

From: [BoardSec](#)
To: [Batul Rahimtoola](#)
Subject: FW: Response to OEB's email Brdltr_Langematz re 20131011
Date: October-15-13 12:14:28 PM
Attachments: [Carma says condo act trumped by contract wait a year for rebate .pdf](#)
[image001.jpg](#)
[image002.jpg](#)

From: Gary Lang [<mailto:garyl原因2@sympatico.ca>]
Sent: October 11, 2013 5:49 PM
To: BoardSec; Batul Rahimtoola
Subject: Response to OEB's email Brdltr_Langematz re 20131011

From: Gerhard Langematz



October 11, 2013
To: John Pickernell
Assistant Board Secretary, Et al

Response to the OEB's email letter " Brdltr_Langematz_SUB_Carma Industries_20131011.pdf"
sent OCT, 11, 2013

I have made many submissions, Re Carma and their OEB licence filed before Sept 26 2013.

To answer why I have not Refiled under EB-2012-0299,
Would the Board consider that I have no Electricity (since Carma illegally disconnected my home on Aug 20 2012).

Carma (the applicant Ms. S. Williams) is fully aware of all my concerns.

I have no objection a written hearing,
I do object, that board may disregarded evidence.
I believe the OEB should call for a long overdue inquiry into unit sub-metering practices and contracts in older condos, for the protection of energy consumers.

I would also request that the OEB consider that almost all consumers
may find the Boards Rules and Procedures to complicated.

I have included just some of my correspondences from the last two years.

Emails to the OEB, Carma, ...
Emails from the OEB and Carma...

Paul Gasparatto
06/12/2012

To: 'Gary Lang'

From: **Paul Gasparatto** (Paul.Gasparatto@ontarioenergyboard.ca) This sender is in your [contact list](#).
Sent: December-06-12 2:47:48 PM
To: 'Gary Lang' (garyl原因2@sympatico.ca)

Dear Mr. Langematz,

Sorry but since I do not work in that department, I am unfamiliar with their processes for escalating complaints to higher levels. So I have no information to provide on possible next steps.

Regards,

Paul Gasparatto
Policy Advisor
Regulatory Policy

Ontario Energy Board
P.O. Box 2319
2300 Yonge Street, 27th Floor
Toronto, ON M4P 1E4
Tel: 416-440-7724
1-888-632-6273 ext. 724
Email: paul.gasparatto@ontarioenergyboard.ca

For general enquiries, please write to the Market Participant enquiry e-mail at market.operations@ontarioenergyboard.ca

Gary Lang
05/12/2012
To: paul.gasparatto@ontarioenergyboard.ca

From: **Gary Lang** (garyl原因2@sympatico.ca)
Sent: December-05-12 8:12:55 PM
To: paul.gasparatto@ontarioenergyboard.ca (paul.gasparatto@ontarioenergyboard.ca)

Dear Mr. Gasparatto

Thank you for your reply.
Ms. S. Rousseau will not investigate !
she considers the matter closed.

To who can I appeal this matter to ?
Maybe someone with some more in depth legal experience at the OEB.?

NO seems to want to help condo owners !
Sincerely
G. Langeamatz

Paul Gasparatto
05/12/2012
To: 'Gary Lang', Sophie Rousseau

Dear Mr. Langematz,

I understand that you have been dealing with Sophie Rousseau from our Compliance and Consumer Protection department regarding your concerns. That department is the group here at the OEB you should continue speaking with.

Regards,

Paul Gasparatto
Policy Advisor

Regulatory Policy

Ontario Energy Board
P.O. Box 2319
2300 Yonge Street, 27th Floor
Toronto, ON M4P 1E4
Tel: 416-440-7724
1-888-632-6273 ext. 724
Email: paul.gasparatto@ontarioenergyboard.ca

For general enquiries, please write to the Market Participant enquiry e-mail at market.operations@ontarioenergyboard.ca

Hydro disconnection and consumers rights

Paul Gasparatto
06/12/2012

To: 'Gary Lang'

From: **Paul Gasparatto** (Paul.Gasparatto@ontarioenergyboard.ca) This sender is in your [contact list](#).
Sent: December-06-12 2:47:48 PM
To: 'Gary Lang' (garyl原因2@sympatico.ca)

Dear Mr. Langematz,

Sorry but since I do not work in that department, I am unfamiliar with their processes for escalating complaints to higher levels. So I have no information to provide on possible next steps.

Regards,

Paul Gasparatto
Policy Advisor
Regulatory Policy

Ontario Energy Board
P.O. Box 2319
2300 Yonge Street, 27th Floor
Toronto, ON M4P 1E4
Tel: 416-440-7724
1-888-632-6273 ext. 724
Email: paul.gasparatto@ontarioenergyboard.ca

For general enquiries, please write to the Market Participant enquiry e-mail at market.operations@ontarioenergyboard.ca

From: Gerhard Langematz [REDACTED]

Dec 4 2012

To Mr. Paul Gasparatto
Market operations

My complaint and request for help.

I am paying for Hydro inclusive in my condo fees and have for the last 20 years, three month ago Carma inc. unlawfully disconnected electricity to my unit. Lawyer's have quoted +\$100,000.00 for a trial.

Carma OEB License # ES-2007-0965 a regulated Unit Sub(& smart) metering provider breached applicable Laws and ethical business practices. The OEB has the power under the ECPA and OEB Act to enforce consumer protection for basic **Freedom of contract**, also the

authority over Exempt distributors for their activities and conduct regarding improper energy contracts.

Please seriously consider evidence for a Hearing, please have an investigations officer conduct a detailed enquiry into the contravention of owners / consumers energy rights, e.g.

Without consumers/owners knowledge Carma knowingly made and signed an unlawful third party contract to be implemented and binding on all owners of Simcoe Condominium Corporation #171. Carma advertised and wrongly informed Condominium Directors that they had the legal right to confidentially obligate consumers to payments, Carma advising and requiring in their contract that the condo directors to do so without : Proper majority voting consent; Without proper notification; Without disclosure to consumers for a contract contravening many judicial consumer and condominium Laws & ownership rights, i.e.

(a) The doctrine of privity, which in common law provides that a contract cannot confer rights or impose obligations arising under it on any person or agent except the parties to it.

(b) An ultra vires contract created by Carma disconnecting and interfering with the owners /consumers prior 20 year provision of Hydro guaranteed under the condominiums unaltered legally binding enabling statutes, causing owners to pay unwarranted fees above the Local Distributors contract.

(c) The removal of fair equalize billing without a energy audit of units, violating energy consumer protection, by way of a profiteering contract not mandatory or prescribed under law for our electrically heated building, segregating owners financial resources needed for necessary insulation and other disregarded energy conservation upgrades.

* A forced monopoly contract without choice except disconnection, with no compensation formula for hydro and associated costs now expropriated.

* A contract subjecting many owners/residents of substandard energy efficient units to a prohibitively disproportional increase in electricity costs, downloading separated tier rates and increased delivery charges without benefiting owners with Time Of Use rates.

* A ten year contract, resulting in \$400,000.00 of unjust imposed costs to 174 consumers, binding all low volume and future consumers to electrical usage monitoring without regard for consumers signed permission.

* With no genuine & reasonable conduct by Carma to enter into a valid duress free contract with consumers before installation or through Carmas' imposed duplicitous enrolment forms.

* The OEB should investigate evidence of Carma's misrepresented benefits to consumers, their sales representatives presenting residents with deceptive and bias information.

The OEB should examine Carma's proclaimed un-rescind-able energy contract with obscure unjust termination penalties, concealed as over inflated liquidated damages, a contract with misleading cryptic fine print, that takes away just and reasonable rates for many rate payers.

The Representations and Warranties required by Carma's contract infringe on the owners and future owners rights and constitutional liberties. examples; Section 3.1(d). s3.1(e). s3.2(b). s3.2(c). and Schedule G page 29 {" All Residents will be subject to" } & {" Residents are "required" to submit"}.

These and other binding requirements by Carma remove the owners lawful ability for normal self-direction. done confidentially without the newly obligated customers knowledge thus thwarting opposition and nullification.

In EB-2009-0308) the Ontario Energy Board's Compliance Order, stated that Toronto Hydro "shall not include any additional, or require any representation or warranty from the customer
Many sections of the Carma contract require "representations and warranties"

Carma acted on the contention; that they have the authority under sections of the ECPA to disregard end customers consent, Carma claims these sections overrule the Condominium act and consumer protection, our Declaration and By-laws.

Owners contend the ECPA legislation sets out a framework for enabling suite metering in multi-unit buildings, including ensuring informed consent for residents. The ECP Act does not mandate unit metering & billing for our situation and circumstances. Carma had no legal authorization to force their services on consumers.

Over 90 percent of SCC171 owners had just preceding the contract objected to any unit sub-metering. Based on Carmas contentions, owners were denied 3 requisition meetings by management and directors to vote on the contract that would expropriate an essential incisive utility.

The evidence in case law and rulings is clear for similar contracts, cases which have upheld owners contract rights.

The OEB August 13, 2009 in EB-2009-0111 made a decision and order for compliance for a similar situation & issue. Therefor the OEB has reasonable ground's to hold a hearing to determine the validity of the contract and "Carmas contention" , for clarity and jurisdiction of law.

The OEB under it own motion has the authority to ask for an opinion of the Divisional Court upon the question, that is a question of law under the jurisdiction of the OEB, such as the following questions of law concerning public interest and energy consumer protection;

- Can a private company after the semi deregulation of electricity distribution use consumer protection legislation to deny condo hydro consumers the right of democratic majority consent, forcing a monopoly situation when there are choices (and less expensive choices) available to consumers?

- Can ambiguous sections of the ECPA be used to enable third party contracts, to override Civil law and the consumer protection granted residents under the Condominium Act and other Acts ?

-Is a private Hydro billing contract that is not approved by the prescribed majority of owners prejudicial for current and future condo customers?

- Can prior mandatory duties and obligations to condo consumers for Hydro be set-aside by a sub metering distributor's contract which was NOT entered into in an officially Sealed and legal manner?

- Can Smart Metering Policy by "regulatory compact" remove civil and legal rights for a purported separate consumer class of (condo units prior to deregulation & efficiency standards)?

Carma inc. as a OEB licenced independent contractor has required resolutions from our directors which contravenes section 56.(1) of the Condo Act. "The board may, by resolution, make, amend or repeal by-laws, not contrary to this Act or to the declaration". also contrary to section 119 (1).

Unit sub (& smart) metering Providers should not disregard what constitutes a substantial change in a service that the condo corporation provides to its members. The Condominium Act states under section 97 (4). "unless the owners who own at least 66. 2/3 percent of the units of the corporation vote in favor of approving it." and Section 176 States. "This Act applies despite any agreement to the contrary." 1998, c. 19.

The Ministry of Energy, the OPA, OEB, ISO, the Smart Metering Entity (IBM). and all others involved should consider a possible better (and cheaper) solution for existing and future condo unit smart metering, it would be To encourage condos owners through their corporations to purchase and self smart meter, which can be done for less then one fifth of Carma's contract cost to owners!
The Governments policies should be mindful in assuring that the costs to be recovered from ratepayers are legal and reasonable.

Hydro for my home has been unlawfully disconnected as of August 20, 2012 12:30 pm
Disconnected how for over 3 months Samuel property management company now wants to force past and future billing for my unit, including security deposit, penlites and interest through an addition common element fees, using Carma's insecure monitoring & data collection service.

Carma does not have my consent to reconnect with monitoring or disseminate my personal biographical information. The property management (Samuel Ltd.) which is fully backing Carma does not have a sub metering license.
It is rarely the case that an organization will intentionally and maliciously violate someone's privacy when they are not a customer.

The Minister of Consumer Services has said this situation falls under the Energy Boards jurisdiction, Sophie Rousseau an OEB Advisor says hire a lawyer.

I can understand why the OEB does not want to be drawn into Condo disputes or contract signing authority, But they do have the mandate to regulate under the ECPA and to enforce consumer protection. The OEB has already exercised jurisdiction, as with the many energy contracts that it has held hearings on (Sumitt Energy)

The OEB has ruled: The unit sub-meter provider shall not seek to recover from that person any charges for service provided to the property unless the person has agreed to be the consumer.

Our Declaration & By-laws made before the 1998 Condo Act mentioned in the ECPA plainly state in fact that there is no separate unit metering, utility and associated costs are guarantee inclusive in the monthly condo fees.

-----Case Law

The *Condominium Act* is a piece of consumer protection legislation and should be interpreted with this purpose in mind: *Abdool v. Somerset Place Developments of Georgetown Ltd.* (1992), 10 O.R. (3d) 120 (C.A.) at 130-31. See *Peel Condominium Corporation no. 668 v. Dayspring Phase I Ltd.* 2006 Carswell Ont. 767 (Ont. S.C.J.).

Contracts entered into by a company which were not authorized by its articles are in contravention of the Companies Act are ultra vires. In *Angus v. R Angus Alberta Ltd. reflex*, (1988), 85 A.R. 266 at para. 42, 58 Alta. L.R. (2d) 76 at 87, 50 D.L.R. (4th) 439 at 449 (C.A.), this Court stated:

Acts of a company carried out in contravention of the Companies Act are illegal and ipso facto ultra vires because they are incapable of being ratified by the shareholders.

The shareholders cannot approve a breach of statute...

Citation: *Duong v. Waterloo North Hydro Inc.*, 2004 CanLII 6241 (ON S.C.)

The common law doctrine of privity which as the learned author, G.H.L. Fridman, *The Law of Contract in Canada*, 4th Ed. (Scarborough, Thomson Canada Limited, 1999), at p. 197, points out developed in the nineteenth century in England. This doctrine stipulates that only the original parties to a contract acquire or are exposed to liability: see, for example, *Maritime Life Assurance Co. v. Regional Capital Properties Corp.* (1996), 44 Atla. L.R. (3d) 257 (Alta. Master); aff'd. (1996), 195 A.R. 102 (Alta. Q.B.); aff'd. (1997) 57 Alta. L.R (3d) 401 (Alta. C.A.); and *Bilson v. Kokotow* (1995), 8 O.R. (2d) 264 (Ont. H.C.); aff'd. (1978), 23 O.R. (2d) 720 (O.C.A.); leave to appeal refused (1978), 23 O.R. (2d) 700 (S.C.C.). [26] G.H.L. Fridman, at pp. 203-206,

(redacted yearly SCC 171 Board Minutes maybe found at
<http://regattacondominiums.yolasite.com>)

Carma Billing Services Inc., 132 Walsh Road, Lindsay, Ontario K9V 4R3

Tel: 1-888-298-3336 or 416 260 4264 V.P. Shannon Williams Ext 241 Fax 1 866-577-1224
info@Carmaindustries.com Website: www.Carmaindustries.com

Mailing address for 65 & 75 Ellen Street:

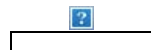
Board of Directors of Simcoe Condominium Corporation (S.C.C. # 171) and Samuel Property Management. 65 Ellen Street, P.O. Box A, Barrie, Ontario L4N 3A5. Email scc156171@rogers.com 65 Ellen St. BOX A 705 721-9638. Fax 705-721-8137

Samuel Property Management Ltd. Head office, 1120 Finch Ave. West, Suite #801 Toronto, Ontario, M3J 3H7 Telephone: (416) 398-5757
Fax: (416) 398-4988 gino.sisera@samuelproperties.com

All information submitted respectful.
Sincerely Gerhard Langematz

o Settlement Offer

Shannon Williams
14/12/2012



To: 'Gary Lang'
Good Morning Mr. Langematz,

Thank you for your continued communications. I will ask the billing department to make a note on your account.

We do not provide direction to the Condominium Corporation regarding how to operate the Condominium. That is their business.

The call centre called you to make arrangements for payment of your arrears. They are trying to work towards having the account settled.

Again, thank you for your correspondence.

Regards,

Shannon Williams
Vice President

CARMA Industries Inc.
p: (705) 878-0711 x. 241

Confidentiality Warning: This e-mail contains information that is confidential and is intended only for the use of the named recipient(s). If you are not the intended recipient, you are hereby notified that any review, copying or distribution of this transmission is strictly prohibited. Please contact Carma Industries Inc. immediately if you have received this transmission in error and delete this message.

Gary Lang
13/12/2012
To: Shannon Williams

To: Carma Billing Services Inc. & their legal consul.
132 Walsh Road, Lindsay, Ontario K9V 4R3
Tel: 1-888-298-3336 or 416 260 4264 V.P. Shannon Williams Ext 241 Fax 1 866-577-1224 info@Carmaindustries.com
Website: www.Carmaindustries.com

From: G. Langematz  Without prejudice.


Dear Ms. Williams & your legal consul.

December 13 2012

My Email letter of Dec. 11 was in response to Carma's prompting S.C.C.#171 Directors to collect charges, fees & penalties Carma wrongly believes are due from me.

S.C.C.#171's Directors as of Dec. 4 want to reconnect my unit's Hydro with continued monitoring, requiring payment of past and future Carma billing through additional condo fees, to be demanded and realized through the property management's billing.

The phone call from your billing department on Dec 12 2012 asking for payment was again a misinterpretation of my emails purpose.

It is: To have Carma restore to my property," Hydro service=like it was before Carma's forced unit metering & Billing."

Settlement Offer. To Carma for their disconnection and Conversion of my unit's Hydro & costs, for damages with compensation, for subjection to a third party contract and for the contraventions of my rights.

The following first remedy maybe best for all.

#1. Allow owners / future owner's and any bona fide purchaser the freedom of choice of unit metering providers, work together with the corporation and owners for a fair and equalized billing formula, conduct a true building (unit) energy audit that would balance owner's costs for energy loss due to lack of proper insulation, help to correct deficiency's that would have made unit metering fair. Compensate and reimburse owners paying extra unjust costs through your disproportional billing. Promise to seek proper consent of condo membership in future dealings.

or

Outcome # 2. A possible rescission and rectification in relation to the Privity of contract.

or

#3. A Class or individual settlement with owners for the Conversion; of a right.

Owners maybe seeking an adequate remedy of the amounts Carma has become liable for by taking over the payment of the LD bill: The fulfillment of S.C.C.#171's prior duty for inclusive Hydro & costs. Amounts which should be payable in part to a trustee for the compensation of a established service, to be held in trust for owner(s) Hydro costs for the unit(s), I cannot speak for other owners or bona fide purchasers who may seek Lex loci contractus restitution (under the Condo Act & Business Corporations Act) *Under Lex Fori Every term in Carma's contract should be found unenforceable.*

1. For the increased disproportional costs Carma's billing is subjecting them to.

2. For Carma exposing them to penalties, fines, fees, disconnection, rental charges, & removal fee / liquidated damages with an unapproved contract.

3. For owners invasion of privacy & dissemination of personal information.

4. For unfair depreciation value on their property due to unjust billing, plus some owners moving costs, due to no longer being able to afford their housing costs.

5. For Carma's unjust enrichment by subtraction...

To make a Prima facie case!

The test for unjust enrichment has three elements: (1) an enrichment of the defendant;

(2) a corresponding deprivation of the plaintiff; and (3) an absence of juristic reason for the enrichment.

1. Carma is obviously making money, without the consent of the consumer. (49th highest paid Women VP)

2. Carma is depriving the owners and residents a portion of their funds for Hydro and delivery costs, adding increased tiered rates, interest* penalties, fines and charges.

3. Carma has no legal grounds under the ECPA for mandatory unit metering and is contravening Condo & Business ACT Legislation, forcing covenants & implying monetary damages on owners of this old poorly insulated / electrically heated building. Carma had no justification in law to make a deceptive conveyance with condo directors for a ipso facto ultra vires pact incapable of being ratified by the condo membership *. Carma secretly implemented for a unlawful Specific Performance contract that +90 % of members did not want. Carma's denying consumers a choice for Carma's unnecessary supply of a commercial article (*sub-meters*) which can be had at lower costs is Anti-competitive. A contract that also undertook to circumvent the provisions our enabling statutes to profit Carma for the monopoly enslavement of owner's chattels through a pact that can be bought and sold.

Last year (2011) the Hydro & costs for SCC#171 were reported to be \$219,770.00 including common elements & without unit metering, by removing the common element cost -\$90,000 (25%) a difference of \$129,770.00 is left, this equaling the aggregated cost of owners hydro.

Carma is increasing costs by +\$38,000. (or a 30% increase, per KW hour)

to meter about \$129,770.00 worth of electricity, given its the same total usage for 2012.

Carma has increased costs! Instead of decreasing costs as promised to owners. Any cost increase over 20% is considered unreasonable.

*1 Citation *Garland v. Consumers' Gas Co.*, [2004] 1 S.C.R. 629, 2004 SCC 25

*2 Citation: *Duong v. Waterloo North Hydro Inc.*, 2004 CanLII 6241 (ON S.C.)

I ask Carma's legal consul to mitigate costs, to tender an equitable offer to settle without prejudice as to liability.

I await your response or an acceptance of offer.
Sincerely G. Langematz December 13 2012

An adequate remedy at law is a legal remedy (either court-ordered or negotiated between the litigants)

Conversion: a distinct act of dominion wrongfully exerted over another's personal property in denial of title and rights therein, the derogation, exclusion, and defiance of such title and rights, done without consent and without lawful justification.

Bona fide purchaser for value without notice – is a term used in the law of real property and personal property to refer to an innocent party who purchases property without notice of any other party's claim to the title of that property.

o **reconnection**

Shannon Williams
11/12/2012

To: 'Gary Lang'

Thank you for your email. I am presently out of the office but will ask that the billing department contact you tomorrow to discuss payment arrangements.

Regards,
Shannon
Gary Lang
11/12/2012
To: Shannon Williams

From: garyl原因2@sympatico.ca
Sent: December-11-12 9:09:33 PM
To: Shannon Williams
To: Carma Billing Services Inc., 132 Walsh Road, Lindsay, Ontario K9V 4R3
Tel: 1-888-298-3336 or 416 260 4264 info@Carmaindustries.com Website: www.Carmaindustries.com
ATT: V.P. Shannon Williams Ext 241 Fax 1 866-577-1224

From: [REDACTED]
[REDACTED]

Dear Ms. Williams December 11, 2012 Without prejudice.

There is no change of position,
My Intent cannot be interpreted as to ever agreeing to your company's contract contravening our Declaration,
The Condo Act and Consumer protection legislation.

I advise Carma to: **remove their unit metering ring** from my unit's distribution wires,
delete any usage information they have collected without permission,
and above all, **reconnect the electricity to my unit**,
To apologize for menacing;
(1) a collection agency,
(2) to harm my credit rating,
(3) a debt that is not outstanding, preventing a Clear Title to my property.

Please do not continue to disseminate my pasted usage information.
(including to Samuels property management).

It is very clear there is No purported benefits to owners from this contract.

As of Dec 7 2012 SCC# 171 is claiming the cost of Hydro for the common elements is \$90,000.00 increasing condo fees by 3.18 percent.

Carma declares common elements make up \$5,000.00 on a \$20,000.00 Hydro Bill, that translates to 25%.

If \$90,000. really is the common elements proportion (or 25%) then the total Hydro Bill would be \$360,000.00.

Hydro cost \$234,513.00 in 2010.

What percentage is Carma increasing costs for the Total LD Bill.?

Is Carma familiar with the following?

Timing of verification ECPA 2010, c. 8, s. 15 (4).

Need for verification of contract ECPA 2010, c. 8, s. 15 (1).

Definition, account holder (b) in whose name invoices would be issued by the distributor or gas distributor in respect of the provision of electricity or gas, if the invoices were not issued by a supplier. 2010, c. 8, s. 11 (6).

Any ambiguity that allows for more than one reasonable interpretation of a contract provided by a supplier to a consumer or of any information that must be disclosed under this Part shall be interpreted to the benefit of the consumer. 2010, c. 8, s. 6.

The rights of a consumer under this Part are in addition to any other rights of the consumer under any other Act or by operation of law and nothing in this Part shall be construed to limit any such rights of the consumer. 2010, c. 8, s. 5 (1).

Unit Sub metering code. 7.2 The Licensee shall not disclose information regarding a consumer, retailer or distributor to any other party without the written consent of the consumer, retailer or distributor, except where such information is required to be disclosed

There always must be an element of voluntarily dealing with another's property,
Carma's employee having disconnected my Hydro service has taken away the following
services guaranteed by my prior contract with SCC#171 and there by contravening
rights under City of Barrie By-law.

2011-138 Property Standards Bill No. 156 Sections;

33. Kitchens

33.3. Every main cooking space shall have provided an adequate and approved energy source.

35. Ventilation

35.4. An opening for natural ventilation may be omitted from a bathroom or washroom where a system of mechanical ventilation has been provided, such as an electric fan with a duct leading to outside the dwelling.

35.5 All systems of mechanical ventilation of air conditioning shall be maintained in good working order.

36. Heating system

36.1. Every dwelling shall be provided with an approved heating system capable of maintaining a room temperature of 20 c at 1.5m above floor level and 1 m from exterior walls in all habitable rooms, bathrooms and washrooms.

37. Electrical Services

37.1 Electrical facilities complying reasonably with the requirements of the service provider shall be provided for all residential accommodations.

37.2. The electrical wiring and all electrical fixtures located or used in a dwelling shall be installed and maintained in good working order and in conformity with the Ontario Electrical Safety Authority.

37.3 Every habitable room shall contain at least one electrical duplex convenience outlet where the floor area does not exceed 11m² For each additional 9m² of floor area, an additional outlet shall be provided.

38. Light

38.1. Every dwelling shall be wired for electricity and lighting equipment shall be installed throughout to provide illumination.

The Provincial Offences Act is a provincial statute that sets out procedures for the prosecution of offences under other

provincial statutes and regulations and municipal by-laws. Under a Memorandum of Understanding, municipalities are responsible for the administration of courts hearing *Provincial Offences Act* (POA) matters and the prosecution of certain POA cases on behalf of the Attorney General.

Under the Provincial Offences Act Section 137

will subject those who knowingly contravene certain sections of the Condominium Act to an offence and if convicted, to a fine and/or a compliance order. The purpose of the Provincial Offences Act is to replace the summary conviction procedure for the prosecution of provincial offences with a procedure that reflects the distinction between provincial and criminal offences.

Failure to hold Trust Monies in accordance with the Condominium Act

The failure of any person who receives money on behalf of or for the benefit of the condominium, including money received from owners for common fees or the reserve fund, to hold the money and any interest earned thereon in trust for the performance by the condominium of its duties and obligations (subsection 115(1)).

Conversion is a common law tort.

A conversion is a voluntary act by one person inconsistent with the ownership rights of another.

It is a tort of strict liability.

Its criminal counterpart is theft.

I ask Carma and their legal consul to again mitigate costs, to tender an offer to settle without prejudice as to liability.

Audi Alteram Partem

Sincerely G. Langematz DEC. 11 ,2012

Bill Collection agency and credit rating, Feb 19 2013.

Shannon Williams

20/02/2013

To: 'Gary Lang'

Cc: rwilliams@carmaindustries.com, 'Donna Kinapen', hrtto.registrar@ontario.ca, paul.gasparatto@ontarioenergyboard.ca, joe.kavanagh@mgs.gov.on.ca

Thank you for your email.

My most recent response to you was as follows (date February 15, 2013 at 8:15am):

By copy of this email I will ask the billing department to send you a screen shot of your account so you can see a detailed breakdown of the charges that are in arrears.

Should you continue to have concerns regarding the contract the Board signed with Carma on behalf of all unit owners, please address the issue accordingly.

With respect to the reconnection of your electricity, this will be schedule once the arrears on your account have been paid in full.

I would ask that you reference your monthly statements that you have previously received in the mail. Those bills will contain a breakdown of the electricity charges that form the total bill.

Carma was requested by the Board of Directors of your Condominium Corporation to submit a proposal for submetering, billing and collection. Our proposal was accepted, submeters were installed and billing commenced.

Reconnection of your electricity can be scheduled once payment of the arrears has been received.

You should make management aware of any mould growth in your unit.

Regards,

Shannon Williams
Vice President

CARMA Industries Inc.
p: (705) 878-0711 x. 241

Confidentiality Warning: This e-mail contains information that is confidential and is intended only for the use of the named recipient(s). If you are not the intended recipient, you are hereby notified that any review, copying or distribution of this transmission is strictly prohibited. Please contact Carma Industries Inc. immediately if you have received this transmission in error and delete this message.

•
Gary Lang
19/02/2013

To: Shannon Williams, rwilliams@carmaindustries.com, Donna Kinapen, hrto.registrar@ontario.ca,
paul.gasparatto@ontarioenergyboard.ca, joe.kavanagh@mgs.gov.on.ca

From: [garylang2@sympatico.ca](mailto:garyl原因2@sympatico.ca)
Sent: February-19-13 8:40:31 PM
To: Shannon Williams; rwilliams@carmaindustries.com; Donna Kinapen; hrto.registrar@ontario.ca;
paul.gasparatto@ontarioenergyboard.ca; joe.kavanagh@mgs.gov.on.ca

From: [REDACTED]

To: Carma Billing Services et al, Feb 18,2013

Subject: Bill Collection agency and credit rating, Feb 19 2013.

Dear Ms. Williams,
Thank you for your reply.
To respond to Carma's accusation that I have not fulfilled your implied contract.
I ask Carma, please do not cause irreparable harm to my credit rating as threatened, rather, acting in good faith and without fraud I request that Carma sue me, to recover their claimed debit.

Since there is no regulatory body for Exempt Distributors, and its clear now, that the OEB and Consumer Services will not investigate the unlawful disconnection and unjust billing of condo owners because it is not within their jurisdiction.

(I would think this would be an chance for the OEB to fix the ECPA statutes and look into licensing exempt distributors)

I ask that Carma take this matter to Superior or Divisional court, there is a substantial issue and cause for trial.

(**Constitutional**) to establish if condo owners are equal before and under the law, if they have a right to the equal protection and equal benefit of the law without discrimination.

It is important to determine if Carma is correct in their contention that condo owners rights under the law are "trumped" as you put it by the Energy Consumer Protection Act, To find out if unit sub-metering providers can disregard an older buildings deficiency's and force billing on owners without consent, it is important to judicially understand what those sections of the ECPA are trying to accomplish with no Time of Use Rates, the intent of removing owners rights is uncertain and hopefully be construed by the courts, for the public trust.

Do condo owners still have the right to vote under the Act ? and should condo owners as consumers have the same equal rights, as afforded other property owners / consumers in the Province, to say NO to forced unit hydro Billing,

Our condo directors still have not created a legal negative easement (By-law) or encumbrance registered against the owners rights of property, therefor I maintain; it is still not my obligation to be Carma's customer.

The Freedom Of Contract is a very important issue for all condo owners in Ont. in that every citizen of Canada has the right to be presumed innocent (of billing debit) until proven guilty according to law in a fair and public hearing by an independent and impartial tribunal.

I believe your contract is unenforceable against third parties. 2006, c. 34, Sched. E, s. 11 (4).

Thank you for the screen shot of your accounting, but you have not provided a break-down of Carma's charges vs electricity charges. Please separate the invoice items, which Carma claims I have ordered and purchased, including LPP's.

Everyone has the right not to be subjected to any cruel and unusual treatment or punishment.

I have lived at 75 Ellen St. for 20 years, the temperature in my unit has reach below healthy living standards, this constitutes an undue burden, with no heat & ventilation, mold growth is rampant from the leaks and condensation, your disconnection of hydro on Aug.20 2012 has resulted in a health hazard, I fear for the security of my person. I withdraw my reasonable offer for minimal recompense two week from today, and ask Carma to settled this litigation matter with me in court.

From G. Langematz Feb 19 2013

Hydro and winter

Shannon Williams

05/11/2012

To: 'Gary Lang'

Cc: 'Leslee Bax'

From: **Shannon Williams** (info@carmaindustries.com) This sender is in your [contact list](#).

Sent: November-05-12 12:59:23 PM

To: 'Gary Lang' (garyl原因2@sympatico.ca)

Cc: 'Leslee Bax' (accounting@carmabillingservices.com)

Thank you for your email Mr. Langematz,

I am sure the billing and collection department will restore your hydro upon payment of the arrears.

Once payment is received, reconnection can be scheduled and billing for your usage will resume.

Regards,

Shannon Williams

Vice President

CARMA Industries Inc.

p: (705) 878-0711 x. 241

Confidentiality Warning: This e-mail contains information that is confidential and is intended only for the use of the named recipient(s). If you are not the intended recipient, you are hereby notified that any review, copying or distribution of this transmission is strictly prohibited. Please contact Carma Industries Inc. immediately if you have received this transmission in error and delete this message.

Gary Lang

03/11/2012

To: Shannon Williams

From: Gerhard Langematz [REDACTED] Nov 2 2012

To: **Carma Billing Services Inc., 132 Walsh Road, Lindsay, Ontario K9V 4R3**

Dear Ms. S. Williams V.P.

Please, restore on my units Hydro. (disconnection Aug 20 2012) Mitigate my damages, Then send the bill to SCC#171 and let them take the responsibly for any Hydro payment collection.

Your billing department supervisor refused my request for a letter stating your company has finally disconnected me as we discussed back in January. I have not received any Carma invoices for September or October with interest charges on the past bills.

If Carma is finished sending me bills.

Can I have a **Final** invoice breaking down Totals such as charges for; Hydro, Delivery, Late payment, Taxes.....that you claim are due.

1. Does Carma

(a) intend to send the demanded for payment invoices to a collection agency, hurting my credit rating, as threatened? or

(b) take me to court to enforced a lien.?

2. Why does Carma withhold the Transformer rebates on bills to owners?

I have not received any of my due share of the Clean Energy Benefit under ONTARIO REGULATION 495/10 (3) If the amount the person is entitled to receive from an issuer but has not received is at least \$10, the issuer shall, no later than September 30, 2011, mail or deliver by hand the unpaid amount to the person's most recent address known to the issuer.(5) Despite subsection (3), no amount is payable as a reimbursement to a unit sub-meter provider who fails without reasonable cause, (a) to provide any information required to be provided under this Regulation within the time it is required to be provided; or (b) to comply with any requirement specified by the IESO. My proportional share of the benefit should be about .04444 of the total monthly bill.

3. Please send the money, from the Government benefit you are withholding.

On August 20 2012 about 1:30 PM a Carma employee wrongfully disconnected my units Hydro, also without a courtesy warning notification. I believe this disconnection contrives sections from the City of Barrie By-law 138. I'm sure Carma does not care if I freeze, but please consider possible resulting damage to other units.

4. I received another late notice invoice dated Aug 30 !

Did this payment notice of \$471. included a reconnection charge, and security deposit charge ?

Why is Carma maintaining I must pay these charges? I will never choose to be your customer. I should not have to pay a security deposit for any new owner of my unit.

I will not change my views, that sub-metering is unfair for owners without insulation.

After checking legal **precedent**, Does your company still wrongfully sustain that I am responsible for any past debit (or ongoing interest charges) for Carma's implied contract. Please rethink !!!.

According to Carma's contract with SCC#171 Owners are responsible for paying billing and rental charges= (\$16.30 + tax per month) for the sub-metering equipment, does this still apply to disconnected owners?

Mr. Richard Ellis of Samuel Property Management & Mr. Warman the president of the SCC#171 stated in a letter and emails that I will not receive any requested information on Hydro, also refusing to give a letter of Clear Title for any outstanding common element amounts (such as Hydro), which I requested under Article 13 of By-law #1 The SCC#171 Board is Refusing permission to allow owners like myself to unit sub-meter or smart-sub-meter with Powerstream for TOU and Equal billing benefits.

Since under the law I am not Carma's customer, your company had no right to remove the benefits included in my standard unit, shutting off my ; Heating, A/C, Ventilation, Fridge, Stove, Washer, Computer, Answering machine, Drier, Smoke alarm & necessary light....

Under ; Civil law, our Declaration, Bylaws, The Condo Act, the directors had no right to enter into an agreement with Carma for any billing contract amending the statutes of ownership, or to currently refuse payment for hydro. Carma had no right to remove Hydro without consent or to force a monopoly contract on owners.

Sincerely G. Langematz

Shannon Williams

11/07/2012

To: 'Gary Lang', 'scc171', jawarman@yahoo.com, boardsec@ontarioenergyboard.ca, joe.kavanagh@mgs.gov.on.ca, bryan.leblanc@ontario.ca, maureen.helt@ontarioenergyboard.ca, rod.jackson@pc.ola.org, rmarchese-co@ndp.on.ca, hrto.tdpo@ontario.ca, sarah.griffiths@powerstream.ca, dzlomislic@thestar.ca, pduffy@stikeman.com, raulakh@thestar.ca

From: **Shannon Williams** (info@carmaindustries.com) This sender is in your [contact list](#).
Sent: July-11-12 2:40:39 PM
'Gary Lang' ([garylang2@sympatico.ca](mailto:garyl原因2@sympatico.ca)); 'scc171' (scc156171@rogers.com); jawarman@yahoo.com;
To: boardsec@ontarioenergyboard.ca; joe.kavanagh@mgs.gov.on.ca; bryan.leblanc@ontario.ca;
maureen.helt@ontarioenergyboard.ca; rod.jackson@pc.ola.org; rmarchese-co@ndp.on.ca; hrtio.tdpo@ontario.ca;
sarah.griffiths@powerstream.ca; dzlomislic@thestar.ca; pduffy@stikeman.com; raulakh@thestar.ca

Thank you for your correspondence.

You have asked if this issue can be escalated to the Ontario Energy Board and legal counsel. I believe that, by you including them on your email to Carma last night, they will respond to you as they see necessary.

Our company did not force the owners into a contract. Proposals were requested by the Board of Directors. They were reviewed, meetings were held (that included residents) and a decision was made. At no point in our corporate history has Carma forced a Board of Directors, Landlord or Developer to use Carma. We provide proposals and information and the final decision is left to those who are in a position to make it.

Thank you for expressing your concern regarding other units in the building. For purposes of our communications, I am able to discuss your unit.

Your electricity is still supplied from the same source prior to submetering, PowerStream. Our service simply provides equipment to monitor each unit's electricity usage and bill it accordingly. Should you wish to engage a retailer, rather than have your electricity supplied by PowerStream, you need to speak with the Corporation.

The agreement commenced April 2011. The annual escalation occurs after each anniversary. Only the monthly administration fee is subject to the annual increase. The fee related to the metering equipment is fixed for the term.

The Ontario Energy Board website has a bill calculator for Local Distribution Companies. You can compare your current bill with that of a bill from a Local Distribution Company for where you reside.

Costs have not increased with Carma's billing. Carma remits 100% of the amount billed (less the monthly administration fee). As an example, if the PowerStream invoice is \$20,000.00 and the amount billed to Residents by Carma (less the monthly administration fee) is \$15,000.00, then the common area is \$5,000.00. There are no markups. Reports are provided to the Condominium Corporation to confirm the remittance amount and validate the monthly administration fees.

The amounts that you have listed below as being billed are for the commodity (electricity) only. In addition to commodity charges, there are delivery, regulatory and debt retirement charges. Your average monthly bill has been \$47.00. The Condominium Corporation is not licensed by the Ontario Energy Board to provide submetering, billing and collection services. With respect to the bill format, we use the Ontario Energy Board standard four line format to ensure Customers receive a bill that is similar to other local distribution companies across the Province of Ontario. Should the Ontario Energy Board amend the four line format, we would follow suit, (as we did when the 10% Ontario Clean Energy Benefit was introduced).

Mr. Langematz, as previously stated, I cannot provide comment on the operation/decisions of the Board of Directors. My responsibility is the operation of Carma.

I have made the billing department aware of your request to have the services disconnected and your wish not to pay the monthly electricity bills. As mentioned earlier this week, the billing department has not disconnected your services earlier in an attempt to work with you.

With respect to sections 4.1.10 and 4.1.11 of the Unit Sub-Metering Code: **4.1.10** *The form of payment of a security deposit for a consumer shall be cash or cheque at the discretion of the consumer or such other form as is acceptable to the unit sub-meter provider.* **4.1.11** *A unit sub-meter provider shall permit the consumer to provide a security deposit in equal installments paid over at least four months. A consumer may, in its discretion, choose to pay the security deposit over a shorter time period.* Yes, a consumer can pay their security deposit via cash or cheque or such other form as is acceptable to the unit sub-meter provider. Our Customers can pay via cheque, money order, online banking, telephone banking, at a bank branch or ATM, credit card or pre-authorized payment. Should a consumer wish to pay the security deposit over a four month period, they simply need to advise the call centre.

Thank you again for your correspondence.

Regards,

Shannon

Confidentiality Warning: This e-mail contains information that is confidential and is intended only for the use of the named recipient(s). If you are not the intended recipient, you are hereby notified that any review, copying or distribution of this transmission is strictly prohibited. Please contact Carma Industries Inc. immediately if you have received this transmission in error and delete this message.

Gary Lang

10/07/2012

To: Shannon Williams, scc171, jawarman@yahoo.com, boardsec@ontarioenergyboard.ca, joe.kavanagh@mgs.gov.on.ca, bryan.leblanc@ontario.ca, maureen.helt@ontarioenergyboard.ca, rod.jackson@pc.ola.org, rmarchese-co@ndp.on.ca, hrt0.tdpo@ontario.ca, sarah.griffiths@powerstream.ca, dzlomislic@thestar.ca, pduffy@stikeman.com, raulakh@thestar.ca

From: **Gary Lang** (garyl2@sympatico.ca)

Sent: July-10-12 11:31:28 PM

Shannon Williams (info@carmaindustries.com); scc171 (scc156171@rogers.com); jawarman@yahoo.com; boardsec@ontarioenergyboard.ca; joe.kavanagh@mgs.gov.on.ca; bryan.leblanc@ontario.ca; maureen.helt@ontarioenergyboard.ca; rod.jackson@pc.ola.org; rmarchese-co@ndp.on.ca; hrt0.tdpo@ontario.ca; sarah.griffiths@powerstream.ca; dzlomislic@thestar.ca; pduffy@stikeman.com; raulakh@thestar.ca

4 attachments (total 1929.1 KB)



short submission2.pdf

[View online](#)



4 Oct 2011 residents object to forced metering.pdf

[View online](#)



5 Nov 28 2011 call for REQUISITION meeting on sub-metering.pdf

[View online](#)



5b Dec 1 2011 response from board to req meeting4.pdf

[View online](#)

From: Gerhard. Langematz [REDACTED] July 10 2012

To: Carma Billing Services
Copies: SCC #171 Directors, et al
Subject: Disconnect Notice July 12 2012 to G. Langematz, 75 Ellen, Barrie
Dear Ms. Williams Thank you for your response.

Please may we take this issue to the OEB or Superior Court for a ruling?
We need to find out if your company can force people to pay for something for which they have never contracted.

I have found you to be very polite and helpful as per your info about LEAP.
When I phoned the United way in Barrie which runs the LEAP program,
they informed me that they can only help with a one time payment of \$500.
This would only apply if the applicant has a disconnection notice.
For some SCC #171 residents in corner units that amount would not cover a winter
months billing due in part to the lack of insulation.
I find this whole metering practice very unfair to my neighbors.

I do not buy on credit. I have never in my life owed money,
so this situation is very bother-sum.
If the judgement or ruling states that I must pay because I am deemed to be your customer
by forced and implied consent I will only then ask that you PLEASE disconnect my condo unit.
I know this must seem crazy, but I do not want to be anyone's forced customer.

I can not agree with your companies present policy,
Why not first make a presentation and let owners read the full conditions of the contract and
then ask owners for their choice.
This Contract has taken away choice and the voting rights of the condo majority.

The condo board has refused to answer any of my correspondences on Hydro.

Has my condo corporation contracted you to disconnect owners?

Do I have any other option to buy Hydro else-ware for my electrically heated condo built before the *Building Code Act, of 1992* ?

Why is your company forcing owners into a 12 year monopolistic contract.?
When was the starting date of Carma's contract with SCC #171 owners?
and when will Carma's 2 percent increase be applied owners bills?

I know Hydro costs would be less from the Local Distributor.
How much has Carma increased owners costs by charging a two tier rate?

I do not need to know how much hydro I use and have no use for your services,
If I did, I would buy a meter for \$180. or less. There is no Time Of Use therefor no benefit.
My electricity usage according to your bills has been;
First bill \$19.43, Second bill \$18.68, Third bill \$ 19.05, Forth. bill \$ 18.31
Total \$ 75.47
I have asked the corporation three times to bill me directly for my electricity if they have a right to,
Their response is that I'm your customer, I disagree!
The \$38.000. plus per year your company is charging, would have went a long way in fixing the buildings lack of
insulation.

Two elected board of directors made a resolution Nov 29 2012 to install sub meters under a requisition request,
which they had no right to do under the By-laws.
This was after your company had already installed the quasi logic T-mA EMP sub-meters.
The previous board signed the contract without owner's knowledge under a requisition to cancel or delay any sub
metering contract. Owners have been denied a vote at the last two AGM's. To me this is unethical.
Owners where also told the reason that this contract was not cancelled was due to Carma's huge cancellation fee.

I think that sub metering can be helpful to a small degree if all other options fail and if done properly, inexpensively, with consent.

I made my position very clear from the beginning.

Please stop sending me bills.

Please stop the threats to disconnect my electricity.

You have specified days—now past—when you intended to cut off my service.

I do not think you have the right to stop service to my home July 12, 2012.

Has your company any precedent for your perceived right to Bill non customers?

My arrangements for electricity for the last two decades are with Simcoe Condominium Corporation #171 under our Declaration and By-laws, as registered under the R.S.O.1980 c84 Condo Act.

It is not the 1998 Condo Act mentioned in the ECPA.

I believe Carma had no right to install, lease, or bill owners without consent.

Our Declaration & By-laws have not changed.

According to the budget, Hydro costs went down \$20,000 last year without meters.

In my opinion your company never had the right to monitor my Hydro.

Your company does not give consumers the option not to be enrolled, why ?

Why are owners/consumers who have not signed any contract considered to be customers and therefore “required” to ask your company's permission to exit a contract that was not consented to.?

I believe Carma not being a distributor has no right of easement to the hydro cabinets or to disconnect a residents power line without a valid contract made with a consumer.

Why are Carma's charges not a separate line item?

A private company that bills for a public utility should not mix their profits and costs in with government permitted delivery charges.

Must your company adhere to sections 4.1.10 and 4.1.11 under the Unit Sub-Metering Code ?

I am concerned about mitigating the costs. Please note that either the Ontario Energy Board or the Consumer Protection Branch are empowered to take matters such as this to court on a point of law and not necessarily bill us for the costs. 1998, c. 15, Sched. B, s. 32 (1); 2003, c. 3, s. 27

Thank you, Sincerely G. Langematz