


[Français](#)
Energy Consumer Protection Act, 2010

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PART I
GENERAL

Definitions and powers of Minister

Definitions

1. (1) In this Act,

“Board” means the Ontario Energy Board; (“Commission”)

“distribution system” has the same meaning as in section 3 of the *Ontario Energy Board Act, 1998*; (“réseau de distribution”)

“distributor” has the same meaning as in section 3 of the *Ontario Energy Board Act, 1998*; (“distributeur”)

“gas” has the same meaning as in section 3 of the *Ontario Energy Board Act, 1998*; (“gaz”)

“gas distributor” has the same meaning as in section 3 of the *Ontario Energy Board Act, 1998*, and “distribute” and “distribution” when used in relation to gas have corresponding meanings; (“distributeur de gaz”, “distribuer”, “distribution”)

“Minister” means the Minister of Energy or such other member of the Executive Council as may be assigned the administration of this Act under the *Executive Council Act*; (“ministre”)

“person”, or any expression referring to a person, means an individual, sole proprietorship, partnership, including a limited partnership, trust or body corporate, or an individual in his or her capacity as a trustee, executor, administrator or other legal representative or such other class of persons as may be prescribed; (“personne”)

“prescribed” means prescribed by regulation made under this Act; (“prescrit”)

“regulations” means the regulations made under this Act. (“règlements”) 2010, c. 8, s. 1 (1); 2011, c. 9, Sched. 27, s. 24 (1).

Powers of Minister

(2) The Minister may,

(a) disseminate information for the purpose of educating and advising energy consumers; and

(b) provide information to energy consumers about the use of alternate dispute resolution techniques as a means of resolving disputes arising out of contracts for the supply of energy and other related transactions. 2010, c. 8, s. 1 (2).

Delegation of powers

(3) The Minister may delegate in writing any of his or her powers under subsection (2) to the Deputy Minister of Energy or to any persons employed in a specified capacity in the Ministry. 2010, c. 8, s. 1 (3); 2011, c. 9, Sched. 27, s. 24 (2).

Same

(4) The Deputy Minister of Energy may in writing delegate any of the powers delegated to the Deputy Minister by the Minister under subsection (3) to any person employed in a specified capacity in the Ministry. 2010, c. 8, s. 1 (4); 2011, c. 9, Sched. 27, s. 24 (3).

Powers and duties of Board re energy consumers

(5) Nothing in this Act abrogates or derogates from the powers and duties of the Ontario Energy Board as they apply in respect of energy consumers as provided under the *Ontario Energy Board Act, 1998*. 2010, c. 8, s. 1 (5).

Definition, energy consumer

(6) For the purposes of subsections (2) and (5),

“energy consumer” means a consumer as defined in section 2 and a consumer as defined in section 31. 2010, c. 8, s. 1 (6).

PART II

ELECTRICITY RETAILING AND GAS MARKETING

Definitions

2. In this Part,

“consumer” means,

- (a) in respect of the retailing of electricity, a person who uses, for the person’s own consumption, electricity that the person did not generate and who annually uses less than the prescribed amount of electricity, and
- (b) in respect of gas marketing, a person who annually uses less than the prescribed amount of gas; (“consommateur”)

“contract” means an agreement between a consumer and a retailer for the provision of electricity or an agreement between a consumer and a gas marketer for the provision of gas; (“contrat”)

“electronic signature” has the same meaning as in subsection 1 (1) of the *Electronic Commerce Act, 2000*; (“signature électronique”)

“gas marketer” means a person who,

- (a) sells or offers to sell gas to a consumer,
- (b) acts as the agent or broker for a seller of gas to a consumer, or
- (c) acts or offers to act as the agent or broker of a consumer in the purchase of gas,

and “gas marketing” has a corresponding meaning; (“agent de commercialisation de gaz”, “commercialisation de gaz”)

“retail”, with respect to electricity, means,

- (a) to sell or offer to sell electricity to a consumer,
- (b) to act as agent or broker for a retailer with respect to the sale or offering for sale of electricity, or
- (c) to act or offer to act as an agent or broker for a consumer with respect to the sale or offering for sale of electricity,

and “retailing” has a corresponding meaning; (“vendre au détail”, “vente au détail”)

“retailer” means a person who retails electricity, but does not include a distributor, a suite meter provider or such other persons as may be prescribed; (“détaillant”)

“salesperson” means,

- (a) in respect of gas marketing, a person who, for the purpose of effecting sales of gas or entering into agency agreements with consumers, conducts gas marketing on behalf of a gas marketer or makes one or more representations to one or more consumers on behalf of a gas marketer, whether as an employee of the gas marketer or not, and
- (b) in respect of the retailing of electricity, a person who, for the purpose of effecting sales of electricity or entering into agency agreements with consumers, conducts retailing of electricity on behalf of a retailer or makes one or more representations to one or more consumers on behalf of a retailer, whether as an employee of the retailer or not; (“vendeur”)

“supplier” means a retailer or gas marketer; (“fournisseur”)

“text-based” means text capable of being read by an individual and in such form, format or medium as may be prescribed, but does not include any form, format or medium that may be prescribed as excluded. (“textuel”) 2010, c. 8, s. 2.

Application

3. (1) This Part applies to gas marketing and retailing of electricity to consumers. 2010, c. 8, s. 3 (1).

Contracts, other agreement or waivers to contrary

(2) This Part applies despite any contract, other agreement or waiver to the contrary. 2010, c. 8, s. 3 (2).

Limitation on effect of term requiring arbitration

(3) Without limiting the generality of subsection (2), any term or acknowledgment in a contract, other agreement or waiver that requires or has the effect of requiring that disputes arising out of the contract, agreement or waiver be submitted to arbitration is invalid in so far as it prevents a consumer from exercising a right to commence an action in the Superior Court of Justice given under this Part or otherwise available in law. 2010, c. 8, s. 3 (3).

Procedure to resolve disputes

(4) Despite subsections (2) and (3), after a dispute over which a consumer may commence an action in the Superior Court of Justice arises, the consumer, the supplier and any other person involved in the dispute may agree to resolve the dispute using any procedure that is available in law. 2010, c. 8, s. 3 (4).

Settlements or decisions

(5) A settlement or decision that results from the procedure agreed to under subsection (4) is as binding on the parties as such a settlement or decision would be if it were reached in respect of a dispute concerning a contract or agreement to which this Part does not apply. 2010, c. 8, s. 3 (5).

Non-application of *Arbitration Act, 1991*

(6) Subsection 7 (1) of the *Arbitration Act, 1991* does not apply in respect of any proceeding to which subsection (3) applies unless, after the dispute arises, the consumer agrees to submit the dispute to arbitration. 2010, c. 8, s. 3 (6).

Class proceedings

4. (1) A consumer may commence a proceeding on behalf of members of a class under the *Class Proceedings Act, 1992* or may become a member of a class in such a proceeding in respect of a dispute arising out of a contract, other agreement or waiver despite any term or acknowledgment in the contract, agreement or waiver that purports to prevent or has the effect of preventing the consumer from commencing or becoming a member of a class proceeding. 2010, c. 8, s. 4 (1).

Procedure to resolve dispute

(2) After a dispute that may result in a class proceeding arises, the consumer, the supplier and any other person involved in it may agree to resolve the dispute using any procedure that is available in law. 2010, c. 8, s. 4 (2).

Settlements or decisions

(3) A settlement or decision that results from the procedure agreed to under subsection (2) is as binding on the parties as such a settlement or decision would be if it were reached in respect of a dispute concerning a contract or agreement to which this Part does not apply. 2010, c. 8, s. 4 (3).

Non-application of *Arbitration Act, 1991*

(4) Subsection 7 (1) of the *Arbitration Act, 1991* does not apply in respect of any proceeding to which subsection (1) applies unless, after the dispute arises, the consumer agrees to submit the dispute to arbitration. 2010, c. 8, s. 4 (4).

Rights of consumers preserved

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

Conflict

(2) In the event of a conflict between a provision in this Part and a provision in any other Act, the provision that provides the greater protection to the consumer prevails. 2010, c. 8, s. 5 (2).

Interpretation: ambiguities to benefit consumers

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

Interpretation, in writing

7. (1) Despite section 5 of the *Electronic Commerce Act, 2000* but subject to subsection (7), in this Part, a requirement that information or a document be in writing is satisfied by information or a document that is in electronic form solely if it is,

- (a) accessible so as to be usable for subsequent reference; and
- (b) text-based. 2010, c. 8, s. 7 (1).

Same, provision of information or document in writing

(2) Despite subsection 6 (1) of the *Electronic Commerce Act, 2000* but subject to subsection (7), in this Part, a requirement that a person provide information or a document in writing to another person is satisfied by the provision of the information or document in an electronic form solely if it is,

- (a) accessible by the other person so as to be usable for subsequent reference;
- (b) capable of being retained by the other person; and
- (c) text-based. 2010, c. 8, s. 7 (2).

Same, information or document in non-electronic form

(3) Despite subsection 7 (1) of the *Electronic Commerce Act, 2000* but subject to subsection (7), in this Part, a requirement that a person provide information or a document in writing in a specified non-electronic form to another person is satisfied by the provision of the information or document in an electronic form solely if it is,

- (a) organized in the same or substantially the same way as the specified non-electronic form;
- (b) accessible by the other person so as to be usable for subsequent reference;
- (c) capable of being retained by the other person; and
- (d) text-based. 2010, c. 8, s. 7 (3).

Same, signing a document

(4) Despite subsection 11 (1) of the *Electronic Commerce Act, 2000* but subject to subsection (7), in this Part, a requirement that a document be signed is satisfied by an electronic signature if the electronic information that a person creates or adopts in order to sign the document is capable of being read by the person and is in such form as may be prescribed. 2010, c. 8, s. 7 (4).

Signature, touching or clicking on an icon

(5) Despite subsection (4), touching or clicking on an appropriate icon or other place on a computer screen is deemed to satisfy a requirement in this Part that a document be signed, if the action is taken with the intent to sign the document and the action meets such requirements as may be prescribed. 2010, c. 8, s. 7 (5).

Intent

(6) Intent for the purpose of subsection (5) may be inferred from a person's conduct and the circumstances surrounding such conduct, including the information displayed on the computer screen and the person's conduct with respect to the information, if there are reasonable grounds to believe that the person intended to sign the document. 2010, c. 8, s. 7 (6).

Use of electronic document or information not mandatory

(7) Nothing in this Part requires a consumer who uses, provides or accepts information or a document to use, provide or accept it in an electronic form without the consumer's consent. 2010, c. 8, s. 7 (7).

Use of electronic signature not mandatory

(8) Nothing in this Part requires a consumer who uses, provides or accepts a document to sign the document by way of an electronic signature without the consumer's consent. 2010, c. 8, s. 7 (8).

Implied consent

(9) Consent for the purpose of subsections (7) and (8) may be inferred from a person's conduct if there are reasonable grounds to believe that the consent is genuine and is relevant to the information or document. 2010, c. 8, s. 7 (9).

Payments

(10) Subsection (7) applies to all kinds of information and documents, including payments. 2010, c. 8, s. 7 (10).

Disclosure of information

8. (1) If a supplier is required to disclose information under this Part, the disclosure shall be clear, comprehensible and prominent and, in addition, shall comply with any requirements that may be prescribed by regulation or mandated by a code issued by the Board or by a rule made by the Board or by an order of the Board. 2010, c. 8, s. 8 (1).

Delivery of document

(2) If a supplier is required to deliver a document to a consumer under this Act, the document must, in addition to satisfying the requirements in subsection (1), be delivered in a form in which it can be retained by the consumer. 2010, c. 8, s. 8 (2).

Manner of determining prices re contracts retailing electricity

9. In the case of a contract with a consumer with respect to retailing of electricity, the retailer shall determine the price it charges for electricity in the manner and in accordance with the requirements that may be prescribed. 2010, c. 8, s. 9.

Note: On January 1, 2017, the day named by proclamation of the Lieutenant Governor, section 9 of the Act is repealed and the following substituted: (See: 2015, c. 29, s. 1)

Manner of determining prices re contracts

9. (1) In the case of a contract with a consumer with respect to retailing of electricity, the supplier shall determine the price it charges for electricity,
- (a) in the manner and in accordance with the requirements that may be prescribed; and
 - (b) in the manner and in accordance with the requirements that may be required by a code issued under section 70.1 of the *Ontario Energy Board Act, 1998* or under any conditions of a licence. 2015, c. 29, s. 1.

Same, gas

- (2) In the case of a contract with a consumer with respect to gas marketing, the supplier shall determine the price it charges for gas,
- (a) in the manner and in accordance with the requirements that may be prescribed; and
 - (b) in the manner and in accordance with the requirements that may be required by rules made by the Board pursuant to clause 44 (1) (c) of the *Ontario Energy Board Act, 1998* or under any conditions of a licence. 2015, c. 29, s. 1.

Conflict

(3) In the event of a conflict between the regulations referred to in clause (1) (a) and the code or conditions referred to in clause (1) (b), or between the regulations referred to in clause (2) (a) and the rules or conditions referred to in clause (2) (b), the regulations prevail. 2015, c. 29, s. 1.

Note: On January 1, 2017, the day named by proclamation of the Lieutenant Governor, the Act is amended by adding the following sections: (See: 2015, c. 29, s. 2)

Door-to-door sales

- 9.1 (1) No supplier shall,
- (a) sell or offer to sell electricity or gas to a consumer in person at the consumer's home; or
 - (b) cause a salesperson to sell or offer to sell electricity or gas to a consumer in person at the consumer's home. 2015, c. 29, s. 2.

Contract void

(2) A contract that is entered into as the result of a contravention of subsection (1) is deemed to be void in accordance with section 16. 2015, c. 29, s. 2.

Exception, advertising and marketing

(3) Subsection (1) does not restrict advertising and marketing activities. 2015, c. 29, s. 2.

Advertising and marketing to consumers

9.2 (1) The Lieutenant Governor in Council may make regulations establishing rules governing the manner, time and circumstances under which a supplier or salesperson may advertise or market the sale of electricity or gas to a consumer in person at the consumer's home. 2015, c. 29, s. 2.

Rules must be obeyed

(2) Where rules have been established under subsection (1), every supplier or salesperson who advertises or markets the sale of electricity or gas to a consumer in person at the consumer's home shall comply with the rules. 2015, c. 29, s. 2.

Contract void

(3) A contract that is entered into as the result of a contravention of the rules established under subsection (1) is deemed to be void in accordance with section 16. 2015, c. 29, s. 2.

Remuneration

9.3 No supplier shall provide remuneration to a salesperson who sells or offers to sell electricity or gas to consumers or who advertises or markets the sale of electricity or gas to consumers on behalf of the supplier if the manner of remuneration contravenes the rules provided for in the regulations. 2015, c. 29, s. 2.

Unfair practices, prohibition

10. (1) No supplier shall engage in an unfair practice. 2010, c. 8, s. 10 (1).

Same, suppliers

(2) A supplier is deemed to be engaging in an unfair practice if,

- (a) it engages in any practice that is prescribed as an unfair practice or it fails to do anything where such failure is prescribed as an unfair practice; or
- (b) a salesperson acting on behalf of the supplier does or fails to do anything that would be an unfair practice if done or if failed to be done by the supplier. 2010, c. 8, s. 10 (2).

Contracts, in accordance with s. 12

11. (1) No supplier shall enter into a contract with a consumer other than in accordance with section 12. 2010, c. 8, s. 11 (1).

Application

(2) Subsection (1) applies to contracts entered into after subsection (1) comes into force. 2010, c. 8, s. 11 (2).

Classes or types of contracts

(3) A regulation made in respect of contracts to which this Part applies and any code issued by the Board or rule or order made by the Board in respect of contracts to which this Part applies may,

- (a) distinguish between classes and types of contracts and between consumers and classes of consumers; and
- (b) set out different requirements depending on the classes or types of contracts and the circumstances under which the contracts are made. 2010, c. 8, s. 11 (3).

Prohibition re entering, etc., certain contracts

(4) No supplier shall enter into, renew or extend a contract with such persons or classes of persons acting on behalf of the account holder as may be prescribed. 2010, c. 8, s. 11 (4).

Contract not binding

(5) A contract entered into by a supplier with a consumer that is not in accordance with subsection (4) is not binding on the consumer. 2010, c. 8, s. 11 (5).

Definition, account holder

(6) For the purposes of subsection (4),

“account holder” means the person in whose name an account has been established with a distributor for the provision of electricity or with a gas distributor for the provision of gas and,

- (a) in whose name invoices are issued by the distributor or gas distributor, whether on its own behalf or on behalf of a supplier, in respect of the provision of the electricity or gas, or
- (b) in whose name invoices would be issued by the distributor or gas distributor in respect of the provision of electricity or gas, if the invoices were not issued by a supplier. 2010, c. 8, s. 11 (6).

Information required in contract

12. (1) A contract with a consumer shall,

- (a) in the case of retailing of electricity and in the case of gas marketing,
 - (i) contain such information as may be prescribed, presented in the prescribed form or manner, if any, and under the prescribed circumstances, if any, and
 - (ii) be accompanied by such information or documents as may be required by regulation, provided in such languages as may be prescribed, and presented in the prescribed form or manner, if any, and under the prescribed circumstances, if any;
- (b) in the case of the retailing of electricity by a retailer and subject to such requirements as may be prescribed in accordance with clause (a),

Note: On January 1, 2017, the day named by proclamation of the Lieutenant Governor, clause 12 (1) (b) of the Act is amended by striking out “and subject to such requirements as may be prescribed in accordance with clause (a)” in the portion before subclause (i). (See: 2015, c. 29, s. 3 (1))

- (i) contain such information as may be required by a code issued under section 70.1 of the *Ontario Energy Board Act, 1998*, provided in such languages as may be required by the code, and presented in the form or manner, if any, and under the circumstances, if any, required by the code, if a condition of a licence requires the retailer to comply with the code, and
- (ii) be accompanied by such information or documents as may be required by a code issued under section 70.1 of the *Ontario Energy Board Act, 1998*, provided in such languages as may be required by the code, and presented in the form or manner, if any, and under the circumstances, if any, required by the code, if a condition of a licence requires the retailer to comply with the code; and
- (c) in the case of gas marketing and subject to such requirements as may be prescribed in accordance with clause (a),

Note: On January 1, 2017, the day named by proclamation of the Lieutenant Governor, clause 12 (1) (c) of the Act is amended by striking out “and subject to such requirements as may be prescribed in accordance with clause (a)” in the portion before subclause (i). (See: 2015, c. 29, s. 3 (2))

- (i) contain such information as may be required by rules made by the Board pursuant to clause 44 (1) (c) of the *Ontario Energy Board Act, 1998*, provided in such languages as may be required by the rules, and presented in the form or manner, if any, and under the circumstances, if any, required by the rules, and

- (ii) be accompanied by such information or documents as may be required by rules made by the Board pursuant to clause 44 (1) (c) of the *Ontario Energy Board Act, 1998*, provided in such languages as may be required by the rules, and presented in the form or manner, if any, and under the circumstances, if any, required by the rules. 2010, c. 8, s. 12 (1).

Note: On January 1, 2017, the day named by proclamation of the Lieutenant Governor, section 12 of the Act is amended by adding the following subsection: (See: 2015, c. 29, s. 3 (3))

Conflict

(1.1) In the event of a conflict between the regulations referred to in clause (1) (a) and the code referred to in clause (1) (b), or between the regulations referred to in clause (1) (a) and the rules referred to in clause (1) (c), the regulations prevail. 2015, c. 29, s. 3 (3).

Consumer acknowledgments and signatures

(2) If a supplier enters into a contract with a consumer, the supplier shall ensure that the consumer provides such acknowledgments and signatures as may be prescribed, in such form or manner as may be prescribed, and respecting such information or matters as may be prescribed. 2010, c. 8, s. 12 (2).

Information, etc., not permitted in contracts

(3) A contract with a consumer shall not contain or be accompanied by such information or requirements or obligations, as may be prescribed. 2010, c. 8, s. 12 (3).

Text-based copy of contract

13. (1) If a supplier enters into a contract with a consumer, the supplier shall deliver a text-based copy of the contract to the consumer within the prescribed time. 2010, c. 8, s. 13 (1).

Copy in prescribed form

(2) Where a supplier enters into a contract with a consumer and the consumer is a member of a prescribed class of consumers, the supplier shall, within the prescribed time, provide the consumer with a copy of the contract in such form as may be prescribed, if the consumer requests it. 2010, c. 8, s. 13 (2).

Contract deemed void

(3) A contract is deemed to be void in accordance with section 16, in any of the following circumstances:

1. If no request is made under subsection (2) and the supplier fails to deliver a copy of the text-based contract in accordance with subsection (1).
2. If a request is made under subsection (2) and the supplier fails to provide a copy of the contract in the prescribed form.
3. If a request is made under subsection (2) and the supplier fails to provide a copy of the contract in the prescribed time. 2010, c. 8, s. 13 (3).

Requirement of acknowledgment of receipt

14. For the purposes of this Part, a requirement that a contract be delivered or provided to a consumer includes a requirement that the consumer acknowledges, in such form or manner as may be prescribed, that the consumer has received it and the consumer is deemed to have acknowledged receipt at the prescribed time. 2010, c. 8, s. 14.

Need for verification of contract

15. (1) If a text-based copy of the contract has been delivered to a consumer in accordance with subsection 13 (1) or a copy of the contract has been provided in accordance with subsection 13 (2), the contract is deemed to be void unless it is verified by a person who meets such conditions and qualifications as may be prescribed. 2010, c. 8, s. 15 (1).

Persons not permitted to verify contract

(2) Despite subsection (1), a contract shall not be verified by persons or classes of persons as may be prescribed. 2010, c. 8, s. 15 (2).

Verification in accordance with regulations

(3) A person may verify a contract only in accordance with the regulations. 2010, c. 8, s. 15 (3).

Timing of verification

(4) Unless otherwise prescribed, a person may verify the contract under subsection (2) no earlier than the 10th day and no later than the 60th day following the day on which a copy of the contract is delivered or provided to the consumer in accordance with section 13. 2010, c. 8, s. 15 (4).

Consumer notice that contract not verified

(5) The consumer may, in accordance with the regulations, give notice to not have the contract verified, at any time before the verification of the contract under this section. 2010, c. 8, s. 15 (5).

Application of subss. (1) to (5)

(6) Subsections (1), (2), (3), (4) and (5) apply with respect to contracts entered into on or after the day on which this section comes into force. 2010, c. 8, s. 15 (6).

Contract deemed void

16. (1) A contract is deemed to be void if,

Note: On January 1, 2017, the day named by proclamation of the Lieutenant Governor, subsection 16 (1) of the Act is amended by adding the following clause: (See: 2015, c. 29, s. 4)

- (0.a) the contract is entered into as the result of a contravention of subsection 9.1 (1) or the rules established under subsection 9.2 (1);
- (a) at the time the consumer enters into the contract the consumer does not provide the acknowledgments and signatures required under subsection 12 (2);
- (b) a text-based copy of the contract is not delivered to the consumer in accordance with subsection 13 (1);
- (c) a text-based copy of the contract is delivered to the consumer in accordance with subsection 13 (1) and,

- (i) the contract is not verified in accordance with section 15, or
- (ii) the consumer gives notice in accordance with subsection 15 (5) to not have the contract verified;
- (d) a copy of the contract is not provided to the consumer in the prescribed form in accordance with subsection 13 (2), if requested by the consumer;
- (e) a copy of the contract is provided to the consumer in the prescribed form in accordance with subsection 13 (2), if requested by the consumer and,
 - (i) the contract is not verified in accordance with section 15, or
 - (ii) the consumer gives notice in accordance with subsection 15 (5) to not have the contract verified; or
- (f) the prescribed circumstances apply. 2010, c. 8, s. 16 (1).

No cause of action

(2) No cause of action against the consumer arises as a result of a contract being deemed to be void under subsection (1) or as a result of the operation of subsection (4). 2010, c. 8, s. 16 (2).

Refund within prescribed time

(3) Within a prescribed number of days after a contract is deemed to be void under this section, the supplier shall refund to the consumer the money paid by the consumer under the contract. 2010, c. 8, s. 16 (3).

Consequences of contract being deemed to be void

(4) If a contract is deemed to be void under this section, the consumer shall not be liable for any obligations under the contract or a related agreement, including obligations purporting to be incurred as cancellation charges, administration charges or any other charges or penalties. 2010, c. 8, s. 16 (4).

Application of ss. 15 (1) to (5) and 16 (1) (c) and (e)

17. (1) Subsections 15 (1) to (5) and clauses 16 (1) (c) and (e) do not apply to the following contracts:

1. A contract negotiated and entered into as a result of a consumer contacting a supplier, unless the contact occurs within 30 days after the supplier contacts the consumer.
2. A contract entered into by a consumer's response to a direct mail solicitation from a supplier.
3. An internet agreement within the meaning of Part IV of the *Consumer Protection Act, 2002*. 2010, c. 8, s. 17 (1).

Same

(2) For the purpose of paragraph 1 of subsection (1), a supplier is deemed not to have contacted a consumer if the sole contact by the supplier is through the dissemination of an advertisement that is seen or heard by the consumer. 2010, c. 8, s. 17 (2).

Note: On January 1, 2017, the day named by proclamation of the Lieutenant Governor, section 17 of the Act is repealed. (See: 2015, c. 29, s. 5)

Renewals, extensions and amendments of contracts

18. (1) A contract with a consumer may be renewed or extended or amended only in accordance with the regulations. 2010, c. 8, s. 18 (1).

Application of subs. (1)

(2) Subsection (1) applies to,

- (a) the renewal or extension of any contract that would, if not renewed or extended, expire after subsection (1) comes into force; and
- (b) the amendment of any contract that would have effect after subsection (1) comes into force,

whether the contract was made before or after subsection (1) comes into force. 2010, c. 8, s. 18 (2).

Cancellation of contracts**Cancellation, cooling-off period**

19. (1) A consumer may, without any reason, cancel a contract at any time from the date of entering into the contract until 10 days after,

- (a) a text-based copy of the contract, or a copy of the contract in the form required under subsection 13 (2) if applicable, is delivered to the consumer; and
- (b) the consumer acknowledges its receipt in accordance with section 14. 2010, c. 8, s. 19 (1).

Same, contract does not meet requirements

(2) A consumer may cancel a contract at any time after the date of entering into the contract if the requirements referred to in subsection 12 (1) are not met. 2010, c. 8, s. 19 (2).

Same, unfair practices

(3) A consumer may cancel a contract at any time after the date of entering into the contract if the supplier engages in an unfair practice. 2010, c. 8, s. 19 (3).

Same, other prescribed circumstances

(4) A consumer may cancel a contract under such other circumstances as may be prescribed. 2010, c. 8, s. 19 (4).

Same, without cause

(5) In addition to any other rights under this Part, a consumer may cancel a contract at any time and without cause, but the consumer must give the prescribed period of notice of cancellation. 2010, c. 8, s. 19 (5).

Application

20. (1) Subsections 19 (1) and (2) apply with respect to contracts entered into on or after the day on which this subsection comes into force. 2010, c. 8, s. 20 (1).

Same

(2) Subsection 19 (3) applies with respect to contracts entered into on or after the day on which this subsection comes into force. 2010, c. 8, s. 20 (2).

Same

(3) Subsection 19 (4) applies with respect to contracts entered into on or after the day on which this subsection comes into force. 2010, c. 8, s. 20 (3).

Same

(4) Subsection 19 (5) applies with respect to contracts entered into on or after the day on which this subsection comes into force. 2010, c. 8, s. 20 (4).

No required form of cancellation

21. (1) Cancellation of a contract by a consumer pursuant to this Part may be expressed in any way, as long as it indicates the intention of the consumer to cancel the contract. 2010, c. 8, s. 21 (1).

Notice of cancellation

(2) Unless the regulations provide otherwise, the notice of cancellation shall be in writing. 2010, c. 8, s. 21 (2).

Means of delivery

(3) A notice of cancellation may be given to a supplier by any means that provides evidence of the date on which the consumer delivered or sent the notice, including personal delivery, registered mail, courier or fax. 2010, c. 8, s. 21 (3).

When given

(4) Where notice of cancellation is given other than by personal delivery, the notice is deemed to have been given to the supplier when delivered or sent in accordance with subsection (3). 2010, c. 8, s. 21 (4).

When effective

(5) Unless otherwise prescribed, if a contract is cancelled pursuant to section 19, the cancellation takes effect on such day as is prescribed or as is determined in accordance with the regulations. 2010, c. 8, s. 21 (5).

Extended meaning of contract

(6) For the purposes of subsections (1), (2) and (3) and 23 (1), (2) and (3), the term "contract" is deemed to include such other agreements as may be prescribed between the consumer and the retailer or its affiliates. 2010, c. 8, s. 21 (6).

Cancellation fees and other obligations**Cancellations, s. 19 (1), (2) or (3)**

22. (1) A consumer who cancels a contract under subsection 19 (1), (2) or (3) is not liable for,

(a) any obligations in respect of the cancellation, including obligations purporting to be incurred as cancellation charges, administration charges or any other charges or fees; or

(b) any monetary obligations under the contract respecting any period after the cancellation takes effect. 2010, c. 8, s. 22 (1).

Same, s. 19 (4) or (5)

(2) A consumer who cancels a contract under subsection 19 (4) or (5) is liable for,

(a) such class or classes of obligations, including charges or fees, in respect of the cancellation as may be prescribed and no others, but in no case is the consumer liable for any monetary obligations that are prescribed as excluded from liability or for more than any prescribed amount of such monetary obligations or any amount determined in accordance with the regulations; and

(b) such class or classes of monetary obligations under the contract as may be prescribed, respecting any period after the cancellation takes effect, but in no case is the consumer liable for more than any prescribed amount of such obligations or any amount determined in accordance with the regulations. 2010, c. 8, s. 22 (2).

Refunds on cancellation**Cancellation, s. 19 (1) or (3)**

23. (1) Within such time period as may be prescribed, after a cancellation takes effect under subsection 19 (1) or (3), the supplier shall refund to the consumer any amount paid by the consumer under the contract. 2010, c. 8, s. 23 (1).

Same, s. 19 (2)

(2) Within such time period as may be prescribed, after a cancellation under subsection 19 (2) takes effect, the supplier shall refund to the consumer the amount prescribed by regulation or determined in accordance with the regulations. 2010, c. 8, s. 23 (2).

Same, s. 19 (4)

(3) Within such time period as may be prescribed, after a cancellation under subsection 19 (4) takes effect, the supplier shall refund to the consumer the amount, if any, prescribed by regulation or determined in accordance with the regulations. 2010, c. 8, s. 23 (3).

Return of pre-payment

24. Within such time period as may be prescribed, after a cancellation under subsection 19 (2), (4) or (5) takes effect, the supplier shall refund any amount paid by the consumer under the contract before the day the cancellation took effect in respect of electricity or gas that was to be sold on or after that day. 2010, c. 8, s. 24.

Retailer to ensure reading of consumer's meter

25. (1) If a consumer gives notice of a cancellation under subsection 21 (2) with respect to a contract for the provision of electricity, the retailer shall promptly notify the distributor that the contract has been cancelled and the distributor shall read the consumer's electricity meter within the prescribed period. 2010, c. 8, s. 25 (1).

Retailer responsible for additional costs

(2) The retailer is responsible for the payment to the distributor of any additional costs that are incurred by the distributor to ensure compliance with this section. 2010, c. 8, s. 25 (2).

No cause of action for cancellation

26. No cause of action against the consumer arises as a result of the cancellation of a contract under this Part. 2010, c. 8, s. 26.

Right of action in case of dispute

27. A consumer may commence an action against the supplier to recover the amount provided in subsection 28 (2) and in addition may seek such other damages or relief as are provided in subsection 28 (3),

- (a) if the consumer has cancelled a contract under this Part; or
- (b) if the contract is deemed to be void under section 16 and,

the consumer has not received a refund within such time period as may be prescribed after the effective date of cancellation or the day the contract is deemed void. 2010, c. 8, s. 27.

Action in Superior Court of Justice

28. (1) If a consumer has a right to commence an action under this Act, the consumer may commence the action in the Superior Court of Justice. 2010, c. 8, s. 28 (1).

Judgment

(2) If the consumer is successful in an action commenced under section 27, unless in the circumstances it would be inequitable to do so, the court shall order that the consumer recover,

- (a) in the case of a cancellation under subsection 19 (2), (4) or (5), all of the money paid by the consumer under the contract;
- (b) in the case of a cancellation under subsection 19 (1) or (3), twice the amount of the money paid by the consumer under the contract; and
- (c) in the case of a contract that is deemed to be void, twice the amount of the money paid by the consumer under the contract. 2010, c. 8, s. 28 (2).

Same

(3) In addition to any order that may be made under subsection (2), the court may order exemplary or punitive damages or such other relief as the court considers proper. 2010, c. 8, s. 28 (3).

Evidence

(4) In the trial of an issue under this section, oral evidence respecting an unfair practice is admissible despite the existence of a written contract or written agreement and despite the fact that the evidence pertains to a representation in respect of a term, condition or undertaking that is or is not provided for in the contract or agreement. 2010, c. 8, s. 28 (4).

Waiver of notice

29. If a consumer is required to give notice under this Part in order to obtain a remedy, a court may disregard the requirement to give the notice or any requirement relating to the notice if it is in the interest of justice to do so. 2010, c. 8, s. 29.

Review of Part II of Act

30. (1) The Minister may require the Board to review Part II of the Act and the regulations made under Part II three years after this Part comes into force. 2010, c. 8, s. 30 (1).

Report

(2) If a review is required by the Minister under subsection (1), the Board shall prepare a report as expeditiously as possible on its review and, in the report, the Board may recommend changes to Part II and the regulations made under Part II. 2010, c. 8, s. 30 (2).

PART III SUITE METERING

Definitions

31. In this Part,

“bulk meter” means a device used to measure the aggregate electricity consumption of a multi-unit complex, and includes any associated equipment, systems and technologies, but does not include a meter; (“compteur collectif”)

“consumer” means a person who uses, for the person’s own consumption, electricity that the person did not generate; (“consommateur”)

“meter” means a device used to measure electricity consumption and includes any associated equipment, systems and technologies, but does not include a bulk meter; (“compteur”)

“multi-unit complex” means,

- (a) a building or related group of buildings in which two or more units are located,
- (b) a residential complex as such term is defined in subsection 2 (1) of the *Residential Tenancies Act, 2006*,
- (c) a building that forms part of a property as defined in the *Condominium Act, 1998*, or
- (d) such other properties or classes of properties as may be prescribed,

but excludes such properties or classes of properties as may be prescribed; (“ensemble collectif”)

“suite meter” means a unit smart meter or a unit sub-meter; (“compteur individuel”)

“suite meter data” means data derived from a suite meter, including data related to the consumption of electricity as measured by the suite meter; (“données de compteur individuel”)

“suite metering” means unit smart metering or unit sub-metering; (“activités liées aux compteurs individuels”)

“suite meter provider” means a unit smart meter provider or unit sub-meter provider; (“fournisseur de compteurs individuels”)

“suite meter specifications” has the same meaning as in subsection 32 (2); (“caractéristiques des compteurs individuels”)

“unit” means,

- (a) a residential unit as such term is defined in the *Residential Tenancies Act, 2006*,
- (b) a rental unit as such term is defined in the *Residential Tenancies Act, 2006*,
- (c) a unit as such term is defined in the *Condominium Act, 1998*, or
- (d) such other properties or classes of properties as may be prescribed,

but excludes such properties or classes of properties as may be prescribed; (“unité”)

“unit meter” means a meter used to measure the electricity consumption of a unit or part of a unit, and includes any associated equipment, systems and technologies, but excludes any prescribed class of meters for any prescribed class of properties in any prescribed circumstances; (“compteur d’unité”)

“unit smart meter” means a unit meter that is installed by a distributor in a unit of a multi-unit complex where the multi-unit complex is not connected to a bulk meter, and includes such other meters as may be prescribed; (“compteur intelligent d’unité”)

“unit smart metering” means such activities in relation to unit smart meters in multi-unit complexes as may be prescribed, under such circumstances as may be prescribed, for such classes of property or classes of consumers as may be prescribed, subject to such conditions as may be prescribed; (“activités liées aux compteurs intelligents d’unité”)

“unit smart meter provider” means a distributor licensed by the Board to engage in unit smart metering; (“fournisseur de compteurs intelligents d’unité”)

“unit sub-meter” means a unit meter that is installed by a unit sub-meter provider in a unit of a multi-unit complex where the multi-unit complex is connected to a bulk meter, and includes such other meters as may be prescribed; (“compteur divisionnaire d’unité”)

“unit sub-metering” means such activities in relation to unit sub-meters in multi-unit complexes as may be prescribed, under such circumstances as may be prescribed, for such classes of property or classes of consumers as may be prescribed, subject to such conditions as may be prescribed; (“activités liées aux compteurs divisionnaires d’unité”)

“unit sub-meter provider” means a person, including a distributor, licensed by the Board to engage in unit sub-metering, or such other persons or classes of persons as may be prescribed. (“fournisseur de compteurs divisionnaires d’unité”) 2010, c. 8, s. 31; 2013, c. 3, s. 57.

Suite meter specifications

32. (1) When a suite meter provider installs a suite meter or replaces an existing meter or suite meter, the suite meter provider shall use a suite meter that meets the suite meter specifications. 2010, c. 8, s. 32 (1).

Definition, specifications

(2) In this section,

“suite meter specifications” means the specifications that are prescribed by regulation or mandated by a code issued by the Board or by an order of the Board, or meet the criteria or requirements prescribed by regulation or mandated by a code issued by the Board or by an order of the Board, under the circumstances prescribed by regulation or mandated by a code issued by the Board or by an order of the Board in respect of,

- (a) types, classes or kinds of suite meters,
- (b) properties or classes of properties, and
- (c) consumers or classes of consumers. 2010, c. 8, s. 32 (2).

Requirements to take certain actions

(3) A regulation, code or order referred to in the definition of “suite meter specifications” in subsection (2) may require that a suite meter provider take certain actions and may require that the actions be taken within a specified time. 2010, c. 8, s. 32 (3).

Exclusive authority of Board

(4) A regulation referred to in the definition of “suite meter specifications” in subsection (2) may provide the Board with exclusive authority to approve or authorize the suite meters after a prescribed date. 2010, c. 8, s. 32 (4).

Obligations of distributors, etc., re procurement, contracts or arrangements

(5) When a suite meter provider enters into a procurement process, contract or arrangement in relation to suite metering, the procurement process, contract or arrangement shall meet any criteria or requirements that may be prescribed by regulation or mandated by a code issued by the Board or by an order of the Board. 2010, c. 8, s. 32 (5).

Installation of suite meters permitted

33. (1) A suite meter provider may, in such circumstances as may be prescribed and subject to such conditions as may be prescribed, install a suite meter in such properties or classes of properties as may be prescribed and for such consumers or classes of consumers as may be prescribed. 2010, c. 8, s. 33 (1).

Installation of suite meters required

(2) Such persons or classes of persons as may be prescribed shall, in such circumstances as may be prescribed and subject to such conditions as may be prescribed, have a suite meter installed by a suite meter provider in such properties or classes of properties as may be prescribed and for such consumers or classes of consumers as may be prescribed. 2010, c. 8, s. 33 (2).

Same, condominiums

(3) The provisions of subsections (1) and (2) apply despite a registered declaration made in accordance with the *Condominium Act, 1998*, if a suite meter is installed in accordance with this section in respect of a unit of a condominium. 2010, c. 8, s. 33 (3).

Use of suite meters for billing permitted

34. (1) Subject to subsection (6), if a suite meter is installed in accordance with section 33 or in such circumstances as may be prescribed in respect of a unit of a prescribed class of properties, a suite meter provider may, in the prescribed circumstances, subject to the prescribed conditions and for the prescribed consumers or prescribed classes of consumers, bill the consumer based on the consumption or use of electricity by the consumer in respect of the unit as measured by the suite meter. 2010, c. 8, s. 34 (1).

Use of meters for billing required

(2) Subject to subsection (6), if a suite meter is installed in accordance with section 33 in respect of a unit of a prescribed class of properties, a suite meter provider shall, in the prescribed circumstances and subject to the prescribed conditions, and for the prescribed consumers or prescribed classes of consumers, bill the consumer based on the consumption or use of electricity by the consumer in respect of the unit as measured by the suite meter. 2010, c. 8, s. 34 (2).

Use of meters prohibited

(3) Except as provided in subsections (1) and (2), no person shall bill a prescribed class of consumers for electricity consumed in a unit of a prescribed class of properties as measured by a suite meter. 2010, c. 8, s. 34 (3).

Energy efficiency, etc.

(4) For the purposes of subsections (1) and (2), prescribed circumstances or prescribed conditions may include, but are not limited to, circumstances or conditions relating to energy efficiency, energy conservation or meter functionality. 2010, c. 8, s. 34 (4).

Priority over registered declaration

(5) Subsections (1) and (2) apply in priority to any registered declaration made in accordance with the *Condominium Act, 1998* or any by-law made by a condominium corporation registered in accordance with that Act and shall take priority over the declaration or by-law to the extent of any conflict or inconsistency, if a suite meter is installed in accordance with section 33 in respect of a unit of a condominium. 2010, c. 8, s. 34 (5).

Requirement to provide information

(6) If a suite meter is installed in accordance with section 33 in respect of a unit of a prescribed class of properties for a prescribed class of consumers, the suite meter provider or such other persons or class of persons as may be prescribed shall, in the prescribed circumstances, provide the consumer or such other persons or class of persons as may be prescribed with such information as may be prescribed, at such time as may be prescribed, presented in such form and manner as may be prescribed. 2010, c. 8, s. 34 (6).

No billing of consumer based on time of use

(7) A regulation made in respect of subsection (6) may provide that the suite meter provider shall not bill the consumer based on the consumption or use of electricity by the consumer in respect of the unit, if at the time of the billing there is outstanding non-compliance with subsection (6). 2010, c. 8, s. 34 (7).

PART IV REGULATIONS

Regulations, general

35. (1) The Lieutenant Governor in Council may make regulations prescribing anything that is required or permitted to be prescribed or that is required or permitted to be done in accordance with the regulations or as provided in the regulations. 2010, c. 8, s. 35 (1).

Same

(2) The Lieutenant Governor in Council may make regulations,

- (a) exempting any person or class of persons from any provision of this Act, subject to such conditions or restrictions as may be prescribed by the regulations;
- (b) defining any word or expression used in this Act that is not defined in this Act. 2010, c. 8, s. 35 (2).

Same, Part II

(3) For the purposes of Part II, the Lieutenant Governor in Council may make regulations,

- (a) prescribing the amount of electricity and gas for the purposes of the definition of "consumer" in section 2;
- (b) prescribing forms, media and formats for the purposes of the definition of "text-based" in section 2 and forms, media and formats that are excluded from the definition;
- (c) prescribing formats for electronic information for the purposes of subsection 7 (4);
- (d) prescribing requirements for the purposes of subsection 7 (5);
- (e) governing disclosure requirements for the purposes of subsection 8 (1);
- (f) prescribing the manner of determining the price a retailer charges for electricity and the requirements used in determining it for the purposes of section 9;

Note: On January 1, 2017, the day named by proclamation of the Lieutenant Governor, clause 35 (3) (f) of the Act is amended by striking out "the price a retailer charges for electricity" and substituting "the price a supplier charges for electricity or gas". (See: 2015, c. 29, s. 6 (1))

- (g) governing unfair practices;
- (h) governing consumer contracts;

Note: On January 1, 2017, the day named by proclamation of the Lieutenant Governor, subsection 35 (3) of the Act is amended by adding the following clause: (See: 2015, c. 29, s. 6 (2))

- (h.1) providing for rules for the purposes of section 9.3;

- (i) prescribing the persons or classes of persons acting on behalf of the account holder for the purposes of subsection 11 (4);
- (j) for the purposes of subsection 12 (1),
 - (i) governing information required to be contained in contracts, the form and manner of its presentation and the circumstances under which the information is to be provided,
 - (ii) governing what information is required in the information and documents that must accompany contracts, the languages in which the information and documents may be provided, the form and manner of their presentation and the circumstances under which they are to be provided, and
 - (iii) providing that such a regulation prevails over any code governing the conduct of a retailer issued by the Board under section 70.1 of the *Ontario Energy Board Act, 1998* or any rules that apply to gas marketing made by the Board under clause 44 (1) (c) of the *Ontario Energy Board Act, 1998*;
- (k) for the purposes of subsection 12 (2), governing acknowledgments and signatures, prescribing their form or manner and respecting information and matters to which they apply;
- (l) governing information, requirements or obligations that shall not be contained in or accompany any contract;
- (m) governing the time in which a supplier must deliver a text-based copy of a contract to a consumer for the purposes of subsection 13 (1);
- (n) prescribing the class or classes of consumers that may receive a contract in a prescribed form and within a prescribed time for the purposes of subsection 13 (2);
- (o) governing acknowledgment of delivery of contracts and prescribing the time or the manner of determining the time in which the consumer is deemed to have acknowledged receipt of the contract for the purposes of section 14;
- (p) governing the verification under section 15, including,
 - (i) the conditions and qualifications of the persons or class of persons who verified the contract,
 - (ii) the persons or class of persons who are excluded from verifying contracts, and
 - (iii) the notice given by a consumer under subsection 15 (5) not to have the contract verified;
- (q) prescribing the circumstances in which a contract is deemed void and respecting the number of days or the manner of calculating the number of days after which a contract is deemed void for the purposes of section 16;
- (r) governing the renewal, extension or amendment of contracts under Part II;
- (s) prescribing circumstances under which a contract may be cancelled under subsection 19 (4) and the prescribed period of notice a consumer must give to cancel a contract under subsection 19 (5);
- (t) governing the cancellation of contracts by a consumer, including governing notice of cancellation of a contract and when a cancellation takes effect;
- (u) prescribing what agreements may be included in the term "contract" for the purposes of subsection 21 (6);
- (v) respecting the class of obligations, including charges or fees and amount of the obligations for the purposes of section 22 and respecting the amount of obligations that are excluded from liability, as well as the amount of such monetary obligations or any other amount;
- (w) governing the liability of consumers who cancel a contract under subsections 19 (4) and (5) and distinguishing between cancellations under subsections 19 (4) and (5);
- (x) governing refunds to the consumer after a cancellation of a contract takes effect, the time or the manner of calculating the time in which a refund must be paid and the amount of the refund or the manner of determining the refund for the purposes of section 23;
- (y) prescribing the time period or the manner of determining the time period in which a refund is to be paid to a consumer for the purposes of section 24;
- (z) governing the period in which a distributor is to read a consumer's electricity meter under subsection 25 (1). 2010, c. 8, s. 35 (3).

Same, Part III

- (4) For the purposes of Part III, the Lieutenant Governor in Council may make regulations,
 - (a) prescribing properties or classes of properties for the purposes of the definition of "multi-unit complexes" in section 31 and excluding properties or classes of properties for the purposes of that definition;
 - (b) prescribing properties or classes of properties for the purposes of the definition of "unit" in section 31 and excluding properties or classes of properties for the purposes of that definition;
 - (c) prescribing classes of meters, classes of properties and circumstances for the purposes of the definition of "unit meter" in section 31;
 - (d) prescribing other meters for the purposes of the definition of "unit smart meter" in section 31;
 - (e) prescribing, for the purposes of the definition of "unit smart metering" in section 31,
 - (i) activities in relation to unit smart meters in multi-unit complexes,
 - (ii) circumstances in which activities may be carried out in relation to unit smart meters,
 - (iii) classes of properties or classes of consumers,
 - (iv) conditions that may apply to carrying out the activities referred to in that definition;
 - (f) prescribing meters for the purposes of the definition of "unit sub-meter" in section 31;
 - (g) prescribing, for the purposes of the definition of "unit sub-metering" in section 31,
 - (i) activities in relation to unit sub-meters in multi-unit complexes,
 - (ii) circumstances in which activities may be carried out in relation to unit sub-meters,

- (iii) classes of properties or classes of consumers,
- (iv) conditions that may apply to carrying out the activities referred to in that definition;
- (h) prescribing persons or classes of persons for the purposes of the definition of "unit sub-meter provider" in section 31;
- (i) governing suite meter specifications for the purposes of section 32, including prescribing,
 - (i) types, classes or kinds of suite meters,
 - (ii) properties or classes of properties,
 - (iii) consumers or classes of consumers, and
 - (iv) criteria or requirements that must be met with respect to subclauses (i), (ii) and (iii);
- (j) prescribing a date after which the Board has exclusive authority to approve or authorize suite meters;
- (k) prescribing criteria or requirements that a suite meter provider must satisfy when entering into a procurement process, contract or arrangement for the purposes of subsection 32 (5);
- (l) prescribing, for the purposes of section 33, the persons or classes of persons who are required to install suite meters, the circumstances in which such persons or classes of persons are required to install suite meters, the circumstances in which a suite meter provider is permitted to install suite meters, the properties or classes of properties where they may or must be installed and the consumers or classes of consumers to which the regulation may or must apply;
- (m) prescribing, for the purposes of subsection 34 (1), the circumstances in which that subsection applies, the conditions to which that subsection is subject, the circumstances in which a suite meter provider is permitted to bill consumers based on their consumption or use of electricity, the classes of properties in respect of which such billing is permitted and the consumers or classes of consumers who may or must be so billed;
- (n) prescribing, for the purposes of subsection 34 (2), the conditions to which that subsection is subject, the circumstances in which a suite meter provider is required to bill consumers based on their consumption or use of electricity, the classes of properties in respect of which such billing is permitted and the consumers or classes of consumers who may or must be so billed;
- (o) prescribing classes of consumers and classes of properties for the purposes of subsection 34 (3);
- (p) prescribing, for the purposes of subsection 34 (6),
 - (i) classes of properties and classes of consumers,
 - (ii) persons or classes of persons, and
 - (iii) information and the form and manner of the presentation of the information. 2010, c. 8, s. 35 (4).

Same, transition

(5) The Lieutenant Governor in Council may make regulations governing transitional matters that, in the opinion of the Lieutenant Governor in Council, are necessary or desirable to facilitate the implementation of this Act. 2010, c. 8, s. 35 (5).

36.-39. OMITTED (AMENDS, REPEALS OR REVOKES OTHER LEGISLATION). 2010, c. 8, ss. 36-39.

40. OMITTED (PROVIDES FOR COMING INTO FORCE OF PROVISIONS OF THIS ACT). 2010, c. 8, s. 40.

41. OMITTED (ENACTS SHORT TITLE OF THIS ACT). 2010, c. 8, s. 41.

Français