

**EB-2018-0319**

**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**

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**COMPENDIUM FOR ENERCARE'S CROSS-EXAMINATION  
OF GLEN LEIS**

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# INDEX

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AND 2020**

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TAB 1

**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**

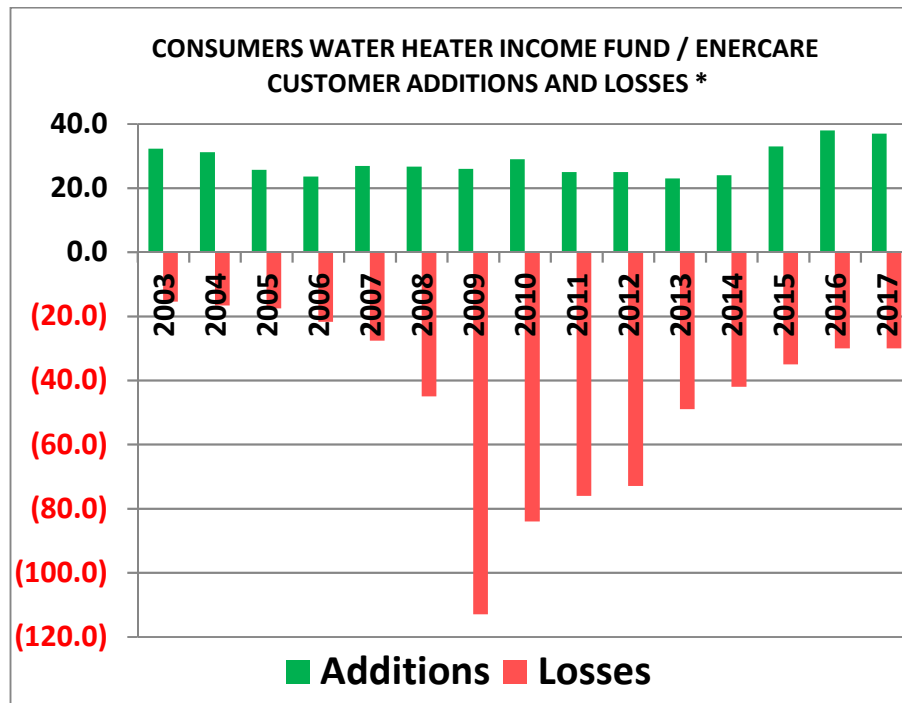
**Vista Credit Corp.**

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**

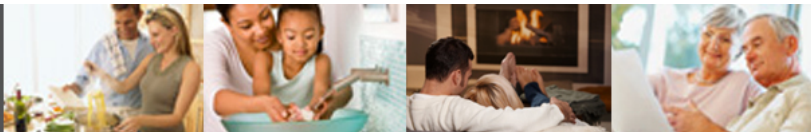
27. Considering;
  - (a) the competitive benefits provided by the OBA program, to the benefit of VISTA, its HVAC contractor partners, and their customers;
  - (b) the preference of customers for inclusion of third party energy service provider charges on their Enbridge bills;
  - (c) customer perceptions 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

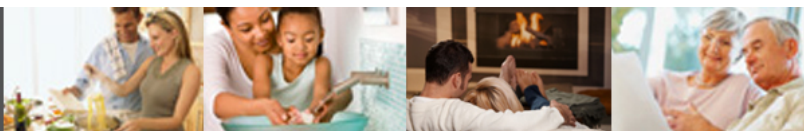
**Invited: 1,170**

**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>	

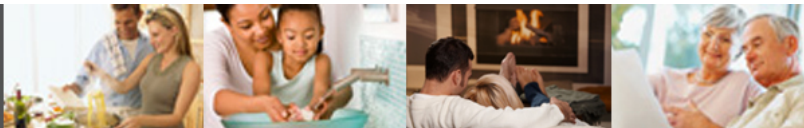
"Other" responses include *Gas Fireplace Maintenance, Plumbing Protection Plan, Total Home Protection Plan, and Appliances Protection Plan.*

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>		

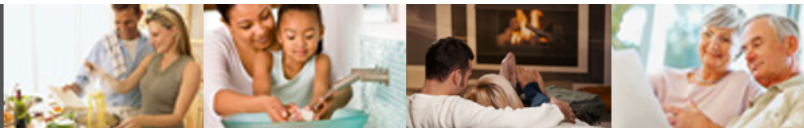
**65%** of Third Party Billing customers rated the overall quality of Enbridge as *excellent* or *very good*.

- 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

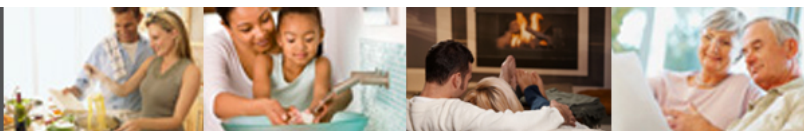
Q4 Please tell me whether you strongly agree, somewhat agree, somewhat disagree or strongly disagree with each of the following statements.

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.

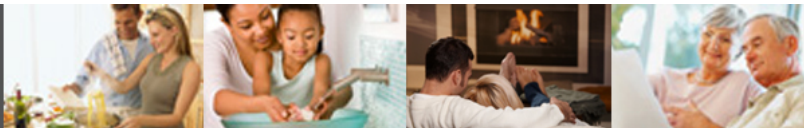
Q7. Knowing that Enbridge uses the revenue gained from the third-party billing service to help lower delivery charges, how does this change your impression of Enbridge as a company?

	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

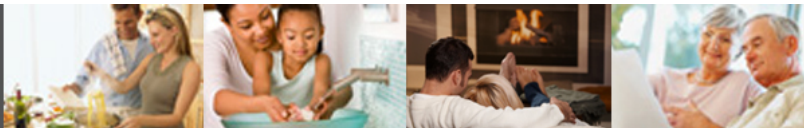
Q9. The natural gas industry is broken into two systems, supply and delivery. Enbridge delivers natural gas to all customers in their franchise area through their pipelines. The natural gas supply can also be provided by Enbridge or by another company (usually referred to as a broker or marketer). Who 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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sender immediately by return e-mail, and delete this message and any attachments from your system. Thank you.

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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

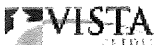
Good afternoon,

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 dark ink, appearing to be 'A. [REDACTED]', written over a light blue 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,

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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## **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

TAB 2

**VISTA CREDIT CORP.**

**Response to Enbridge Gas Inc. #4**

**Question:**

Please provide details of the end of contract charges to be paid when a Vista Credit rental customer opts to end their rental contract for a water heater or HVAC product before the end of the rental contract term. Please include details of all such charges, whether they are referred to as termination fees, exit fees, buy-out or something different.

- (a) Please confirm whether, under your proposal, any of these charges can be included on the Enbridge Gas bill.
- 

**Response:**

- (a) End of contract charges under VISTA administered rental agreements would be buy-outs.

It is confirmed that under VISTA's proposal these types of charges would not be eligible for inclusion on the Enbridge Gas bill. As stated in VISTA's evidence (paragraph 26), VISTA has found that if a customer agrees as to the legitimacy of post-contract charges they are generally willing to make arrangements either to place such charges on their credit card, provide an electronic funds transfer, or send a cheque. VISTA can easily accommodate these payment methods.

**VISTA CREDIT CORP.**

**Response to VECC #1**

**Questions:**

- (a) Please provide a description of the nature of Vista's business with HVAC contractors. Specifically, the percentage in terms of the total retail customers it serves who use Vista's financing services for:
- Water tank rentals
  - Other equipment/appliance rentals
  - Warranties
  - Other financed contractor services (please describe most common)
- 

**Response:**

- (a) VISTA works in partnerships with HVAC contractors to offer contract administration services, and financing and rental options, for smaller contractors. These services allow VISTA's partners to compete with the products and services offered by the large incumbent providers. VISTA agreements are co-branded with the HVAC contractor and the customer contacts the contractor directly for any equipment service issues. VISTA acquires signed contracts from its contractor partners and undertakes the billing and collection activities and other contract administration activities (financing and rental arrangements, for example), including engagement with the OBA program.

With regards to the breakdown of our HVAC business, it has varied over the years and we consider the specific breakdown as of now commercially sensitive; however, the trend over the last five years has been a decline in the origination of water heater rentals relative to other HVAC rentals and financing.

VISTA's business in the HVAC market includes administration and billing of customer contracts for:

- Water heater rentals
- Furnace, air conditioner, heat pump and boiler rentals



- Financing of the purchase of these appliances (including equal payment plans and commercial financing)
- Maintenance plans for HVAC appliances

**VISTA CREDIT CORP.**

**Response to Energy Probe #2**

**Reference:** VISTA Evidence, page 2.

**Preamble:**

*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.*

**Questions:**

- (a) Please confirm that OBA program was and is only available in the legacy Enbridge Gas Distribution franchise areas of Ontario.
  - (b) Does VISTA provide services in parts of Ontario that are within the franchise of legacy Enbridge Gas Distribution? If the answer is yes, please list the services offered and areas of Ontario, and the billing methods used by VISTA's clients.
  - (c) Does VISTA have any information that compares competition in the market for energy services between areas of Ontario where OBA is available and where it is not available? If the answer is yes, please file it. If the answer is no, please explain why not.
- 

**Response:**

- (a) Not confirmed. The OBA program does provide billing services for areas outside of the legacy Enbridge Gas Distribution territory. However, these are stand-alone bills which do not include any utility charges and are considerably more expensive for the biller to use.
- (b) Yes. VISTA offers services to HVAC contractor partners throughout Ontario, including in the legacy Enbridge Gas Distribution service territory. Please see VISTA's response to EP-1 for a description of the services provided by VISTA. Billing within Enbridge Gas Distribution territory is predominantly done through the OBA program, but in some cases is by way of pre-authorized payment.

- (c) VISTA has not conducted or commissioned any empirical analysis of competition in the provision of energy services in areas where the OBA program is available as compared to areas where it is not available. VISTA's experience is that there is more open competition in the market for residential and small commercial energy services customers in areas where the Enbridge OBA program is available than in legacy Union Gas service territory where there is no OBA program available (neither when the areas were serviced by Union Gas nor now). The ability to bill customers on their Enbridge gas bill, like the incumbent does, makes for an easier transition for customers who want to switch to a non-incumbent provider.

TAB 3

**[Address Redacted]**

August 17, 2018

Recording	<p><i>Ringling</i></p> <p>Hi, you have reached [Customer]'s voice mailbox. Please leave me a message and I will get back to you. Thanks.</p> <p><i>At the tone please record your message, when you are finished recording you may hang up or press pound for more options.</i></p>
Gabrielle	<p>Hi, this call is for [Customer]. [Customer] this is Gabrielle calling from Enercare Home and Commercial Services. This is in regards to the [redacted address] regarding the water heater buyout, the dispute that was raised through Enbridge. I am calling from the Disputes Department and it's at Enercare and I wanted to just speak with you in regards to the terms and conditions for your 2013 Enercare tank that was installed. I noticed that you are requesting that we waive the buyout charge so please do give me a call back at this number: 1-844-240-3461, my extension is 402. When you call, please refer to your case ID number: 28366431.</p> <p>Ok, thank you so much and have a great day.</p>

TAB 4

**[Address Redacted]**

August 22, 2018

Recording	<i>Thank you for EnerCare Home and Commercial Services. Your call is important to us. If you know the extension of the person you are trying to reach, please enter it now otherwise please wait on the line and the next available ...</i> <i>[Extension entered]</i> <i>Ringin</i>
Gabrielle	Thank you for calling EnerCare Home and Commercial Services. This is Gabrielle, how can I help you?
[Customer]	Hi, yes I'm just calling Gabrielle about case number: 28366431.
Gabrielle	Ok, sorry can you give me that again?
[Customer]	Sure can. It's 28366431.
Gabrielle	Ok and you're [Customer]?
[Customer]	Yup!
Gabrielle	Thank you I see that it's noted here on your case so that it's most likely mine. It says, ok so we are looking at the buyout. I remember speaking with you, it was just on the 17 <sup>th</sup> .
[Customer]	Mhmm
Gabrielle	Let's see. Ok, we have a tank replace by Vista. Ok I called you, I didn't actually get to speak to you. I see here I left a message. Thanks for calling back.
[Customer]	Mhmm
Gabrielle	Ok, so what is necessary to remove this? I just want to see what, ok, you have a buyout only option because the tank is a 2013 tank.
[Customer]	Ok.
Gabrielle	So, did you want me to provide you with the buyout quote for that? Or just process it to remove it?
[Customer]	Ok Gabrielle, so what happened was umm... I got my furnace and my A/C redone by a company and I was thinking about going tankless. They said they do the tankless too so they do it through Vista now they told me that when they're to replace it to call EnerCare and that to ask them where to drop the tank off and I said well isn't there a termination fee with that? They said ya don't worry we will take care of that.
Gabrielle	Ok great.
Gabrielle	So ya, then ya exactly because that's what will happen. What will happen is if I process, if you've been told that by them that's why I can process it today and what you would do is that you just provide them with the buyout on your bill and they'll reimburse you for that because what they did is they essentially removed the tank that was under terms and conditions that were buyout only. It's an older tank so the buyout shouldn't be too crazy but they usually, the companies that replace the tanks that aren't able to return them, they do, you're their new customer, they do usually take care of that for you.
[Customer]	Ok.
Gabrielle	Ok, so what I'll do is I'll have that processed ASAP as of today, that I've spoken to you.
[Customer]	Ok.
Gabrielle	Umm. Let's see well we can it from the date that you filed, this buyout, so that you can be reimbursed for any charges that would have billed.
[Customer]	Ok now, so the amounts on the bill now so what do I do?
Gabrielle	We can also reimburse you for that because what should have happened is that we should have been informed as soon as the tank has been removed from the property, so we could have processed the buyout from that date.
[Customer]	Oh ok.
Gabrielle	Because if there's any calls whatsoever because if I do have a call in the

	system, then I can definitely request that it be honoured.
[Customer]	Called, I told the CSR that Vista was taking it.
Gabrielle	Ok, let me see here. Ya, they actually contacted us on the, let's see is that the only one? Vista here. July 12 <sup>th</sup> .
[Customer]	Mhmm
Gabrielle	Let me see what this one is? Let's see this one might be one too. Sorry. It's even earlier, ya it was supposed to be processed. Hmm. Let me just see what you are billing right now because this buyout was requested, Oh these look like they saved you at that point. Ok, so did you call the 18 <sup>th</sup> of June? It looks like you called and they had...
[Customer]	Ya, they told me to call and then so I got the quote then and then I think there was a bit of a mixup because they said well call them and ask for the buyout or whatever it is so then I called them and then they're like well did you tell them to terminate the contract and I'm like well no you just told me call and ask.
Gabrielle	Ya, so at that time you didn't ya at that time when you called it says that you were still exploring your options, you hadn't processed it then so I can request it from, because you were going to exchange it with us, right? You were in the process, I see an exchange here. Ok, no that's in 2013. Nevermind.
[Customer]	Sorry?
Gabrielle	No, sorry that was an older date. There was no exchange case part of this.
[Customer]	Ok.
Gabrielle	Customer wants to proceed with the buyout. Ok, so as of the date of the 12 <sup>th</sup> of July, I can request that that's when you actually requested that the buyout be processed.
[Customer]	Mhmm.
Gabrielle	So, I can request it from that period and you'll be reimbursed for any rental charges that was billed after that.
[Customer]	Ok, now what about the charge of the tank on the actual, because we just got our second bill,
Gabrielle	Mhmm
[Customer]	Our second, oh sorry, ya our second bill because it was put on the first bill...
Gabrielle	Mhmm
[Customer]	...and then we didn't pay it because we were wondering what was going on
Gabrielle	Ok
[Customer]	...with the dispute and then now we just got a bill a couple days ago and it's still on there.
Gabrielle	It's still on there? Ok, let me look.
[Customer]	Ya
Gabrielle	Ok, I see that it was processed. They actually processed it on the same day, right?
[Customer]	Mhmm
Gabrielle	Ok let me take a look at billing.
[Customer]	Mhmm
Gabrielle	I'm just going to...
[Customer]	Because my wife the bill is like \$800 and something dollars, so she's freaking out.
Gabrielle	Ya, that makes sense. Ok, hold on a second. So that's what you'd give Enbridge and did you also receive an email? You typically receive an email confirming that the buyout has been processed. Did you receive an email confirmation?
[Customer]	I don't think so, no.
Gabrielle	You can check the spam, your spam or junk, just in case, let me see, it's because I don't have, ok it's because I don't have your umm, I don't have an email address for you.



[Customer]	Ok.
Gabrielle	Ya in my file ya that might be why
[Customer]	Ok.
Gabrielle	But if I take that and send you an email and then you can forward that to Vista.
[Customer]	Ok, sure. Forward to Vista?
Gabrielle	Ya, you can forward that email to Vista. The confirmation email to Vista.
[Customer]	Ok.
Gabrielle	Otherwise, I do see they processed it on the 13 <sup>th</sup> . So, you just got your bill now. Oh ya, it's on your bill on the 18 <sup>th</sup> . Ok, so what you would do..
[Customer]	Mhmm.
Gabrielle	Is you can also give them that bill. Send them a copy,
Gabrielle	Uh huh.
Gabrielle	Send them an email saying this is the buyout for the rental and they'll reimburse you the \$608 before tax.
[Customer]	Uhh... Vista will?
Gabrielle	Ya, Vista will. That's what they had requested right? Get a buyout?
[Customer]	Ya.
Gabrielle	Get them the buyout? Ya, so you can actually give them your bill. The bill that you received. It's already published on there.
[Customer]	Oh ok, cause they said once they take the tank don't worry about it.
	<i>Laughing</i>
[Customer]	Then it appears on the bill and all of a sudden I'm worried about it.
Gabrielle	They are expecting that you'll provide them with the billing so they can reimburse you. What they'll do is, are you billing with Vista, through it's a rental?
[Customer]	Uh, it is.
Gabrielle	Is it. And you're billing on your Enbridge bill?
[Customer]	Uh, yes.
Gabrielle	Ya, so what they do is they provide a credit of that to your Enbridge bill and it takes care of it.
[Customer]	Mhmm.
Gabrielle	Ya, it's ok.
[Customer]	Ok.
Gabrielle	Ya, but they need to see your Enbridge bill because they won't have a copy of your billing. We only see the portions that we post to you so they don't know
[Customer]	Ok, so I'm supposed to send them, because no one has told me anything.
Gabrielle	Ya, I know.
[Customer]	Since they put it in.
Gabrielle	I know, I guess we expect all the customers to know but ya it's, they need to explain how that works...
[Customer]	Ya.
Gabrielle	But sometimes what might happen is that if you don't ask, they won't request it, right?
[Customer]	Ya.
Gabrielle	Because if the billing is, because for some reason we may not bill you and then they're not going to start something that they didn't need to start though. It's usually on customer request.
[Customer]	Ok.
Gabrielle	We bill it, explain it to you and then you approach them because until it's on your bill too there's nothing they can really do.
[Customer]	Ya.
Gabrielle	Until it's been processed on our end so you can go ahead and give them that bill
[Customer]	Ok.

Gabrielle	Did you still want a confirmation email?
[Customer]	Uh, sure if you wouldn't mind.
Gabrielle	Ya, ok I'll request it. Ya, I'll request that it be sent off to you.
[Customer]	Ok, do you have my email or?
Gabrielle	I'm going to take that from you now. Just going to enter it in your notes. Ok, go right ahead.
[Customer]	So it's uh, [redacted]. So it's [redacted]
Gabrielle	Mhmm
[Customer]	[redacted]
Gabrielle	Ok so it's [redacted]?
[Customer]	[redacted]
Gabrielle	[redacted]
[Customer]	[redacted]
Gabrielle	Ya.
[Customer]	[redacted]
Gabrielle	Mhmm
[Customer]	Yup at Hotmail.com
Gabrielle	Ok, and this letter then would be for your record because...
[Customer]	Ok
Gabrielle	...because you provide Vista with that amount and then if anything you could forward the email, if you know, if it's helpful at that time depending on what hoops you have to jump through with them.
[Customer]	Ok.
Gabrielle	Alright, so I'll get this sent of to you now.
[Customer]	Ok.
Gabrielle	Ok, you should get it by tomorrow.
[Customer]	Ok.
Gabrielle	Alright, thank you so much.
[Customer]	Thank you kindly. Bye now.
Gabrielle	You're welcome. Take care. Buh-bye.

**TAB 5**

# YOUR RIGHTS AS A CONSUMER

**YOU DON'T HAVE TO KEEP RENTING YOUR WATER HEATER FROM A BIG, FOREIGN OWNED CORPORATION! SWITCHING TO BETTER LOCAL SERVICE HAS NEVER BEEN EASIER!**

**IF YOU ARE REPLACING YOUR RENTAL WATER HEATER and you choose to change rental providers, you are protected from arbitrary exit fees and penalties under the Ontario Consumer Protection Act. If your old supplier tells you that you may be subject to a "buy-out" of the old tank or a "tank return fee" or an "account closure fee" or any other charge, you need to be aware of the following:**

Under the Ontario Consumer Protection Act, a provider of any rental agreement which does not provide for a fixed term, and does not provide sufficient disclosure information so that you know up-front the maximum amount payable by you over the entire term of the agreement, the interest portion, the interest rate and the purchase option, can only charge you the following amounts to exit a 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.

**WHAT DOES THIS MEAN? If the following applies to you.....**

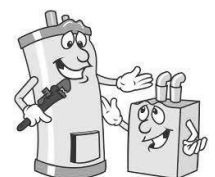
- ✓ You were never presented with or signed a contract with a fixed term
- ✓ Payments to your old provider are up to date.
- ✓ Your new contractor is returning your old tank
- ✓ Your old tank has only been subject to normal wear and tear

...consumer protection law in Ontario states that, other than what we have identified above, **you should not be subject to any fee, penalty or equipment buy out charge when you return your old rental water heater.**

**VISTA IS IN YOUR CORNER!** If your old provider ignores these rules and still attempts to charge you **VISTA WILL INDEMNIFY YOU!** Vista Credit will:

1. Send you a letter indemnifying you of all improper charges
2. Assume "agency" in this dispute and act on your behalf
3. Prepare a letter to be sent to your old provider
4. Help you file a complaint with the Ontario Ministry of Consumer Services (if necessary)

**THERE IS NOTHING STOPPING YOU FROM GETTING A WATER HEATER WITH BETTER LOCAL SERVICE AND RATE INCREASE PROTECTION!**



**TAB 6**



[Home \(https://www.payments.ca/\)](https://www.payments.ca/) > [Resources](#) > [Payment Guides \(https://www.payments.ca/resources/payment-guides\)](#) > [Consumer Guides \(https://www.payments.ca/resources/payment-guides/consumer-guides\)](#) > Paying by Pre-Authorized Debit

## Paying by Pre-Authorized Debit

### | Set It So You Won't Forget It

Pre-authorized debits (PADs) are a convenient way to pay bills and make other payments automatically. Instead of sending a payment, a company withdraws funds from your bank account. It's a great way to pay bills like your mortgage, utilities, donations and insurance premiums. PADs are also used to transfer funds from a bank account to a Registered Retirement Savings Plan (RRSP), for example. But giving someone permission to withdraw funds from your bank account is serious business, and you need to understand your rights and responsibilities. Payments Canada and its participant financial institutions established terms and conditions to make sure that PADs are properly authorized and to protect against improper withdrawals.

If you need detailed information, [Rule H1 \(/about-us/our-systems-and-rules/retail-system/rules-and-standards#RuleH1\)](#) (which applies to PADs) is available in the "[Rules and Standards \(/about-us/our-systems-and-rules/retail-system/rules-and-standards\)](#)" section. Recurring charges to your credit card aren't considered PADs and aren't governed by Payments Canada. If you have questions about credit card charges, contact the credit card company.

<a href="#">Overview</a>	<a href="#">FAQs</a>
--------------------------	----------------------

### | Signing up to pay by PAD

You can sign up for PADs if the organization you want to pay offers this option. You should contact them.

To get started, you'll complete an agreement with the organization you want to pay. Agreements can be on paper or electronic (online or by telephone for example).

If you sign up using an electronic agreement, you should receive a written confirmation at least three days before the first withdrawal from your account.

As part of the agreement, you provide your banking information. The biller may ask for a blank cheque to confirm your account information. Be sure to write "VOID" in ink across the front of the cheque, and don't sign it.

Keep a copy of the agreement or confirmation for your reference.

Remember to check your bank account regularly to make sure the withdrawals match what you approved in the agreement.

## **| What should be in your pre-authorized debit agreement**

There are mandatory elements that need to be in each pre-authorized debit agreement.

They are:

1. The date of the agreement and your signature
2. Your authorization
3. The PAD category
  - personal (for example, mortgage, rent)
  - business (used for a business' activities like supplies, lease)
  - funds transfer (for example, registered retirement savings plan contributions)
4. The amount if it's fixed or a statement that it varies (like a usage-based utility bill) – if the amount varies, the biller must notify you at least 10 days before they withdraw the funds unless you agree to waive or shorten this period.
5. The frequency of the withdrawals – for example it could be at a set date, weekly, monthly, annually. It can also vary, for example, you could be billed each time you make a purchase. If the withdrawals are irregular, you need to approve each one. You can do so using a password or secret code for example.
6. Instructions on how to cancel the agreement
7. The biller's contact information
8. Information on your recourse rights

For detailed information, see [Appendix II \(/about-us/our-systems-and-rules/retail-system/rules-and-standards#RuleH1\)](#) of Rule H1.

## **| What if something goes wrong**

You have 90 days from the date of the withdrawal to report an incorrect or unauthorized pre-authorized debit to your financial institution.

If you don't have enough funds in your account to cover a withdrawal, the biller can try the same debit one more time. The biller needs to do so within 30 days from the date of the withdrawal and it must be for the exact same amount.

## **How to cancel a pre-authorized debit agreement**

The agreement should specify instructions for cancellation. If not, notify the biller in writing and keep a copy for your records. You can use the sample cancellation form in Rule H1, but you aren't required to do so.

The biller must cancel the agreement within 30 days of the notice. Once cancelled, check your account to confirm that the withdrawals have stopped. If they continue, contact the biller. You can also seek reimbursement through your financial institution within 90 days.

Cancelling your pre-authorized debit agreement doesn't cancel your contract for goods or services with the biller, or any amount owed. The cancellation applies to the payment method. You'll need to make arrangements with the biller to pay any amounts owing.

To learn more about pre-authorized debits, check out Module 02 (Automated Funds Transfers) (<https://vimeo.com/77097497>) of our educational video series – Payments Academy (<https://www.payments.ca/resources/payment-academy>).





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# Pre-authorized debits (PAD)

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From: **Financial Consumer Agency of Canada**

## On this page

- [Why use pre-authorized debits](#)
- [Setting up a pre-authorized debit agreement](#)
- [Cancelling a pre-authorized debit agreement](#)
- [Requesting a stop payment](#)
- [Difference between pre-authorized debits and automatic payments](#)
- [Tips for paying by pre-authorized debit](#)
- [Pre-authorized debits you didn't approve](#)
- [Make a complaint about a unauthorized debit](#)

## Why use pre-authorized debits

A pre-authorized debit allows the biller to withdraw money from your bank account when a payment is due. Pre-authorized debits may be useful when you want to make payments from your account on a regular basis.

For example, you may want to use pre-authorized debit for the following:

- mortgage payments
- utility payments
- RRSP contributions
- insurance premium payments
- credit card payments

# Setting up a pre-authorized debit agreement

You need to fill out a pre-authorized debit agreement in which you give permission for the withdrawals. Depending on the financial institution, you may be able to do this in writing, electronically or over the telephone. If you set up your agreement electronically or over the telephone, the bank should send you a written confirmation. It must be sent at least 3 days before the first withdrawal from your account and include the details of the agreement.

You must provide your banking information as part of the pre-authorized debit agreement. Your financial institution may ask you to provide a blank cheque. This is to confirm your account details.

To protect yourself against fraud, be sure to write "VOID" in ink across the front of the cheque. Don't sign the VOID cheque.

## What your agreement should include

Your pre-authorized debit agreement should include the amount of the pre-authorized debit.

The amount may be:

- fixed, that is, the same amount every month
- variable, that is, a different amount every month

If the amount is variable, the biller must give you written notice of the amount at least 10 days before they withdraw the funds, unless you agree to waive or shorten this period.

Your pre-authorized debit agreement should include the frequency of the pre-authorized debit. The frequency is how often the biller will take the money out of your account.

The frequency may be:

- fixed at weekly, monthly, semi-annually or annually
- variable, that is, only when you're billed if you make a purchase

The biller must get your approval for each pre-authorized debit if one of the following occurs:

- your agreement does not define the frequency
- the frequency is variable

You may need to give the biller a password or a secret code to approve the pre-authorized debit.

## **Cancelling a pre-authorized debit agreement**

To cancel a pre-authorized debit agreement, you must notify the biller in writing. Make sure you keep a copy of this notice. Your agreement should have details on how to cancel a pre-authorized debit.

Once you cancel the agreement, check your account records to confirm that the pre-authorized debits stop. If they continue, contact the biller. If you're not satisfied with their response, you have 90 days to seek reimbursement through your financial institution.

Cancelling your pre-authorized debit agreement does not cancel your contract with the biller. It doesn't cancel the amount you owe. By cancelling your pre-authorized debit agreement, you're simply telling the biller that

you wish to change your payment method. You'll need to make arrangements with the biller to pay any amounts you owe.

## Requesting a stop payment

If you need to cancel a single payment, you can request a "stop payment" from your financial institution. You may also be able to put a stop payment on recurring payments.

Check with your financial institution about how much time it needs to process a stop payment.

## Difference between pre-authorized debits and automatic payments

An automatic payment, or pre-authorized payment doesn't give the biller permission to withdraw money from your account. Instead, you arrange an automatic payment or series of recurring payments from your account to the biller.

You set up the pre-authorized payment independently of the biller. You may modify or cancel it yourself at any time. You can usually do this electronically through online banking. Once you log in, follow the instructions to set up a one-time payment or a series of recurring payments.

## Tips for paying by pre-authorized debit

Here are some things to think about when using a pre-authorized debit agreement:

- read the terms and conditions carefully before signing the agreement

- keep a copy of the signed agreement or confirmation of the pre-authorized debit for your files
- inform any merchants or financial institutions with which you have pre-authorized debits if you change your banking information
- check your account regularly to make sure the withdrawals match what you pre-approved in your agreement
- inform your financial institution of incorrect or unauthorized debits within 90 days of the withdrawal

## Pre-authorized debits you didn't approve

If you find a pre-authorized debit that you didn't approve on your account, contact the biller directly, and ask for your money back.

You have a right to get your money back, if:

- the debit has been made on the wrong date or for the wrong amount
- the contract has been cancelled

You may not be able to get you money back if the pre-authorized debit was a transfer of funds from your account at one financial institution to your account at another financial institution. Check with your financial institution for details on its pre-authorized debit policy.

You usually have 90 calendar days from the date the funds came out of your account to:

- report the problem to your financial institution
- ask for your money back

Your financial institution does not have to reimburse you if more than 90 days have passed.

You'll have to sign a declaration confirming the reason for reversing the debit.

If there are additional charges to your account because of the unauthorized debit, ask your financial institution to reverse these charges. For example, an unauthorized pre-authorized debit may cause another payment to not go through because of non-sufficient funds.

## Make a complaint about an unauthorized debit

You can make a complaint to your bank about an unauthorized debit going through your account. All federally regulated financial institutions must have a complaint-handling process in place to help resolve consumer complaints.

[Learn how to make a complaint with a financial institution.](#)

### Related link

- [Using debit cards](#)

#### Date modified:

2017-11-30



#### Banking Basics

## Pre-authorized debits - An FAQ

Pre-authorized debits (PADs) are a convenient, flexible and easy way to set up bill payments and automatic transactions, and hundreds of millions of PADs are processed each year in Canada.

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Posted on: June 20, 2016

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Pre-authorized debits (PADs) are a convenient, flexible and easy way to set up bill payments and automatic transactions, and hundreds of millions of PADs are processed each year in Canada. This article will answer some of the frequently asked questions (FAQs) about how to set up a PAD and the rights and responsibilities of consumers and billers, including the protections that consumers have when trying to cancel a PAD.

### What is a PAD?

Pre-authorized debits (PADs) allow you to pay regular bills and make other payments automatically so you don't have to worry about not making payments on time. Many people use PADs on an ongoing basis to pay their mortgage, insurance premiums, utility bills and membership dues to clubs and organizations. A PAD is an agreement between a customer and a biller. When you enter into a PAD agreement with a biller, you give that organization permission to withdraw money from your bank account on a regular basis.

### How do I set up a PAD?

You can ask the biller if they will accept PADs as a form of payment. If so, the biller is required to provide you with a pre-authorized debit agreement, outlining the account your money will be taken from and the amount and frequency of the withdrawals. It is important that you keep a copy of the agreement in case there are any disputes or if you wish to cancel the PAD.

### What information should be included in a pre-authorized debit agreement?

A pre-authorized debit agreement should generally include the following information:

- **Amount** – PADs can be for a fixed amount or a variable amount. If the PAD is for a fixed amount, such as a monthly \$50 donation to a charity, the PAD should specify the amount. If the amount is variable, for example a hydro bill where the amount varies, then the PAD must state that the amount is variable. The biller must give you at least 10 days notice of the amount that will be withdrawn from your account before doing so.
- **Frequency** – The PAD must specify how often the withdrawal will be made. This could be every 15 days or on the first day of each month, for example. If the withdrawal will not occur on a specific date, then there must be a trigger for the withdrawal, such as you contacting your investment adviser and requesting an investment be made.
- **How to Cancel** – For PADs written after February 28, 2010, the agreement must also specify how you can cancel the PAD and provide contact information for the biller.

## What else should I know before I sign a pre-authorized debit agreement?

Here are a few other things to keep in mind:

- Don't be pressured into signing an agreement you're not comfortable with. You're not obliged to pay through pre-authorized debit and if you feel uncomfortable at all about the arrangement, don't sign the agreement and arrange for an alternate method of payment, if available, or take your business elsewhere.
- Make sure there are sufficient funds in your account when the pre-authorized debit is scheduled to be processed. If not, the biller may withdraw the funds at any point during the next 30 days.
- Check your account statements regularly to ensure that the PAD is working properly.
- Always ensure that you have a copy of the agreement.

## What do I do if I have a problem with a pre-authorized debit?

Payments Canada operates and maintains the clearing and settlement system for payments in Canada, and they have rules in place to protect consumers. The [Rule H1](#) from Payments Canada clearly sets out the rights and responsibilities of consumers and billers, including the protections that consumers have when they have a problem with a PAD. [You can also read Payments Canada's consumer guide about PADs on their website.](#) If you notice a withdrawal for an amount that you didn't authorize or an automatic payment that you have cancelled, you should first contact the biller to resolve the issue. It could just be an administrative error that can be easily corrected. Hundreds of millions of PADs are processed each year in Canada and the vast majority go through without any problems. Keep in mind that your bank or financial institution does not have the details of the agreement between you and the biller (unless the biller is also your bank). If you have tried to resolve the issue with your biller without



success, you have 90 days from the time the transaction was posted to your account to ask your bank or financial institution to provide a reimbursement. You will then be asked to sign a declaration that you are disputing the transaction and you should be provided with a reimbursement. Your bank or financial institution will then seek reimbursement from the biller's financial institution.

## **How do I cancel a PAD?**

The procedure to cancel a PAD should be outlined in your PAD agreement. If there are no specific instructions on how to cancel a PAD in the agreement, you should notify the biller in writing and keep a record of your letter. You may use the Sample Cancellation Form created by Payments Canada on page [32 of this document \(Rule H1\)](#). It is important to remember that cancelling your PAD agreement does not cancel a contract for goods or services you may have with a biller. It also doesn't cancel the amount you owe them. By cancelling your PAD agreement you are simply indicating that you no longer wish to pay by pre-authorized debit. You will need to make alternate arrangements with the biller to pay any amounts owing or to terminate your contract. For example, if you have signed a contract for a two-year membership at a fitness club and arranged to pay by pre-authorized debit, if you cancel the PAD after one year, you will still be responsible for paying for your membership for one more year.

## **What if the agreement was a pre-authorized charge on my credit card? Do the same rules and procedures apply?**

If you have automatic payments set up on your credit card and have problems or would like to cancel the payment, you should contact the biller. If you are still having a problem with the biller, then contact the financial institution that issued your credit card and they will provide you with information about disputing the charge. Keep in mind that some billers may require advanced notice to cancel an automatic credit card bill payment. The biller can give you more information about that.

Pre-authorized debits (PADs) are a convenient way of paying bills or transferring funds for investments when these transactions occur on an ongoing basis. Examples of frequent uses include mortgage and utility payments, RRSP contributions, insurance premiums and charitable donations.

The Canadian Payments Association (CPA) and its member financial institutions have established certain terms and conditions for the processing of PADs to ensure that these transactions are properly authorized and to provide protection against improper PAD withdrawals. This brochure outlines key provisions of the CPA's *Rule H1 - Pre-Authorized Debits*, which is available on the CPA Web site at [www.cdnpay.ca](http://www.cdnpay.ca).

## How PADs Work

You arrange to set up a PAD through an agreement that you establish directly with the biller you want to pay. This agreement (called a Payor's PAD Agreement) may be made in writing or through electronic communication channels such as the telephone or Internet, subject to certain requirements. Once this agreement is in place, the biller will automatically issue PADs to withdraw money for payments from your account at a financial institution.

To initiate PADs, the biller will require your account number and the numeric codes that identify your financial institution and the specific branch where your account is held. You will be asked either to provide these details when you complete the Payor's PAD Agreement, or to provide a blank cheque from which the biller can obtain this information. Be sure to write VOID in ink across the front of the cheque, and do not sign it. You should never provide the PIN or password for your account.

### Your Payor's PAD Agreement should specify:

- ☐ The **amount** of the PAD if the arrangement is for fixed amounts, or a statement that the amount will vary (for example, a PAD to pay a utility bill may vary according to your usage).

PADs for variable amounts require that the biller give you at least 10 days notice of the amount before withdrawing the funds, unless you agree to waive or shorten this period, or you request a change of amount.

Exception: *Pre-notification is not required if the amount decreases due to a **reduction** in a federal, provincial/territorial or municipal tax.*

- ☐ The **frequency** of the payments or the criterion that will result in a PAD (for example, a Payor's PAD Agreement could specify that a PAD will be issued each time you purchase services totaling a certain amount).

If the frequency will vary and a criterion resulting in a PAD is not defined, the Payor's PAD Agreement should indicate that the PADs will be **sporadic**. The biller must obtain your authorization for each sporadic PAD. After you have signed the agreement, this additional authorization may be provided, for example, through a password or a secret code.

# Your Rights & Responsibilities

**1** Make sure that you receive a copy of the PAD agreement that you sign, and verify that it includes information on how to cancel it. If you have authorized the PADs electronically, the biller is required to send you confirmation of the terms in writing at least 15 days before the first scheduled debit (unless you and the biller mutually agree to a shorter period).

**2** Advise the biller immediately if you change your account details (number, financial institution, etc.). If you do not inform the biller, the PAD may continue to be sent to the original account and could be returned. This may result in disruption of service or cancellation of a contract by the biller.

**3** Keep sufficient funds in your account to pay PADs when they are due. If the PAD is rejected due to insufficient funds, the biller may withdraw the funds from your account at any time during the next 30 days.

**4** Check your statement or account records regularly to confirm that withdrawals are made in accordance with the agreement you signed with the biller.

**5** If you wish to cancel your agreement, advise the biller and keep a record of the cancellation. Check your account records to confirm that the withdrawals stop.

**6** Inform the biller immediately if any withdrawal is not consistent with the agreement you signed (e.g. different amount or date), or if a PAD is processed after the expiry of your agreement.

## *Recourse for Incorrect or Unauthorized PADs*

If an unauthorized debit or one that does not follow the terms of your Payor's PAD Agreement is processed to your account, you may ask your financial institution to reimburse the funds to your account, subject to the timeframes below.

**(This provision may not apply if you are transferring funds to another account you hold at a different CPA member financial institution. Ask the financial institution that will receive the funds, or check the agreement you sign.)**

- ☐ As a consumer, you have 90 calendar days from the date of the withdrawal to report the problem to your financial institution and seek reimbursement. You will be asked to make a reimbursement claim stating why the PAD is being returned. Some financial institutions may offer clients the option of making a reimbursement claim via telephone or Internet banking.
- ☐ For business-related PADs, if there is no contract between your business and the biller, you have 90 calendar days after the withdrawal to report a problem to your financial institution and seek reimbursement. Any other discrepancies (e.g. incorrect amount) must be reported to your financial institution within 10 business days.
- ☐ If a business uses PADs for cash management purposes (e.g. to withdraw funds from the account of an affiliate or subsidiary), the payor's financial institution will reverse a PAD only if no agreement exists between the two entities and the payor reports the unauthorized debit within 90 days.



For additional information, please contact your financial institution or:

**Communications and Education Division  
Canadian Payments Association  
1200-180 Elgin  
Ottawa, Ontario K2P 2K3  
Tel: (613) 238-4173 Email: [info@cdnpay.ca](mailto:info@cdnpay.ca)**

[< Back](#)

## How can we help you?

How do I cancel a Pre-Authorized Payment?

Ask Us

We matched that to:

### How do I cancel a Pre-Authorized Payment?

You must contact the merchant directly to cancel or discontinue any Pre-Authorized Payments for this merchant that you have set up. Some merchants require advance notice to discontinue Pre-Authorized Payments, so allow additional time to make this change.

#### Helpful Related Questions

[How do I stop a purchase from being billed to my account? >](#)

[How do I cancel a pending Interac e-Transfer either send money or request money? >](#)

[How do I make a stop payment in EasyWeb? >](#)

[How do I cancel a pending payment? >](#)

[How do I make a payment to my TD credit card? >](#)

[Can I get pre-authorized payments made to my TD U.S Dollar Visa Card? >](#)

[What is the difference between a pre-authorized payment \(PAP\) and a pre-authorized debit \(PAD\)? >](#)

[Can I request a Stop Payment or cancel on a Visa Direct I have sent? >](#)

[Can I make a payment through TD Wallet? >](#)

[How do I make an additional payment to my mortgage? >](#)



 Popular Questions

Did we answer your question?

Yes

No

Please note that the answers to the questions are for information purposes only for the products discussed. Individual circumstances may vary. In case of discrepancy, the documentation prevails.

[Privacy and Security](#) | [Legal](#) | [Accessibility](#)

[< Back](#)

## How can we help you?

How do I stop a Pre-Authorized Debit (PAD) payment in EasyWeb?

Ask Us

We matched that to:

### How do I stop a Pre-Authorized Debit (PAD) payment in EasyWeb?

Contact the company that submits your payment to **permanently** stop a pre-authorized payment.

You can request a stop payment for the transaction in EasyWeb (see our [general list of services & fees](#) (PDF) for applicable fees).

After you log in to EasyWeb:

1. Please ensure that the cheque or pre-authorized payment has not already been paid by reviewing your Account Activity prior to requesting a Stop Payment.
2. Choose **Pay Bills** from the left navigation menu.
3. Choose **Make a Stop Payment** from the left menu.
4. After reading the terms and conditions, complete the details for the payment and select Next.
5. Follow the instructions to make your request.

Please note: A fee will be charged for each stop payment requested. To view fees associated with our personal accounts, please visit [About our accounts and related services](#) (PDF) on the "**other service options**" page.

Please note: Making a Stop Payment is different than cancelling a pending or recurring bill payment you have set up in EasyWeb. A Stop Payment can be made on cheques you have written and pre-authorized payments you have arranged directly with a merchant. To cancel a payment you have set up in EasyWeb go to **Scheduled Payments**.



Click here to request a [stop payment](#) in EasyWeb.

### ⊖ Helpful Related Questions

What happens if I write a cheque and there is not enough money to cover it? >

How do I add Overdraft Protection to my chequing account online? >

Why did a cheque go through my account prematurely? >

What is a Presentment Charge? >

How do I set up a Pre-Authorized Debit (PAD) payment? >

What is Overdraft Protection? >

How do I transfer my existing TD Canada Trust account to another branch? >

How do I stop a Pre-Authorized Debit (PAD) payment using the TD app? >

How do I make a stop payment on the TD app? >


How do I cancel a Pre-Authorized Payment? >

### + Popular Questions

Did we answer your question?

Yes

No

 Please note that the answers to the questions are for information purposes only for the products discussed. Individual circumstances may vary. In case of discrepancy, the documentation prevails.

[Privacy and Security](#) | [Legal](#) | [Accessibility](#)



TAB 7

## **YOU HAVE A 20-DAY COOLING-OFF PERIOD TO CANCEL THIS CONTRACT.**

Cancelling this contract also cancels all contracts that you entered at the same time.

You may cancel this contract at any time, up to and including \_\_\_\_\_.

You will not have to pay any costs, charges or fees , unless you agreed to have work go ahead during the cooling-off period. You will not need to give the supplier a reason for cancelling during this period.

To cancel this contract, give notice to \_\_\_\_\_. This is best done by sending a written statement indicating that you are cancelling the contract to the address in the contract. The contract is cancelled when you give this notice. Please keep a copy of your written statement as proof for your records.

If you cancel this contract, the supplier has 15 days to refund all payments you made.

You also gain a new 20-day cooling-off right to cancel this contract whenever the contract is amended. For example, any change to the amount you are currently paying for your water-heater must be authorized by a contract amendment. To amend this contract, the supplier must obtain your express consent to the new terms. The 20-day period runs from the point that you agree to consent to the amendment.

**Work can proceed during the cooling off period to remove any current water heater and install a new one only if one of the following conditions applies. Please check which applies:**

- ☐ **You asked this business to come to your home**
- ☐ **The heater was certified as unsafe to operate**
- ☐ **The heater was recalled**

Consumer's Signature \_\_\_\_\_

**You may still use your 20-day cooling-off right but you may be liable to pay for work done.  
These costs will be no more than \_\_\_\_\_.**

For more information about this statement , or your rights as a consumer , please contact the Government and Ministry of Government and Consumer Services  
[www.ontario .ca/consumerservices](http://www.ontario.ca/consumerservices), [consumer@ontario.ca](mailto:consumer@ontario.ca), 1-800-889-9768.



# WATER HEATER RENTAL AGREEMENT



FOR SERVICE T: 416-875-6450

FOR BILLING T: 1-877-318-4782

www.vistacredit.ca

www.bossmechanical.ca

Customer Name ("Customer"):

D.O.B:

MM / DD / YYYY

Customer Name ("Customer"):

D.O.B:

MM / DD / YYYY

Installation Address:

City:

Prov:

**Ontario**

Postal Code:

Tel:

Bus / Cell:

E-Mail:

☐ Mailing / ☐ Previous Address:

(if different) (if less than 1 year at current address)

RETAIL VALUE OF PRODUCT:

AMOUNT PAYABLE:  
(IF RENTED FOR 10 YEARS)

## TERMS & CONDITIONS

- Interpretation** - In this agreement "you", "your" and "customer" refer to the person renting the Product described above. Where there is more than one person named, the same terms refer to all persons named and all obligations of the persons named below under this agreement shall be joint and several. "Us", "we", and "our" refer to Vista Credit Corp. and its authorized personnel, agents, contractors or assigns.
- Legal Compliance and Taxes** - You will comply with all laws relating to this Agreement or to the Product including, without limitation, laws relating to use, operation or maintenance of the Product. You shall pay when due all taxes and other charges of any kind whatever now or in the future imposed by any government or public authority or agency ("Taxes") related to the operation or maintenance of the Product for the Term.
- Registration Against Security** - You hereby grant to us an exclusive security interest in the Product as collateral security for the amounts owing by you to us under this Agreement. The attachment of security interest has not been postponed. You grant us the right to register the security interest under this Agreement against you and title to the lands where the Product is to be located. Unless prohibited by law, you waive your right to receive a copy of such registration where required and you appoint us as your lawful attorney for so doing.
- Personal Property** - You agree that the Product shall remain portable or movable property (without the need for any other party's consent or waiver to allow us to remove it) even though it may become attached to real or immovable property.
- Payments** - You must make all payments (the "Payments") required to be made under this Agreement to us in the manner described on the first page of this Agreement starting on the Commencement Date (the "Commencement Date"). The Commencement Date is the date that the Product has been delivered and installed and this agreement is only considered entered into as of the Commencement Date. Your obligation to pay when due all amounts under this Agreement shall be absolute and unconditional without any condition, deduction, set-off, abatement, hold back or claim for compensation whatsoever.
- Additional Charges** - The Payment will increase by 2.5% annually on each anniversary of your Commencement Date. Interest at the rate of .0821918% per day, compounded monthly, (34.489% effective annual rate) shall be payable on all unpaid Payments, from their due date until paid. You further agree to pay to us a returned item charge in an amount equal to the greater of \$35.00 or the actual bank charges incurred by us plus any other amounts allowed by law.
- Payment Authorization** - If you select Pre Authorized Payment ("PAP"), the following terms will apply to your PAP: (a) you hereby authorize us to debit the bank account identified on the cheque you delivered to us for all Payments required to be made under this Agreement; (b) you acknowledge that this PAP is personal; (c) the account will be debited on the day of each month as indicated on page 1; (d) this authority shall remain in effect until you give us written notice to cancel it which notice shall be received 30 days before the next scheduled debit at our address on page 1; (e) you have certain recourse rights if any debit does not comply with this paragraph. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with these terms; (f) you can obtain more information about your right to cancel (including a sample cancellation form) and about your recourse rights, from your financial institution or at www.cdnpay.com; (g) you hereby waive your right to receive pre-notification of the amount of the PAP and agree that you do not require advance notice of the amount of PAPs before the debit is processed. If you select the Enbridge Billing Service Option, Vista's charges will appear in the Other Companies section of your Enbridge Gas Distribution bill. You agree to switch to PAP should we discontinue the Enbridge Billing Service Option.
- Option to Purchase** - You may elect to purchase the items listed under the Product Description (the "Product") at any time during the term on an "as is", where is basis. To receive your contract purchase price, please call the toll free customer service number. The Term ends on the last day of the 120<sup>th</sup> month. At the expiry of the Term, you may (a) continue to rent the Product on a month to month basis at the then current Payment amount until the end of the useful life of the Product; or (b) return the Product to us; (c) purchase the product for its estimated fair market value as disclosed to you. If you do not notify us of your intention prior to the expiry of the Term, it will be assumed that you have selected Option 'a' and we will continue to bill you at the then current monthly Payment until you notify us otherwise. For greater certainty, you acknowledge that if you continue to rent the Product on a month to month basis, you will do so on the basis that we provide no representations or warranties whatsoever with respect to the Product so that any damage to the Product, or caused by the Product, during such period is entirely at your own risk.
- Events of Default** - Default shall occur upon any of the following events: (a) if you fail to make any Payment, or fail to pay any other amount under this Agreement on its due date; (b) if you remove or attempt to remove the Product from the premises herein described without our consent in writing; (c) if you encumber or transfer ownership or sublet the Product without our consent; (d) if you fail to observe any conditions of this Agreement; (e) if you become subject to a bankruptcy, insolvency, receivership or similar proceeding under the Bankruptcy and Insolvency Act, either voluntarily or involuntarily, or if an encumbrancer takes possession of the Product or a substantial part of your property; (f) if you allow any damage other than that caused by normal wear and tear resulting from proper use of the Product; (g) if you are in default under any other contract, agreement, or obligation, now existing or hereafter entered into with us or any assignee of ours; (h) if any representation or warranty made by you in connection with the entering into of this Agreement is untrue or incorrect; or (i) if you transfer title to the premises herein described without first purchasing the Product, unless we have agreed in writing to the assumption of your obligations under this Agreement by the party acquiring title to the premises.
- Remedies Upon Default** - In the event of Default, we may terminate this Agreement and, in addition to any other right it may have at law or otherwise, may, without notice, do any or all of the following, separately or together, in any order or combination: (a) we may enter wherever the Product is located (or we believe that it is located) and repossess and remove it (if necessary, disconnecting it from any other property) and you waive claims for any damages to property or otherwise arising from such repossession; (b) without terminating or being deemed to have terminated this Agreement, we, upon five (5) days prior written notice to you, may sell or release the Product in such manner and for amounts and upon such terms as we may reasonably determine and may apply the net proceeds against what you owe to us; and/or (c) we may require you to pay immediately on demand damages suffered by us as a result of the termination of this Agreement. These damages will be, as a genuine pre-estimate of liquidated damages for loss of a bargain and not as a penalty, equal to the aggregate of (i) any outstanding Payments owing as at the date of Default, (ii) the remaining Payments due under this Agreement for the balance of the Term following the date of the Default, and (iii) all costs incurred by us, our assignees or agents in enforcing the terms of this Agreement. We agree to remit to you any monies collected by us from you or through our re-marketing efforts, collectively in excess of the aggregate amount of liquidated damages described above, provided that the remittance shall not exceed the amount paid by you under this Section.
- Damage to Premises** - Should the Product be removed by us from the premises herein described due to your Default, we shall not in any way be liable in respect of any damages to your premises resulting from such removal or from any work done in connection with such removal.
- Insurance** - You will, at your own expense, maintain, in a form acceptable to us, insurance covering the Product. We shall be named as loss payee and the policy shall contain a clause requiring the insurer to give us prior notice of a revision to its provisions or of its cancellation. The total or partial loss of the Product or its use or possession shall not relieve you of your obligations and liabilities under this Agreement.
- Product Risks** - If the Product is lost or damaged beyond repair or is stolen or for any other reason is not available or suitable for return at any time during the term of this Agreement, you will notify us of that event and, unless we are agreeable to another arrangement, will immediately on demand pay to us the Casualty Value less the amount of any insurance proceeds paid to us as a result of the event. The Casualty Value shall be equal to the total present value of all unpaid and future Payments under this Agreement. The present value will be calculated by discounting at the rate per annum equal to the lesser of (a) a remaining term Government of Canada bond less 3%; or (b) 3%. Upon payment of the Casualty Value, you shall acquire, without recourse or warranty, all of our right, title and interest, if any, in and to such Product.

14. **Maintenance of Product** - The Customer shall be responsible for the normal care and maintenance of the Product in accordance with manufacturer's specifications. Failure to provide maintenance may void the warranty and the Customer will be responsible for any costs associated with repairs that result from the lack of maintenance. We may request evidence that the Customer has carried out maintenance on the Product.

15. **Assignment** - We may assign, at our sole discretion at any time, without the consent of or notice to you, our right, title and interest in this Agreement, Product described herein and in the pre-authorized payment authorization granted by you; for purposes of this section, "we" shall include any assignee ("Assignee"). You hereby consent to the delivery by us to any prospective Assignee of such information concerning you as may be in our possession. If you sell your premises, you will inform the purchaser of the rental of the Product pursuant to this agreement and provided that (i) you inform purchaser that product is rented (ii) purchaser takes assignment of the rental agreement at closing by signing our standard assignment document; (iii) you notify and provide us with the purchaser name, contact info and intended closing date, prior to closing; and (iv) you have paid us all amounts due under the agreement to the closing date, we will release you of your obligations hereunder. You authorize us to provide information related to this agreement and your account to a purchaser or their representative.

16. **General Terms and Conditions** - You agree that (a) you will provide all necessary further assurances, do all acts and sign all documents as we may require from time to time to give effect to this Agreement and to protect our rights hereunder; (b) a provision of this Agreement which is void or unenforceable in any jurisdiction is, as to that jurisdiction, void only to the extent of such provision and without invalidating the remaining provisions; (c) the captions, titles and section numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of this Agreement or its effect; (d) this Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and laws of Canada applicable therein; (e) time is of the essence of this Agreement; (f) this agreement, the welcome letter, the agency agreement (where applicable) and the delivery and acceptance certificate collectively form the entire agreement between you and us and may be varied only by written agreement signed by both parties; (g) all of our rights are cumulative and not alternative and may be exercised by us separately or together in any order or combination; (h) ownership of and title to the Product will at all times (except upon a sale hereunder) remain with us; (i) you have no interest in the Product, other than the right to possess, insure and use the Product for the Term; (j) information requests by any person(s) other than you shall be verified and subject to administration charges as set from time to time by us; and (k) we will retain a copy of this Agreement in electronic form only. You agree that a facsimile and/or imaged copy is enforceable in a court of law.

17. **Location, Condition and Operation of the Product** - You agree to keep the Product at the above address and to allow us reasonable access and the right to inspect the Product. You agree to keep the Product free and clear of all liens and encumbrances of every kind and to keep the Product in as good a condition as when delivered, reasonable wear and tear accepted. You shall not make any alterations to the Product without our prior written consent. Any additions, upgrades, accessories, alterations or replacements to or for the Product will become our property and subject to the terms of this Agreement. You will operate the Product at your own risk. You agree to indemnify and save us harmless from any claims and damages suffered by us, however caused, arising out of the use of the Product. This indemnification will survive termination of this Agreement. During the Term of this agreement, we shall provide you a parts and labour warranty to keep the Product operational. You agree to locate the Product in an area with sufficient and proper drainage to deal with any leak emanating from the Product and to keep such drainage open and unrestricted failing which this warranty shall be null and void.

18. **Consent to Disclosure and Sharing of Personal Information and Credit Investigation** - You authorize us and our assigns to use and disclose your personal information provided above to confirm your identity, to evaluate your creditworthiness, to administer this Agreement, to perform internal statistical analysis, to assign or securitize any amounts payable by you under this Agreement or as otherwise required or permitted by law. You hereby authorize us to conduct financial and credit investigations for purposes of approval, maintenance and enforcement of this Agreement or any judgment obtained by us as a result of any default hereunder and to obtain any information required from any source and each source is hereby authorized to provide such information to us. This includes but is not limited to us obtaining information from any credit or depository facility. We may obtain such information at any time before or during the Term or after termination of the Agreement in the event any monies remain owing to us. This clause shall survive the Term or Termination of this Agreement. All matters surrounding our collection, use and disclosure of your personal information are fully explained in our Privacy Policy, a copy of which is available on our web-site at [www.vistacredit.ca](http://www.vistacredit.ca) or upon making a request to us in writing to our address: 205-6 Gurdwara Rd., Ottawa, ON, K2E 8A3

New Product	Term (months)	Monthly Payment	HST	Payment	Upfront Installation Cost
	120				<input type="checkbox"/> Free Installation \$ _____ Installation Fee
<b>Add Maintenance to Monthly Payment *</b>	<input type="checkbox"/> Annual Maintenance @ \$ _____ per month Dealer to provide separate information to Customer		<b>Customer Acknowledgement:</b> Customer authorizes Vista Credit to bill maintenance charges on Dealer's behalf CUSTOMER INITIALS _____		

\* You may cancel the Annual Maintenance at any time, by providing us with thirty (30) days advance written notice.  
 In the event of cancellation, we shall refund you any unused portion of the Annual Maintenance.

PAYMENT OPTIONS (CHECK ONE ONLY)	
<input type="checkbox"/> Option 1 – Enbridge Gas Distribution, Enbridge Account #: <div style="border: 1px solid black; height: 40px; width: 100%;"></div>	<input type="checkbox"/> Option 2 – Pre-Authorized Payment (PAP)  Please Select PAP Date <input type="checkbox"/> 1 <sup>st</sup> OR <input type="checkbox"/> 15 <sup>th</sup>
Name on Enbridge Bill _____ <i>(if different than customer above)</i> Vista Credit's charges will appear on the other companies section of your Enbridge Gas Distribution bill. These offers and claims are made by Vista Credit alone. <b>Vista Credit is not owned by or affiliated with Enbridge Inc. or Enbridge Gas Distribution.</b>	PROMO CODE: _____

You hereby agree to rent the Product for the Term starting on the Commencement Date. By signing, you certify that the information contained herein is true. For Additional Charges – See Section 6. You authorize us to make any inquiries concerning your credit and you authorize any consumer reporting agency, or any other company with whom you have financial relations, including your employer, to furnish credit information to us. By signing below, you agree that you have read, understand and agree to the terms and conditions of the agreement and acknowledge receipt of a copy of this agreement. You acknowledge having read the terms and conditions of this agreement which are set forth on the reverse side and agree that they are incorporated into and form part of the agreement. You agree that there are no other verbal or written agreements which modify the terms of this agreement in any manner other than terms imposed by statute which may not be varied by contract.

Executed at \_\_\_\_\_, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

CUSTOMER:

CUSTOMER:

sign above

sign above

print name

print name

Supplier Sales Representative (Mandatory):	Supplier Address (Mandatory):
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**V.Copy**  
**WH.RENTAL**  
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