

ONTARIO ENERGY BOARD

IN THE MATTER OF the Ontario Energy Board Act, 1998, S.O. 1998, c.15, Schedule B, as amended;

AND IN THE MATTER OF an Application by Enbridge Gas Distribution Inc. for an order or orders approving its proposal for open billing services.

AND IN THE MATTER OF an Application by Enbridge Gas Distribution Inc. for an order or orders amending or varying the rates charges to customers for the sale, distribution, transmission and storage of gas commencing as of January 1, 2019

AND IN THE MATTER OF Ontario Energy Board's (the "Board") Decision and Procedural Order No. 10 Enbridge Gas' supplementary evidence for the above noted proceeding.

INITIAL POSITIONS

of

Summitt Home Services LP (Summitt)

1. What control should OBA customers have over the addition, removal and reinstatement of third party charges on their Enbridge Gas bill through the OBA services?

Summitt is in support of enhancing the open bill complaint process so that customers have better control over resolving billing disputes. Summitt supports Enbridge's proposal to amend the current dispute response time to 15 days regardless of the dispute classification, after which the Biller's charges would be removed if the dispute was not resolved. It is Summitt's experience that any shorter of a response time does not provide adequate time for a Biller to contact a customer and resolve the contractual dispute.

Summitt is of the opinion that there should be a mechanism for a Biller to extend the dispute timeline if a Biller can prove that they have reached out to the customer but have not received any response.

Summitt believes that any requirement imposed on a Biller to produce authorization to continue with reoccurring charges on the customer's bill must come directly from the customer. Such authorization can be written or via an audio recorded call between the Biller and the customer.

Both of these options would be consistent with already established regulations under the Energy Consumer Protection Act¹ and the Ontario Energy Board Code of Conduct for Gas Marketers².

Any third party Biller "Agency Appointment" should not be accepted as the disputing Biller has a vested interest in removing the charges and is not a neutral third party to the dispute. It is Summitt's opinion that the majority of Biller disputes relate to contractual interpretation and obligations between the customer and the Biller. Such disputes are legal in nature and better served by the customer providing written authorization directly or from their legal representative. This would ensure that a customer is fully informed throughout the dispute process, avoiding the potential for future abuses or anti-competitive behavior by Billers who may erroneously remove other Billers charges for their own financial gain.

2. What restrictions, if any, should be placed on billing OBA customers for penalties, exit or termination fees, or similar charges through the Enbridge Gas bill?

Summitt does not believe that restrictions are necessary to limit Billers from charging post termination amounts associated with the binding contracts they may have with customers. Summitt supports Enbridge Gas and OEB Staff position that there should be no restrictions to the placement of these charges on the customer's bill.

Customers will have adequate protection from Enbridge's proposed complaint and dispute management process, allowing customers to have disputed charges removed from their bill within 15 days if no resolution is reached with the Biller.

Respectfully submitted on behalf of Summitt Home Services LP this January 28, 2020.



Jeff Donnelly
Director, Regulatory Affairs & Compliance
Chief Privacy Officer, Corporate Paralegal

¹ *Energy Consumer Protection Act, 2009, s. 2010 c8 Part II section 15(3), O.Reg 389/10 Part I Section 13.1*

² *Code of Conduct for Gas Marketers, section 4.10*