



CCTS

COMMISSION FOR COMPLAINTS
FOR TELECOM-TELEVISION SERVICES

August 13, 2018

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Bell Canada
100 Borough Drive, Floor 4
Scarborough, Ontario
M1P 5B8

RE: CCTS complaint # 828033

On July 13, 2018 we issued a Recommendation regarding the above complaint. As Bell rejected our Recommendation, I am required to issue a Decision under Section 13 of our Procedural Code (“the Code”).

Our Recommendation

Because the facts of this complaint are lengthy, I am attaching the Recommendation to this Decision. In summary, ██████████ operates a ██████████. He had small business telephone service with Bell, and had an overdue balance on his account. Bell sent him a disconnection notice informing him that if the outstanding balance was not paid within 10 business days (i.e. by January 9, 2018) his phone service might be disconnected. On December 20, 2017 ██████████ phoned Bell and paid \$361.51 by credit card, in order to avoid the possible disconnection. Despite the fact that ██████████ made the required payment and also despite the fact that the disconnection notice said that any disconnection would not occur for at least 10 business days, Bell disconnected his phone service on December 22. When ██████████ called Bell to report the loss of service, Bell failed to realize that it had disconnected the service, instead treating this as a repair issue and requiring ██████████ to engage in troubleshooting. Bell eventually sent a technician to ██████████ premises to attempt to fix the (non-existent) problem, occupying significant portions of ██████████ time. Eventually Bell recognized its error. However, it did not restore ██████████ service until December 29.

██████████ alleged that as a result of Bell’s actions he lost \$3,000 in revenue over the busy holiday season.

Bell argued that ██████████ did not make the payment to its collections department as instructed, and that as a result the disconnection proceeded as scheduled. Bell also argued that the service was reconnected on December 27, 2017, although it failed to provide anything to substantiate this claim.

Howard Maker

Commissioner

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P.O. Box 56067 Minto Place RO, Ottawa, ON K1R 7Z1

Following our investigation, we concluded that Bell did not have the grounds to disconnect [REDACTED] service for non-payment on December 22, 2017, and that Bell failed to demonstrate that it took the appropriate steps to remedy the situation when it was brought to its attention. Consequently, the reconnection of [REDACTED] service was unnecessarily delayed for 8 days (December 22-29, 2017).

While we were unable to confirm with certainty how much business [REDACTED] lost as a result of Bell's actions, we concluded that [REDACTED] likely suffered significant inconvenience as a result of Bell's actions.

Accordingly, we recommended that Bell pay [REDACTED] \$1,500 as compensation for the inconvenience suffered as a result of Bell's actions.

Bell's Objection

Under Section 13 of the Procedural Code a party may reject a Recommendation. That party is required to explain why he or she considers it to be unacceptable or inappropriate. [REDACTED] accepted the Recommendation, but Bell rejected it on July 31, 2018.

Bell objected to the Recommendation on two bases:

- Bell asserts that the disconnection was the customer's fault – *"The root cause of this complaint is the fact that the customer was late in paying their account. If customer had paid monthly as outline din (sic) the Terms of Service, the customer would never have been in this situation"*.
- Bell also stated that under its Terms of Service it is not liable to compensate customers for loss of business revenue, and quoted section 56 of its Terms.

Bell's position is that it reasonably compensated [REDACTED] by waiving its usual reconnection charge.

Analysis of the Objection

Bell's objection is a reiteration of its position on the merits of the complaint, which it had previously provided to us and which we had considered fully prior to issuing our Recommendation. Bell provided no new information to call into question the correctness of the analysis of the complaint. It did, however, acknowledge that once it finally reconnected [REDACTED] account technical issues arose that further delayed the reactivation of the service itself.

It is very disappointing that Bell continues to blame [REDACTED] for this disconnection. Although he did have a past due balance, when he received the disconnection notice he called Bell and paid it right away. It is true that Bell's notice requested that payment be made to its collections department, and that [REDACTED] spoke to a regular Bell representative, who accepted his payment. If Bell wishes a customer to speak to a particular department, it is Bell's responsibility to note the customer's account accordingly and make sure that the customer is directed to the appropriate agent. This is not the customer's responsibility. Bell's failure to cancel the disconnection order once [REDACTED] paid is a process error on Bell's part, not the customer's.

All of this is aggravated by the fact that Bell had specifically informed ██████ that any future disconnection would not happen until January 9, yet a disconnection order was clearly pending in its system. And Bell's failure to recognize the fact that ██████ reported loss of service arose from its own action of disconnecting the service materially delayed the reconnection.

Our Recommendation did not specifically compensate ██████ for his lost business. Although we are satisfied that he did lose some business, the records he provided fell short of establishing to our satisfaction the specific amount of his losses. Had it done so, we likely would have recommended compensation for some of those losses. And as we advised Bell in the Recommendation, section 14.2 (c) of our Procedural Code authorizes me to exercise my discretion to refuse to apply the limitation of liability in the service provider's Terms of Service.

In formulating this Decision, my role is to provide a remedy that provides ██████ with appropriate redress in the circumstances of this complaint. It is not my role to punish Bell. In my view, our original Recommendation achieves this balance fairly and reasonably.

Decision

Section 13.2 of the Procedural Code provides that in formulating a Decision the Commissioner shall consider whether there is substantial doubt as to the correctness of the original Recommendation.

In my opinion, Bell has not raised substantial doubt as to the correctness of the Recommendation.

Accordingly, I confirm the Recommendation in this Decision, and I award ██████ \$1,500 in monetary compensation.

Further to sections 13.4, 13.5, and 13.6 of our Procedural Code, ██████ may accept or reject this Decision within 20 days of receipt. Should ██████ decide to reject this Decision, he may pursue this complaint through any other forum and Bell shall be fully released from the Decision.

A copy of our Procedural Code is attached for reference.

Sincerely,

Howard Maker
Commissioner

July 13, 2018

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
Bell Canada
100 Borough Drive, Floor 4
Scarborough, Ontario
M1P 5B8

RE: CCTS complaint# 828033

We have completed our investigation of [REDACTED] complaint regarding the disconnection of the Bell Canada (Bell) telephone service he subscribes to for [REDACTED].

The Complaint

On December 20, 2017 [REDACTED] called Bell and paid \$361.51 by credit card after receiving a notice from Bell requiring him to pay an overdue balance of \$271.33 in order to avoid a disconnection. He was told that the payment would take 1-2 days to post to his account.

On December 21, 2017 [REDACTED] received a disconnection notice with the following disclaimer: *"If payment has already been made, please accept our thanks and disregard this notice."* Having already paid the sum requested, he disregarded the notice as instructed.

On December 22, 2017 [REDACTED] service stopped working unexpectedly, prompting him to contact Bell for technical support. Bell attempted to resolve the issue remotely and then scheduled a technician's visit. On December 29, 2017 a technician arrived and was unable to diagnose any technical issues. When [REDACTED] called Bell for further assistance he was informed that his service stopped working because it had been disconnected for non-payment. He insisted that he had paid the overdue balance by credit card on December 20, 2017. After confirming that the payment had been received, Bell agreed to reconnect the service free of charge.

[REDACTED] argues that Bell did not record the payment properly and that he should not have been disconnected given that he had paid the overdue balance as required. He is seeking \$3000 in compensation for the loss of revenue his business suffered as a result of being disconnected during the busy holiday season.

[REDACTED]
Complaint Resolution Officer

[REDACTED] | [REDACTED]
P.O. Box 56067 Minto Place RO, Ottawa, ON K1R 7Z1

T 1-888-221-1687 F 1-877-782-2924

P.O. Box 56067 Minto Place RO, Ottawa, ON K1R 7Z1 response@ccts-cprst.ca

Bell's Response

Bell says that on November 23 and December 21, 2017 (although its collections records show that it was sent on December 15, 2017) it sent [REDACTED] notices instructing him to contact its collection department to make a credit card payment for the overdue balance of \$361.51. Instead, [REDACTED] called a frontline agent to make his payment. Consequently, a scheduled disconnection order was not cancelled and the service was disconnected on December 22, 2017. Had [REDACTED] contacted the collections department to make the payment as directed, the payment would have been posted to his account immediately and he would have avoided the disconnection. Instead, the payment was not posted to [REDACTED] account until December 22, 2017.

Bell says that it reconnected the service on December 27, 2017 and waived the \$100 reconnection fee. Bell also offered to waive the late fees [REDACTED] incurred in December 2017 and January 2018, and to credit one month's worth of service fees (valued at \$74.93 plus taxes). However, Bell declined [REDACTED] request for compensation for lost revenue in accordance with section 53 of its Terms of Service.

Analysis

Our standard of review is to determine whether Bell reasonably fulfilled its obligations pursuant to the applicable contract and followed its usual policies and operating procedures in its dealings with the customer. We have fully examined [REDACTED] complaint as well as Bell's response to the complaint.

We reviewed Bell's Terms of Service¹ and noted section 62 which explains that Bell can disconnect a service for non-payment.

Bell provided a copy of [REDACTED] December 10, 2017 invoice showing a total balance owing of \$361.51, including an overdue balance of \$271.33.

[REDACTED] provided a copy of the disconnection letter he received which prompted him to call Bell and make a payment on December 20, 2017. The notice, referencing account [REDACTED] and dated December 22, 2017, explains that [REDACTED] was required to pay the past due balance of \$271.33 and ensure that Bell received the payment within 10 business days of December 22, 2017 to avoid a possible disconnection.² Thus, we understand that if Bell did not receive [REDACTED] payment by January 9, 2018³, Bell may disconnect his service.

¹We note that Bell submitted a 2015 version of the Terms, however, the version currently available on its website came into effect January 22, 2017. Thus, we relied on the 2017 Terms given that the incident occurred in December 2017; https://www.bell.ca/Styles/all_languages/all_regions/pdf/BELL_LEGAL-10411330-v0-TOS_Business_2017-01-22_EN.pdf

² "According to our records your account remains past due. If payment has already been made, please accept our thanks and disregard this notice. (...) Unless full payment is received within 10 business days from the date of this notice, some or all of your services may be disconnected. (...) To avoid any interruption of service, please forward your payment in the amount of \$271.33 (...) To pay by credit card, set up pre-authorized credit card payment or should you require additional information, please contact us at 1 800 667-0325."

³ 10 business days from December 22, 2017

██████ also provided a copy of his credit card statement which demonstrates that a payment of \$361.51 was made to Bell on December 20, 2017.

However, both parties agree that Bell proceeded to disconnect ██████ service for non-payment on December 22, 2017.

Bell provided collections notes which show that the account was disconnected for non-payment on December 22, 2017. However, we found no record of the credit card payment being processed on December 20, 2017 or posted to ██████ account on December 22, 2017 as Bell claims. The notes also show that a reconnection was ordered free of charge on December 27, 2017 after a Bell representative called the collections department to inquire about the disconnection and Bell realized that the payment had already been received. The December 27th notes also indicate that that Bell encountered technical issues with the reconnection and that ██████ was “*advised of delays*”. However, Bell failed to further address ██████ allegation that the service was not successfully reconnected until December 29, 2017.

The available information demonstrates that Bell received the payment of \$361.51 on December 20, 2017 and thus, in accordance with Bell’s Terms of Service and the disconnection notice ██████ received, Bell did not have the grounds to disconnect ██████ service on December 22, 2017.

Moreover, Bell did not recognize that the service had been disconnected for non-payment when ██████ reported a complete loss of service on December 22, 2017, thus prolonging the disconnection unnecessarily; and we have no choice but to accept that Bell was unable to reconnect the service until December 29, 2017.

In summary, Bell sent ██████ a notice informing him that his service could be disconnected unless he paid his past due amounts within 10 days (the notice is dated December 22 but Bell says it went out on December 21 although its records show it went out on December 15). ██████ called Bell and made a credit card payment right away. Bell appears to have failed to properly record the payment and to cancel the pending disconnection order. Bell then disconnected the service on December 22, even though the account was paid up to date, and even though the disconnection notice stated that disconnection would not occur until 10 days later. When ██████ service was disconnected he reported the outage to Bell immediately, but Bell was unable to determine that the outage was related to its disconnection of the service. For reasons unknown it conducted troubleshooting and dispatched a technician to the premises. It took a week before Bell realized that ██████ service wasn’t working because Bell had disconnected it.

In light of our analysis, we considered ██████ request for \$3000 in compensation. We note that while Bell’s Terms of Service may limit its liability, section 14.2 (c) of the CCTS Procedural Code gives the Commissioner the authority to exercise discretion in the circumstances and require a Participating Service provider to pay the customer monetary compensation, to a maximum of \$5000, for any loss, damage or inconvenience incurred by the customer arising directly from the circumstances of the complaint.

In deciding whether to award compensation and, if so, the amount of compensation, we consider several factors, including: the severity of the issue and related costs, the responsiveness of the

service provider, the reasonableness of any offers made by the service provider, the reasonableness of the complainant in communicating with CCTS and the service provider and the total number of hours spent by the complainant in pursuing a resolution.

We have determined that Bell did not have the grounds to disconnect [REDACTED] service on December 22, 2017 and that Bell failed to demonstrate that it took the appropriate steps to remedy the situation when it was brought to its attention. Based on the available information, [REDACTED] service was disconnected for 8 days (December 22-29, 2017). Bell has waived the \$100 reconnection fee and offered to waive late payment fees incurred in December 2017 and January 2018, as well as credit one month's worth of service (\$74.93), which [REDACTED] declined.

[REDACTED] contends that as a result of the disconnection he suffered a significant loss of revenue. [REDACTED] submitted sales receipts to substantiate his losses ([Appendix A](#)). The receipts cover sales from Saturday December 16, 2017 to Monday January 8, 2018 and demonstrate that [REDACTED] had sales of \$3623.05 in the week leading up to the disconnection (Saturday December 16th to Friday December 22nd), \$1353.61 in the following week⁴, and \$3425.74 the week after (December 30, 2017 to January 6, 2018), by which time the service had been reconnected.

We have no way of confirming with certainty how much business [REDACTED] lost out on as a result of the disconnection, and taking into consideration that [REDACTED] was closed on December 25, 2017 and reported no sales on December 26, 2017, it is impossible for us to estimate the loss of revenue he suffered as a direct result of Bell's actions. However, in light of the available information it is reasonable to conclude that [REDACTED] was significantly inconvenienced by the disconnection and likely suffered a significant loss of revenue.

Recommendation

In light of our analysis, we recommend that Bell pay [REDACTED] \$1500 as compensation for his inconvenience.

Attached is a copy of the CCTS' Procedural Code which contains important information with respect to the recommendations made by the CCTS, including information about acceptance of recommendations by a complainant and a telecommunications service provider. In particular, we refer [REDACTED] and Bell to sections 12 and 13.

Sincerely,

[REDACTED]

⁴ [REDACTED] confirmed that the business was closed on December 25, 2017; [REDACTED] recalled that the business reopened on December 26, 2017 but was unable to provide the sales records for that date.

Appendix A

Date	Sales reported	Calculations	Weekly total
16-Dec	\$436.32	\$2,743.59	\$3,623.05
17-Dec	NA		
18-Dec	\$756.44		
19-Dec	\$629.79		
20-Dec	\$545.36		
21-Dec	\$375.68		
22-Dec	\$879.46	\$3,779.71	\$1,353.61
23-Dec	\$174.96		
24-Dec	\$231.31		
25-Dec	Closed		
26-Dec	NA		
27-Dec	\$291.40		
28-Dec	\$294.23		
29-Dec	\$361.71		
30-Dec	\$322.26	\$2,804.28	\$2,936.80
31-Dec	\$356.30		
01-Jan	\$467.81		
02-Jan	\$400.27		
03-Jan	\$477.31		
04-Jan	\$417.43		Insufficient Data
05-Jan	\$495.42		
06-Jan	\$488.94		
08-Jan	\$925.18		
09-Jan	NA		

*NA: Not available; No sales records were provided for December 17, 26, 2017 or January 9, 2018.