

January 10, 2020

**VIA RESS AND COURIER**

Ms. Christine E. Long  
Registrar & Board Secretary  
**ONTARIO ENERGY BOARD**  
P.O. Box 2319, 27<sup>th</sup> Floor  
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Assistant: Cathy Galler  
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Dear Ms. Long:

**Re: EB-2018-0319 – Enbridge Gas Inc. (EG) – Open Bill Access (OBA) Services.**

**Vista Credit Corp. (VISTA) Evidence and Request for Confidentiality of Certain Personal and Competitively Sensitive Information.**

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**VISTA Evidence**

Delivered with this letter please find:

1. The evidence of VISTA for filing herein; and
2. The CV of Glen Leis, VISTA's intended witness.

**Request for Confidentiality of Certain Personal and Competitively Sensitive Information**

VISTA requests that certain personal or competitively sensitive information redacted from the e-mail materials and related correspondence included in Attachment B to VISTA's evidence be accorded strictly confidential treatment under the Board's *Practice Direction on Confidential Filing (Practice Direction)*. By "strictly confidential" we mean that other parties (other than the Hearing Panel and Board Staff) not be given access to that information notwithstanding their willingness to provide a Declaration and Undertaking as contemplated by the *Practice Direction*.

In accord with the process directed by the *Practice Direction* we are providing with the hard copy of this letter to be couriered to the Board a confidential, un-redacted version of Attachment B to the evidence, with the personal and competitively sensitive information highlighted.

In respect of the personal information redacted from Attachment B to the evidence, this is personal information of customers of VISTA and its HVAC contractor partners, the particulars of which information are not material to evidencing the matters addressed in the evidence. (That is, which particular customer is the subject of the dispute is not material to the fact that there was a dispute and the facts regarding the nature of the dispute.) Accordingly, VISTA respectfully requests that the Board retain this information in strict confidence.

In respect of the balance of the information redacted from Attachment B, this additional information identifies specific HVAC contractors engaged with the various customer disputes reflected in the materials, or dispute tracking information that could be used to easily identify those particular HVAC contractors. VISTA is concerned that given the competitive nature of the HVAC business, identification of these businesses by competitors opposing VISTA's positions in this matter, in particular the largest of those competitors with the greatest market power, could result or be perceived to result in targeted retributive competitive practices to the prejudice or perceived prejudice to the competitive positions of one or more of these particular contractors. On the other hand, the identity of the particular contractor involved in the subject customer disputes is of no probative or corroborative value to the veracity of the evidence sought to be advanced through filing of these materials, the identification and authenticity of which will be addressed by VISTA's witness, Mr. Leis. Accordingly, VISTA respectfully requests that the Board retain this information in strict confidence as well.

Yours truly,

  
Ian A. Mondrow

c: G. Leis (Vista)  
K. Culbert (EG)  
L. Chiasson (EG)  
D. Stevens (Aird & Berlis)  
D. Lau (OEB Staff)  
K. Viraney (OEB Staff)  
Intervenors of Record

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**ONTARIO ENERGY BOARD**

**Enbridge Gas Inc. Application for approval to continue the existing  
financial terms associated with offering Open Bill  
Access services for the years 2019 and 2020**

**EVIDENCE OF**

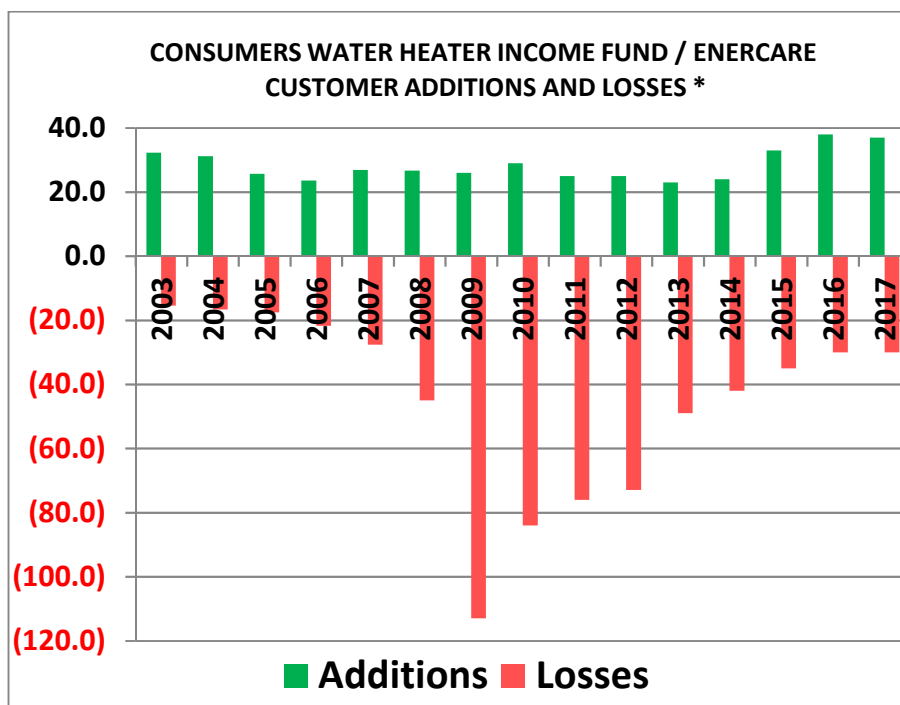
**Vista Credit Corp.**

1. Vista Credit Corp. (VISTA) is a service finance company. VISTA is Ontario's leading provider of finance and rental program administrative services to independent heating, ventilation and air conditioning (HVAC) contractors across Ontario. Serving hundreds of HVAC contractor partners, VISTA was one of the earliest adopters of the Enbridge Open Bill Access (OBA) program.

**The OBA Program has Enhanced Competition in the Provision of Energy Services**

2. VISTA supports the continuation of the OBA program. It is VISTA's belief, informed by having participated in the competitive HVAC services market prior to, during, and since, introduction of the OBA program, that OBA has enhanced competition in the market for energy services where it is available. This enhanced competition has benefited VISTA, its hundreds of HVAC contractor partners, and the thousands of energy services customers that together we serve.
3. The evolution of the OBA program is described in the evidence filed by HVAC Coalition herein. The (then) Consumers Gas bill was opened up to third party billers in 2007, though at that time the utility's legacy systems could accommodate only a limited number of third party billers. By 2009, with the deployment by the utility of its new SAP system, third party access to the bill opened up considerably.

4. As can be seen from data in the chart and table below, upon introduction of the OBA program, the virtual monopoly on water heater rentals until then enjoyed by Enbridge Services, and then its successor Direct Energy (now Enercare) immediately began to give way to greater competition.<sup>1</sup>



<sup>1</sup> Other factors relevant to interpretation of this data include; i) in 2011/2012 Enbridge Gas' rules for the OBA program were tightened up and added a requirement for third party verification calls by, and basic customer disclosures from, billers; and ii) in 2015 legislation was passed prohibiting door to door sales.

**CWIF / Enercare Customer Losses (000's) \***

	a. Beginning Customer Base	b. Customer Losses	Losses as % of Base (b/a)
<b>2003</b>	1,287	15	1.2%
<b>2004</b>	1,304	17	1.3%
<b>2005</b>	1,319	18	1.3%
<b>2006</b>	1,327	22	1.6%
<b>2007</b>	1,333	28	2.1%
<b>2008</b>	1,422	45	3.2%
<b>2009</b>	1,409	113	8.0%
<b>2010</b>	1,322	84	6.4%
<b>2011</b>	1,267	76	6.0%
<b>2012</b>	1,216	73	6.0%
<b>2013</b>	1,171	49	4.2%
<b>2014</b>	1,145	42	3.7%
<b>2015</b>	1,129	35	3.1%
<b>2016</b>	1,128	30	2.7%
<b>2017</b>	1,136	30	2.6%

\* Data Sources:

2003 – 2007 Consumers Water Heater Income Fund MD&A's

2008 – 2017 Enercare MD&A's

see <https://www.sedar.com/DisplayCompanyDocuments.do?lang=EN&issuerNo=00030951>

5. An Enbridge report on third party billing customer research from 2011 (Attachment A to this evidence) confirms VISTA's view that customers;
  - (a) clearly (87%) prefer to have their energy services charges consolidated on one bill; and
  - (b) agree (63%) that the availability of such consolidation impacts their buying or renting decisions.
  
6. VISTA is hopeful that the dialogue to be co-ordinated by Enbridge Gas and HVAC Coalition with current and potential small billers, as contemplated by the *Supplementary Partial Settlement Proposal* herein recently filed with the Board (see item 5. at page 9) will result in further enhancements to, and further positive energy services competitive impact from, the OBA program.

## Concerns with Current OBA Program Operation and VISTA Position

7. Notwithstanding the generally positive competitive impact of the OBA program, there are two related issues with the program that VISTA believes need to be addressed to preclude customer confusion and, worse, abuse. These are the two issues before the Board for adjudication in this proceeding;
  - (a) *What level of control should OBA customers have over the addition, removal and reinstatement of third party charges on their Enbridge bill through the OBA program?*
  - (b) *What restrictions, if any, should be placed on billing OBA customers for penalties, exit or termination fees, or similar charges through the Enbridge bill?*
8. VISTA has observed, and addresses in this evidence, many instances in which third party billers have instituted Enbridge bill charges, including specifically penalty/termination/or similar charges, despite customer dispute of those charges and, in VISTA's view, a lack of legal entitlement to levy such charges.
9. The Enbridge *Third Party Billing Customer Research* referred to above (the report of which is included as Attachment A) indicates that;
  - (a) only half (48%) of surveyed customers are aware that Enbridge is not affiliated with energy service providers included on the Enbridge bill; and
  - (b) even fewer (43%) are aware that Enbridge does not support or endorse these services.
10. In VISTA's view, informed by longstanding participation in the OBA program, this customer perception renders particularly problematic the ability of third party billers to include penalties, exit or termination fees, or similar charges, on the Enbridge bill. In VISTA's experience customers feel compelled to pay these charges despite disputing their validity, because they are on the Enbridge bill and in order to maintain gas service.
11. In the context of customer perceptions that third party billers are somehow related to or endorsed by Enbridge and that payment of their charges is required in order to maintain gas service, allowing penalty, exit or termination fees on the Enbridge bill can falsely legitimize those charges or unduly coerce customers into paying those charges despite legitimate and continuing dispute regarding the validity of those charges.

12. For this reason, Enbridge should not be engaged in any way in contract enforcement or collection activities for third party billers.
13. It is VISTA's position that;
  - (a) *The OBA program rules should be altered so that;*
    - (i) *Customers, or their contemporaneously authorized agents, can at any time direct removal of any charges from the bill.*
    - (ii) *Once a charge is removed from the bill, it can be reinstated only by the customer or with the customer's contemporaneous authorization a copy of which must be provided by the authorized party along with the request for reinstatement.*
  - (b) *Penalties, exit or termination fees or any charges claimed as owing as a result of a customer terminating an agreement with a third party biller or any similar charges (collectively referred to below as "post contract charges") should not be permitted on the Enbridge bill.*
14. The contemporaneous agency authorization referred to above should be limited to written or electronically equivalent authorization from the customer with approved language to be developed and implemented under revised OBA program rules which;
  - (a) clearly refers to the precise charges to be removed or reinstated;
  - (b) is provided to the authorized agent reasonably contemporaneously with the specific directed removal or reinstatement; and
  - (c) in the case of reinstatement is provided by the authorized agent to Enbridge at the time that the direction for reinstatement is provided.

#### **Evidence in Support of Concerns with Current OBA Program Operation and VISTA Position**

15. Enbridge in its recent interrogatory responses<sup>2</sup> has confirmed that it does not take steps to verify that when a third party biller advises that a customer dispute has been resolved and the customer's charges should continue to be on, or should be put back on, the bill, that the customer has in fact agreed and so directed. Enbridge does not ask the biller for any evidence supporting the asserted resolution nor does Enbridge check with the

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<sup>2</sup> See Ex. I.Staff.9 and I.HVAC.39.

customer. VISTA is aware of many instances in which the biller appears to have mis-informed Enbridge in this respect.

16. VISTA has included as Attachment B to this evidence e-mail chains which evidence 5 representative examples of numerous instances in which VISTA has been directly engaged and in which a third party biller has informed Enbridge that a customer dispute has been resolved and has continued with attempts to collect post-contract charges on the Enbridge bill despite ongoing dispute from the customer regarding the validity of such charges.<sup>3</sup>
17. In each of these 5 examples the customer indicates continuing dispute of the validity of the buyout charges. In each case it is apparent from the e-mail correspondence produced that Enbridge was advised by the biller that the dispute had been resolved when that was not the case. In one of these cases Enbridge went so far as to issue a gas distribution disconnection notice to the customer for non-payment of disputed buyout charges (though that notice was immediately reversed upon engagement on behalf of the customer by VISTA).
18. VISTA has redacted customer identifying information from the materials publicly produced, and instead identifies each of these cases by letter (i.e. Case A, Case B and so on). Review of the material produced indicates that in each case there is ongoing dispute by the customer of the validity of the buyout charge from the third party biller, but:
  - (a) Case A: At page #3 of the e-mail string it can be seen that an Enbridge employee advises VISTA that; *"Charges are valid. Customer will have to seek reimbursement from third party that removed the tank. Customer and third party has [sic] been made aware of the resolution"*. VISTA proceeds to request verification of the customer's agreement from the third party biller. None is provided.
  - (b) Case B: At page #2 of the e-mail string it can be seen that the third party biller advises VISTA that, despite the charges being disputed, *"Pursuant to the terms of the signed rental contract, this equipment is not eligible for return at this point and the buyout will be processed."* The rental contract provided by the biller to justify the charges was not with the customer disputing the charges, but rather with a previous owner of the premises.

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<sup>3</sup> Personal customer and HVAC contracts information has been redacted from these materials, and VISTA is filing this material with a request, pursuant to the Board's *Practice Direction on Confidential Filings*, that it be retained in strict confidence on the basis that it is personal information or information the disclosure of which could prejudice the competitive position of the subject HVAC contractor.

- (c) Case C: Attempts by VISTA on behalf of the customer to have collection efforts by Enbridge related to this charge terminated.
  - (d) Case D: The third party biller maintained buyout charges on the Enbridge bill; ii) ultimately the customer engaged legal counsel to dispute the charges; and iii) despite all of the foregoing, Enbridge ultimately commenced collection actions in respect of the disputed charges, which collection actions were only ceased upon intervention on behalf of the customer by VISTA.
  - (e) Case E: The third party biller mis-informed Enbridge regarding customer understanding and agreement to resolution of a rental buyout charge dispute, and as a result Enbridge kept billing the customer for the disputed charge despite having been advised of the dispute.
19. To be clear, VISTA is not here taking issue with Enbridge's conduct. Rather VISTA takes issue with the ability under the current administration of the OBA program for a third party biller to mis-inform Enbridge regarding resolution of a customer dispute and thus maintain OBA program charges on a customer's bill despite dispute of the validity of those charges by the customer.
20. These 5 examples, and others like them, illustrate the need to alter the OBA program rules and their administration so as to;
- (a) return to customers control over what charges are removed from and reinstated on their Enbridge bills; and
  - (b) preclude altogether the levying of post-contract charges through the OBA program.

### **Appropriate, and Customer Friendly, Third Party Biller Practices**

21. VISTA has itself implemented customer care practices in line with its positions that; i) control of third party charges on customer bills should be returned to customers; and ii) post-contract charges should not be permitted on the Enbridge bill. VISTA's own ability to work effectively within these parameters is evidence that adding these customer protections to the OBA program will not compromise use of the program for legitimate billing practices.
22. In respect of customer control of third party charges, VISTA has adopted and applied the practice of the Canadian Payments Association (CPA) in respect of authorization to CPA members for pre-authorized payments. In particular, Section 27 of CPA Rule H1 (a copy

of which is included as Attachment C to this evidence) requires that CPA members act upon the updated instructions of payors in respect of pre-authorized payment arrangements. If a payor directs the CPA member to cease making pre-authorized payments, the member must do so based on that direction, unless and until the customer provides further direction otherwise. The CPA member will not interpose itself between the payor and third parties with whom that payor has a dispute.

23. CPA members follow this same practice in respect of credit card charges and stop payment instructions.
24. Though not a CPA member, VISTA has adopted this protocol in respect of the charges that it includes on the Enbridge bill, effectively returning to its customers control over which charges are added to, removed from or reinstated on that bill.
25. VISTA believes that this best, and common, practice should be formally adopted by the OBA program.
26. In respect of post-contract charges, VISTA has found that if a customer agrees as to the legitimacy of the charge they are generally willing to make arrangement with a biller either to place such charges on their credit cards or provide for an electronic funds transfer, and either method can be easily accommodated. There is no business requirement that third party billers use the Enbridge bill for collection of legitimate post-contract charges.

## **Conclusion**

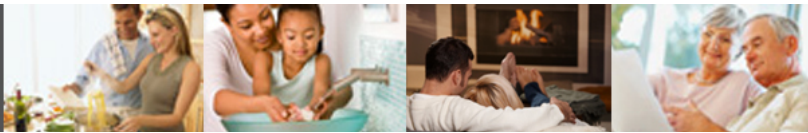
27. Considering;
  - (a) the competitive benefits provided by the OBA program, to the benefit of VISTA, its HVAC contractor partners, and their customers;
  - (b) the preference of customers for inclusion of third party energy service provider charges on their Enbridge bills;
  - (c) customer perceptions regarding OBA billers and Enbridge involvement;
  - (d) the evidence of instances in which OBA billers have, despite customer disputes, been able proceed with post-contract charges collection activities through the Enbridge bill; and

- (e) the availability of alternative and more customer friendly protocols and practices regarding authorization for the removal and reinstatement of third party biller charges and payment of legitimate and undisputed post-contract charges;

it is VISTA's position that;

- (i) *the OBA program should continue; but*
- (ii) *the OBA program rules should be altered so that;*
  - (A) *customers, or their contemporaneously authorized agents, can at any time direct removal of any charges from the bill;*
  - (B) *once a charge is removed from the bill, it can be reinstated only by the customer or with the customer's contemporaneous authorization a copy of which must be provided by the authorized party along with the request for reinstatement; and*
- (iii) *post-contract charges should not be permitted on the Enbridge bill.*

28. These changes to the OBA program would not limit a third party service provider's rights to pursue and enforce legitimate charges through other collections means, including through recourse to legal remedies should legitimate contract enforcement be required. Rather they would protect customers from billing and collection practices that can be, in effect even if not by intent, unduly coercive and ultimately anti-competitive.



## Third Party Billing Customer Research 2011

### Final Results

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### Study Background:

Enbridge currently provides a third-party billing service (Open Bill) for energy service providers who wish to bill for products and services on the Enbridge bill. Examples of products and services include rental water heaters and other rental equipment, finance contracts, equipment insurance warranty and protection plans, carbon offsets, etc. There are currently 34 companies participating.

### Research Purpose and Objectives:

The main purpose of the research is to determine the overall acceptability of third party billing. Objectives include:

- To assess whether customers view third party billing positively or negatively,
- To determine whether customers associate a value to the Enbridge brand in the context of third party billing.
- To understand if customers are aware of the economic and environmental benefits associated with third party billing.

### Fieldwork Stats

Start Date: 2011-06-24

End Date: 2011-07-20

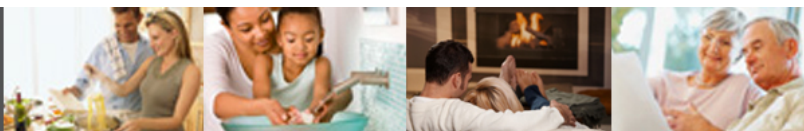
Invited: 1,170

Completed: 367

Completion Rate: (Completed / Invited): 31%



## CUSTOMER FORUM



### Third Party Billing Customer Research 2011

#### Final Results

#### Enbridge bill responsibility

Q1. Are you either primarily or jointly responsible for paying your natural gas bill?

	<u>Count</u>	<u>Percent</u>
Yes	367	100%
No	0	0%
<b>Total</b>	<b>367</b>	

Customers who responded "No" (they are not primarily or jointly responsible for paying their natural gas bill) were terminated from completing the questionnaire.

#### Third Party Billing Services

Q2. Enbridge provides a third-party billing service whereby other energy service providers' charges appear on the Enbridge bill. Please select the types of charges that appear on your monthly Enbridge bill for products or services provided by other companies or organizations?

	<u>Count</u>	<u>Percent</u>
Hot water heater rental	349	95%
Heating or Air Conditioning insurance warranty or protection plan	74	20%
Equipment rentals (other than hot water heater)	9	2%
Finance contracts	8	2%
Carbon Offsets	3	1%
Other (specify)	13	4%
None of the above	0	0%
Not sure	0	0%
<b>Total</b>	<b>367</b>	

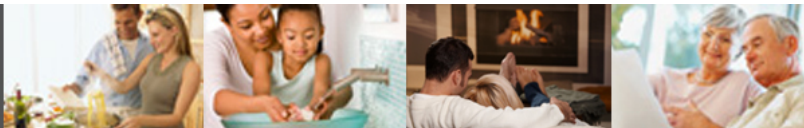
"Other" responses include *Gas Fireplace Maintenance, Plumbing Protection Plan, Total Home Protection Plan, and Appliances Protection Plan.*

Customers who responded "none of the above" or "not sure" were terminated from completing the questionnaire.

#### Sample Composition:

The 367 customers in the sample are those customers who have some responsibility for paying their Enbridge bill, and subscribe to at least one third party billing service.

For the purposes of this report, third party billing service customers who participated in this research study will simply be referred to as "customers."



## Third Party Billing Customer Research 2011

### Final Results

### Image Quality

Q3. How would you rate the overall quality of Enbridge Gas Distribution and the services it provides?

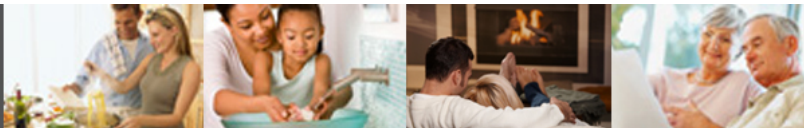
	Count	Percent	
Excellent	87	24%	} 65% <i>excellent</i> or <i>very good</i>
Very good	150	41%	
Good	84	23%	
Neutral (neither good nor poor)	29	8%	
Fair	7	2%	
Poor	5	1%	
Very poor	2	1%	
Don't know	3	1%	
<b>Total:</b>	<b>367</b>		

**65%** of Third Party Billing customers rated the overall quality of Enbridge as *excellent* or *very good*.

- This compares to 51% of residential customers without a particular interaction.<sup>1</sup>
- Results are similar for eBill customers when compared to paper-billing customers.

Source:

<sup>1</sup> Customer Satisfaction Research 2011 (YTD results as of Q2), General segment.



## Third Party Billing Customer Research 2011

### Final Results

### Third Party Billing Perceptions

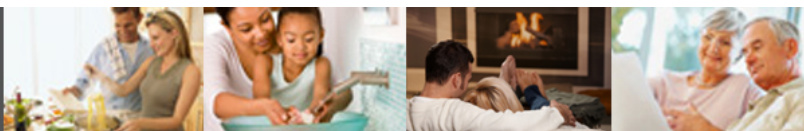
Q4 Please tell me whether you strongly agree, somewhat agree, somewhat disagree or strongly disagree with each of the following statements.

Customers clearly prefer to have their energy related services consolidated on one bill (87%), and agree that it impacts their buying or renting decisions (63%). There is confusion around the relationship Enbridge has with Third party billers; only half (48%) are aware that Enbridge is not affiliated with energy service providers included on the Enbridge bill. Even fewer (43%) are aware that Enbridge does not support or endorse these services.

	<b>Total Agree</b>	Strongly agree	Somewhat agree	Somewhat disagree	Strongly disagree	Not sure
Consolidating all my energy related services into one bill is a convenience for me.	<b>87%</b>	50%	37%	7%	4%	2%
Consolidating all my energy related services into one bill saves waste and is more environmentally friendly.	<b>86%</b>	50%	36%	6%	4%	4%
The ability to be billed for and pay charges for non-Enbridge energy related services on my Enbridge bill is important to my buying / renting decisions.	<b>63%</b>	24%	39%	14%	11%	11%
A non-Enbridge energy service provider who can add their charges to my Enbridge bill is more trustworthy than those that do not.	<b>55%</b>	17%	38%	13%	16%	16%
Enbridge is not affiliated with energy service providers that include their charges on my Enbridge bill.	<b>48%</b>	19%	29%	10%	9%	33%
Enbridge does not support or endorse the services that I obtain from the other energy service providers who include their charges on my Enbridge bill.	<b>43%</b>	20%	23%	13%	11%	33%
A non-Enbridge energy service vendor who can offer various payment methods is more likely to get my energy related business.	<b>40%</b>	13%	27%	23%	24%	13%
Questions about charges on my Enbridge bill from non-Enbridge energy service providers can be dealt with by contacting Enbridge.	<b>33%</b>	14%	19%	14%	23%	30%
Receiving separate bills from each energy service provider that I purchase a service from is preferable to me.	<b>18%</b>	5%	13%	29%	45%	8%



## CUSTOMER FORUM



### Third Party Billing Customer Research 2011

#### Final Results

#### Satisfaction with Third Party Billing service

Q5. Overall, how satisfied are you with the service of third-party billing provided by Enbridge?

	Count	Percent	
Very satisfied	122	33%	} 74% very or somewhat satisfied
Somewhat satisfied	151	41%	
Somewhat dissatisfied	33	9%	
Very dissatisfied	15	4%	
Not sure	46	13%	
<b>Total</b>	<b>367</b>		

**74%** of Third Party Billing customers are *very satisfied* (33%) or *somewhat satisfied* (41%) with the third party billing service provided by Enbridge. 13% of customers are dissatisfied, and 13% are not sure.

#### Awareness of Billing Service Revenue

Q6. Were you aware that Enbridge uses the revenue gained from the third-party billing services to help lower delivery charges for all customers?

	Count	Percent
Yes	30	8%
No	337	92%
<b>Total</b>	<b>367</b>	

Most customers (**92%**) are not aware that customers benefit from lower delivery charges as a result of the revenue gained from the third party billing service.

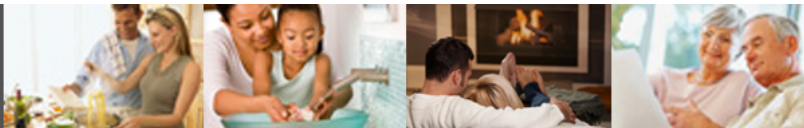
Q7. Knowing that Enbridge uses the revenue gained from the third-party billing service to help lower delivery charges, how does this change your impression of Enbridge as a company?

	Count	Percent
Much more favourable	77	21%
Somewhat more favourable	190	52%
Somewhat less favourable	12	3%
Much less favourable	2	1%
No impact	86	23%
<b>Total</b>	<b>367</b>	

However, once realizing the benefit, **73%** said they had a more favourable impression of Enbridge as a company.



## CUSTOMER FORUM



### Third Party Billing Customer Research 2011

#### Final Results

#### Utility Bill Payment Preferences

Q8. When paying utility bills, what method of payment would you most prefer?

Paying online through the bank is the preferred payment method by more than half of customers (59%). Pre-authorized credit (17%) and pre-authorized debit (17%) are other preferred methods.

eBill customers are slightly more likely to use electronic methods (online, pre-authorized credit or debit) than paper-billed customers.

	Count	Percent
Online (through my bank)	216	59%
Pre-authorized credit card charge	64	17%
Pre-authorized debit	61	17%
Cheque by mail	10	3%
In-person (at my bank)	6	2%
Other (specify)	10	3%
<b>Total</b>	<b>367</b>	

Customers who stated "other" most often said they pay by credit card (not pre-authorized) or telephone banking.

#### Natural Gas Commodity Supplier

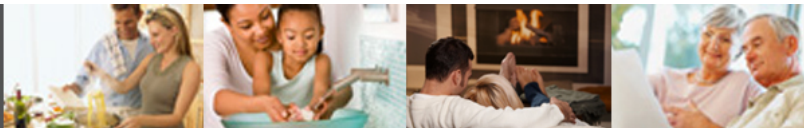
Q9. The natural gas industry is broken into two systems, supply and delivery. Enbridge delivers natural gas to all customers in their franchise area through their pipelines. The natural gas supply can also be provided by Enbridge or by another company (usually referred to as a broker or marketer). Who do you purchase your natural gas supply from?

	Count	Percent
Enbridge Gas Distribution	311	85%
Broker/Marketer	39	11%
Don't know	17	5%
<b>Total</b>	<b>367</b>	

85% of customers believe they purchase their natural gas through Enbridge Gas Distribution. Although this is higher than the actual percentage of system gas customers (77%),<sup>1</sup> it is not significantly different than the percentage of Customer Forum panel members (82% are on system gas).<sup>2</sup>

<sup>1</sup>Source: Customer Care, May 2011

<sup>2</sup>Source: Business Intelligence, May 19, 2011



## Third Party Billing Customer Research 2011

### Final Results

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### Billing Type

Q. Do you receive a paper bill or an eBill (paperless billing) from Enbridge?

	Count	Percent
eBill (paperless billing)	224	61%
Paper bill	143	39%
Don't know	0	0%
<b>Total</b>	<b>367</b>	

The number of customers using eBill (61%) is over-represented, as only 5%<sup>1</sup> of residential customers overall are signed up for eBill.

<sup>1</sup> Source: Customer Care, June 2011

### For further information, please contact:

Laura Safrance  
 Manager, Brand Research  
 Public & Government Affairs  
 Enbridge Gas Distribution  
[laura.safrance@enbridge.com](mailto:laura.safrance@enbridge.com)  
 416-495-5287  
 Study Reference: CR-585

The results shown in this report are based on an online sample drawn from the Enbridge Customer Forum. Results may not be representative of the population universe and should be used as directional in nature only.

# CASE A

**Glen Leis**

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**From:** Mario Slogar  
**Sent:** October 19, 2018 4:54 PM  
**To:** 'Lauren Black'  
**Cc:** Glen Leis  
**Subject:** RE: [REDACTED] Crescent ENBRIDGE BILL - OCT

Hi Lauren,

Please note that what you perceive to be your contractual rights do not supersede the customers rights to contest any charge associated with their Enbridge gas account.

Neither [REDACTED] nor Vista Credit have agreed to the Enercare buyout charge.

Thank you.

Mario Slogar  
Customer Service Manager  
Vista Credit Corporation  
205-6 Gurdwara Rd.  
Ottawa, ON K2E 8A3

Tel: (613) 321-7777  
Toll Free Tel: 1-877-318-4782 ext. #4227  
Fax: (613) 321-7775  
Toll Free Fax: 1-877-678-4782  
Email: [mario@vistacredit.ca](mailto:mario@vistacredit.ca)



**From:** Lauren Black [mailto:Lauren.Black@enercare.ca]  
**Sent:** October-19-18 2:43 PM  
**To:** Glen Leis <Glen@vistacredit.ca>  
**Cc:** Mario Slogar <Mario@vistacredit.ca>  
**Subject:** RE: [REDACTED] Crescent ENBRIDGE BILL - OCT

Dear Glen,

Nice to hear from you, it has been awhile.

I see that you copied Mario on your correspondence to me so I am also including him on my reply but would suggest that you follow up further with him to confirm exactly what occurred because the majority of communication with respect to this customer was had directly with him. For example, please check Mario's emails to/from [agencyconfirmation@enercare.ca](mailto:agencyconfirmation@enercare.ca) sent and received on June 21, 2018, June 27, 2018, June 28, 2018 and June 29, 2018. Within these email strings, a copy of the contract was provided.

At all times, in response to the queries posed, it was made very clear that there is a buyout owing on this contract and that the buyout amount will need to be paid directly by the customer (or via the customer's agent appointed to act on

behalf of the customer). As per the below, this detail (i.e., responding communication was provided to confirm that there is a valid buyout charge which needs to be paid by the customer) was relayed to Enbridge.

I don't know why Mario would be unaware of the circumstances or that there is a valid buyout owing - Perhaps he got this customer's file confused with another? Again, I would suggest you follow up with Mario on that. If there is anything else I can assist you with, please let me know.

Thanks and have a great weekend.

Sincerely,  
Lauren

**Lauren Black**  
**Senior Legal Counsel, Litigation and Dispute Resolution**  
7400 Birchmount Rd. Markham, ON L3R 5V4  
T. 416-649-1943 | F. 416-649-1939 | [enercare.ca](mailto:enercare.ca)



**From:** Glen Leis [<mailto:Glen@vistacredit.ca>]  
**Sent:** Friday, October 19, 2018 10:14 AM  
**To:** Lauren Black <[Lauren.Black@enercare.ca](mailto:Lauren.Black@enercare.ca)>  
**Cc:** Mario Slogar <[Mario@vistacredit.ca](mailto:Mario@vistacredit.ca)>  
**Subject:** [EXTERNAL] FW: [REDACTED] ENBRIDGE BILL - OCT

Lauren, I hope all is well, it has been a while.

I would like to request the following in an effort to understand what has happened here. Your company has instructed Enbridge to re-instate billing for this customer, as well as bill a buy-out amount, based on our agreement and the agreement of the customer.

Please provide the following:

- The correspondence with us regarding our agreement to the resolution (we have no record of it)
- The correspondence where by the customer agreed to the resolution (they deny agreeing to the charges)
- Provide an executed copy of the customers agreement that allows for the charging of a buyout

Thank you, have a great weekend.

**Glen Leis, CMA, CPA, MBA**  
Vice President, Business Development  
Vista Credit  
mob. 416 999 9300 \*  
fax 877 678 4782 admin 877 318 4782  
[glen@vistacredit.ca](mailto:glen@vistacredit.ca)  
[www.vistacredit.ca](http://www.vistacredit.ca)



\* NOTE: 905 895 0335 is no longer in service, please contact me via my cell at 416 999 9300.

-----Original Message-----

From: Cathy Small [mailto:Cathy.Small@enbridge.com]  
Sent: October-16-18 11:09 AM  
To: Mario Slogar <Mario@vistacredit.ca>  
Cc: EGD Open Bill Admin <EGDOpenBillAdmin@enbridge.com>  
Subject: RE: [REDACTED] Crescent ENBRIDGE BILL - OCT

Mario,

This dispute was resolved on Aug 19 2018. The notes indicate that both the customer and VISTA were made aware that Enercare considers this charge to be valid.

RESOLVED BY THE BILLER

Biller Name: Enercare Home Services

Resolution Comments: CUSTOMER DISPUTES WATER HEATER FOR \$ 19.20 +HST AND BUYOUT FOR \$ 616.00 +HST.

CHARGES ARE VALID. CUSTOMER WILL HAVE TO SEEK REIMBURSEMENT FROM THIRD PARTY THAT REMOVED THE TANK.

CUSTOMER AND THIRD PARTY HAS BEEN MADE AWARE OF THE RESOLUTION 07/09/2018.

-----Original Message-----

From: Mario Slogar [mailto:Mario@vistacredit.ca]  
Sent: Tuesday, October 16, 2018 9:56 AM  
To: Cathy Small  
Subject: [External] FW: [REDACTED] Crescent ENBRIDGE BILL - OCT  
Importance: High

Hi Cathy,

Are you able to provide an update regarding this account as well?

Thank you.

Mario Slogar  
Vista Credit Corporation  
205-6 Gurdwara Rd.  
Ottawa, ON K2E 8A3

Tel: (613) 321-7777  
Toll Free Tel: 1-877-318-4782 ext. #4227  
Fax: (613) 321-7775  
Toll Free Fax: 1-877-678-4782  
Email: mario@vistacredit.ca

-----Original Message-----

From: Mario Slogar  
Sent: October-12-18 3:02 PM  
To: 'Cathy Small' <Cathy.Small@enbridge.com>  
Subject: FW: 26 Snowhill Crescent ENBRIDGE BILL - OCT  
Importance: High

Good afternoon Cathy,

Can you let me know when a credit will be processed for the Enercare buyout charge?

██████████ Crescent-remove/credit Enercare buyout charge, reinstate biller dispute if  
required ██████████ Enercare 01-Jun-18 Mario Slogar 613-321-7777 Yes refer to  
case 109305761

Thank you.

Mario Slogar  
Vista Credit Corporation  
205-6 Gurdwara Rd.  
Ottawa, ON K2E 8A3

Tel: (613) 321-7777  
Toll Free Tel: 1-877-318-4782 ext. #4227  
Fax: (613) 321-7775  
Toll Free Fax: 1-877-678-4782  
Email: mario@vistacredit.ca

---

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## Glen Leis

---

**From:** Agency Confirmation <AgencyConfirmation@enercare.ca>  
**Sent:** June 29, 2018 11:14 AM  
**To:** Vista Credit Agency; Agency Confirmation  
**Cc:** [REDACTED]  
**Subject:** RE: Tank Removal, [REDACTED]

Dear Mario,

Please note, if the buyout payment is subsequently reversed, as you suggest, (and thus title doesn't fully transfer to the customer) then Vista (as agent for the customer) would be knowingly disposing of equipment that doesn't belong to it and, as a result, Vista and the customer will be liable for damages to Enercare including the buyout amount.

Agency Confirmation  
Enercare Home Services  
7400 Birchmount Rd, Markham, ON L3R 5V4 | [enercare.ca](http://enercare.ca)

-----Original Message-----

From: Vista Credit Agency [mailto:[agency@vistacredit.ca](mailto:agency@vistacredit.ca)]  
Sent: Thursday, June 28, 2018 5:24 PM  
To: Agency Confirmation <AgencyConfirmation@enercare.ca>  
Cc: [REDACTED]  
Subject: RE: Tank Removal, [REDACTED] Crescent

Our customer is not the contracted party. A lawyer is not required to state the obvious.

As our vendor cannot store your equipment indefinitely you are being afforded an additional 3 business days to authorize its return.

A dispute will be filed with Enbridge gas to remove the rental charges and any buyout fee applied.

Regards,

Mario Slogar  
Customer Service Manager  
Vista Credit Corporation  
205-6 Gurdwara Rd.  
Ottawa, ON K2E 8A3

Tel: (613) 321-7777  
Toll Free Tel: 1-877-318-4782 ext. #4227  
Fax: (613) 321-7775  
Toll Free Fax: 1-877-678-4782  
Email: [mario@vistacredit.ca](mailto:mario@vistacredit.ca)

-----Original Message-----

From: Agency Confirmation [mailto:AgencyConfirmation@enercare.ca]  
Sent: June-27-18 12:19 PM  
To: Vista Credit Agency <agency@vistacredit.ca>; Agency Confirmation <AgencyConfirmation@enercare.ca>  
Cc: [REDACTED]  
Subject: RE: Tank Removal, [REDACTED] Crescent

Dear Mario,

As you know, your lawyer and our lawyers have previously been engaged in this discussion and have a different view. As we have previously mentioned, if you have a legal related issue, please direct it through the legal channels.

Agency Confirmation  
Enercare Home Services  
7400 Birchmount Rd, Markham, ON L3R 5V4 | [enercare.ca](http://enercare.ca)

-----Original Message-----

From: Vista Credit Agency [mailto:agency@vistacredit.ca]  
Sent: Wednesday, June 27, 2018 11:04 AM  
To: Agency Confirmation <AgencyConfirmation@enercare.ca>  
Cc: [REDACTED]  
Subject: RE: Tank Removal, [REDACTED] Crescent

Good morning,

The contract provided was not signed by our customer. Please dismiss the buyout charge and authorize return of the equipment.

Thank you.

Mario Slogar  
Customer Service Manager  
Vista Credit Corporation  
205-6 Gurdwara Rd.  
Ottawa, ON K2E 8A3

Tel: (613) 321-7777  
Toll Free Tel: 1-877-318-4782 ext. #4227  
Fax: (613) 321-7775  
Toll Free Fax: 1-877-678-4782  
Email: [mario@vistacredit.ca](mailto:mario@vistacredit.ca)

-----Original Message-----

From: Agency Confirmation [mailto:AgencyConfirmation@enercare.ca]

Sent: June-27-18 9:04 AM

To: Vista Credit Agency <agency@vistacredit.ca>; Agency Confirmation <AgencyConfirmation@enercare.ca>

Cc: [REDACTED]

Subject: RE: Tank Removal, [REDACTED] Crescent

Good morning,

As requested, please see attached contract

Agency Confirmation

Enercare Home Services

7400 Birchmount Rd, Markham, ON L3R 5V4 | enercare.ca

-----Original Message-----

From: Vista Credit Agency [mailto:agency@vistacredit.ca]

Sent: Thursday, June 21, 2018 10:31 AM

To: Agency Confirmation <AgencyConfirmation@enercare.ca>

Cc: [REDACTED]

Subject: RE: Tank Removal, [REDACTED] Crescent

Provide a copy of the rental contract for review. This should be your practice anytime a buyout is being imposed on the customer.

Thank you.

Mario Slogar

Customer Service Manager

Vista Credit Corporation

205-6 Gurdwara Rd.

Ottawa, ON K2E 8A3

Tel: (613) 321-7777

Toll Free Tel: 1-877-318-4782 ext. #4227

Fax: (613) 321-7775

Toll Free Fax: 1-877-678-4782

Email: mario@vistacredit.ca

-----Original Message-----

From: Agency Confirmation [mailto:AgencyConfirmation@enercare.ca]

Sent: June-21-18 10:19 AM

To: Vista Credit Agency <agency@vistacredit.ca>

Cc: [REDACTED]

Subject: RE: Tank Removal, [REDACTED] Crescent

Please be advised that Enercare Home Services has approved your appointment as agent on behalf of [REDACTED] at [REDACTED] CRES.

In accordance with the terms of the rental contract, the rental equipment that is currently installed at CUSTOMER ADDRESS is subject to a buyout. The amount of the buyout charge is \$\$616.00 +tax

You can find a copy of our terms & conditions on the following webpage: <https://www.enercare.ca/home/water-heating/our-rental-water-heater-terms-conditions>

Please advise how [REDACTED] would like to proceed.

Thank you

Agency Confirmation

Enercare Home Services  
7400 Birchmount Rd, Markham, ON L3R 5V4  
enercare.ca

-----Original Message-----

From: Vista Credit [mailto:agency@vistacredit.ca]  
Sent: Thursday, June 21, 2018 10:11 AM  
To: Agency Confirmation  
Cc: Vista Credit  
Subject: Tank Removal, [REDACTED] Crescent

Dear Sir / Madam,

Please provide return authorization for the equipment described in the attached agency agreement.

Should return authorization not be provided within 72 hours of receiving this email, we will assume that you do not want the equipment returned. Notice of return authorization must be sent by email to the dealer email address listed below as well as agency@vistacredit.ca within 72 hours.

To provide Enercare an additional opportunity to obtain the equipment described in the attached agency agreement after the initial 72 hour period, it will be stored for pick up at the following location for 7 days following the submission of this email:

Address: [REDACTED]  
City: [REDACTED]  
Postal Code: [REDACTED]

Telephone: [REDACTED]

Dealer E-mail: [REDACTED]

Arrangements for the pick-up of the equipment must be made by telephone at least 24 hours in advance during business hours Monday - Friday from 9 am - 4 pm not including statutory holidays. Should the equipment not be picked up within the 7 day period, the rating plate will be removed and the tank will be disposed of.

Please note that as per the attached agency agreement the customer may have elected to invoke their rights under the Personal Information Protection and Electronic Documents Act (PIPEDA) and Canada's Anti-Spam Legislation (CASL), to prevent you from contacting them on a go forward basis. Please govern yourself accordingly.

For any inquiries, contact the customer's appointed agent at [agency@vistacredit.ca](mailto:agency@vistacredit.ca).

---

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# CASE B

**Glen Leis**

---

**From:** Mario Slogar  
**Sent:** November 27, 2018 4:34 PM  
**To:** Jacob Polisuk  
**Subject:** FW: [REDACTED] Richmond Hill  
**Attachments:** Scan.pdf; [REDACTED] Agency.pdf

Another Part IV.

Mario Slogar  
Vista Credit Corporation  
205-6 Gurdwara Rd.  
Ottawa, ON K2E 8A3

Tel: (613) 321-7777  
Toll Free Tel: 1-877-318-4782 ext. #4227  
Fax: (613) 321-7775  
Toll Free Fax: 1-877-678-4782  
Email: [mario@vistacredit.ca](mailto:mario@vistacredit.ca)



**From:** Vista Credit Agency  
**Sent:** September-14-18 12:03 PM  
**To:** 'Agency Confirmation' <AgencyConfirmation@enercare.ca>  
**Cc:** [REDACTED], Vista Credit Agency <agency@vistacredit.ca>  
**Subject:** RE: [REDACTED], Richmond Hill

Any buyout invoiced to our customer will be disputed and removed from the Enbridge bill.

As outlined previously you are being provided the opportunity to recover your asset and allow for its return.

Thank you.

Mario Slogar  
Customer Service Manager  
Vista Credit Corporation  
205-6 Gurdwara Rd.  
Ottawa, ON K2E 8A3

Tel: (613) 321-7777  
Toll Free Tel: 1-877-318-4782 ext. #4227  
Fax: (613) 321-7775  
Toll Free Fax: 1-877-678-4782  
Email: [mario@vistacredit.ca](mailto:mario@vistacredit.ca)



**From:** Agency Confirmation [<mailto:AgencyConfirmation@enercare.ca>]  
**Sent:** September-13-18 3:24 PM  
**To:** Mario Slogar <[Mario@vistacredit.ca](mailto:Mario@vistacredit.ca)>; Agency Confirmation <[AgencyConfirmation@enercare.ca](mailto:AgencyConfirmation@enercare.ca)>  
**Cc:** [REDACTED]; Vista Credit Agency <[agency@vistacredit.ca](mailto:agency@vistacredit.ca)>  
**Subject:** RE: [REDACTED] Road, Richmond Hill

Dear Mario,

As you know, Enercare disagrees with your interpretation. Our rental contracts are legally valid and, as you know, the buyout form of contract was specifically approved by the Competition Bureau in 2010.

As we have said in the past and will repeat again here, Enercare expects that its customers will abide by their legal obligations. We also expect that Vista, acting as agent, would not purposely instruct a customer to breach the terms of their contract or improperly dispose of equipment belonging to Enercare. Please be advised that should Vista induce a breach of contract in this manner or knowingly dispose of Enercare's equipment, Vista may be held directly liable for any damage caused to Enercare as a result.

Pursuant to the terms of the signed rental contract, this equipment is not eligible for return at this point and the buyout will be processed. That said, Enercare will nonetheless consider reasonable discount options and/or payment arrangements if that would assist this customer.

Regards,

**Agency Confirmation**

**Enercare Home Services**

7400 Birchmount Rd, Markham, ON L3R 5V4 | [enercare.ca](http://enercare.ca)

**From:** Mario Slogar [<mailto:Mario@vistacredit.ca>]  
**Sent:** Wednesday, September 12, 2018 4:34 PM  
**To:** Agency Confirmation <[AgencyConfirmation@enercare.ca](mailto:AgencyConfirmation@enercare.ca)>  
**Cc:** [REDACTED], Vista Credit Agency <[agency@vistacredit.ca](mailto:agency@vistacredit.ca)>  
**Subject:** RE: [REDACTED] Road, Richmond Hill

I guess then your only option is to authorize return of the unit and to dismiss the buyout charge.

Our customer will not be held hostage to your form of contract.

Regards,

Mario Slogar  
Customer Service Manager  
Vista Credit Corporation  
205-6 Gurdwara Rd.  
Ottawa, ON K2E 8A3

Tel: (613) 321-7777  
Toll Free Tel: 1-877-318-4782 ext. #4227  
Fax: (613) 321-7775  
Toll Free Fax: 1-877-678-4782  
Email: [mario@vistacredit.ca](mailto:mario@vistacredit.ca)



**From:** Agency Confirmation [<mailto:AgencyConfirmation@enercare.ca>]  
**Sent:** September-12-18 12:43 PM  
**To:** Mario Slogar <[Mario@vistacredit.ca](mailto:Mario@vistacredit.ca)>; Agency Confirmation <[AgencyConfirmation@enercare.ca](mailto:AgencyConfirmation@enercare.ca)>  
**Cc:** [REDACTED]; Vista Credit Agency <[agency@vistacredit.ca](mailto:agency@vistacredit.ca)>  
**Subject:** RE: [REDACTED], Richmond Hill

Dear Mario,

Please note, if the buyout charge is reversed, as you suggest, (and thus title doesn't fully transfer to the customer) then Vista (as agent for the customer) would be knowingly disposing of equipment that doesn't belong to it and, as a result, Vista and the customer will be liable for damages to Enercare including the buyout amount.

Thank you,

**Agency Confirmation**

**Enercare Home Services**

7400 Birchmount Rd, Markham, ON L3R 5V4 | [enercare.ca](http://enercare.ca)

**From:** Mario Slogar [<mailto:Mario@vistacredit.ca>]  
**Sent:** Tuesday, September 11, 2018 11:43 AM  
**To:** Agency Confirmation <[AgencyConfirmation@enercare.ca](mailto:AgencyConfirmation@enercare.ca)>  
**Cc:** [REDACTED]; Vista Credit Agency <[agency@vistacredit.ca](mailto:agency@vistacredit.ca)>  
**Subject:** RE: [REDACTED] Road, Richmond Hill

Hello,

As previously outlined our vendor is more than willing to return the product to one of your depot locations pending your approval. The equipment will not be stored indefinitely.

Your form of contract does not allow for a buyout to be imposed on the customer. [REDACTED] has the option of changing his rental services without penalty something that your office fails to continuously recognize.

Regards,

Mario Slogar  
Customer Service Manager

Vista Credit Corporation  
205-6 Gurdwara Rd.  
Ottawa, ON K2E 8A3

Tel: (613) 321-7777  
Toll Free Tel: 1-877-318-4782 ext. #4227  
Fax: (613) 321-7775  
Toll Free Fax: 1-877-678-4782  
Email: [mario@vistacredit.ca](mailto:mario@vistacredit.ca)



**From:** Agency Confirmation [<mailto:AgencyConfirmation@enercare.ca>]  
**Sent:** September-11-18 10:44 AM  
**To:** Mario Slogar <[Mario@vistacredit.ca](mailto:Mario@vistacredit.ca)>; Agency Confirmation <[AgencyConfirmation@enercare.ca](mailto:AgencyConfirmation@enercare.ca)>  
**Cc:** [REDACTED]; Vista Credit Agency <[agency@vistacredit.ca](mailto:agency@vistacredit.ca)>  
**Subject:** RE: [REDACTED]-4 [REDACTED] Richmond Hill

Dear Mario,

As you and your legal counsel are aware, Section 40(2)4 of Ontario Regulation 17/05 is not applicable to this situation and the subject Enercare contract does not provide for early termination. We would encourage you to review same with your legal counsel.

Should you, acting as agent on behalf of the customer, purposefully (and unlawfully) dispose of Enercare equipment, the customer will be responsible for the buyout owing to Enercare.

Thank you,

**Agency Confirmation**

**Enercare Home Services**

7400 Birchmount Rd, Markham, ON L3R 5V4 | [enercare.ca](http://enercare.ca)

**From:** Mario Slogar [<mailto:Mario@vistacredit.ca>]  
**Sent:** Monday, September 10, 2018 11:45 AM  
**To:** Agency Confirmation <[AgencyConfirmation@enercare.ca](mailto:AgencyConfirmation@enercare.ca)>  
**Cc:** [REDACTED], Vista Credit Agency <[agency@vistacredit.ca](mailto:agency@vistacredit.ca)>  
**Subject:** RE: [REDACTED]-4 [REDACTED] Richmond Hill

Good morning,

We have reviewed the rental agreement provided for the above named address and with reference to the Consumer Protection Act (2002) Ontario and Section 40(2)4 of Ontario Regulation 17/05 (the "Act"). In accordance with the Act, this contract is a Part IV agreement. Under a Part IV agreement, the supplier is only entitled to charge the following amounts in the event that the customer opts to cancel the contract:

1. the periodic rental payments due on or before the day the lease is terminated that have not already paid; and
2. the expenses incurred by your old provider for the removal of the old tank; and
3. the penalties, if any, imposed on you for unreasonable or excessive wear or use of the old tank.

In accordance with your return process, we have previously requested and not received the return authorization for this water heater. If we do not receive the return authorization within 72 hours, we will assume that you no longer require the water heater and the dealer will be instructed to remove the rating plate and dispose of the equipment.

Given that the customer has invoked their legal right to appoint an agent, for all inquiries related to this matter, contact the customer's appointed agent at [agency@vistacredit.ca](mailto:agency@vistacredit.ca). In addition, they may have elected to invoke their rights under the Personal Information Protection and Electronic Documents Act (PIPEDA) and Canada's Anti-Spam Legislation (CASL), to prevent you from contacting them on a go forward basis. Please be advised and govern yourself accordingly.

Regards,

Mario Slogar  
Customer Service Manager  
Vista Credit Corporation  
205-6 Gurdwara Rd.  
Ottawa, ON K2E 8A3

Tel: (613) 321-7777  
Toll Free Tel: 1-877-318-4782 ext. #4227  
Fax: (613) 321-7775  
Toll Free Fax: 1-877-678-4782  
Email: [mario@vistacredit.ca](mailto:mario@vistacredit.ca)



**From:** Agency Confirmation [<mailto:AgencyConfirmation@enercare.ca>]

**Sent:** September-10-18 11:24 AM

**To:** Mario Slogar <[Mario@vistacredit.ca](mailto:Mario@vistacredit.ca)>; Agency Confirmation <[AgencyConfirmation@enercare.ca](mailto:AgencyConfirmation@enercare.ca)>

**Cc:** [REDACTED]; Vista Credit Agency <[agency@vistacredit.ca](mailto:agency@vistacredit.ca)>

**Subject:** RE: J [REDACTED] i- [REDACTED] Road, Richmond Hill

Good morning,

As requested, please see attached contract

**Agency Confirmation**

**Enercare Home Services**

7400 Birchmount Rd, Markham, ON L3R 5V4 | [enercare.ca](http://enercare.ca)

**From:** Mario Slogar [<mailto:Mario@vistacredit.ca>]  
**Sent:** Thursday, September 06, 2018 10:22 AM  
**To:** Agency Confirmation <[AgencyConfirmation@enercare.ca](mailto:AgencyConfirmation@enercare.ca)>  
**Cc:** [REDACTED], Vista Credit Agency <[agency@vistacredit.ca](mailto:agency@vistacredit.ca)>  
**Subject:** Re: J [REDACTED], Richmond Hill

Good morning,

Can you please provide a copy of the customers rental contract which justifies the buyout charge that your office is attempting to impose on our customer?

Thank you.

Mario Slogar  
Customer Service Manager  
Vista Credit Corporation  
205-6 Gurdwara Rd.  
Ottawa, ON K2E 8A3

Tel: (613) 321-7777  
Toll Free Tel: 1-877-318-4782 ext. #4227  
Fax: (613) 321-7775  
Toll Free Fax: 1-877-678-4782  
Email: [mario@vistacredit.ca](mailto:mario@vistacredit.ca)



**From:** [REDACTED]  
**Sent:** September-06-18 10:08 AM  
**To:** Mario Slogar <[Mario@vistacredit.ca](mailto:Mario@vistacredit.ca)>  
**Subject:** RE: SITE [REDACTED] / CUSTOMER CORRESPONDENCE

Hi Mario;  
Please see the agency form below. Can you tell me when I can return the tank?  
Thank you



**NOTICE OF APPOINTMENT OF VISTA CREDIT CORP. AS AUTHORIZED AGENT  
RE: RENTAL WATER HEATER ISSUES**

DATE: [REDACTED], 20 18  
[month] [day] [year]

**ENBRIDGE GAS DISTRIBUTION INC. ACCOUNT HOLDER DETAILS (As it appears on the Enbridge Bill):**

FIRST NAME [REDACTED]		LAST NAME [REDACTED]	
INSTALLATION ADDRESS [REDACTED] Road			UNIT# [REDACTED]
CITY Richmond Hill	POSTAL CODE [REDACTED]	PROVINCE ONT.	ENBRIDGE GAS DISTRIBUTION INC. ACCOUNT # [REDACTED]
EQUIPMENT DESCRIPTION [REDACTED]		SERIAL NUMBER [REDACTED]	

**TO:**  
Enbridge Gas Distribution Inc.  
500 Consumers Road  
Toronto, ON, M2J 1P8  
Attn: Manager, Billing Relationships, Customer Care Dept.

**AND TO:**  
Enercare Home and Commercial Services  
80 Allstate Parkway  
Markham, Ontario L3R 6H3  
Attn: Enercare Home Services, Rental Water Heater Team

Dear Sirs/Mesdames:

**RE: Appointment of VISTA CREDIT CORP. as Authorized Agent**

This letter is to notify you that I have appointed and authorized Vista Credit Corp. (my "Agent") as my agent. My agent has my authority to act in my name and on my behalf to do the following (the "Purposes"):

- to arrange for and complete the return of my old rental water heater tank (the "Old Tank") to its owner and to tell the owner to stop billing me charges related to the Old Tank; and
- to dispute charges, if any, billed to me by the owner of the Old Tank that appear on my Enbridge bill after today's date.

My Agent is authorized to act as if the Agent were me for these Purposes. I acknowledge that you are entitled to rely upon every act or thing done, or document executed by, my Agent in connection with the Purposes as if the Agent is me.

Neither you, nor any of your directors, officers, employees or agents, shall be liable for any action taken or omitted to be taken under or in connection with or in reliance upon the appointment of my Agent.

This notification and my Agent's authority to act on my behalf shall be and remain in full force and effect until I notify you in writing that I have revoked my appointment of the Agent. All prior notifications of agency appointment with respect to the Purposes are hereby revoked and of no further force or effect.

Dated as of the day first set out above, and signed in Ontario, by the Account Holder.

ACCOUNT HOLDER to PRINT NAME: [REDACTED]	SIGNATURE OF ACCOUNT HOLDER: [REDACTED]
SALESPERSON NAME: [REDACTED]	SALESPERSON CONTACT INFORMATION: [REDACTED]

**From:** Mario Slogar [mailto:Mario@vistacredit.ca]  
**Sent:** September-04-18 8:55 AM  
**To:** [REDACTED]  
**Subject:** RE: SITE [REDACTED] CUSTOMER CORRESPONDENCE

Good morning,

Please send me a copy of the agency form signed by the customer.

Thank you.

Mario Slogar  
Vista Credit Corporation  
205-6 Gurdwara Rd.  
Ottawa, ON K2E 8A3

Tel: (613) 321-7777  
Toll Free Tel: 1-877-318-4782 ext. #4227  
Fax: (613) 321-7775  
Toll Free Fax: 1-877-678-4782  
Email: [mario@vistacredit.ca](mailto:mario@vistacredit.ca)



**From:** [REDACTED]  
**Sent:** August-31-18 4:56 PM  
**To:** Mario Slogar <[Mario@vistacredit.ca](mailto:Mario@vistacredit.ca)>  
**Subject:** FW: SITE 1 [REDACTED] / CUSTOMER CORRESPONDENCE

Hi Mario;  
We recently replaced a HWT for the customer below & Enercare has requested a buyout fee from the homeowner. Please see below advise.

Enercare tank info:

Serial # [REDACTED]  
Mode # [REDACTED]

[REDACTED]  
[REDACTED] Rd.  
Richmond Hill  
New tank - GSW Model [REDACTED], SN# [REDACTED]

Thank you

---

**From:** [REDACTED] [[mailto:\[REDACTED\]@gmail.com](mailto:[REDACTED]@gmail.com)]  
**Sent:** August-27-18 1:32 PM  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** Fwd: SITE [REDACTED] / CUSTOMER CORRESPONDENCE

fyi

Please have Vista take care of this thanks

[REDACTED]

Begin forwarded message:

**From:** Canada Home Services <[CanadaHomeServices@enercare.ca](mailto:CanadaHomeServices@enercare.ca)>  
**Subject:** FW: SITE [REDACTED] CUSTOMER CORRESPONDENCE  
**Date:** August 27, 2018 at 12:57:05 PM EDT  
**To:** "[REDACTED]@GMAIL.COM" <[\[REDACTED\]@GMAIL.COM](mailto:[REDACTED]@GMAIL.COM)>

Dear [REDACTED]

Thank you for contacting Enercare.

This email is to advise that the current buyout amount for your rental water heater is \$943.00+hst=\$1,065.59 (tax inclusive).

Should you have any further inquiries, please do not hesitate to contact Customer Service at 1-800-266-3939.

Sincerely,

**Enercare Home Services**  
7400 Birchmount Rd, Markham, On L3R 5V4

The content of this message may be subject to company-client privilege and as such, confidentiality and privacy is claimed and not waived. If you have received this message in error, please contact our office (905) 366 0206 to advise us; then, please delete the message without making a copy. Thank you in advance for your corporation. Le contenu de ce message peut-être sujet des privilèges entre l'organisation et le client et ainsi la confidentialité est toujours sous effet et n'est pas exclue. Si vous aviez reçu ce message par erreur, veuillez contacter notre bureau au (905) 366 0206 pour nous informer. S'il-Vous-Plait effacer ce message sans faire une copie. Merci d'avance pour votre collaboration.

---

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# CASE C

**Glen Leis**

---

**From:** Mario Slogar  
**Sent:** January 22, 2019 10:01 AM  
**To:** Jacob Polisuk  
**Cc:** Glen Leis  
**Subject:** FW: Re: K [REDACTED] -4 [REDACTED] Avenue  
**Attachments:** RE: Tank Removal, [REDACTED] AVE

Same issue for this customer as well. The rental charges and buyout fee have yet to be credited.

I never received a copy of the rental agreement from Enercare.

Mario Slogar  
Vista Credit Corporation  
205-6 Gurdwara Rd.  
Ottawa, ON K2E 8A3

Tel: (613) 321-7777  
Toll Free Tel: 1-877-318-4782 ext. #4227  
Fax: (613) 321-7775  
Toll Free Fax: 1-877-678-4782  
Email: [mario@vistacredit.ca](mailto:mario@vistacredit.ca)



**From:** Mario Slogar  
**Sent:** January-10-19 5:10 PM  
**To:** 'EGD Open Bill Admin' <EGDOpenBillAdmin@enbridge.com>  
**Subject:** RE: Re: [REDACTED] -4 [REDACTED] Avenue

Hi Amanda,

Is there an update for this account?

Thank you.

Mario Slogar  
Vista Credit Corporation  
205-6 Gurdwara Rd.  
Ottawa, ON K2E 8A3

Tel: (613) 321-7777  
Toll Free Tel: 1-877-318-4782 ext. #4227  
Fax: (613) 321-7775  
Toll Free Fax: 1-877-678-4782  
Email: [mario@vistacredit.ca](mailto:mario@vistacredit.ca)



**From:** EGD Open Bill Admin [<mailto:EGDOpenBillAdmin@enbridge.com>]  
**Sent:** January-02-19 3:30 PM  
**To:** Mario Slogar <[Mario@vistacredit.ca](mailto:Mario@vistacredit.ca)>  
**Cc:** EGD Open Bill Admin <[EGDOpenBillAdmin@enbridge.com](mailto:EGDOpenBillAdmin@enbridge.com)>  
**Subject:** RE: Re: [REDACTED]-4 [REDACTED] Avenue

Hi Mario,

This dispute has gone to our legal team to look into. I will let you know once I hear back from them.

Thanks,

Amanda

**From:** Mario Slogar [<mailto:Mario@vistacredit.ca>]  
**Sent:** Wednesday, January 02, 2019 2:10 PM  
**To:** Amanda Lee  
**Subject:** [External] FW: Re: [REDACTED]-4 [REDACTED] Avenue  
**Importance:** High

Hi Amanda,

The buyout and rental charges from Enercare have yet to be credited.

Can you please advise when this will be completed.

Thank you.

Mario Slogar  
Vista Credit Corporation  
205-6 Gurdwara Rd.  
Ottawa, ON K2E 8A3

Tel: (613) 321-7777  
Toll Free Tel: 1-877-318-4782 ext. #4227  
Fax: (613) 321-7775  
Toll Free Fax: 1-877-678-4782  
Email: [mario@vistacredit.ca](mailto:mario@vistacredit.ca)



**From:** Mario Slogar  
**Sent:** December-31-18 3:44 PM  
**To:** Amanda Lee <[Amanda.Lee@enbridge.com](mailto:Amanda.Lee@enbridge.com)>  
**Subject:** FW: Re: [REDACTED]-4 [REDACTED] Avenue  
**Importance:** High

Good afternoon Amanda,

I have a very frustrated customer that is still incurring charges from Enercare for a tank no longer at the property.

Can you please advise when the dispute will be resolved and a credit adjustment completed.

[REDACTED] Avenue-remove/credit Enercare buyout charge. Tank removed customer  
does not agree with charge. [REDACTED] Enercare 01-Aug-18 Mario Slogar 613-321-  
7777 Yes Refer to opnb case [REDACTED] and rent case [REDACTED]

Regards,

Mario Slogar  
Vista Credit Corporation  
205-6 Gurdwara Rd.  
Ottawa, ON K2E 8A3

Tel: (613) 321-7777  
Toll Free Tel: 1-877-318-4782 ext. #4227  
Fax: (613) 321-7775  
Toll Free Fax: 1-877-678-4782  
Email: [mario@vistacredit.ca](mailto:mario@vistacredit.ca)



**From:** Mario Slogar  
**Sent:** December-05-18 12:43 PM  
**To:** 'Cathy Small' <[Cathy.Small@enbridge.com](mailto:Cathy.Small@enbridge.com)>  
**Subject:** Re: [REDACTED] Avenue

Good morning Cathy,

The customer is advising that he is receiving automated collection calls from Enbridge regarding a past due account. Can you please advise when the Enercare buyout charge will be reversed?

[REDACTED] Avenue-remove/credit Enercare buyout charge. Tank removed customer  
does not agree with charge. [REDACTED] Enercare 01-Aug-18 Mario Slogar 613-321-  
7777 Yes Refer to opnb case [REDACTED] and rent case [REDACTED]

Thank you.

Mario Slogar  
Vista Credit Corporation  
205-6 Gurdwara Rd.  
Ottawa, ON K2E 8A3

Tel: (613) 321-7777  
Toll Free Tel: 1-877-318-4782 ext. #4227  
Fax: (613) 321-7775  
Toll Free Fax: 1-877-678-4782  
Email: [mario@vistacredit.ca](mailto:mario@vistacredit.ca)



## Glen Leis

---

**From:** Vista Credit Agency  
**Sent:** September 25, 2018 10:15 AM  
**To:** 'Agency Confirmation'; Vista Credit Agency  
**Cc:** [REDACTED]  
**Subject:** RE: Tank Removal, [REDACTED] AVE

I guess you need to provide an approval for the return then and stop wasting our customers time and our vendors time by pursuing a buyout charge that you have no legal standing to enforce.

Regards,

Mario Slogar  
Customer Service Manager  
Vista Credit Corporation  
205-6 Gurdwara Rd.  
Ottawa, ON K2E 8A3

Tel: (613) 321-7777  
Toll Free Tel: 1-877-318-4782 ext. #4227  
Fax: (613) 321-7775  
Toll Free Fax: 1-877-678-4782  
Email: mario@vistacredit.ca

-----Original Message-----

**From:** Agency Confirmation [mailto:AgencyConfirmation@enercare.ca]  
**Sent:** September-25-18 10:02 AM  
**To:** Vista Credit Agency <agency@vistacredit.ca>; Agency Confirmation <AgencyConfirmation@enercare.ca>  
**Cc:** [REDACTED]  
**Subject:** RE: Tank Removal, [REDACTED] AVE

Please note, if the buyout is not processed, as you suggest, (and thus title doesn't fully transfer to the customer) then Vista (as agent for the customer) would be knowingly disposing of equipment that doesn't belong to it and, as a result, Vista and the customer will be liable for damages to Enercare including the buyout amount.

Agency Confirmation  
Enercare Home Services  
7400 Birchmount Rd, Markham, ON L3R 5V4 | [enercare.ca](http://enercare.ca)

-----Original Message-----

**From:** Vista Credit Agency [mailto:agency@vistacredit.ca]  
**Sent:** Monday, September 24, 2018 4:46 PM  
**To:** Agency Confirmation <AgencyConfirmation@enercare.ca>; Vista Credit Agency <agency@vistacredit.ca>

Cc: [REDACTED]  
Subject: RE: Tank Removal, [REDACTED] AVE

Good afternoon,

The terms and conditions on your website are irrelevant. You have provided no proof of your claims thus our customer cannot be subjected to an imposed buyout charge.

You have 3 business days to allow for return of the equipment.

Regards,

Mario Slogar  
Customer Service Manager  
Vista Credit Corporation  
205-6 Gurdwara Rd.  
Ottawa, ON K2E 8A3

Tel: (613) 321-7777  
Toll Free Tel: 1-877-318-4782 ext. #4227  
Fax: (613) 321-7775  
Toll Free Fax: 1-877-678-4782  
Email: mario@vistacredit.ca

-----Original Message-----

From: Agency Confirmation [mailto:AgencyConfirmation@enercare.ca]  
Sent: September-21-18 11:11 AM  
To: Vista Credit Agency <agency@vistacredit.ca>; Agency Confirmation <AgencyConfirmation@enercare.ca>  
Cc: [REDACTED]  
Subject: RE: Tank Removal, [REDACTED] AVE

Dear Mario,

This customer assumed the rental agreement as part of their purchase of the property from the builder. The terms and conditions of the rental were provided to the customer from the builder in the pre/post-closing package. We would encourage the customer to review their transaction documents and commitments with respect to same. Alternatively, the terms and conditions are also always available on our website at: <https://www.enercare.ca/home/water-heating/our-rental-water-heater-terms-conditions>.

We confirm that the customer was at all times made aware of their legal obligations and remain responsible for abiding by them.

Agency Confirmation  
Enercare Home Services  
7400 Birchmount Rd, Markham, ON L3R 5V4 | [enercare.ca](http://enercare.ca)

-----Original Message-----

From: Vista Credit Agency [mailto:agency@vistacredit.ca]  
Sent: Friday, September 14, 2018 10:41 AM  
To: Agency Confirmation <AgencyConfirmation@enercare.ca>; Vista Credit Agency <agency@vistacredit.ca>  
Cc: [REDACTED]  
Subject: RE: Tank Removal, 4 [REDACTED] AVE

Good morning,

The onus is on Enercare not our customer to provide the rental agreement to justify the buyout charge that you have imposed.

Kindly do so or it will be assumed that you do not have one.

Thank you.

Mario Slogar  
Customer Service Manager  
Vista Credit Corporation  
205-6 Gurdwara Rd.  
Ottawa, ON K2E 8A3

Tel: (613) 321-7777  
Toll Free Tel: 1-877-318-4782 ext. #4227  
Fax: (613) 321-7775  
Toll Free Fax: 1-877-678-4782  
Email: mario@vistacredit.ca

-----Original Message-----

From: Agency Confirmation [mailto:AgencyConfirmation@enercare.ca]  
Sent: September-13-18 8:50 AM  
To: Vista Credit Agency <agency@vistacredit.ca>; Agency Confirmation <AgencyConfirmation@enercare.ca>  
Cc: [REDACTED]  
Subject: RE: Tank Removal, [REDACTED] AVE

For a copy of the customer's rental contract, we would suggest that you ask the customer and- or encourage them to review the materials the customer received from the homebuilder (including his pre and post closing documents) from the time they purchased the property and assumed the contract (which he thereafter knowingly operated under for quite some time.)

Agency Confirmation  
Enercare Home Services  
7400 Birchmount Rd, Markham, ON L3R 5V4 | enercare.ca

-----Original Message-----

From: Vista Credit Agency [mailto:agency@vistacredit.ca]  
Sent: Wednesday, September 12, 2018 12:51 PM  
To: Agency Confirmation <AgencyConfirmation@enercare.ca>; Vista Credit Agency <agency@vistacredit.ca>  
Cc: [REDACTED]  
Subject: RE: Tank Removal, [REDACTED] AVE

Please provide a copy of the customers rental contract for review.

Thank you.

Mario Slogar  
Customer Service Manager  
Vista Credit Corporation  
205-6 Gurdwara Rd.  
Ottawa, ON K2E 8A3

Tel: (613) 321-7777  
Toll Free Tel: 1-877-318-4782 ext. #4227  
Fax: (613) 321-7775  
Toll Free Fax: 1-877-678-4782  
Email: mario@vistacredit.ca

-----Original Message-----

From: Agency Confirmation [mailto:AgencyConfirmation@enercare.ca]  
Sent: September-12-18 12:48 PM  
To: Vista Credit Agency <agency@vistacredit.ca>; Agency Confirmation <AgencyConfirmation@enercare.ca>  
Subject: RE: Tank Removal, [REDACTED] AVE

Please be advised that Enercare Home Services has approved your appointment as agent on behalf of [REDACTED] at [REDACTED] AVE

In accordance with the terms of the rental contract, the rental equipment that is currently installed at [REDACTED] AVE is subject to a buyout. The amount of the buyout charge is \$853.00 plus hst.

You can find a copy of our terms & conditions on the following webpage: <https://www.enercare.ca/home/water-heating/our-rental-water-heater-terms-conditions>

Please advise how [REDACTED] would like to proceed.

Agency Confirmation  
Enercare Home Services  
7400 Birchmount Rd, Markham, ON L3R 5V4 | [enercare.ca](http://enercare.ca)

-----Original Message-----

From: Vista Credit [mailto:agency@vistacredit.ca]

Sent: Tuesday, September 11, 2018 10:27 AM  
To: Agency Confirmation <AgencyConfirmation@enercare.ca>  
Cc: Vista Credit <agency@vistacredit.ca>  
Subject: Tank Removal, [REDACTED] AVE

Dear Sir / Madam,

Please provide return authorization for the equipment described in the attached agency agreement.

Should return authorization not be provided within 72 hours of receiving this email, we will assume that you do not want the equipment returned. Notice of return authorization must be sent by email to the dealer email address listed below as well as agency@vistacredit.ca within 72 hours.

To provide Enercare an additional opportunity to obtain the equipment described in the attached agency agreement after the initial 72 hour period, it will be stored for pick up at the following location for 7 days following the submission of this email:

Address: [REDACTED]

City: [REDACTED]

Postal Code: [REDACTED]

Telephone: [REDACTED]

Dealer E-mail: [REDACTED]

Arrangements for the pick-up of the equipment must be made by telephone at least 24 hours in advance during business hours Monday - Friday from 9 am - 4 pm not including statutory holidays. Should the equipment not be picked up within the 7 day period, the rating plate will be removed and the tank will be disposed of.

Please note that as per the attached agency agreement the customer may have elected to invoke their rights under the Personal Information Protection and Electronic Documents Act (PIPEDA) and Canada's Anti-Spam Legislation (CASL), to prevent you from contacting them on a go forward basis. Please govern yourself accordingly.

For any inquiries, contact the customer's appointed agent at agency@vistacredit.ca.

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# CASE D

**Glen Leis**

---

**From:** Mario Slogar  
**Sent:** August 15, 2018 1:36 PM  
**To:** 'Agency Confirmation'  
**Cc:** Steve McGann  
**Subject:** RE: [REDACTED] Place

Good afternoon,

Our client is aware of your anti-competitive behaviour and our repeated overtures to allow for the product to be returned to you.

As we have reached an impasse there is no further point in continuing with this correspondence.

Regards,

Mario Slogar  
Customer Service Manager  
Vista Credit Corporation  
205-6 Gurdwara Rd.  
Ottawa, ON K2E 8A3

Tel: (613) 321-7777  
Toll Free Tel: 1-877-318-4782 ext. #4227  
Fax: (613) 321-7775  
Toll Free Fax: 1-877-678-4782  
Email: [mario@vistacredit.ca](mailto:mario@vistacredit.ca)



**From:** Agency Confirmation [mailto:AgencyConfirmation@enercare.ca]  
**Sent:** August-15-18 10:55 AM  
**To:** Mario Slogar <Mario@vistacredit.ca>; Agency Confirmation <AgencyConfirmation@enercare.ca>  
**Cc:** Steve McGann <steve@vistacredit.ca>  
**Subject:** RE: [REDACTED] Place

Dear Mario,

As repeatedly mentioned, matters of a legal nature should proceed through the legal channels and as your lawyers have already engaged with our lawyers those channels remain open if there is any further issue to discuss/resolve. In the meantime, and as you must surely know, if Vista acting as agent for the customer knowingly disposes of equipment belonging to Enercare, then the customer is liable to Enercare. We trust that as agent you are keeping your principal (the customer) informed of your actions and obtaining their instructions to proceed, as may be required.

Thank you,

**Agency Confirmation**

**Enercare Home Services**

7400 Birchmount Rd, Markham, ON L3R 5V4 | [enercare.ca](http://enercare.ca)

**From:** Mario Slogar [<mailto:Mario@vistacredit.ca>]  
**Sent:** Tuesday, August 14, 2018 2:33 PM  
**To:** Agency Confirmation <[AgencyConfirmation@enercare.ca](mailto:AgencyConfirmation@enercare.ca)>  
**Cc:** Steve McGann <[steve@vistacredit.ca](mailto:steve@vistacredit.ca)>  
**Subject:** RE: [REDACTED]-9 [REDACTED] Place

Good afternoon,

You are welcome to pursue the matter with Vista if you feel you have appropriate legal recourse to do so.

Regards,

Mario Slogar  
Customer Service manager  
Vista Credit Corporation  
205-6 Gurdwara Rd.  
Ottawa, ON K2E 8A3

Tel: (613) 321-7777  
Toll Free Tel: 1-877-318-4782 ext. #4227  
Fax: (613) 321-7775  
Toll Free Fax: 1-877-678-4782  
Email: [mario@vistacredit.ca](mailto:mario@vistacredit.ca)



**From:** Agency Confirmation [<mailto:AgencyConfirmation@enercare.ca>]  
**Sent:** August-14-18 1:37 PM  
**To:** Mario Slogar <[Mario@vistacredit.ca](mailto:Mario@vistacredit.ca)>; Agency Confirmation <[AgencyConfirmation@enercare.ca](mailto:AgencyConfirmation@enercare.ca)>  
**Cc:** Steve McGann <[steve@vistacredit.ca](mailto:steve@vistacredit.ca)>  
**Subject:** RE: [REDACTED]-9 [REDACTED] Place

Good afternoon,

Please note, if the buyout is not applied, as you suggest, (and thus title doesn't fully transfer to the customer) then Vista (as agent for the customer) would be knowingly disposing of equipment that doesn't belong to it and, as a result, Vista and the customer will be liable for damages to Enercare including the buyout amount.

Thank you,

**Agency Confirmation**

**Enercare Home Services**

7400 Birchmount Rd, Markham, ON L3R 5V4 | [enercare.ca](http://enercare.ca)

**From:** Mario Slogar [<mailto:Mario@vistacredit.ca>]  
**Sent:** Monday, August 13, 2018 3:44 PM  
**To:** Agency Confirmation <[AgencyConfirmation@enercare.ca](mailto:AgencyConfirmation@enercare.ca)>  
**Cc:** Steve McGann <[steve@vistacredit.ca](mailto:steve@vistacredit.ca)>  
**Subject:** RE: [REDACTED] Place

FINAL NOTICE

Good afternoon,

You are being afforded one final opportunity to recover your asset and allow for its return. You have until end of business day (5pm Thursday August 16<sup>th</sup>) to reconsider your position.

Regards,

Mario Slogar  
Customer Service Manager  
Vista Credit Corporation  
205-6 Gurdwara Rd.  
Ottawa, ON K2E 8A3

tel: (613) 321-7777  
Toll Free Tel: 1-877-318-4782 ext. #4227  
Fax: (613) 321-7775  
Toll Free Fax: 1-877-678-4782  
Email: [mario@vistacredit.ca](mailto:mario@vistacredit.ca)



**From:** Agency Confirmation [<mailto:AgencyConfirmation@enercare.ca>]  
**Sent:** August-10-18 9:32 AM  
**To:** Mario Slogar <[Mario@vistacredit.ca](mailto:Mario@vistacredit.ca)>; Agency Confirmation <[AgencyConfirmation@enercare.ca](mailto:AgencyConfirmation@enercare.ca)>  
**Cc:** Steve McGann <[steve@vistacredit.ca](mailto:steve@vistacredit.ca)>  
**Subject:** RE: [REDACTED] Place

Dear Mario,

As you and your legal counsel are aware, Section 40(2)4 of Ontario Regulation 17/05 is not applicable to this situation and the subject Enercare contract does not provide for early termination. We would encourage you to review same with your legal counsel.

Should you, acting as agent on behalf of the customer, purposefully (and unlawfully) dispose of Enercare equipment, the customer will be responsible for the buyout owing to Enercare.

Thank you,

Agency Confirmation

**Enercare Home Services**

7400 Birchmount Rd, Markham, ON L3R 5V4 | [enercare.ca](http://enercare.ca)

**From:** Mario Slogar [<mailto:Mario@vistacredit.ca>]  
**Sent:** Thursday, August 09, 2018 10:48 AM  
**To:** Agency Confirmation <[AgencyConfirmation@enercare.ca](mailto:AgencyConfirmation@enercare.ca)>  
**Cc:** Steve McGann <[steve@vistacredit.ca](mailto:steve@vistacredit.ca)>  
**Subject:** RE: [REDACTED] Place

Good morning,

We have reviewed the rental agreement provided for the above named address and with reference to the Consumer Protection Act (2002) Ontario and Section 40(2)4 of Ontario Regulation 17/05 (the "Act"). In accordance with the Act, this contract is a Part IV agreement. Under a Part IV agreement, the supplier is only entitled to charge the following amounts in the event that the customer opts to cancel the contract:

1. the periodic rental payments due on or before the day the lease is terminated that have not already paid; and
2. the expenses incurred by your old provider for the removal of the old tank; and
3. the penalties, if any, imposed on you for unreasonable or excessive wear or use of the old tank.

In accordance with your return process, we have previously requested and not received the return authorization for this water heater. If we do not receive the return authorization within 72 hours, we will assume that you no longer require the water heater and the dealer will be instructed to remove the rating plate and dispose of the equipment.

Given that the customer has invoked their legal right to appoint an agent, for all inquiries related to this matter, contact the customer's appointed agent at [agency@vistacredit.ca](mailto:agency@vistacredit.ca). In addition, they may have elected to invoke their rights under the Personal Information Protection and Electronic Documents Act (PIPEDA) and Canada's Anti-Spam Legislation (CASL), to prevent you from contacting them on a go forward basis. Please be advised and govern yourself accordingly.

Regards,

Mario Slogar  
Vista Credit Corporation  
205-6 Gurdwara Rd.  
Ottawa, ON K2E 8A3

Tel: (613) 321-7777  
Toll Free Tel: 1-877-318-4782 ext. #4227  
Fax: (613) 321-7775  
Toll Free Fax: 1-877-678-4782  
Email: [mario@vistacredit.ca](mailto:mario@vistacredit.ca)



**From:** Agency Confirmation [<mailto:AgencyConfirmation@enercare.ca>]  
**Sent:** August-08-18 9:29 AM  
**To:** Mario Slogar <[Mario@vistacredit.ca](mailto:Mario@vistacredit.ca)>; Agency Confirmation <[AgencyConfirmation@enercare.ca](mailto:AgencyConfirmation@enercare.ca)>

**Cc:** Steve McGann <[steve@vistacredit.ca](mailto:steve@vistacredit.ca)>; Vista Credit Agency <[agency@vistacredit.ca](mailto:agency@vistacredit.ca)>  
**Subject:** RE: J [REDACTED] Place

Good morning,

Please see attached contract as requested

#### Agency Confirmation

#### Enercare Home Services

7400 Birchmount Rd, Markham, ON L3R 5V4 | [enercare.ca](http://enercare.ca)

**From:** Mario Slogar [<mailto:Mario@vistacredit.ca>]  
**Sent:** Wednesday, August 01, 2018 10:08 AM  
**To:** Agency Confirmation <[AgencyConfirmation@enercare.ca](mailto:AgencyConfirmation@enercare.ca)>  
**Cc:** Steve McGann <[steve@vistacredit.ca](mailto:steve@vistacredit.ca)>; Vista Credit Agency <[agency@vistacredit.ca](mailto:agency@vistacredit.ca)>  
**Subject:** RE: J [REDACTED] Place

Please provide a copy of the customers rental contract for review.

Thank you.

Mario Slogar  
Customer Service Manager  
Vista Credit Corporation  
205-6 Gurdwara Rd.  
Ottawa, ON K2E 8A3

Tel: (613) 321-7777  
Toll Free Tel: 1-877-318-4782 ext. #4227  
Fax: (613) 321-7775  
Toll Free Fax: 1-877-678-4782  
Email: [mario@vistacredit.ca](mailto:mario@vistacredit.ca)



**From:** Agency Confirmation [<mailto:AgencyConfirmation@enercare.ca>]  
**Sent:** August-01-18 9:41 AM  
**To:** Mario Slogar <[Mario@vistacredit.ca](mailto:Mario@vistacredit.ca)>  
**Cc:** Steve McGann <[steve@vistacredit.ca](mailto:steve@vistacredit.ca)>; Agency Confirmation <[AgencyConfirmation@enercare.ca](mailto:AgencyConfirmation@enercare.ca)>  
**Subject:** RE: J [REDACTED] Place

Please be advised that Enercare Home Services has approved your appointment as agent on behalf of [REDACTED] at [REDACTED] PL.

In accordance with the terms of the rental contract, the rental equipment that is currently installed at [REDACTED] PL is subject to a buyout. The amount of the buyout charge is \$962.00+HST.

You can find a copy of our terms & conditions on the following webpage: <https://www.enercare.ca/home/water-heating/our-rental-water-heater-terms-conditions>

Please advise how [REDACTED] would like to proceed.

Thank you

### Agency Confirmation

#### Enercare Home Services

7400 Birchmount Rd, Markham, ON L3R 5V4  
[enercare.ca](http://enercare.ca)

---

**From:** Mario Slogar [<mailto:Mario@vistacredit.ca>]  
**Sent:** Tuesday, July 31, 2018 11:47 AM  
**To:** Agency Confirmation  
**Cc:** Steve McGann  
**Subject:** FW: [REDACTED] - [REDACTED] Place

Good morning,

As previously requested can you please provide approval to have the rental returned.

Thank you.

Mario Slogar  
Customer Service Manager  
Vista Credit Corporation  
205-6 Gurdwara Rd.  
Ottawa, ON K2E 8A3

Tel: (613) 321-7777  
Toll Free Tel: 1-877-318-4782 ext. #4227  
Fax: (613) 321-7775  
Toll Free Fax: 1-877-678-4782  
Email: [mario@vistacredit.ca](mailto:mario@vistacredit.ca)



**From:** Mario Slogar  
**Sent:** July-26-18 10:01 AM  
**To:** 'Agency Confirmation' <[AgencyConfirmation@enercare.ca](mailto:AgencyConfirmation@enercare.ca)>  
**Cc:** Vista Credit Agency <[agency@vistacredit.ca](mailto:agency@vistacredit.ca)>; Steve McGann <[steve@vistacredit.ca](mailto:steve@vistacredit.ca)>  
**Subject:** Re: [REDACTED] - [REDACTED] Place

Good morning,

Can you please provide approval to have the water heater returned.

Thank you.

Mario Slogar  
Customer Service Manager  
Vista Credit Corporation  
205-6 Gurdwara Rd.  
Ottawa, ON K2E 8A3

Tel: (613) 321-7777  
Toll Free Tel: 1-877-318-4782 ext. #4227  
Fax: (613) 321-7775  
Toll Free Fax: 1-877-678-4782  
Email: [mario@vistacredit.ca](mailto:mario@vistacredit.ca)



**From:** Steve McGann  
**Sent:** July-26-18 8:29 AM  
**To:** Mario Slogar <[Mario@vistacredit.ca](mailto:Mario@vistacredit.ca)>; Steve McGann <[steve@vistacredit.ca](mailto:steve@vistacredit.ca)>  
**Subject:** Fwd: [Scan] 2018-07-26 08:24

Hi Mario;

Enercare is refusing return of this tank.

Can you kindly assist. Thank you

Sent from my Bell Samsung device over Canada's largest network.

----- Original message -----

**From:** [REDACTED]  
**Date:** 2018-07-26 8:27 AM (GMT-05:00)  
**To:** Steve McGann <[steve@vistacredit.ca](mailto:steve@vistacredit.ca)>  
**Subject:** [Scan] 2018-07-26 08:24

--  
Sent with Genius Scan for iOS.  
<http://dl.tglapp.com/genius-scan>

---

Confidentiality Warning: This message and any attachments are intended only for the use of the intended recipient(s), are confidential, and may be privileged. If you are not the intended recipient, you are hereby notified that any review, retransmission, conversion to hard copy, copying, circulation or other use of this message and any attachments is strictly prohibited. If you are not the intended recipient, please notify the sender immediately by return e-mail, and delete this message and any attachments from your system. Thank you.

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Confidentiality Warning: This message and any attachments are intended only for the use of the intended recipient(s), are confidential, and may be privileged. If you are not the intended recipient, you are hereby



Carole McAfee Wallace  
Direct Dial: 416.203.9551  
E-mail: [carole@fernandeshearn.com](mailto:carole@fernandeshearn.com)  
Our File No.: [REDACTED]

**DELIVERED VIA EMAIL: [lauren.black@enercare.ca](mailto:lauren.black@enercare.ca)**

February 21, 2019

**Enercare Home and Commercial Services**  
400 Victoria Park Avenue  
Toronto, ON M2H 3P4

Attention: Lauren Black, Counsel

Dear Ms. Black:

**Re: [REDACTED] - [REDACTED], Newmarket, ON (the "Property")**

We are the lawyers for [REDACTED]. We are advised that in or about July 26, 2018 our client attempted to return the hot water tank at the Property to Enercare Home and Commercial Services ("Enercare"), but Enercare refused to accept its return and instead imposed a buyout fee of \$1,253.06, including HST.

It is our position that Enercare is without authority to charge Mr. [REDACTED] this fee, and we dispute that any amounts are due and owing to Enercare. Please forward to us a copy of Enercare's contract with [REDACTED].

Please direct all communications to the writer, as Mr. [REDACTED] lawyer. We require that Enercare, and any collection agency acting on Enercare's behalf, not contact our client directly.

Yours truly,

Carole McAfee Wallace  
CMW/rs  
cc: Client

APR 1, 2019  
001154 000001203  
NEWMARKET ON

ENBRIDGE  
Notice Date  
APR 1, 2019  
Account Number  
Service Address

**Enbridge Collections Notice**

**Amount Due Immediately: \$1171.78**

This is a **DISCONNECTION** Notice, **YOUR ACCOUNT IS SERIOUSLY OVERDUE!**

Your Gas Service is scheduled for **DISCONNECTION BETWEEN APR 10, 2019 AND JUN 10, 2019**. This disconnection will take place whether or not someone is at the property. To **AVOID DISCONNECTION** you **MUST** make the required payment by **WIRE TRANSFER (WESTERN UNION)** or **CREDIT CARD** payment **ONLY**. Not following one of these payment methods may result in disconnection and additional fees charged to your account. Enbridge will not be liable for any resulting damages.

You must phone Enbridge directly to pay by credit card. If paying by Wire Transfer, call the Credit Department **AFTER THE WIRE TRANSFER HAS BEEN MADE** to confirm your payment. If you are unable to make the full payment please phone Enbridge to arrange a suitable payment arrangement. Eligible low income households may qualify for Emergency Financial Assistance under the Low-Income Emergency Assistance Program (LEAP).

**Contacting Enbridge**

Contact the Enbridge Credit Department at 1-866-788-3016 to pay your balance by credit card, to report a payment made by Wire Transfer or to discuss your account.  
Payments can be reported using Enbridge's automated telephone system by dialing 1-866-788-3016.

Have you signed up for Paperless Billing? It's an easy and convenient way to manage your Enbridge account. For more information or to register, please visit [www.enbridgegas.com/bill](http://www.enbridgegas.com/bill).

## Glen Leis

---

**From:** Mario Slogar  
**Sent:** April 10, 2019 9:54 AM  
**To:** [REDACTED]  
**Subject:** FW: Enbridge disconnection notice - customer [REDACTED]

Good morning [REDACTED],

Please disregard the disconnection notice. A credit will be posted to the account for the Enercare buyout charge.

Regards,

Mario Slogar  
Vista Credit Corporation  
205-6 Gurdwara Rd.  
Ottawa, ON K2E 8A3

Tel: (613) 321-7777  
Toll Free Tel: 1-877-318-4782 ext. #4227  
Fax: (613) 321-7775  
Toll Free Fax: 1-877-678-4782  
Email: mario@vistacredit.ca

-----Original Message-----

From: Amanda Lee  
Sent: April-10-19 9:32 AM  
To: Mario Slogar <Mario@vistacredit.ca>  
Cc: Steve McGann, Glen Leis  
Subject: RE: Enbridge disconnection notice - customer [REDACTED]

Hi Mario,

I can confirm that the credit has been processed and have notified the Collections Supervisor to ensure that they will not be disconnected.

Thanks,

Amanda

-----Original Message-----

From: Mario Slogar [mailto:Mario@vistacredit.ca]  
Sent: Wednesday, April 10, 2019 9:06 AM  
To: Amanda Lee  
Cc: Steve McGann; Glen Leis  
Subject: [External] FW: Enbridge disconnection notice - customer [REDACTED]  
Importance: High

Good morning Amanda,

Our customer has received a disconnection notice but the buyout charge was to be reversed as of April 7.

Can you please confirm this is in fact the case and that Mr. [REDACTED] can ignore the disconnection notice.

[REDACTED] Place-remove buyout charge [REDACTED] Enercare 04-May-18  
Mario Slogar 613-321-7777 Yes "created opnb case [REDACTED]  
Amount of Dispute: 962.00+hst  
Product: RENTAL BUYOUT  
Biller Name (for dispute): Enercare Home Services" 07/04/2019

Thank you.

Mario Slogar  
Vista Credit Corporation  
205-6 Gurdwara Rd.  
Ottawa, ON K2E 8A3

Tel: (613) 321-7777  
Toll Free Tel: 1-877-318-4782 ext. #4227  
Fax: (613) 321-7775  
Toll Free Fax: 1-877-678-4782  
Email: mario@vistacredit.ca

-----Original Message-----

From: Steve McGann  
Sent: April-09-19 9:47 PM  
To: Mario Slogar <Mario@vistacredit.ca>  
Subject: Enbridge disconnection notice - customer [REDACTED]  
Importance: High

Hi Mario;

Can you contact Enbridge asap regarding this disconnection notice for customer [REDACTED] and also contact [REDACTED] to let him know the status of this disconnection notice.  
This is all directly relating the former Enercare rental.

Please let me know the outcome.  
Thank you

Steve McGann  
Director of Sales GTA West and North Regions VISTA Credit ph. 416-509-5006 fax 877 678 4782 admin 877 318 4782  
steve@vistacredit.ca www.vistacredit.ca

-----Original Message-----

From: [REDACTED]  
Sent: April-09-19 6:32 PM  
To: Steve McGann <steve@vistacredit.ca> [REDACTED]  
Subject: IMG\_5231.jpeg

This is insane Steve. Please find out what vista missed

↑  
Vista blamed for results  
of Enron's CPA Violation.  
Enron's Strategy, Enforcement  
through CPA Compliance  
[Signature]

# CASE E



February 28, 2019

**Joseph Dimeo**

Customer Care – Third Party Relationship and Collections  
ENBRIDGE GAS Inc.

SENT VIA E-MAIL

**RE: " CHARGE IS VALID. CUSTOMER HAS BEEN INFORMED OF THE RESOLUTION "**

Dear Joseph

I have been asked by our customer service department to escalate another example of Enercare utilizing the services of Enbridge's Open Bill Program ("OBA") to enforce buyout charges that are in violation of the Ontario Consumer Protection Act. As per our discussions on November 29<sup>th</sup>, referencing the legal opinion we presented, Enercare does not have the right to charge customers such as Mr. [REDACTED] with a buyout (see Exhibit 1). Furthermore, Enercare unilaterally stating that the customer has been "informed" does not constitute consent for a buyout. Of note, in the past Enercare was using the word "agreed" under identical circumstances which was utter misinformation (e.g. [REDACTED], [REDACTED] Avenue); however, in this case, even stating that the customer was "informed" also may not be true. The e-mail from Mr. [REDACTED] we have attached to this correspondence indicates that Enercare never contacted him (see Exhibit 2).

Vista Credit has done its best to be a solid OBA partner. Over the years we have not only abided by the OBA's rules, we have also openly supported Enbridge when needed as demonstrated in the most recent meetings with OBA participants. As result, we have been approached by Enbridge on a number of occasions for our opinion on the workings of the OBA. In that vein we would like to express our concerns; at the moment, citing this example and others we have presented in the past, Enbridge is enabling Enercare violations of the Ontario Consumer Protection Act and, by association, the Enbridge Open Bill Agreement. All we are asking for is that others comply with the rules we have faithfully abided by for over a decade.

Sincerely

A handwritten signature in black ink, appearing to be 'J. Dimeo', written over a horizontal line.

Senior Vice President, Business Development  
Vista Credit

cc. Darren McIlwraith, Jacob Polisuk, Mario Sloger

EXHIBIT 1 p 1/2

Glen Leis

**From:** Cathy Small <Cathy.Small@enbridge.com>  
**Sent:** October 19, 2018 10:31 AM  
**To:** Mario Slogar  
**Cc:** EGD Open Bill Admin  
**Subject:** RE: Email Correspondence -

Mario,  
Enercare resolved this with the customer

Billor Name: Enercare Home Services  
Resolution Comments: CUSTOMER DISPUTES RENTAL BUYOUT FOR \$ 608.00 +HST.

CHARGE IS VALID.

CUSTOMER HAS BEEN INFORMED OF THE RESOLUTION ON 8/22/2018.

Customer understand and agrees to the resolution.

Please close the dispute.

---

**From:** Mario Slogar [mailto:Mario@vistacredit.ca]  
**Sent:** Friday, October 19, 2018 10:19 AM  
**To:** Cathy Small  
**Subject:** [External] FW: Email Correspondence -

Good morning Cathy,

Can you take a look at the dispute case below. Is it still active?

Thank you.

Mario Slogar  
Vista Credit Corporation  
205-6 Gurdwara Rd.  
Ottawa, ON K2E 8A3

Tel: (613) 321-7777  
Toll Free Tel: 1-877-318-4782 ext. #4227  
Fax: (613) 321-7775  
Toll Free Fax: 1-877-678-4782  
Email: [mario@vistacredit.ca](mailto:mario@vistacredit.ca)



---

**From:** [REDACTED]  
**Sent:** October-18-18 5:15 PM  
**To:** Mario Slogar <Mario@vistacredit.ca>  
**Subject:** Re: Email Correspondence -

Hello Mario,

*EXHIBIT 1 p. 2/2*

Enercare still has not removed the \$687.04 termination buyout for the water heater.

I received my bill today and the charge is still included.

How many more billing cycles is this going to take?

Thanks,

[REDACTED]  
Enbridge Acct# [REDACTED]

----- Original message -----

From: Mario Slogar <[Mario@vistacredit.ca](mailto:Mario@vistacredit.ca)>

Date: 8/28/18 2:31 PM (GMT-05:00)

To: " [REDACTED] "

Subject: RE: Email Correspondence -

Thank you Thomas.

Below is in reference to the dispute case submitted to Enbridge gas.

[REDACTED] Road, Scarborough-please reverse/credit Enercare buyout  
charge [REDACTED] Enercare 18-Jun-18 Mario Slogar 613-321-  
7777 Yes Created OPNB case [REDACTED]

CASE CREATED JULY 31.

Mario Slogar

Vista Credit Corporation

205-6 Gurdwara Rd.

Ottawa, ON K2E 8A3

Tel: (613) 321-7777

Toll Free Tel: 1-877-318-4782 ext. #4227

Fax: (613) 321-7775

*Exhibit 2*

**Glen Leis**

---

**From:** [REDACTED]  
**Sent:** October 19, 2018 3:25 PM  
**To:** Mario Slogar  
**Subject:** Re: Email Correspondence -

Mario,

I told Enbridge that Vista was dealing with Enercare to resolve this.

I agreed to nothing with Enbridge.

I have heard nothing from Enercare since I terminated with them in July.

Thanks again,

----- Original message -----

**From:** Mario Slogar <Mario@vistacredit.ca>  
**Date:** 10/19/18 10:32 AM (GMT-05:00)  
**To:** [REDACTED]  
**Subject:** RE: Email Correspondence -

Please see reply below and advise asap. You did not agree to the charge did you?

Mario,  
Enercare resolved this with the customer

Billor Name: Enercare Home Services  
Resolution Comments: CUSTOMER DISPUTES RENTAL BUYOUT FOR \$ 608.00 +HST.

CHARGE IS VALID.

CUSTOMER HAS BEEN INFORMED OF THE RESOLUTION ON 8/22/2018.

Customer understand and agrees to the resolution.

Mario Slogar  
Vista Credit Corporation  
205-6 Gurdwara Rd.  
Ottawa, ON K2E 8A3

**CANADIAN PAYMENTS ASSOCIATION**  
**ASSOCIATION CANADIENNE DES PAIEMENTS**

**RULE H1**  
**PRE-AUTHORIZED DEBITS**  
**(PADs)**

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2017 ASSOCIATION CANADIENNE DES PAIEMENTS

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## **Rule H1 - Pre-Authorized Debits (PADs)**

### **Implementation and Revisions**

#### **Implemented**

April 15, 2002

#### **Amendments Pre-November 2003**

July 15, 2002, November 25, 2002, March 31, 2003

#### **Amendments Post-November 2003**

1. Amendments to reflect consistency with the new CPA Payment Items and ACSS By-law, approved by the Board November 27, 2003, effective January 27, 2004.
2. Amendments made to Appendix III approved by the Board November 27, 2003, effective January 26, 2004.
3. Amendments made as a result of a holistic review of the entire Rule by the Special Purpose Working Group on Pre-Authorized Debits, approved by the Board February 21, 2008 and effective June 20, 2008. There will be a grace period which shall end on February 28, 2010, in order to effect all of the changes necessary to comply with the new Rule.
4. Minor amendments consistent with the holistic review of the entire Rule by the Special Purpose Working Group on Pre-Authorized Debits, approved by the Board June 12, 2008, effective July 12, 2008.
5. Amendment to section 3 to add reference to Rule A1 and addition of note to subsection 17(b). Approved by the Board June 12, 2008, effective September 2, 2008.
6. Amendments to accommodate the elimination of RIV's in the clearing and to allow for the retention of Reimbursement Claim forms by the Drawee, approved by the Board October 11, 2007, effective October 20, 2008.
7. Amendments to provide clarification surrounding the processing of Notice of Change transactions. Approved by the Board June 16, 2010, effective August 16, 2010.
8. Consequential amendments to accommodate the use of ISO 20022 Message Formats, approved by the board February 18, 2016, effective April 18, 2016.
9. Amendments to replace references to Standard 017 with the Canadian ISO 20022 Usage Guidelines, approved by the Board December 1, 2016, effective January 30, 2017.

**Pre-Authorized Debits (PADs) Rule H1****Part I – General****General - Introduction**

1. This Rule outlines the procedures for the Exchange for the purpose of Clearing and Settlement of every Pre-Authorized Debit. There are four categories of PADs:
  - Business PAD,
  - Cash Management PAD,
  - Funds Transfer PAD, and
  - Personal PAD.

**General - Scope**

2. This Rule applies to Payment Items that are supported by an ongoing agreement from a Payor and/or a Payee, as applicable, in the form of a Payor's PAD Agreement and/or a Payee Letter of Undertaking, as applicable.

This Rule and the Appendices to this Rule are subject to any and all applicable laws including, without limitation, any and all applicable laws relating to consumer protection.

All provisions of this revised Rule H1 are in effect as of June 20, 2008; however, this revised Rule will not be enforced until the expiry of a grace period which shall end on February 28, 2010. Payor's PAD Agreements in effect and Authorized before February 28, 2010 need not be updated or revised.

PADs may be for fixed or variable amounts and recurring at Set Intervals or may be Sporadic. PADs that are Sporadic must have the necessary Authorization for each and every PAD transaction.

**General - References**

3. This Rule shall be read in conjunction with the following Rules, Standards and guidelines:
  - (a) Introduction to the Rules Manual;
  - (b) Rule A1;
  - (c) Rule A4, except as otherwise provided in this Rule or in Rule A4;
  - (d) Section "F" of the Rules Manual;
  - (e) Standard 005;
  - (f) Standard 006;
  - (g) Standard 007
  - (h) The ISO AFT Usage Guidelines; and
  - (i) any guidelines relating to PADs published by the Canadian Payments Association on its website from time to time.

**General - Appendices**

**Pre-Authorized Debits (PADs) Rule H1**

4. The provisions of each of Appendices I, II, III, IV, V and VI form part of this Rule and are incorporated by reference herein.

**General - Definitions**

5. In this Rule,
- (a) "Authorization" means signing, execution or similar adoption by a Payor, including but not limited to the use of a user id / password combination or other Commercially Reasonable method, for the purpose of signifying the consent and/or agreement of the Payor in accordance with applicable laws and "Authorized" has a corresponding meaning;
  - (b) "Business" means any commercial entity including, but not limited to, any corporation, partnership, sole proprietorship, trust, franchise, association, government entity, venture or enterprise;
  - (c) "Business PAD" means a PAD drawn on the account of a Payor for the payment of goods or services related to a Business or commercial activity of the Payor, including, but not limited to, payments between franchisees and franchisors, distributors and suppliers, and dealers and manufacturers that has been identified as a Business PAD "transaction type" in accordance with section 17 below;
  - (d) "Cash Management PAD" means a PAD drawn on the account of a Payor for the purpose of transferring, consolidating or repositioning funds between their account at one Member to their account at another Member, for the same Business or closely-affiliated Businesses (e.g. transfers between a parent company and its subsidiary);
  - (e) "Commercially Reasonable" is a term used to describe certain security procedures, specifically, the verification of a person's identity; the reasonableness of which, ultimately can be determined by a court of law in light of the purposes of the procedure and the commercial circumstances at the time the procedure was used, including, but not limited to:
    - i. the nature of the particular business;
    - ii. the amount of the particular transaction;
    - iii. the Payee's volume of payments;
    - iv. the sophistication of the parties;
    - v. the availability of alternatives offered to but rejected by either of the parties;
    - vi. the cost of alternative procedures;
    - vii. the procedures in general use for similar types of business and payment applications; and,
    - viii. whether there is an existing business relationship between the parties.

Some examples of Commercially Reasonable methods of verification include, but are not limited to:

- i. requesting several forms of identifying information and confirming that information from customer databases;
- ii. obtaining information from credit bureau or third party databases and subsequently requiring the Payor to answer specific questions derived from same;
- iii. sending the Payor a specific piece of information to an independently verified address either on-line or off-line and subsequently requiring the Payor to verify that information;
- iv. the use of caller identification; and,

**Pre-Authorized Debits (PADs) Rule H1**

- v. the use of biometric methods such as voice recognition.

The above examples can be used individually, in combination, or with other methods to form a Commercially Reasonable procedure, subject to an assessment of the commercial circumstances set out above.

- (f) "Confirmation" means the mandatory Written notice from the Payee to the Payor prior to the first PAD wherein the details agreed to by the Payor in setting up an Electronic Agreement with the Payee are communicated in accordance with Appendix IV;
- (g) "Electronic Agreement" means a Payor's PAD Agreement that is not a Paper Agreement and that has been Authorized in accordance with this Rule by way of telephone, Internet, e-mail or other electronic means;
- (h) "Funds Transfer PAD" means, where the Payor and the Payee are the same individual, a PAD drawn on the account of a Payor for the purpose of transferring funds from their account at one Member to their account at another Member, including, but not limited to, registered savings plan, mutual funds, segregated funds, annuities, deposit accounts, cash accounts, and investments accounts;
- (i) "Member Payee" means a Member who is also a Payee;
- (j) "Paper Agreement" means a Payor's PAD Agreement that has been Authorized in accordance with this Rule on paper and exchanged in person or by mail, courier, facsimile transmission, e-mailed scan or any other method by which a paper instrument may be exchanged between persons, and does not include Confirmation received by the Payor subsequent to entering into an Electronic Agreement;
- (k) "Payee" means a person whose account at a Member is to be, or has been, credited with the amount of a PAD;
- (l) "Payee Letter of Undertaking" means in the case of a Business PAD, Cash Management PAD or Personal PAD, a Written agreement between a Payee and its Sponsoring Member which outlines the Payee's responsibilities and agreement to comply with this Rule and contains the mandatory information set out at Appendix I;
- (m) "Payor" means a person whose account at a Member is to be, or has been, debited with the amount of a PAD;
- (n) "Payor's PAD Agreement" means a continuing but revocable Written or otherwise Recorded authority that has been signed or otherwise Authorized containing the mandatory provisions set out in Appendix II, given by a Payor to a Payee that provides an Authorization for the Payee to issue PADs against the Payor's account at its Processing Member;
- (o) "Personal PAD" means a PAD drawn on the account of a Payor for payments such as, but not limited to, charitable donations, non-Member investment contributions, mortgage installments, utility bills, insurance premiums, membership fees, property taxes, credit card billings, lines of credit, loans and payment for other consumer goods or services but not a Business PAD, a Cash Management PAD or a Funds Transfer PAD;
- (p) "Pre-Authorized Debit" or "PAD" means a pre-authorized debit Payment Item issued by a Payee or Member Payee that is drawn on an account of a Payor held by a Processing Member;

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- (q) "Pre-notification" means the required Written notice by the Payee or Member Payee to the Payor of the amount or change in amount to a PAD and the date(s) of such debiting, prior to the date of the actual PAD;
- (r) "Processing Member" means a Member that holds the account of a Payor;
- (s) "Recorded" means any form of representation of information or of concepts in any medium that is accessible so that it may be used for subsequent reference and can be read or otherwise perceived by a person;
- (t) "Reimbursement Claim" means either (i) a duly completed and signed Written statement of a Payor in the form set out in Appendix III or (ii) a Written or otherwise Recorded communication from a Payor to its Processing Member by way of the Internet, e-mail, telephone or other electronic means that has been authenticated pursuant to the Processing Member's customary security measures relating to such means;
- (u) "Set Interval" means occurring at specified, set or predictable periods or times or upon the occurrence of such criteria and/or event(s) as may be set out in a Payor's PAD Agreement;
- (v) "Sponsoring Member" means a Member that holds the account of the Payee to be credited with a PAD;
- (w) "Sporadic" means occurring occasionally, irregularly, intermittently, infrequently, periodically, and not at Set Intervals; and
- (x) "Written" means any form of representing or reproducing words in visible form, and includes an electronic document, provided the electronic document is under the control of the intended recipient, the information contained in the electronic document is substantially in the same form as a paper copy, and the information contained in the document is accessible if requested.

**General - Responsibility and Liability**

- 6. Each Member shall be responsible and liable for every PAD and every Payment Item purporting to be a PAD that it Exchanges for the purpose of Clearing and Settlement, and shall indemnify the Association and its Members for any direct loss, costs or damages incurred by them as a result of a PAD or a Payment Item purporting to be a PAD that it has Exchanged for the purpose of Clearing and Settlement, except where such loss, costs or damages resulted from erroneous information provided or an error committed by a Processing Member.

**Part II – Payee Letter of Undertaking****Payee Letter of Undertaking - Personal PADs and Business PADs**

- 7. Where a Member agrees to act as a Sponsoring Member for a Payee that issues Personal PADs or Business PADs, the Member shall:
  - (a) obtain a Payee Letter of Undertaking from each Payee for whom it Exchanges Personal PADs or Business PADs for the purpose of Clearing and Settlement that includes the mandatory provisions set out in Appendix I;
  - (b) indemnify the Association and its Members for any direct loss, costs or damages incurred as a result of the fact that a Payee Letter of Undertaking deviated from the mandatory provisions set out in Appendix I or the intent or effect of this Rule; and

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- (c) require that each Payee must (i) accept and act on any notice of change of a Payor's payment routing information that a Payee receives from its Sponsoring Member that was provided to the Sponsoring Member by the Payor's Processing Member in relation to an administrative change to that information by the Processing Member pursuant to Rules F1 or F4, as applicable, that does not involve the Payor changing his/her account to another Processing Member and (ii) deem such notice of change to be the Payor's authorization to change its relevant payment routing information, provided that the Sponsoring Member shall be responsible to the Payee for the accuracy of any such notice of change that it provides to the Payee.

**Payee Letter of Undertaking - Cash Management PADs**

- 8. Where a Member agrees to act as a Sponsoring Member for a Payee that issues Cash Management PADs, the Member shall:
  - (a) obtain a Payee Letter of Undertaking from the Payee that includes the mandatory provisions set out in Appendix I; and
  - (b) indemnify the Association and its Members for any direct loss, costs or damages incurred as a result of the fact that a Payee Letter of Undertaking deviated from the mandatory provisions set out in Appendix I or the intent or effect of this Rule.

**Payee Letter of Undertaking - Exception**

- 9. Where a Member decides to act as a Member Payee to issue Personal PADs or Business PADs or decides to act as a Sponsoring Member for a Payee to issue Funds Transfer PADs, a Payee Letter of Undertaking is not required but such Member shall obtain a Payor's PAD Agreement from the applicable Payor in accordance with sections 10 and 11.

**Part III - Payor's PAD Agreement****Payor's PAD Agreement - Personal PADs and Business PADs**

- 10. A Member acting as a Sponsoring Member for a Payee that issues Personal PADs or Business PADs shall:
  - (a) upon the Payee first entering into a Payee Letter of Undertaking and, subsequently, upon any material amendments to Rule H1, provide the Payee with full information on Rule H1 or those amendments, as may be applicable, including, in each case, the Payee's responsibilities and obligations under Rule H1;
  - (b) review the Payee's standard form(s) or process (e.g. telephone script) of Payor's PAD Agreement prior to commencement of their use by the Payee, and any amendments thereto, to ensure that the form(s) or process include(s) the mandatory provisions set out in Appendix II;
  - (c) review the Payee's procedures for verifying a Payor's identity when entering into an Electronic Agreement, to ensure that the Payee is using a Commercially Reasonable method that the Sponsoring Member consents to; and,
  - (d) indemnify the Association and its Members for any direct loss, costs or damages, incurred as a result of:
    - i. a Payee's failure to correctly verify a Payor's identity using a Commercially

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Reasonable method when entering into an Electronic Agreement;

- ii. a Payor's PAD Agreement deviating from the mandatory provisions set out in Appendix II or the intent or effect of this Rule; and,
- iii. a Payee's non-compliance with the provisions of this Rule.

**Payor's PAD Agreement - Members**

11. Where a Member decides to act as a Member Payee to issue Personal PADs or Business PADs or to issue Funds Transfer PADs on behalf of a Payee, the Member shall:
  - (a) obtain a Payor's PAD Agreement that contains the mandatory elements set out in Appendix II prior to the processing of any PADs;
  - (b) assume responsibility to ensure that each Payor's PAD Agreement is duly Authorized by a (the) valid signing authority(ies) for the account; and
  - (c) indemnify the Association and its Members for any direct loss, costs or damages incurred as a result of the fact that the Payor's PAD Agreement deviated from the mandatory provisions set out in Appendix II or the intent or effect of this Rule.

**Payor's PAD Agreement - Request**

12. If a Processing Member makes a request on reasonable grounds for a copy of a Payor's PAD Agreement or evidence that a Payor provided Authorization for a PAD, as the case may be, such as, but not limited to, when a Payor or a customer seeks reimbursement of a PAD, the Sponsoring Member or Member Payee shall make every reasonable effort to obtain a copy of the Payor's PAD Agreement or evidence that the Payor provided Authorization for a PAD and provide it to the Processing Member within a reasonable time after receipt of the request. If a Sponsoring Member or Member Payee makes every reasonable effort to obtain a copy of any such Payor's PAD Agreement or other evidence but is unable to provide such a copy to a Processing Member within a reasonable time after receipt of the request, and the required record retention period set out in subsection 18(a) has expired, then such inability to provide a copy shall not, by itself, constitute an act of non-compliance with these Rules.

**Payor's PAD Agreement - Exemption**

13. Payor's PAD Agreements Authorized and in effect prior to February 28, 2010 shall be exempted from the mandatory provisions of Appendix II, subject to the provisions of this Rule applying where there is a conflict between the provisions of an existing Payor's PAD Agreement and this Rule.

**Part IV – PAD Authorization****PAD Authorization – Payor's Approval Requirements Personal PAD, Business PAD and Funds Transfer PADs, General, Timing, Sporadic Frequency, Amount, Top-ups or Adjustments, Cash Management PADs**

14. (a) The following Payor approval requirements apply to Personal PADs, Business PADs and Funds Transfer PADs for both Paper and Electronic Agreements:
  - (i) all PADs shall be supported by a Payor's PAD Agreement that contains the mandatory provisions set out in Appendix II;

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- (ii) the Payor's PAD Agreement shall set out the timing for the PADs which may occur at Set Intervals or may be Sporadic;
  - (iii) where the Payor's PAD Agreement provides for PADs that are Sporadic, the Payee shall obtain an Authorization from the Payor for each and every PAD prior to each PAD being Exchanged and Cleared. Such Authorization shall not be waived by the Payor;
  - (iv) the Payor's PAD Agreement shall set out whether the PADs are for a fixed or variable amount, or both, and any conditions that may apply to the amount;
  - (v) where the Payor's PAD Agreement provides for fixed or variable amount PADs recurring at Set Intervals, no Authorization shall be required for any change to the amount of the PAD whether that change in amount is due to a change in any applicable tax rate, top-up or other adjustment, provided that Pre-notification of that change in amount is given in accordance with section 15 or section 16, as may be applicable; and
- (b) the following approval requirements apply to Cash Management PADs:
- (i) each Cash Management PAD shall be supported by a Payee Letter of Undertaking that contains the mandatory provisions set out in Appendix I; and
  - (ii) where the Payee Letter of Undertaking provides for PADs that are Sporadic, the Payee shall obtain an Authorization from the Payor for each and every PAD prior to each PAD being Exchanged and Cleared.

**PAD Authorization – Paper Agreements: Pre-notification, Fixed Amount, Variable Amount, Exception - Direct Action by Payor, Waiver of Pre-notification**

15. In addition to the requirements set out in section 14, the following Pre-notification requirements apply to all Business PADs or Personal PADs recurring at Set Intervals, as set out in Paper Agreements:
- (a) where a Payor's PAD Agreement provides for fixed amount PADs recurring at Set Intervals, the Payee or Member Payee shall provide to the Payor the following:
    - (i) at least 10 calendar days before the due date of the first PAD, Written notice of the amount to be debited and the date(s) of such debiting; and
    - (ii) at least 10 calendar days before each and any change in the amount of a PAD pursuant to section 14(a)(v) or any change to the payment date(s) of a PAD, Written notice of the change in amount or the change to such date(s);
  - (b) where the Payor's PAD Agreement provides for variable amount PADs recurring at Set Intervals, the Payee or Member Payee shall, provide to the Payor at least 10 calendar days before the due date of every such PAD a duly completed Written notice that such PAD is to be debited and the date(s) of such debiting;
  - (c) notwithstanding the provisions of sections 15(a) or (b), no Pre-notification shall be required for any PAD where the amount of the PAD will decrease as a result of a reduction in municipal, provincial or federal tax;
  - (d) notwithstanding the provisions of sections 15(a) or (b), no Written notice shall be required for changes in the amount of fixed or variable amount PADs recurring at Set Intervals if

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the applicable Payor's PAD Agreement specifically provides for the change in amount to occur as a result of a direct action on the part of the Payor (such as, but not limited to, a telephone instruction or other remote means) requesting the Payee to change the amount of a PAD; and,

- (e) notwithstanding the foregoing provisions of this section 15, the Payor and Payee or Member Payee, where applicable, may mutually agree to specifically reduce or waive the Pre-notification requirements of sections 15(a) and (b) either in the Payor's PAD Agreement or by a separate waiver provided proper Authorization for the waiver is provided. If a reduction or waiver clause is inserted into a Payor's PAD Agreement, such reduction or waiver clause shall be displayed prominently (e.g. in bold print, highlighted or underlined).

**PAD Authorization – Electronic Agreements: Verification, Confirmation, Fixed Amount, Variable Amount, Exception - Direct Action by Payor, Reduction of Notice Period**

16. In addition to the requirements set out in section 14, the following requirements apply to all Business PADs or Personal PADs as set out in Electronic Agreements:

- (a) prior to taking the steps set out in the remainder of this section 16, upon the Authorization of a Payor's PAD Agreement by a Payor, the Payee shall verify that the personal and/or banking information set out in that Payor's PAD Agreement actually belongs to that Payor using a Commercially Reasonable method of verification;
- (b) where a Payor's PAD Agreement provides for fixed amount PADs, the Payee or Member Payee shall provide to the Payor the following:
  - (i) at least 15 calendar days before the due date of the first PAD, Written Confirmation of the Payor's PAD Agreement containing the mandatory elements set out in Appendix IV; and
  - (ii) for PADs recurring at Set Intervals, at least 10 calendar days before each and any change in the amount of a PAD pursuant to section 14(a)(v) or any change to the payment date(s) of a PAD, Written notice of the change in amount or the change to such date(s);
- (c) where the Payor's PAD Agreement provides for variable amount PADs, the Payee or Member Payee shall provide to the Payor the following:
  - (i) at least 15 calendar days before the due date of the first PAD, Written Confirmation of the Payor's PAD Agreement containing the mandatory elements set out in Appendix IV; and
  - (ii) for PADs recurring at Set Intervals, at least 10 calendar days before the due date of every subsequent PAD, a duly completed Written notice that such PAD is to be debited;
- (d) notwithstanding the provisions of sections 16(b)(ii) or (c)(ii), no Pre-notification shall be required for any PAD where the amount of the PAD will decrease as a result of a reduction in municipal, provincial or federal tax;
- (e) notwithstanding the provisions of sections 16(b)(ii) or (c)(ii), no Written notice shall be required for changes in the amount of fixed or variable amount PADs recurring at Set Intervals if the applicable Payor's PAD Agreement specifically provides for the change in amount to occur as a result of a direct action on the part of the Payor, (such as, but not

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limited to, a telephone instruction or other remote means) requesting the Payee to change the amount of a PAD;

- (f) if mutually agreed upon by a Payor and Payee, the 15 calendar day Confirmation period in section 16(b)(i) and (c)(i) may be reduced to a minimum of three (3) calendar days if the Payee verifies the identity of the Payor by a Commercially Reasonable method of verification that uses information known only to the Payor and the Payee but not generally known to any other person;
- (g) notwithstanding the foregoing provisions of this section 16, the Payor and Payee or Member Payee, where applicable, may mutually agree to specifically reduce or waive the Pre-notification requirements of sections 16(b)(ii) and (c)(ii) either in the Payor's PAD Agreement or by separate waiver provided proper Authorization for the waiver is provided. If a reduction or waiver clause is inserted into a PAD Agreement, such reduction or waiver shall be displayed prominently (e.g. in bold print, highlighted or underlined). If a Payor's PAD Agreement is not Written, such waiver or reduction shall be expressly communicated to the Payor by the Payee or Member Payee.

**Part V - PAD Processing****PAD Processing - Coding, AFT PADs, Paper PADs**

17. PADs shall be Exchanged and processed as follows:

- (a) In accordance with the "F" Rules and Standard 007, PADs effected through the Automated Funds Transfer (AFT) system shall be identified in the dedicated transaction code element (ISO AFT) or field (Standard 005) as follows:
  - (i) Business PADs, transaction type "700" to "749";
  - (ii) Cash Management PADs, transaction type "420" or "717";
  - (iii) Funds Transfer PADs where no recourse provided other than pursuant to section 23, transaction type "650"; and
  - (iv) all other PADs including, without limitation, any commingled PADs (i.e. a PAD of which any portion includes a Personal PAD or Funds Transfer PAD as well as a Business PAD or Cash Management PAD), transaction types "260" to "272", "323" or "330" to "449" inclusive.
- (b) In accordance with the "A" Rules and Standard 006, PADs issued on paper shall be identified with the words "PAD" on the face of the item and identified in the "Transaction Code" section of the MICR line as follows:
  - (i) Business PADs, code "33";
  - (ii) Cash Management PADs, code "44";
  - (iii) Funds Transfer PADs where no recourse provided other than pursuant to section 23, code "83"; and
  - (iv) all other paper PADs do not require a code.

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Note: As of September 2, 2008, to be eligible for clearing, paper PADs must be created and entered into the clearing system directly by a CPA member, either on its own behalf or on behalf of a Payee.

**PAD Processing – Audit Trail**

18. The following audit and record retention requirements apply to all PADs:
- (a) the Payee shall ensure that an audit trail, including the Payor's PAD Agreement and evidence of Authorization, where applicable, and all information needed to retrieve or trace a PAD is maintained for a minimum of 12 months following the last PAD processed in accordance with that Payor's PAD Agreement;
  - (b) the above noted audit and record retention requirements are for the purpose of this Rule and do not preclude Members, Member Payees or Payees from complying with any other statutory or legal requirements they may be subject to for audit or record retention purposes.

**Part VI - Dishonoured PADs****Dishonoured PADs - Time Limitation, Rule A4, Designation of Branch, Incorrect Account Information, Representment, Branch of Return Other than Branch of Deposit**

19. The following procedures apply to dishonoured PADs:
- (a) subject to the recourse provisions under section 20, where a PAD is dishonoured for any reason such as, but not limited to, "NSF", "stop payment" or "account closed", it shall be returned in accordance with the time limitation set out in Rule A4 and the procedures set out in Rule F1 or F4, as applicable;
  - (b) subject to section 19(d), a dishonoured PAD shall be returned to the Branch of the Sponsoring Member or Member Payee, as the case may be, that originally Exchanged the PAD for the purpose of Clearing and Settlement provided; however, subject to Rule F1 or F4, as applicable, where the account information of the Payee is incorrect, the PAD shall be returned to the Branch which originated the PAD within the time specified in Rule A4;
  - (c) a PAD that has been dishonoured may only be re-presented in accordance with the applicable provisions of Rule F1 or F4. In addition, a PAD shall only be re-presented for the same amount as the original PAD (i.e. shall not include additional charges);
  - (d) notwithstanding the foregoing provisions of this section 19, where the Sponsoring Member or Member Payee, as the case may be, has an agreement with another Member by which that other Member has been designated to receive dishonoured paper PADs, the Sponsoring Member or Member Payee, as the case may be, may designate that any dishonoured paper PAD is to be returned to a Branch other than the Branch of deposit, specifically, to a different Branch of the Sponsoring Member or Member Payee, as the case may be, or to a Branch of that other Member.

**Pre-Authorized Debits (PADs) Rule H1****Part VII - Reimbursement and Recourse****Reimbursement and Recourse – Personal PADs, Business PADs and Funds Transfer PADs, Time Limit, Declared Conditions, Reimbursement Claim, Interest Claims, Recourse, Claim after Time Limit**

20. Subject to a Member opting out of recourse as set out in section 21, the following procedures apply where a Payor makes a claim for reimbursement in connection with a Personal PAD, Business PAD or Funds Transfer PAD other than a Funds Transfer PAD coded “650” or “83”:

(a) where a Payor makes a claim under one of the declared conditions set out in section 20(b),

(i) for a Personal PAD or Funds Transfer PAD regardless of whether that Personal PAD or Funds Transfer PAD has been incorrectly coded as a Business PAD pursuant to this Rule, up to and including 90 calendar days after the date on which the disputed Personal PAD or Funds Transfer PAD was debited from the Payor’s account; or

(ii) for a Business PAD, up to and including 10 Business Days after the date on which the disputed Business PAD was debited from the Payor’s account,

the Processing Member shall on a best efforts basis, immediately reimburse the Payor for the amount of the claim;

(b) the Processing Member shall accept a claim for reimbursement from a Payor whose account has been debited with a PAD under the following declared conditions:

(i) the PAD was not drawn in accordance with the Payor’s PAD Agreement; or

(ii) the Payor’s PAD Agreement was revoked; or

(iii) notice or Confirmation was not given in accordance with section 15, 16, 25 or 26 as may be applicable;

(c) the Processing Member shall:

(i) with respect to a Personal PAD or a Funds Transfer PAD only, obtain from the Payor making the claim a duly completed and, as may be applicable, either signed or otherwise Authorized Written or otherwise Recorded Reimbursement Claim;

(ii) with respect to a Business PAD only, obtain from the Payor making the claim a duly completed and signed Written Reimbursement Claim; and

(iii) retain the duly completed Reimbursement Claim in accordance with F1 or F4 as applicable;

(d) any interest claim associated with a PAD being returned under this section 20 shall be resolved outside the Rules;

(e) a Sponsoring Member or Member Payee, as the case may be, shall honour and provide recourse for the amount of any PAD returned by a Processing Member in accordance with this section and reimbursed by the Processing Member to a Payor;

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- (f) every PAD being returned under this section shall be returned in accordance with Rule F1 or F4 as applicable; and
- (g) if a Payor makes a claim under this section 20 more than 90 calendar days for a Personal PAD or 10 Business Days for a Business PAD following the date on which a PAD was processed to the Payor's account, the claim shall be addressed by the Payor and the Payee outside of the Rules and such PAD shall not be returned pursuant to the Rules.

**Reimbursement and Recourse – Recourse Exception: Funds Transfer PADs, No Reimbursement**

- 21. (a) Except pursuant to section 23, a Member that issues Funds Transfer PADs on behalf of a Payee is not required to offer recourse as set out in section 20(e) to a Processing Member for those PADs. Where a Member elects not to offer recourse for funds transfer PADs, the Member shall code those PADs "650" or "83" and any dispute concerning a Funds Transfer PAD coded "650" or "83" other than a dispute referenced in section 23 shall be addressed by the parties outside the Rules and such PAD shall not be returned pursuant to the Rules; and
- (b) where a Payor does not receive reimbursement from a Processing Member for a disputed Funds Transfer PAD other than a dispute referenced in section 23, the Processing Member shall provide the Payor with a duly completed statement containing the mandatory provisions set out in Appendix V that can be presented to the Sponsoring Member who issued the PAD.

**Reimbursement and Recourse – Recourse Exception: Cash Management PADs**

- 22. Any dispute by a Payor concerning a Cash Management PAD (i.e. code "420", "717" or "44") other than pursuant to section 23 shall be addressed by the Payor or customer and Payee outside the Rules and such PAD shall not be returned pursuant to the Rules.

**Reimbursement and Recourse – Absence of Contract, Reimbursement, Time Limit, Claim After Time Limit, Interest Claims, Application of Sections**

- 23. Notwithstanding sections 19, 20, 21 or 22 the following procedures apply where a claim is made by a Payor or other customer of a Processing Member on the basis that no Payor's PAD Agreement, Payee Letter of Undertaking or other agreement for a Cash Management PAD existed between the Payor or customer and the person purporting to be the Payee in respect of a PAD or other debit erroneously processed to that Payor's or customer's account:
  - (a) subject to section 23(b), the Processing Member holding the account of the Payor or customer making a claim shall expeditiously reimburse that Payor or customer for the amount of the claim and return the relevant PAD or debit;
  - (b) any claim made under section 23(a) shall be made no later than 90 calendar days after the posting date of the improperly processed PAD or debit as shown on the account statement provided to the Payor or customer making the claim by the Processing Member holding its account;
  - (c) after the time limitation provided under section 23(b) has expired, any claim disputing the existence of a contract (e.g. no Payor's PAD Agreement or Payee Letter of Undertaking) shall be addressed by the parties outside the Rules;
  - (d) any claim for interest shall be settled in accordance with Rule J10 and limited to interest lost by and reimbursed to the Payor or customer by the Processing Member for a

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returned PAD on the basis of this section, and any claim for interest shall be processed separately from the returned PAD but include full particulars of the PAD; and

- (e) sections 20(c) and (e) apply, with such modifications as the circumstances require (such as substituting “customer” for “Payor” where appropriate), to this section as if the claim was being made under a declared condition set out in section 20(b).

**Reimbursement and Recourse – Payee or Member Payee Dispute**

- 24. Where a Payee or Member Payee disputes the validity of a Payor’s claim made under sections 20 or 23 as set out in a duly completed Reimbursement Claim, the dispute shall be addressed by the Payor or customer and Payee outside of the Rules.

**Part VII – Fundamental Changes****Fundamental Changes – Assignment of Payor’s PAD Agreements and/or Payee Letters of Undertaking – Changes to Payee Name**

- 25. No Payee Letter of Undertaking or Payor’s PAD Agreement may be assigned by a Payee whether directly or indirectly, by operation of law, change of control or otherwise to any person, except:
  - (a) with respect to the assignment of a Payee Letter of Undertaking, if the Payee’s Sponsoring Member has provided its prior Written consent to such assignment; and
  - (b) with respect to the assignment of a Paper Agreement:
    - i. if the Payee has prominently displayed (e.g. in bold print, highlighted or underlined) an assignment clause in the Payor’s PAD Agreement and the Payee has provided to the Payor Written notice of the full details of such assignment, including the identity and contact information of the assignee; or
    - ii. the Payee has provided to the Payor, prior Written notice of the full details of such assignment, including the identity and contact information of the assignee, a minimum of ten (10) days in advance of any PAD being issued in the assignee’s name; or,
  - (c) with respect to the assignment of an Electronic Agreement:
    - i. if the Confirmation contains, in addition to the clauses on the mandatory form set out in Appendix IV, an assignment clause that is prominently displayed (e.g. in bold print, highlighted or underlined) and the Payee has provided to the Payor Written notice of the full details of such assignment, including the identity and contact information of the assignee; or,
    - ii. the Payee has provided to the Payor, prior Written notice of the full details of such assignment, including the identity and contact information of the assignee, a minimum of ten (10) days in advance of the next PAD being issued in the assignee’s name.

**Changes to Payee Name**

- 26. With respect to a Payor’s PAD Agreement, the Payee shall provide a minimum of ten (10) days Written notice to the Payor in advance of the next PAD, where the Payee’s name has changed.

**Pre-Authorized Debits (PADs) Rule H1****Fundamental Changes – Notice of Cancellation / Revocation**

27. Subject to the expiry of any reasonable cancellation notice period not to exceed 30 days that has been clearly set out in any agreement between a Payor and a Payee (including in a Payor's PAD Agreement), upon receipt by a Payee either Written, or orally with proper Authorization to identify the Payor, clearly instructing the Payee to cease issuing PADs or otherwise revoking a Payor's PAD Agreement or an Authorization to issue PADs, the Payee shall use best efforts to cancel the PAD in the next business, billing or processing cycle but shall within not more than 30 days from the notice, cease to issue any new PADs against that Payor and not issue any further PADs against that Payor unless and until that Payor provides the Payee with a new Payor's PAD Agreement. For the purposes of this section 27, in order to cancel any PAD or revoke its Authorization to issue any PAD, a Payor may but shall not be required to use a cancellation notice in the form set out in Appendix VI.

**Part VIII – Coming Into Force****Implementation / Coming into Force**

28. This revised Rule H1 was approved by the CPA Board of Directors on February 21, 2008 and comes into effect on June 20, 2008, subject to a transition period whereby Members have until February 28, 2010 to comply with the revised Rule and to ensure that their customer Payees make the necessary changes to comply with the revised Rule.

# **GLEN LEIS, CPA, CMA, MBA**

## **VISTA CREDIT**

**2019-                      Senior Vice President, Business Development**

- Business and product development

**2008-2019              Vice President, Sales**

- Management of Sales Department
- Product development

## **CANADIAN BROADCASTING CORPORATION**

**2007-2008              Financial Consultant**

- Establishment of financial controls and policies for CBC Toronto News Department
- Creation of budgeting templates and processes

## **OZZ CORPORATION**

**2005 - 2007            General Manager, OZZ Comfort Solutions**

- Management of OZZ Comfort Solutions Inc., residential heating and A/C service and sales, water heater rentals
- Operational management, sales management, planning, and business development

## **DIRECT ENERGY**

**2004 - 2005            Manager, Business Effectiveness, Mass Market Commercial**

- Development and coordination of business unit budgets and strategic plan

**2003 - 2004            Manager, Home Services Finance**

- Management of Business Analysis and Reporting Department

## **ENBRIDGE**

**2000 - 2002            Manager, Financial Products**

- Management of Enbridge Home Services Rental Program

**1998 - 2000            Manager, Acquisitions and Planning**

- Management of budgets, valuation of acquisitions

**1994 - 1998            Senior Financial Analyst, Financial Studies Department**

- Annual corporate strategic planning, budgeting, financial analysis

## **SIAR-BOSSARD CONSULTING (CAP-GEMINI)**

**1993 - 1994            Consultant (Helsinki Finland, Tallinn Estonia)**

- Valuation and acquisition of privatized state enterprises across Eastern Europe
- Consulting, process analysis and re-engineering

## **LEIS CONSULTING SERVICES**

**1992 - 1993            Consultant**

- Retained as consultant by Scholarship Consultants of North America while attending Queen's MBA program

## **MANULIFE FINANCIAL**

**1988 - 1991            Financial Analyst, Reinsurance Division**

- Developed, implemented, and administered Financial Control Department's tracking, forecasting and budgeting systems

## **EDUCATION**

- Certified Professional Accountant (CMA, CPA)
- Master of Business Administration (MBA), Queen's University
- International MBA, Helsinki School of Economics
- Honour's Bachelor of Arts, Economics and Political Science, University of Toronto