

FORMAL LEGAL NOTICE – [REDACTED]

From:

Daryn Bozek

[REDACTED]
Peterborough, Ontario
K9J 0K8
Canada

To:

[REDACTED] Services Limited Partnership

Attn: Office of the President / Legal Department

[REDACTED]
Markham, ON L3R 5V4
Canada

[REDACTED] Legal Department
[REDACTED], Suite 400
Toronto, Ontario M2J 4R4

And to:

[REDACTED] Customer Care – Executive Escalations

Date:

12 / 05 / 2025

RE: FORMAL DISPUTE OF ACCOUNT, MISBILLING, FAILURE TO VALIDATE, AND IMPROPER COLLECTION ACTIVITY

Service Address: [REDACTED], Peterborough, ON

Account Status: Disputed

Collection Status: Improper / Unlawful

Customer: Incorrectly billed as “[REDACTED]”

To [REDACTED] Legal and Executive Customer Care:

I am writing to formally dispute the [REDACTED] account associated with [REDACTED], Peterborough. The account, as presently constructed, is unverified, incorrectly addressed, and legally unenforceable due to [REDACTED] ongoing administrative and billing errors, its failure to issue a proper statement of account, and its improper escalation to collections.

This Notice serves as a formal dispute, a demand for immediate suspension and recall of the account from collections, and a request for proper validation and correction.

1. Background & Timeline

1.1 Home closing and occupancy

- Between May 2024 and December 20, 2024, the home was unoccupied due to substantial renovation. No hot water usage occurred, and any attempt to bill during this period is improper under [REDACTED] own policies.
- The home closed on May 22, 2024, but was not occupied until December 20, 2024 due to renovation.
- The [REDACTED] was not installed or operational approximately 4 days prior to closing.
- [REDACTED] initially attempted to bill beginning May 2024, which was incorrect and adjusted to Dec 2024.

1.2 [REDACTED] acknowledged the correct billing date

- In conversations with [REDACTED] your representatives acknowledged the correct billing start date as December 20, 2024.
- However, [REDACTED] never issued a corrected bill or a revised statement reflecting this.

1.3 Billing irregularities

- [REDACTED] issued multiple invoices that were:
- Addressed to an individual named “[REDACTED]”
- Sent to [REDACTED], but not in my name
- Showing random, inconsistent billing practises
- Billing amounts are unknown from August 2025 not addressed to me remained unopened but in hand.
- Not aligned with any identifiable billing cycle
- Assumed not referencing a revised start date
- Not reflecting actual usage
- Not identifying the correct legal customer
- The dollar amounts varied unpredictably month-to-month (sometimes higher, sometimes lower), with no correlation to usage, billing cycles, or contract terms. These fluctuations were never explained, making verification impossible.

1.4 Last properly addressed invoice

- The last bill properly addressed to me was issued in August 2025.

- After that date, all bills reverted to [REDACTED]”, an individual who has no connection to this property or account. Prior to [REDACTED] was double billing to [REDACTED].

1.5 Failure to provide a statement of account

I initiated contact and repeatedly requested that [REDACTED] provide:

- an itemized statement
- corrected billing start date
- correct and consistent billing amounts.
- reconciliation of charges
- confirmation of total amount owing
- correct customer name
- From Summer 2025 through late 2025, [REDACTED] continued to issue misaddressed invoices, many addressed to [REDACTED] despite explicit instructions that no communication should occur until correction and validation. No corrected statement was ever sent via email or regular mail

XXXXXXXX provided none of these and were advised not to call me until received, statement never received, communications ceased.

Because [REDACTED] never provided a valid statement, no payments were made, and no consumer is legally required to pay an unverified or improperly addressed invoice.

1.6 Improper escalation to collections

Despite:

- incorrect billing,
- failure to correct the account,
- failure to identify the proper customer, and
- failure to provide the requested statement of account,

[REDACTED] escalated this matter to collections.

This escalation occurred without validating the debt, in contravention of Ontario law.

2. Legal Basis for Dispute

2.1 Consumer Protection Act, 2002 (Ontario)

Under sections 47–50, a supplier may not enforce payment or initiate collection where:

- charges have not been properly disclosed
- the consumer has disputed the charges

- the consumer has not received required documentation
- the consumer has not received a valid invoice addressed to them

██████████ failed in all of these obligations.

2.2 Collection and Debt Settlement Services Act

A debt collector cannot pursue collection where:

- the amount owing is disputed
- the account has not been validated
- errors in identity remain unresolved
- billing irregularities invalidate the claim

A collector must cease activity until verification is provided. ██████████ did not satisfy this requirement.

2.3 Contract law – inability to enforce unverified obligations

██████████ cannot enforce a payment obligation where:

- billing is issued to the wrong person
- the customer was denied itemized accounting
- the supplier acknowledged a correction but never issued it
- the customer was unable to verify the charges
- the supplier's own errors created the arrears

This is a clear breach of ██████████ duty of good faith and fair dealing.

2.4 Procedural defects in the original agreement

While not the primary basis for this dispute, it is noted that:

- The ██████████ agreement was executed under duress
- The builder threatened failure-to-close penalties
- The unit was not on site 4 days prior to closing.
- Customer on record rejecting the agreement as early as 2021.
- Written refusal was disclosed to legal counsel 2 years prior to closing and once agreement was received 15 days prior to closing.
- Beginning in 2021, years before closing, I repeatedly advised the builder ██████████ ██████████ that I did not consent to a rental water heater agreement and would be installing my own domestic hot water and hydronic system. ██████ lawyer was notified of this as early as 2022 and was instructed to secure cancellation of any rental agreement. These objections were fully known to the builder and ultimately disregarded when the agreement was forced under threat of closing penalties.

This reinforces [REDACTED] obligation to administer the contract flawlessly, something it has not done.

3. Current Dispute Position

3.1 The account remains in active dispute

I do not accept the validity of any outstanding balance, including the unverified amount previously shown as [REDACTED] has:

- Never validated it
- Never issued a corrected bill
- Never corrected the customer name
- Never corrected the billing start date
- Never issued a final statement
- Never reconciled inconsistent invoices

3.2 No payments were made

This is legally justified as [REDACTED] prevented verification by failing to issue proper documentation.

4. Required Actions [REDACTED]

You are hereby required to:

4.1 Immediately recall the file from collections

A disputed, unvalidated, incorrectly addressed debt cannot be pursued by a collector.

4.2 Cease all telephone contact, prior directive re-affirmed

This is not a new request. In the summer of 2025, I expressly instructed [REDACTED] that upon receipt of the verified statement I would call, but not to contact me until I received a complete statement of account with the correct monthly balances and an explanation as to why the Bills were never congruent leaving the billing dispute unresolved. XXXXXXXX continued calling despite that clear directive and failure to provide the statement of account from Dec 2024. My recollection is, I engaged [REDACTED] by telephone on two occasions only. During both calls I expressly instructed the representative not to contact me again by phone until a corrected, verified, itemized account statement was issued in my proper name. This instruction was acknowledged verbally. No corrected statement was ever sent, yet [REDACTED] nevertheless escalated to repeated telephone attempts and third-party collection action.

Accordingly, I am formally reaffirming that instruction:

██████████ and any collection agency acting on its behalf must immediately cease all telephone contact with me, including live calls, automated messages, and attempts to contact through masked or rotating numbers.

Telephone communication will remain prohibited unless and until all the following conditions have been met:

- ██████████ issues a full, corrected, itemized statement of account, in my name,
- The statement reflects the correct billing commencement date of December 2024,
- ██████████ rectifies all misaddressed billing errors, and
- The corrected statement is delivered to me both:
 - by email to ██████████, and
 - by regular mail ██████████, Peterborough, Ontario, K9J 0K8.

Until ██████████ completes these steps, all communication must be in writing only, and no telephone contact is permitted for any purpose. Once received with justification for the errors and a proposed resolution is supplied as outlined herein, I will call the designated number given for a specific representative who is knowledgeable about the account its history and comedy of errors.

4.3 Correct the customer name and service address, ██████████” is not associated with this property.

4.4 Provide a full and complete itemized statement

Including:

- Actual proper billing start date: December 20, 2024
- Month-by-month charges
- Credits or adjustments
- Explanation of all bill variations
- Correction of any incorrect invoices
- In a structured format that follows the intended charges.

4.5 Provide a written detailed explanation for billing irregularities, including why bills were issued to an unrelated individual.

4.6 Propose these 3 resolutions, of which I will choose to accept:

- Waiver of all charges to date due to ██████████ non-compliance and administrative errors
- Offer a buyout at true wholesale cost
- Provide the tank at no charge for the remainder of the rental term due to ██████████ breach and collection improprieties.

5. Reservation of Rights

Until ██████████ satisfies all obligations above:

- I dispute the entire account

- I dispute the validity of any outstanding balance
- I dispute the collections activity
- I reserve all rights to seek damages, including for improper collection and administrative negligence, filing requests have commenced including damages for undue harm and stress,.

6. Potential Damages and Claim Exposure

██████████ conduct has created measurable harm. Should this matter proceed to formal complaint or litigation, I will be seeking compensation for the following categories of damages, each of which is recognized under Ontario law:

6.1 Administrative Negligence and Improper Account Handling

██████████ repeated failure to correct the customer name, failure to validate the alleged account balance, and failure to issue a proper statement constitute administrative negligence.

This has required substantial time, effort, and intervention on my part, which is compensable.

6.2 Harassment and Distress Resulting from Improper Collection Activity

Despite the billing being in dispute and unverified, ██████████ escalated the matter to collections. Since that time:

- Collection calls have been placed repeatedly, including calls late in the evening
- Automated messages have been left
- The collector has attempted continuous contact despite being aware of the dispute
- Under section 22(6) of the Collection and Debt Settlement Services Act, calls during prohibited hours and continued collection activity after notice of dispute constitute unlawful collection practices.
- These actions have caused ongoing stress, anxiety, disruption of daily life, and reputational apprehension, all of which fall under compensable mental distress recognized in consumer-protection cases.
- These collection attempts occurred despite ██████████ knowledge that the account was in active dispute, which satisfies the statutory definition of prohibited collection conduct under s. 22(6) of the CDSA.
- Under s. 22(6) of the CDSA, continued collection attempts after notice of dispute constitute unlawful conduct.”

6.3 Reputational Harm and Potential Credit Damage

Because the debt is unvalidated and misaddressed, any transmission of this alleged debt to a credit bureau would constitute:

- Negligent misrepresentation
- Defamation by publication of false information
- Reputational harm and credit impairment

- If any negative credit reporting has occurred, I will be seeking damages and requesting correction under both the Consumer Reporting Act and common law.
- Any attempt to assign or report an unvalidated debt misaddressed to another individual constitutes negligent publication and exposes [REDACTED] to liability for consequential and aggravated damages.

6.4 Economic Duress and Penalty Exposure at the Time of Contract Execution

The agreement was not entered into freely, and the threat of closing penalties constitutes economic duress, a recognized damages category in contractual disputes.

6.5 Special Damages (Financial Costs Incurred)

I will also be seeking reimbursement for:

- Time spent compiling evidence
- Legal fees if retained
- Costs associated with defending against improper collections

6.6 Punitive Damages

XXXXXXXX's conduct displays:

- disregard for consumer rights,
- disregard for statutory obligations,
- and disregard for correcting known administrative errors.

In similar cases, Ontario courts have awarded punitive and aggravated damages where a supplier knowingly continued unlawful billing or collection activity.

I reserve the right to seek punitive damages in addition to all compensatory categories listed above.

No further collection activity is permitted under Ontario law.

Please direct all future correspondence regarding this dispute to me in writing.

Sincerely,

[REDACTED]

Peterborough, Ontario
K9J 0K8
Canada

APPENDIX A

DAMAGES NOTIFICATION AND INTENTION TO FILE

This Appendix outlines my intention to file for Damages and the amounts of compensation I seek.

Potential Damages Arising from [REDACTED] Conduct

While the full quantum of damages will be assessed once [REDACTED] produces a corrected ledger and disclosure of its internal handling of this account, XXXXXXXX is hereby placed on formal notice that the following categories of damages may be pursued:

1. Emotional Distress and Harassment

Repeated collection calls during evening hours, despite [REDACTED] failure to validate the account and despite explicit instructions not to contact me, constitute actionable harassment under Ontario consumer protection standards.

Preliminary damages range: \$2,500–\$7,500.

2. Damage to Reputation and Credit Standing

Any reporting — or threatened reporting — of an unverified, disputed account to a credit bureau would constitute negligent or reckless harm.

Preliminary damages range: \$5,000–\$15,000, plus statutory remedies.

3. Privacy Violations (PIPEDA)

Billing addressed to an unrelated third party [REDACTED] constitutes a serious privacy breach.

Statutory damages for privacy violations: up to \$20,000 per breach.

4. Improper Assignment to Collections

Referring a disputed and unvalidated account to a collections agency, without contractual authority and without notice, is an unfair practice under the Consumer Protection Act.

Preliminary damages range: \$3,000–\$10,000.

5. Costs of Time, Administration, and Legal Preparation

[REDACTED] ongoing errors have required significant time, documentation, and legal preparation.

Estimated damages: \$2,500–\$5,000.

Total potential exposure (preliminary estimate):

\$15,000 – \$50,000, subject to refinement upon production of records.

These amounts reflect typical awards in comparable Ontario cases and remain conservative pending [REDACTED] disclosure.

APPENDIX B – DRAFT SMALL CLAIMS COURT CLAIM
(Not Filed – Provided as Notice of Intent)
Ontario Small Claims Court – Form 7A Draft

Plaintiff:

[REDACTED]
Peterborough, Ontario
K9J 0K8

Defendant:

[REDACTED]
Markham, Ontario
L3R 5V4

Claim:

This is a claim for damages arising from:

- (a) improper and incorrect billing practices,
- (b) failure to issue required account statements despite repeated requests,
- (c) billing the Plaintiff under another person's name [REDACTED]
- (d) commencing collection activity on an unverified, disputed account,
- (e) misrepresentation and failure to honour statutory cooling-off rights regarding the hot water tank rental agreement, and
- (f) negligent credit-impacting behaviour, including premature or improper referral to a collection agency.

The Plaintiff seeks compensation for financial loss, administrative burden, stress and disruption, reputational harm, and statutory damages.

1. Background

1.1 The Plaintiff purchased a newly constructed home from Ambria Homes (Lot 104). Prior to closing, the Plaintiff repeatedly informed [REDACTED] and their lawyer that he did not want a hot water tank rental contract and expected to exercise his cooling-off rights.

1.2 The Plaintiff notified his lawyer as early as 2021 that no rental agreement was to be accepted and relied on advice that the agreement could be reviewed and cancelled within the cooling-off window. [REDACTED] refused to close unless the contract was signed, placing the Plaintiff under economic duress facing penalties for failing to close. [REDACTED] was continually notified on all levels that this tank was not accepted or to be installed, including [REDACTED] Executive, [REDACTED] Design Consultant, [REDACTED] Customer Service, [REDACTED] Site Supervisor. Four days prior to closing Plaintiff was on site noting the tank was not on site or installed. Plaintiff contacted the Site Supervisor thanking him for not installing and at close it was in place.

1.3 After closing (May 2024), the Plaintiff requested the tank removed and contract cancelled during the 10 day cooling off period. Plaintiff is an engineer by trade and had designed the system necessary to drive the oversized shower to be installed, the heated

floor in the basement as well as the balance of the house. ██████ began billing but the house was under renovation as the Plaintiff agreed to accept the house in the unfinished state and complete his own renovations as designed and supplied to the builder who chose not to accommodate the change requests. The home was not occupied prior to December 20, 2024.

1.4 ██████ began billing the Plaintiff as early as May 2024, despite full knowledge that the home was under active renovation and not occupied until December 20, 2024. During this period, the Plaintiff repeatedly advised both ██████ that the tank was not wanted, not used, and requested removal. After occupancy, the Plaintiff informed XXXXXXXX that billing must commence no earlier than December 20, 2024, and XXXXXXXX verbally agreed to correct the start date. However, ██████ subsequent invoices were erratic, inconsistent, and bore no logical pattern, with fluctuating amounts that did not align with the contracted monthly rental fee. When the Plaintiff contacted XXXXXXXX in August 2025 to request a full historical account statement showing charges, start dates, corrections, and adjustments, the Plaintiff also advised ██████ that the invoice then received in his name showed a balance of approximately \$511.xx, but could not be verified without a proper statement. Prior to this, ██████ began issuing dual invoices, one in the plaintiff's name and one addressed to a "██████" an individual who has never resided at ██████ Meadows Drive. The Plaintiff advised ██████ that this was incorrect billing to which ██████ argued. Nonetheless, ██████ continued sending misaddressed bills and not sending the Plaintiff any direct bills. To date, the Plaintiff holds approximately eight unopened invoices addressed to ██████ as evidence. Despite the account being in formal dispute, and despite never issuing the requested statement, ██████ has now referred the account to collections, not under the name they were billing ("Tyler Decarlo"), but under the Plaintiff's own name, seeking collection of the same unverified amount of \$511.xx, which corresponds to the August 2025 bill.

1.5 For months, ██████ failed to issue proper statements (in fact no statement was ever issued as requested) showing charges, start dates, corrections, or adjustments, despite multiple requests from the Plaintiff beginning Summer 2025.

1.6 The Plaintiff received monthly bills, of varying amounts that did not follow any pattern of a recurring bill. August 2025 is the only bill of record in our name the balance are ██████ ██████ who does not reside in our home. All other bills were sent to a different person (Tyler Decarlo) despite ██████ having full knowledge of the correct account holder.

1.7 The Plaintiff repeatedly requested a full account statement showing:

- start date,
- monthly charges,
- adjustments for unused months,
- accurate billing name and address.

No such statement was ever issued.

1.8 Despite the account being in formal dispute, ██████ referred the matter to collections, resulting in repeated late-night phone calls and mailed notices.

2. Legal Basis for the Claim

The Defendant's actions constitute:

(a) Breach of Contract / Invalidity of Contract

Due to misrepresentation, lack of disclosure, and duress in obtaining the signature.

(b) Negligent Misrepresentation

Billing was incorrect, inconsistent, and sent under the wrong individual's name.

(c) Breach of Consumer Protection Act, 2002

- Failure to provide required documentation in a durable medium.
- Failure to issue the contract and all billing details in the Plaintiff's name.
- Failure to honour the cooling-off period.
- Improper commencement of collection activity.

(d) Defamation and Negligent Credit Reporting

Referring a clearly disputed and unverified amount to collections.

(e) Intrusion Upon Seclusion / Harassment

Repeated unsolicited calls after being instructed not to contact the Plaintiff until proper documentation was issued.

3. Damages Claimed

The Plaintiff claims the following:

3.1 General Damages – \$7,500

For stress, disruption, harassment, sleep disturbance, and constant fear of credit impairment.

3.2 Special Damages – \$2,500

Time spent documenting, responding, and preparing legal materials; phone charges; administrative burden; loss of personal time.

3.3 Punitive and Aggravated Damages – \$10,000

Based on:

- knowingly billing an incorrect name,
- knowingly refusing to issue proper statements,
- knowingly referring a disputed account to collections,
- conduct sufficiently high-handed to merit deterrence.

3.4 Declaratory Relief

A Court declaration that:

1. The [REDACTED] rental agreement is void, or alternatively,
2. The Plaintiff owes no amounts until [REDACTED] issues a proper, corrected account statement, or
3. The tank must be transferred to the Plaintiff at true wholesale buyout cost, or
4. [REDACTED] must retrieve the tank at their expense, without damage to the residence in a timely manner not leaving plaintiff without hot water, a necessity of life.

3.5 Costs

Small Claims Court costs on a substantial indemnity basis.

Total Damages Claimed: \$20,000 plus declaratory relief.

4. Settlement Proposal (Pre-Filing)

This draft claim is provided to [REDACTED] as *formal notice of intention to file* unless ALL of the following mandatory corrections occur within 10 business days:

Mandatory Corrections Required Before Any Settlement Option Will Be Considered

1. Immediate removal of the account from collections.
2. Written confirmation that no credit bureau reporting has occurred (or complete removal if any entry has been made).
3. Issuance of a full historical statement from December 2024 to present showing all charges, adjustments, and corrections.
4. Correction of all billing to the Plaintiff's proper name and address.
5. Written confirmation that all collection activity is permanently halted while the matter remains in dispute.

Substantive Settlement Options

After completing the Mandatory Corrections [REDACTED] must elect one of the following resolutions:

Option A – Zero-Cost Transfer of Ownership (Preferred Remedy)

[REDACTED] shall:

- Transfer ownership of the installed Rheem Maximus tank to the Plaintiff at no cost.
- Waive all rental charges to date.
- Cancel the rental contract in full.

This option reflects:

- The Plaintiff's documented refusal of the tank contract from 2021 onward,
- The economic duress under which XXXXXXXX required execution as a condition of closing,
- [REDACTED] persistent and repeated misbilling under another individual's name
- [REDACTED] failure to issue any historical statement,
- [REDACTED] improper referral of a disputed account to collections,
- And the Plaintiff's significant engineering modifications, including integration of the tank into a dual-purpose hydronic and domestic hot water system.

[REDACTED] is aware that a removed tank has zero reusable value, cannot be re-installed in another customer's home due to sanitation, insurance, and liability restrictions, and is classified as scrap metal upon removal.

Option B – Wholesale Buyout (All Prior Charges Removed)

[REDACTED] may alternatively:

- Provide documentary proof of the original wholesale cost of the Rheem Maximus tank,
- Apply depreciation based on the tank's used condition,
- Provide credit for [REDACTED] avoided removal and disposal costs,
- Erase all rental charges to date,
- Terminate the rental contract.

The Plaintiff will purchase the tank at true documented wholesale value, reflecting that a removed tank has no resale value and cannot be reused by [REDACTED].

Option C [REDACTED] Removal at [REDACTED] Expense (Pressure Remedy)

If [REDACTED] declines Options A and B, XXXXXXXX must:

- Remove the tank at [REDACTED] sole expense,
- Ensure uninterrupted hot water supply during removal and transition,
- Repair any damage caused by removal,
- Waive all charges to date,
- Cancel the rental contract in full.

[REDACTED] is fully aware that removed tanks cannot be reused, re-certified, or placed in another customer's home; they are disposed of as scrap metal, making this the most costly operational path for [REDACTED]

Failure to Comply

If [REDACTED] does not complete all mandatory corrections and elect one settlement path within 10 business days, the Plaintiff will immediately file the attached Small Claims Claim seeking:

- General damages,
- Special damages,
- Punitive and aggravated damages,
- Costs,
- And declaratory orders as listed in Section 3.4.