



# Ontario Energy Board Commission de l'énergie de l'Ontario

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## **DECISION AND ORDER**

**EB-2018-0110 & EB-2017-0111**

### **DEMARK HOME ONTARIO INC., OPERATING AS MYFIXRATE.COM**

**Applications for an Agent Only Gas Marketer Licence and an Agent Only  
Electricity Retailer Licence**

**BY DELEGATION,**

**BEFORE: Brian Hewson**  
Vice President, Consumer Protection & Industry Performance

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**July 19, 2018**

## Decision and Order

DeMark Home Ontario Inc., operating as MyFixrate.com (DeMark) filed an agent only gas marketer licence application under section 50 of the *Ontario Energy Board Act, 1998* (OEB Act) and an agent only electricity retailer licence application under section 60 of the OEB Act on April 16, 2018. DeMark is seeking the Ontario Energy Board (OEB) licences to be able to offer electricity retailers' and gas marketers' products and services as well as to offer an online signup platform to consumers on its website [www.MyFixRate.com](http://www.MyFixRate.com).

The OEB combined the applications into one proceeding, pursuant to section 21(5) of the OEB Act. The OEB issued a combined Notice of Applications and Written Hearing (Notice) on May 4, 2018. The Notice provided time for submissions on the applications, as well as responses from the applicant. No parties responded to the Notice.

This Decision and Order is being issued by the Delegated Authority, pursuant to Section 6 of the OEB Act.

After considering the evidence, the OEB finds it to be in the public interest to issue an agent only gas marketer licence and an agent only electricity retailer licence to DeMark Home Ontario Inc., operating as MyFixrate.com.

### IT IS ORDERED THAT:

1. The application for an agent only gas marketer licence is granted, on such conditions as are contained in the attached licence.
2. The application for an agent only electricity retailer licence is granted, on such conditions as are contained in the attached licence.

**DATED** at Toronto, July 19, 2018

### ONTARIO ENERGY BOARD

*Original signed by*

Brian Hewson  
Vice President, Consumer Protection & Industry Performance



# **Gas Marketer Licence Agent Only**

## **GM-2018-0110**

### **DeMark Home Ontario Inc., operating as MyFixrate.com**

**Valid Until**

**July 18, 2023**

*Original signed by*

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**Brian Hewson**

**Vice President, Consumer Protection & Industry Performance**

**Ontario Energy Board**

**Date of Issuance: July 19, 2018**

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## 1 Definitions

In this Licence:

"**Act**" means the *Ontario Energy Board Act, 1998*, S.O. 1998, c. 15, Schedule B;

"**ECPA**" means the *Energy Consumer Protection Act, 2010*, S.O. 2010, c. 8;

"**low-volume consumer**" means a person who annually uses less than 50,000 cubic meters of gas;

"**Licensee**" means DeMark Home Ontario Inc., operating as MyFixrate.com;

"**Regulation**" means regulations made under the Act or the ECPA.

## 2 Interpretation

- 2.1 In this Licence, words and phrases shall have the meaning ascribed to them in the Act or the ECPA. Words or phrases importing the singular shall include the plural and vice versa. Headings are for convenience only and shall not affect the interpretation of this Licence. Any reference to a document or a provision of a document includes an amendment or supplement to, or a replacement of, that document or that provision of that document. In the computation of time under this Licence, where there is a reference to a number of days between two events, they shall be counted by excluding the day on which the first event happens and including the day on which the second event happens. Where the time for doing an act expires on a holiday, the act may be done on the next day that is not a holiday.

## 3 Authorization

- 3.1 The Licensee is authorized, under Part IV of the Act, and subject to the terms and conditions set out in this Licence:
- a) to act as the agent or broker for seller of gas to a low-volume consumer; and
  - b) to act or offer to act as the agent or broker of a low-volume consumer in the purchase of gas.
- 3.2 The Licensee is authorized to conduct business in the name under which this Licence is issued, or any trade name(s) listed in Schedule 1.

## 4 Obligation to Comply with Legislation and Regulations

- 4.1 The Licensee shall comply with all applicable provisions of the Act, the ECPA and the Regulations except where the Licensee has been exempted from such compliance by regulation.

## **5 Obligation to Comply with Codes**

- 5.1 The Licensee shall at all times comply with all applicable provisions of the Code of Conduct for Gas Marketers, as issued and amended by the Board from time to time under Part III of the Act.
- 5.2 This Licensee shall:
- a) make a copy of the Code available for inspection by members of the public at its head office and regional offices during normal business hours; and
  - b) provide a copy of the Code to any person who requests it. The Licensee may impose a fair and reasonable charge for the cost of providing copies.

## **6 Agent for Service**

- 6.1 If the Licensee does not have an office or other place of business in Ontario, the Licensee shall ensure the continuing appointment at all times of an individual who is a resident of Ontario and is at least 18 years old, or a corporation that has its head office or registered office in Ontario, as the Licensee's agent for service in Ontario on whom service of process, notices or other documentation may be made.

## **7 Provision of Information to the Board**

- 7.1 The Licensee shall maintain records of and provide, in the manner and form determined by the Board, such information as the Board may require from time to time.
- 7.2 Without limiting the generality of paragraph 7.1, the Licensee shall notify the Board of any material change in circumstances that adversely affects or is likely to adversely affect the business, operations or assets of the Licensee as soon as practicable, but in any event no more than twenty (20) days past the date upon which such change occurs.

## **8 Customer Complaint and Dispute Resolution**

- 8.1 The Licensee shall participate in a consumer complaints resolution process selected by the Board.

## **9 Term of Licence**

- 9.1 This Licence shall take effect on July 19, 2018 and expire on July 18, 2023. The term of this Licence may be extended by the Board.

## **10 Fees and Assessments**

- 10.1 The Licensee shall pay all fees charged and amounts assessed by the Board.

## **11 Communication**

- 11.1 The Licensee shall designate a person that will act as a primary contact with the Board on matters related to this Licence. The Licensee shall notify the Board promptly should the contact details change.

- 11.2 All official communication relating to this Licence shall be in writing.
- 11.3 All written communication is to be regarded as having been given by the sender and received by the addressee:
- a) when delivered in person to the addressee by hand, by registered mail, or by courier;
  - b) ten (10) business days after the date of posting, if the communication is sent by regular mail; or
  - c) when received by facsimile transmission by the addressee, according to the senders transmission report.

## **12 Copies of the Licence**

- 12.1 The Licensee shall:
- a) make a copy of this Licence available for inspection by members of the public at its head office and regional offices during normal business hours; and
  - b) provide a copy of this Licence to any person who requests it. The Licensee may impose a fair and reasonable charge for the cost of providing copies.

**SCHEDULE 1 AUTHORIZED TRADE NAMES**

1. MyFixRate.com
2. MyFixRate