



EB-2010-0221

IN THE MATTER OF the *Ontario Energy Board Act, 1998*,
S.O. 1998, c. 15, (Schedule B);

AND IN THE MATTER OF a Notice of Intention to Make an
Order for Compliance, Suspension and an Administrative
Penalty against Summitt Energy Management

**NOTICE OF INTENTION TO MAKE AN ORDER FOR COMPLIANCE, SUSPENSION
AND AN ADMINISTRATIVE PENALTY UNDER s. 112.3, 112.4 and 112.5 of the
*ONTARIO ENERGY BOARD ACT, 1998***

The Ontario Energy Board (the "Board"), on its own motion under section 112.2 of the *Ontario Energy Board Act, 1998* (the "Act") intends to make an Order under subsection 112.3 and 112.5 of the Act requiring Summitt Energy Management ("Summitt") to comply with a number of enforceable provisions as defined in section 112.1 of the Act and to pay an administrative penalty in the amount of \$495,000 for breaches of enforceable provisions. The Board also intends to make an Order under section 112.4 of the Act suspending Summitt's licence until such time as Summitt has satisfied any terms and conditions as may be ordered by the Board.

ALLEGATIONS OF NON COMPLIANCE

Summitt has contravened sections 88.4(2)(c) and 88.4(3)(c) of the Act through the actions of five of its sales agents in twenty-eight instances who engaged in unfair practices as defined in section 2 of Ontario Regulation 200/02, by making false, misleading or deceptive statements to consumers.

Further, Summitt has contravened sections 2.1 of the Code of Conduct for Gas Marketers and the Electricity Retailers Code of Conduct (the “Codes”) through the actions of its sales agents who engaged in unfair marketing practices as defined in section 2.1 of the Codes.

Summitt has also contravened section 88.9 (1) of the Act by failing to deliver a written copy of the contract to the consumer within the time prescribed by regulation in fourteen instances. Regulation 200/02 provides, at section 3, that a written copy of the contract shall be delivered to the consumer within forty days after signing the contract

PARTICULARS

Summitt sales agents are alleged to have engaged in the following particulars of non-compliance:

1. **With respect to Summitt’s sales agent MG, Summitt Representative Number NC 1721:**
 - 1.1.1 On or about April 8, 2009, MG attended at the residence of D.B and J.T. in the Village of Ayr, Ontario. MG told D.B. and J.T. that he was offering them a price cap for gas and that if the price of gas went down, so would the contract price. MG told them the current market price for gas was 41 cents/m³ which was false. MG asked them to sign a document but did not explain that the document was for a five year fixed price contract with Summitt for the supply of both natural gas and electricity (Contract Number F781953). MG also did not provide a copy of the terms and conditions of the contract nor were they ever delivered to D.B. and J. T. contrary to section 88.9 (1) of the Act.
 - a. MG provided false, misleading and deceptive statements to D.B. and J.T. thereby engaging in an unfair practice contrary to section 88.4(2)(c) and 88.4(3)(c) of the Act.
 - b. MG breached section 2.1 of the Codes by failing to state the price to be paid under the contract for the supply of natural gas and electricity, and making representations or statements that were false or likely to mislead a consumer.

- c. MG also did not provide a copy of the terms and conditions of the contract nor were they delivered to D.B. and J.T. contrary to section 88.9 (1) of the Act.

1.1.2 On or about January 11, 2010, MG attended at the residence of R.C. in Milton, Ontario. He did not identify himself as being a sales agent from Summitt but rather identified himself as a representative from Union Gas. MG told R.C. that she had to re-register for the supply of gas because there was a mix up with the names in the system. MG asked R.C. to sign a document but he did not explain that the document was for a five year fixed price contract with Summitt for the supply of natural gas and electricity (Contract Number F1034641).

- a. MG provided false, misleading and deceptive statements to R.C. and thereby engaged in an unfair practice contrary to section 88.4 of the Act.
- b. MG breached section 2.1 of the Codes by failing to give the name of the marketer (Summitt) to the consumer, failing to advise R.C. that Summitt is not the consumer's distributor, failing to state the price to be paid under the contract for the supply of natural gas and electricity, and making representations or statements that were false or likely to mislead a consumer.
- c. MG also did not provide a copy of the terms and conditions of the contract nor were they delivered to R.C. contrary to section 88.9 (1) of the Act.

1.1.3 On or about March 10, 2009, MG attended at the residence of A.H. and C.M. in Milton, Ontario. He did not identify himself as being a sales agent from Summitt. MG told A.H. and C.M. that the previous owner of the residence had signed a contract offering a special price for natural gas and electricity and he could do the same deal for them. MG told them that he could save them money. MG asked them to sign a document but did not explain to them that the document was for a five year fixed price contract with Summitt for the supply of both natural gas and electricity (Contract Number F760393).

- a. MG provided false, misleading and deceptive statements to A.H. and C.M. thereby engaging in an unfair practice contrary to section 88.4 of the Act.
- b. MG breached section 2.1 of the Codes by failing to immediately and truthfully give the name of the retailer and marketer (Summitt) to the consumers, failing

to advise the consumer that Summitt was offering a contract for the supply of natural gas and electricity and that Summitt is not the consumer's distributor, failing to state the price to be paid under the contract for the supply of natural gas and electricity, and making representations or statements that were false or likely to mislead a consumer.

- 1.1.4 On or about September 12, 2009, MG attended at the residence of D.M. in Milton, Ontario. He did not identify himself as being a sales agent from Summitt but rather identified himself with a Reliance badge and represented that he was from the utility. MG stated that the price he was offering was better than the current rates and if the price went down then D.M.'s rate would go down as well. MG asked D.M. to sign a document but did not explain it was for a five year fixed price contract with Summitt for the supply of natural gas and electricity (Contract Number F975254).
- a. MG provided false, misleading and deceptive statements to D.M. and thereby engaged in an unfair practice contrary to section 88.4 of the Act.
 - b. MG breached section 2.1 of the Codes by failing to immediately and truthfully give the name of the retailer and marketer (Summitt) to the consumer, failing to advise the consumer that Summitt was offering a contract for the supply of natural gas and electricity and that Summitt is not the consumer's distributor, failing to state the price to be paid under the contract for the supply of natural gas and electricity, and making representations or statements that were false or likely to mislead a consumer.
 - c. MG also did not provide a copy of the terms and conditions of the contract nor were they delivered to D.M. contrary to section 88.9 (1) of the Act.
- 1.1.5 On or about November 30, 2009, MG attended at the residence of P.R. in Georgetown, Ontario. He did not identify himself as being a sales agent from Summitt. MG told P.R. that the previous owner of the residence had signed a contract with a special price for the supply of natural gas and he could do the same deal for him. MG asked P.R. to sign a document but he did not explain that the document was for a five year fixed price contract with Summitt for the supply of natural gas (Contract Number F1028518).

- a. MG provided false, misleading and deceptive statements to P.R. and thereby engaged in an unfair practice contrary to section 88.4 of the Act.
- b. MG breached section 2.1 of the Code of Conduct for Gas Marketers by failing to immediately and truthfully give the name of the marketer (Summitt) to the consumer, failing to advise P.R. that Summitt is not the consumer's distributor, failing to state the price to be paid under the contract for the supply of gas, and making representations or statements that were false or likely to mislead a consumer.

1.1.6 On or about November 8, 2008, MG attended at the residence of J.S. in Guelph, Ontario. MG did not identify himself as being a sales agent from Summitt but rather had a badge that looked like it was from the Ontario Energy Board. MG told J.S. that the previous owner had a good contract and that if J.S. wanted to pay less he needed to sign the document. MG did not explain that the document was for a five year fixed price contract with Summitt for the supply of natural gas and electricity. (Contract Number A645785).

- a. MG provided false, misleading and deceptive statements to J.S. and thereby engaged in an unfair practice contrary to section 88.4 of the Act.
- b. MG breached section 2.1 of the Codes by failing to give the name of marketer (Summitt) to the consumer, failing to advise J.S. that Summitt is not the consumer's distributor, failing to state the price to be paid under the contract for the supply of natural gas and electricity, and making representations or statements that were false or likely to mislead a consumer.

1.1.7 On or about September 4, 2009, MG attended at the residence of A.S. in Guelph, Ontario. MG did not identify himself as being a sales agent from Summitt but rather said he was a supervisor from Union Gas. MG told A.S. that she would be able to get back the security deposit she paid when she set up her Union account after 3 or 4 months. MG asked A.S. to sign a document but did not advise A.S. that it was a five year fixed price contract with Summitt for the supply of natural gas and electricity (Contract Number F976610).

- a. MG provided false, misleading and deceptive statements to A.S. and thereby engaged in an unfair practice contrary to section 88.4 of the Act.
- b. MG also breached section 2.1 of the Codes by failing to give the name of the

- marketer (Summitt) to the consumer, failing to advise A.S. that Summitt is not the consumer's distributor, failing to state the price to be paid under the contract for the supply of gas, and making representations or statements that were false or likely to mislead a consumer.
- c. MG also did not provide a copy of the terms and conditions of the contract nor were they delivered to A.S. contrary to section 88.9 (1) of the Act.
- 1.1.8 On or about February 24, 2009, MG attended at the residence of J.W. in Georgetown, Ontario. He did not identify himself as being a sales agent from Summitt but rather told J.W. that he was working for the Ontario Energy Board in conjunction with local utilities such as Enbridge. MG stated that he was there on behalf of the government to inform J.W. about the changes to meters. MG asked J.W. to sign a document but did not explain that it was a five year fixed price contract with Summitt for the supply of natural gas and electricity (Contract Number F689568).
- a. MG provided false, misleading and deceptive statements to J.W. and thereby engaged in an unfair practice contrary to section 88.4 of the Act.
 - b. MG breached section 2.1 of the Codes by failing to immediately and truthfully give the name of the retailer and marketer (Summitt) to the consumer, failing to advise J.W. that Summitt was offering a contract for the supply of natural gas and electricity and that Summitt is not the consumer's distributor, failing to state the price to be paid under the contract for the supply of natural gas and electricity, and making representations or statements that were false or likely to mislead a consumer.
2. **With respect to Summitt's sales agent GW, Summitt Representative Number BL 1077:**
- 2.1.1 On or about September 27, 2009, GW attended at the residence of J.F. in the Village of Seeley's Bay, Ontario. He did not identify himself as being a sales agent from Summitt but rather stated he was working for Hydro One. GW told J.F. that he was there to explain how smart meters will affect them. GW asked J.F. to sign a document but did not explain it was a five year fixed price contract with Summitt for the supply of electricity (Contract Number F0994439).

- a. GW provided false, misleading and deceptive statements to J.F. and thereby engaged in an unfair practice contrary to section 88.4 of the Act.
- b. GW also breached section 2.1 of the Electricity Retailers Code of Conduct by failing to give the name of the retailer (Summitt) to the consumer and failing to advise J.F. that Summitt is not the consumer's distributor, failing to state the price to be paid under the contract for the supply of electricity, and making representations or statements that were false or likely to mislead a consumer.

2.1.2 On or about September 27, 2009, GW attended at the residence of A.G. in the Town of Harrowsmith, Ontario. He did not identify himself as being a sales agent from Summitt but rather stated he was working for Hydro One. GW told A.G. that he was there to sign A.G. up for an electricity contract with Hydro One. He did not explain to A.G. that the document he asked her to sign was for a five year fixed price contract with Summitt for the supply of electricity (Contract Number F0990096).

- a. GW provided false, misleading and deceptive statements to A.G. and thereby engaged in an unfair practice contrary to section 88.4 of the Act.
- b. GW breached section 2.1 of the Electricity Retailers Code of Conduct by failing to give the name of the retailer (Summitt) to the consumer and failing to advise A.G. that Summitt is not the consumer's distributor, failing to state the price to be paid under the contract for the supply of electricity, and making representations or statements that were false or likely to mislead a consumer.

2.1.3 On or about September 11, 2008, GW attended at the residence of C.L. in Bradford, Ontario. GW told C.L. that the price of electricity was going to increase and that he could save C.L. money if he signed a contract right away. He did not explain to C.L. that the document he asked him to sign was a five year fixed price contract with Summitt for the supply of electricity (Contract Number A612612).

- a. GW provided false, misleading and deceptive statements to C.L. and thereby engaged in an unfair practice contrary to section 88.4 of the Act.
- b. GW breached section 2.1 of the Electricity Retailers Code of Conduct by failing to state the price to be paid under the contract for the supply of

electricity, and making representations or statements that were false or likely to mislead a consumer.

- 2.1.4 On or about April 24, 2009, GW attended at the residence of Z.P. in Markham, Ontario. He did not identify himself as being a sales agent from Summitt. GW told Z.P. that he was there to talk about green energy and he explained that Z.P. could make a difference to the environment by paying \$12.99 per month for the gas company to purchase green energy. GW did not explain to Z.P. that the document he asked him to sign was for a five year fixed price contract with Summitt for the supply of natural gas (Contract Number F795190).
- a. GW provided false, misleading and deceptive statements to Z.P. and thereby engaged in an unfair practice contrary to section 88.4 of the Act.
 - b. GW breached section 2.1 of the Code of Conduct for Gas Marketers by failing to give the name of the retailer (Summitt) to the consumer and failing to advise Z.P. that Summitt is not the consumer's distributor, failing to state the price to be paid under the contract for the supply of natural gas, and making representations or statements that were false or likely to mislead a consumer.
 - c. GW also did not provide a copy of the terms and conditions of the contract nor were they delivered to Z.P. contrary to section 88.9 (1) of the Act.

3. With respect to Summitt's sales agent GS, Summitt Representative Number MA 1002:

- 3.1.1 On or about June 2, 2009, GS attended at the residence of A.B. in Hamilton, Ontario. He did not identify himself as being a sales agent from Summitt but rather stated he was from an energy company. GS told A.B. that he could protect her from increased electricity prices. GS asked A.B. to sign a document but did not explain that the document was a five year fixed price contract with Summitt for the supply of electricity (Contract Number F864474).
- a. GS provided false, misleading and deceptive statements to A.B. and thereby engaged in an unfair practice contrary to section 88.4 of the Act.
 - b. GS breached section 2.1 of the Electricity Retailers Code of Conduct by failing to give the name of the retailer (Summitt) to the consumer and failing to

- advise A.B. that Summitt is not the consumer's distributor, failing to state the price to be paid under the contract for the supply of electricity, and making representations or statements that were false or likely to mislead a consumer.
- c. GS also did not provide a copy of the terms and conditions of the contract nor were they ever delivered to A.B. contrary to section 88.9 (1) of the Act.
- 3.1.2 On or about March 5, 2009, GS attended at the residence of B.D. in Kitchener, Ontario. GS did not introduce himself as being a sales agent with Summitt. GS told B.D. that he could offer her the best possible price for the supply of electricity. GS told B.D. that she would remain a consumer of Kitchener Wilmot Hydro. GS asked B.D. to sign a document and that said that by signing the document the price she would pay for electricity would decrease. He did not explain that the document was a five year fixed price contract with Summitt for the supply of electricity (Contract Number F753013).
- a. GS provided false, misleading and deceptive statements to B.D. and thereby engaged in an unfair practice contrary to section 88.4 of the Act.
- b. GS breached section 2.1 of the Electricity Retailers Code of Conduct by failing to give the name of the retailer (Summitt) to the consumer and failing to advise B.D. that Summitt is not the consumer's distributor, failing to state the price to be paid under the contract for the supply of electricity, and making representations or statements that were false or likely to mislead a consumer.
- 3.1.3 On or about August 19, 2008, GS attended at the residence of W.G. in Oakville, Ontario. GS did not introduce himself as being a sales agent with Summitt but rather introduced himself as being from the utility. GS asked W.G. to sign a document but did not explain that the document was for a five year fixed price contract with Summitt for the supply of natural gas and electricity (Contract Number A615830).
- a. GS provided false, misleading and deceptive statements to W.G. and thereby engaged in an unfair practice contrary to section 88.4 of the Act.
- b. GS breached section 2.1 of the Codes by failing to give the name of the retailer (Summitt) to the consumer and failing to advise W.G. that Summitt is not the consumer's distributor, failing to state the price to be paid under the contract for the supply of natural gas and electricity, and making

representations or statements that were false or likely to mislead a consumer.

- c. GS also did not provide a copy of the terms and conditions of the contract nor were they ever delivered to W.G. contrary to section 88.9 (1) of the Act.

3.1.4 On or about April 3, 2009, GS attended at the residence of C.H. in Kitchener, Ontario. GS asked C.H. to sign a document but did not explain that the document was for a five year fixed price contract with Summitt for the supply of electricity (Contract Number F789717). Rather, GS told C.H. that he was paying too much for delivery charges and that by signing the document he would save money and get a credit back for any overcharges on the delivery cost.

- a. GS provided false, misleading and deceptive statements to C.H. and thereby engaged in an unfair practice contrary to section 88.4 of the Act.
- b. GS breached section 2.1 of the Electricity Retailers Code of Conduct by failing to state the price to be paid under the contract for the supply of electricity, and making representations or statements that were false or likely to mislead a consumer.
- c. GS also did not provide a copy of the terms and conditions of the contract nor were they delivered to C.H. contrary to section 88.9 (1) of the Act.

3.1.5 On or about August 6, 2008, GS attended at the residence of P.K. in Hamilton, Ontario. He did not identify himself as being a sales agent from Summitt but rather stated he was working for Horizon Utilities and he wanted to check the hydro bill to see if it was correct. GS told P.K. that he could provide her with an immediate discount in the price she was paying for electricity. GS asked P.K. to sign a document but did not explain that the document he wanted her to sign was for a five year fixed price contract with Summitt for the supply of electricity (Contract Number A565566).

- a. GS provided false, misleading and deceptive statements to P.K. and thereby engaged in an unfair practice contrary to section 88.4 of the Act.
- b. GS also breached section 2.1 of the Electricity Retailers Code of Conduct by failing to give the name of the retailer (Summitt) to the consumer and failing to advise P.K. that Summitt is not the consumer's distributor, failing to state the price to be paid under the contract for the supply of electricity, and making

representations or statements that were false or likely to mislead a consumer.

- c. GS also did not provide a copy of the terms and conditions of the contract nor were they delivered to P.K. contrary to section 88.9 (1) of the Act.

3.1.6 On or about October 30, 2008, GS attended at the residence of K.S. and R.S. in Kitchener, Ontario. He did not identify himself as being a sales agent from Summitt but rather stated he was a representative of Kitchener Wilmot Utilities. GS told K.S. and R.S. that the purpose of his visit was to discuss meters and he needed them to sign a document before their smart meter could be activated. GS asked R.S. to sign a document but did not explain that the document was for a five year fixed price contract with Summitt for the supply of electricity (Contract Number A657968).

- a. GS provided false, misleading and deceptive statements to K.S. and R.S. and thereby engaged in an unfair practice contrary to section 88.4 of the Act.
- b. GS breached section 2.1 of the Electricity Retailers Code of Conduct by failing to give the name of the retailer (Summitt) to the consumer and failing to advise K.S. and R.S. that Summitt is not the consumer's distributor, failing to state the price to be paid under the contract for the supply of electricity, and making representations or statements that were false or likely to mislead a consumer.
- c. GS also did not provide a copy of the terms and conditions of the contract nor were they delivered to K.S. and R.S. contrary to section 88.9 (1) of the Act.

4 With respect to Summitt's sales agent AB, Summitt Representative Number NC 4096:

4.1.1 On or about January 23, 2010, AB attended at the residence of Z.A. in Pickering, Ontario. He did not identify himself as being a sales agent from Summitt but rather stated he was from the utility. AB told Z.A. that he was there to install smart meters in the area. AB also told her that he was certified by the Ontario Energy Board. AB asked Z.A. to sign a document which she believed related to the installation of a smart meter. AB did not explain that the document was a five year fixed price contract with Summitt for the supply of natural gas and electricity (Contract Number F1044533).

- a. AB provided false, misleading and deceptive statements to Z.A. and thereby engaged in an unfair practice contrary to section 88.4 of the Act.
 - b. AB breached section 2.1 of the Codes by failing to immediately and truthfully give the name of the retailer and marketer (Summitt) to the consumer, failing to advise the consumer that Summitt was offering a contract for the supply of natural gas and electricity and that Summitt is not the consumer's distributor, failing to state the price to be paid under the contract for the supply of natural gas and electricity, and making representations or statements that were false or likely to mislead a consumer.
- 4.1.2 On or about March 1, 2010, AB attended at the residence of H.G. in Mississauga, Ontario. AB stated he was there to set up a smart meter. AB asked H.G. to sign a document which he said she needed to sign in order to get her smart meter installed. He also said that smart meters were a "government required product". He did not explain that the document was a five year fixed price contract with Summitt for the supply of natural gas and electricity (Contract Number F1062523).
- a. AB provided false, misleading and deceptive statements to H.G. and thereby engaged in an unfair practice contrary to section 88.4 of the Act.
 - b. AB breached section 2.1 of the Codes by failing to advise her that Summitt was offering a contract for the supply of natural gas and electricity and that Summitt is not the consumer's distributor, failing to state the price to be paid under the contract for the supply of natural gas and electricity, and making representations or statements that were false or likely to mislead a consumer.
- 4.1.3 On or about January 29, 2010, AB attended at the residence of P.S. in Mississauga, Ontario. He did not identify himself as being a sales agent from Summitt but rather stated he was there to set up the smart meter. AB told P.S. that as she was a new homeowner she needed to set up her smart meter. AB told P.S. she needed to sign a document in order to get her smart meter installed. He did not explain that the document he asked her to sign was a five year fixed price contract with Summitt for the supply of natural gas and electricity (Contract Number F1044536).

- a. AB provided false, misleading and deceptive statements to P.S. and thereby engaged in an unfair practice contrary to section 88.4 of the Act.
- b. AB breached section 2.1 of the Codes by failing to immediately and truthfully give the name of the retailer and marketer (Summitt) to the consumer, failing to advise her that Summitt was offering a contract for the supply of natural gas and electricity and that Summitt is not the consumer's distributor, failing to state the price to be paid under the contract for the supply of natural gas and electricity, and making representations or statements that were false or likely to mislead a consumer.

4.1.4 On or about August 22, 2009, AB attended at the residence of V.T. in Mississauga, Ontario. He did not identify himself as being a sales agent from Summitt but rather stated he was a representative of Enersource Hydro. AB told V.T. that electricity prices were going to increase because of smart meters and that she needed price protection. He guaranteed V.T. that she would save money with the price protection. AB told V.T. that she needed to sign a document to guarantee price protection from increasing electricity prices. He did not explain that the document he asked her to sign was a five year fixed price contract with Summitt for the supply of natural gas and electricity (Contract Number F946380).

- a. AB provided false, misleading and deceptive statements to V.T. and thereby engaged in an unfair practice contrary to section 88.4 of the Act.
- b. AB also breached section 2.1 of the Codes by failing to immediately and truthfully give the name of the retailer and marketer (Summitt) to the consumer, failing to advise the consumer that Summitt was offering a contract for the supply of natural gas and electricity and that Summitt is not the consumer's distributor, failing to state the price to be paid under the contract for the supply of natural gas and electricity, and making representations or statements that were false or likely to mislead a consumer.
- c. AB also did not provide a copy of the terms and conditions of the contract nor were they delivered to V.T. contrary to section 88.9 (1) of the Act.

4.1.5 On or about January 7, 2010, AB attended at the residence of T.V. in Pickering, Ontario. He did not identify himself as being a sales agent from Summitt but rather stated he was a representative of Veridian, the local utility in Pickering. AB

told T.V. that he had just changed the meter outside her home and she needed to sign a document to prove that he had attended at the residence. He did not explain that the document was for a five year fixed price contract with Summitt for the supply of natural gas and electricity (Contract Number F1041673).

- a. AB provided false, misleading and deceptive statements to T.V. and thereby engaged in an unfair practice contrary to section 88.4 of the Act.
- b. AB breached section 2.1 of the Codes by failing to immediately and truthfully give the name of the retailer and marketer (Summitt) to the consumer, failing to advise her that Summitt was offering a contract for the supply of natural gas and electricity and that Summitt is not the consumer's distributor, failing to state the price to be paid under the contract for the supply of natural gas and electricity, and making representations or statements that were false or likely to mislead a consumer.
- c. AB also did not provide a copy of the terms and conditions of the contract nor were they delivered to T.V. contrary to section 88.9 (1) of the Act.

5 With respect to Summitt's sales agent AT, Summitt Representative Number NC 1046:

5.1.1 On or about September 13, 2008, AT attended at the residence of J.L. in Toronto, Ontario. AT did not tell J.L. that he was a sales agent from Summitt. AT said he was there to set up a gas account. AT told J.L. that the previous owner of the residence had a gas account with Summitt. He also said that the price J.L. was paying for gas would increase dramatically if he did not sign up with Summitt. AT asked J.L. to sign a document but did not explain that the document was for a five year fixed price contract with Summitt for the supply of natural gas and electricity. (Contract Number A598000).

- a. AT provided false, misleading and deceptive statements to J.L. thereby engaging in an unfair practice contrary to section 88.4 of the Act.
- b. AT also breached section 2.1 of the Codes by failing to immediately and truthfully give the name of the retailer and marketer (Summitt) to the consumer, failing to advise him that Summitt was offering a contract for the supply of natural gas and electricity and that Summitt is not the consumer's

distributor, failing to state the price to be paid under the contract for the supply of natural gas and electricity, and making representations or statements that were false or likely to mislead a consumer.

- c. AT also did not provide a copy of the terms and conditions of the contract nor were they delivered to J.L. contrary to section 88.9 (1) of the Act.

5.1.2 On or about February 28, 2009, AT attended at the residence of J.M. in Toronto, Ontario. AT told J.M. that she was a sales agent from the local gas utility and that he was there to set up a gas account. AT told J.M. that the previous owner of the residence had a gas account with Summitt. AT asked J.M. to sign a document but did not explain that the document was for a five year fixed price contract with Summitt for the supply of natural gas and electricity. (Contract Number F758371).

- a. AT provided false, misleading and deceptive statements to J.M. thereby engaging in an unfair practice contrary to section 88.4 of the Act.
- b. AT also breached section 2.1 of the Codes by failing to immediately and truthfully give the name of the retailer and marketer (Summitt) to the consumer, failing to advise her that Summitt was offering a contract for the supply of natural gas and electricity and that Summitt is not the consumer's distributor, failing to state the price to be paid under the contract for the supply of natural gas and electricity, and making representations or statements that were false or likely to mislead a consumer.
- c. AT also did not provide a copy of the terms and conditions of the contract nor were they delivered to J.M. contrary to section 88.9 (1) of the Act.

5.1.3 On or about June 28, 2009, AT attended at the residence of J.M. in Toronto, Ontario. AT told J.M. that he was a sales agent from Summitt and that he was there to set up a gas account. AT told J.M. that the previous owner of the residence had a gas account with Summitt. AT asked J.M. to sign a document but did not explain it was a five year fixed price contract with Summitt for the supply of natural gas and electricity. (Contract Number F907878).

- a. AT provided false, misleading and deceptive statements to J.M. thereby engaging in an unfair practice contrary to section 88.4 of the Act.

- b. AT also breached section 2.1 of the Codes by failing to advise him that Summitt was offering a contract for the supply of natural gas and electricity and that Summitt is not the consumer's distributor, failing to state the price to be paid under the contract for the supply of natural gas and electricity, and making representations or statements that were false or likely to mislead a consumer.

5.1.4 On or about July 23, 2009, AT attended at the residence of L.M. in Toronto, Ontario. AT told L.M. that the previous owner of the residence had a contract with Summitt. AT told L.M. that he had to sign a contract with Summitt in order to receive gas supply. AT told L.M. that it was not possible to have his gas supplied directly from the utility. AT presented L.M. with a document and asked him to sign it. He did not explain that it was a five year fixed price contract with Summitt for the supply of natural gas and electricity. (Contract Number F937447).

- a. AT provided false, misleading and deceptive statements to L.M. thereby engaging in an unfair practice contrary to section 88.4 of the Act.
- b. AT also breached section 2.1 of the Codes by failing to advise them that Summitt was offering a contract for the supply of natural gas and electricity and that Summitt is not the consumer's distributor, failing to state the price to be paid under the contract for the supply of natural gas and electricity, and making representations or statements that were false or likely to mislead a consumer..

5.1.5 On or about May 15, 2009, AT attended at the residence of A.Z. in Toronto, Ontario. AT told A.Z. that he was a sales agent from Summitt and that he was there to offer a better price than what A.Z. was currently paying for natural gas but only if A.Z. signed up with Summitt right away. AT asked A.Z. to sign a document but did not explain that it was a five year fixed price contract with Summitt for the supply of natural gas and electricity. (Contract Number F868935).

- a. AT provided false, misleading and deceptive statements to A.Z. thereby engaging in an unfair practice contrary to section 88.4 of the Act.
- b. AT breached section 2.1 of the Codes by failing to advise him that Summitt

was offering a contract for the supply of natural gas and electricity and that Summitt is not the consumer's distributor, failing to state the price to be paid under the contract for the supply of natural gas and electricity, and making representations or statements that were false or likely to mislead a consumer.

THEREFORE TAKE NOTICE that Summitt may request, within fifteen days after receiving this Notice, that the Board hold a hearing on these matters. If no request for hearing is made within this time period, the Board may proceed to make an Order that Summitt comply with any of the enforceable provisions listed in this Notice, that Summitt pay an administrative penalty and that Summitt's licence be suspended until such time that Summitt has satisfied any terms and conditions as may be ordered by the Board.

FURTHER TAKE NOTICE that if a hearing is requested, the Board is not bound by the above noted penalty and has discretion, upon finding a contravention(s) of the Act, to make any order it deems appropriate under s. 112.3, 112.4 or 112.5 of the Act. Summitt is entitled to be present at the hearing with or without counsel and to adduce evidence and make submissions. Should Summitt fail to attend, the hearing may be conducted in its absence and Summitt will not be entitled to any further notice in the proceeding.

In order to respond to this Notice and request a hearing, Summitt must file 6 copies of this request with the office of the Board Secretary at the following address:

Ontario Energy Board
P.O.Box 2319
2300 Yonge Street, 27th Floor
Toronto, Ontario
M4P 1E4
Attention: Board Secretary
Email: Boardsec@oeb.gov.on.ca
Tel: 1-888-632-6273
Fax: 416 440-7656

If a hearing is requested it will proceed before a Panel of the Board, at the offices of the Ontario Energy Board, 2300 Yonge Street, Toronto, Ontario on a date to be set by the Board.

Dated at Toronto, June 17, 2010
ONTARIO ENERGY BOARD

Original signed by

Kirsten Walli
Board Secretary