

November 15, 2017 (Rev. Feb. 21, 2023)

## Energy Retailers

The Ontario Energy Board (OEB) regulates electricity retailers and wholesalers, and persons marketing natural gas to low-volume consumers. Energy retailers must be licensed by the OEB, and must comply with all the conditions and codes of their licence. Retailers often solicit business door-to-door and consumers should understand how resellers need to conduct themselves.

The OEB [Electricity Retailer Code of Conduct](#) and OEB [Gas Marketer Code of Conduct](#) regulate fair marketing practices, disclosures, price comparisons, proper sales staff training and certification, consumer complaints, and confidentiality.

### Fair Marketing Practices for Retail Customers

A door-to-door salesperson shall:

- give their name and their company's name to the consumer, and state that the retailer is not the consumer's electricity utility or associated with the OEB or the Ontario Government;
- provide the consumer with a business card that meets Code of Conduct requirements;
- display an identification badge that meets Code of Conduct requirements;
- state the price to be paid and the term under the contract,
- not exert undue pressure on a consumer;
- allow a consumer sufficient opportunity to read all documents provided;
- not make any offer or provide any promotional material to a consumer that is inconsistent with the contract being offered to the consumer; and
- not make any representation or statement that is false or is likely to mislead a consumer.

The Ontario Federation of Agriculture **does not recommend one retailer or marketer** over another. If such a claim is made it is false, so please report it to OFA. Visit OEB to find the [14 Retailers Currently Active In Ontario](#) and [Complaints Against Energy Retailers \(By Company\)](#).

### Other Energy Bill Costs

If you switch to an energy retailer, the contract only applies to part of your bill; you still pay other charges to your utility such as natural gas or electricity delivery costs and the Global Adjustment (GA). The GA accounts for the differences between market price of electricity and rates paid to regulated and contracted generators, plus costs for conservation programs.

GA is included in time-of-use and tiered rates and not shown as a separate line item on the electricity bills of small customers. For mid-sized and large businesses, GA is a separate bill line item. If you enter an electricity retailer contract, you pay GA on top of the contract price, and you will also see GA itemized as a separate line on your bill.

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## After You Sign

The contract is a legal agreement between you and an energy retailer. When a retailer has broken the rules, the OEB can take enforcement action set out in legislation, including, impose a penalty or fine up to \$1 million per day or suspend or take away an energy retailer's licence.

- **You Must Receive A Copy Of The Energy Contract** : The retailer must provide you with a written contract, including all terms and conditions, and you must acknowledge its receipt.
- The energy contract must contain a description of your cancellation circumstances and the amount of any cancellation fees you may have to pay in each circumstance.
- **10-day “cooling-off” period:** After you receive the contract, read it in detail. Research any questions, including whether the contract will impact any equal payment plan with your utility. You may cancel the contract any time during this 10-day period without penalty. Your service will continue without interruption.
- **Confirming the contract.** You need to confirm acceptance of the contract. You will be contacted by phone 10-45 days after you received the contract to confirm that you wish to continue with it. The call must be recorded. If you want a copy of the recording, it must be sent to you within 10 days. If you state that you do not want to continue the contract, you do not pay a cancellation fee and your energy service will continue without interruption.
- You can cancel up to **30 days after your second bill without penalty**. You need to pay those bills. You will be switched back to your utility without service interruption.
- You may have to **pay a cancellation fee** if you have confirmed an energy contract and you cancel it **more than 30 days after your second bill** under the contract.
- **Caps on cancellation fees.** The *Energy Consumer Protection Act, 2010* allows you to cancel a contract for different reasons. In some cases, you do not pay any cancellation fees. However, if you cancel an energy contract more than 30 days after you receive your second bill under the contract simply because you no longer wish to purchase gas or electricity from the energy retailer, you may be charged a cancellation fee.

The maximum cancellation fee for most residential consumers is \$50 for natural gas, electricity or both. A typical residential consumer uses about 9,000 kWh of electricity and 2,300 m<sup>3</sup> less cubic meters of natural gas per year. Small businesses or those with high electricity or gas use, (over 15,000 kWh or 3,500 m<sup>3</sup> of gas during the year before the contract is cancelled), have different cancellation fee calculations.

## Renewals and Extensions

- You do not have to renew or extend your energy contract. You may choose to go back to buying your energy from your electricity and/or natural gas utility. Either way, your home or small business will not have service interruption.

If you decide to renew or extend, the retailer must give you the following documents, if they do not, call the OEB; renewed or extended energy contract; form that describes any changes to your energy contract; Disclosure Statement with information about energy contracts from the OEB. Price Comparisons, depending on what your current energy contract covers.

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- **No Automatic renewal or extension** If you want to renew or extend your energy contract, you must send signed copies of the renewal or extension form, the Disclosure Statement and the Price Comparison(s) back to the energy retailer. Or the energy retailer can ask you to renew or extend by phone.
  - **Compare prices.** Review the new price offer and the prices charged by your utility: The price charged by your electricity utility is set by the OEB and can change every six months. This is known as the Regulated Price Plan; Prices charged by natural gas distributors are regulated by the OEB and can change every three months. Compare your own utility bill and the price offer for the contract using the [OEB Bill Calculator](#) for electricity and natural gas to compare contract and utilities.
  - **You can change your mind.** You can cancel the renewed or extended energy contract with no penalty: within 14 days after you renewed or extended the contract by telephone or by sending the renewal or extension form and other documents back to the energy retailer; to renew or extend the contract, it can also be cancelled within 30 days after you receive your second bill under the renewed or extended contract. You will still have to pay your bills.
  - **The renewal or extension form must include:**
    - a description of any changes to the energy contract for each renewal or extension option you have been offered. The only changes that are allowed are changes to the energy contract's termination date, the price under the contract and any changes required by law or the OEB's regulatory requirements;
    - a description of actions you should take if you want to renew or extend the contract; and
    - a place for you to sign if you do not wish to renew or extend the energy contract.
  - **If you want to renew or extend the energy contract, you must:**
    - clearly mark the option you have chosen on the renewal or extension form;
    - sign one copy of the renewal or extension form;
    - sign one copy of the Disclosure Statement and Price Comparison(s); and
    - return the signed renewal or extension form, Disclosure Statement and Price Comparison(s) to the energy retailer.

You may also take these actions through the energy retailer's website or by email. You may also renew or extend your energy contract by telephone, and the energy retailer may also telephone you to confirm whether you wish to renew or extend your energy contract. That call must include all the statements required by an OEB-approved script, and it must be recorded by the energy retailer. If you ask for a copy of the recording, it must be sent to you within 10 days.

### **Unsolicited Emails, Texts, Calls And In-Person Energy Service Visits**

- Energy customers cannot be disconnected for non-payment between November 15th and April 30th. If someone posing as a utility representative threatens to disconnect power during this ban period, do not respond. Contact your utility directly using the on your bill.
- Utilities will not ask for payment through a gift card, e-transfer or bitcoin.

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- The OEB will not contact a consumer unless the consumer contacted them first.
  - Be cautious about sharing personal information or utility account information with anyone. Know who you are dealing with. Always ask for the name of the person you are speaking with, the company they represent and their phone number.
  - If you are concerned, contact the utility or police.
  - A home energy assessment, inspection or home visit is **not** required to apply for the [Ontario Electricity Support Program \(OESP\)](#) or [Low-income Energy Assistance Program \(LEAP\)](#).
  - Phishing attacks are sophisticated. Use safe web browsing and email practices, and only access trusted sources, such as your utility's website exactly as it is displayed on your bill.
  - Visit [Consumer Protection Ontario](#) to learn more about your rights before, during or after you make a purchase. See CPO's [Consumer Beware List](#) to check a business' history before dealing with them or to read recent convictions and compliance notices.