

Sami Amer
10 Wimbledon Way
Kanata, ON, K2K 3J2

November 30th, 2009

Dear Ms. Nola Ruzycki,

CANCELLATION OF CONTRACTS NUMBER 13188791 OF ELECTRICITY AND GAS

On September 12, 2008, I signed a contract in my home to buy power and gas on a 5 year term from your representative **Felix Dick** agent number: **30120113** at a price of 38.9 cents/m³ (gas) and 8.49 cents/KWh (electricity).

I am a new immigrant who arrived in Ontario barely 3 weeks before a representative of Universal Energy came knocking on my door, touting the benefits of "rate protection" and "deregulation of energy", provided by your company.

He never represented himself as a salesperson of any kind. Instead, he presented himself as a consumer advocate working for the provincial government, saying that they were out to help the average consumer save money and protect their energy costs in the face of a deregulated market. He promised a fixed rate for gas and electricity for 5 years, which is **SUPPOSED** to save me money, as energy costs are going to go up.

He said all this is done while remaining with my utility company, but my energy "supplier" is Universal. My energy "provider" is my local utility. The truth is, however, that in the past 11 months, I have paid in excess of \$800 **MORE** for our hydro and gas bills than we would have had if we stayed with our local utility companies and their fluctuating rates. This is not a consumer protection (as claimed by your representative); the fixed price is almost double the price of my local utility. Your representative and your customer service people, when asked, also told me that there would be no adverse effects should I want to cancel my contract. No penalties were mentioned

I find it frustrating that I couldn't reach anybody beyond your customer service. Somebody who would explain why I should pay the astronomical cancellation penalties when I was clearly given the wrong information and was misled into signing the 5 year contract. I urge you to listen to the recording of my verbal exchange when your representative called me during the first 10 days after signing the contract.

According to the better business bureau, see section 18(1):

18. (1) Any agreement, whether written, oral or implied, entered into by a consumer after or while a person has engaged in an unfair practice may be rescinded by the consumer and the consumer is entitled to any remedy that is available in law, including damages. Sched. A, s. 18 (1).

This means that I am allowed to "cancel" or rescind my agreement with you for misrepresentation of your services of price protection and misrepresentation of information regarding cancellation penalties. It also means that I am entitled to receive damages incurred for not meeting your promise of price reduction.

Today, I hereby exercise my right to cancel the contract for both Enbridge gas and Hydro and ask that the overcharged money be refunded to me and the service discontinued.

I look forward to your immediate reply. You can contact me at my home phone number **(613) 595 0627** or by email at **Land3s@yahoo.com**.

I would like you to treat this as an urgent matter. Failing to do so, I will have to proceed with the following remedies:

- Lodging a formal complaint with Ontario Energy Board about your shady business practices.
- Reporting your fraudulent practices to the Provincial Law Enforcement Agencies as well as to the regulators of private commercial organizations such as yours.
- Giving the "Green Light" for my story to appear in the Ellen Roseman's column in The Star's business section and Money911.
- Writing to the Ontario Office of The Premier.

Yours truly,

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