Nova Scotia Energy Board

Appeal - NS Power Dispute Resolution Officer (DRO)

Reference Number: 260304004

Submitted on: Thursday, March 05 2026 at 12:58:02 AM (AST)

Contact Information

Name on account:	Dave Lincoln
Account number:	[redacted]
Business contact:	
Account address:	Address 1: Address 2: City: Province: Postal code: Country: [redacted]
Email Address:	[redacted]
Mailing address:	Address 1: Address 2: City: Province: Postal code: Country:
Telephone number:	[redacted]
Alternate phone number:	

Complaint Information

DRO made decision on:	3 March 2026
Type of complaint:	Other

Additional details:	Details provided in email confirmed by NICOLE PENNEY (she/her) Administrative Assistant to Lisa Wallace, Chief Clerk of the Board Nova Scotia Energy Board
How do they want the complaint resolved?	Accountability and actual fair treatment. This has been ongoing since owning the home, i have brought it up for years, i am currently being forced to pay over $800.00 per month, yes that high, even though NS Power admitted in the email chain i only use 496ish a month. To me that shows they already overcharged me by 300 a month, and that doesnt even touch the fact they made this "agreement" without my consent and threatened disconnection rather than discuss my ability to pay. This has gone on for years and i have never once received a single written agreement and i definitely never signed anything. This alone violates Reg 6.5 mandates. All files attached in email. This systemic failure is completely out of hand let alone to do this to a disabled Veteran since 2017. and have failed to provide a single thing i asked for in the DRO along with the DRO decision that never even asked for a single of my concerns from NS Power.
Supporting documents uploaded:	• DRO Final Written Decision re Dave Lincoln billing and consumption dispute re Account [redacted].zip

From: Dave Lincoln [redacted]
Sent: March 4, 2026 12:16 AM
To: Energy and Regulatory Boards Tribunal <Board@novascotia.ca>
Subject: Appeal of DRO Final Written Decision - [redacted] (12-Day Deadline)
Importance: High

March 4, 2026

Dear Board Members,

I appeal the DRO Final Written Decision dated March 3, 2026, on NS Power Account [redacted] Over 30 days (Feb 2–Mar 3), NS Power/DRO violated Regulations 5.5, 6.4, and 6.5 (full chain in DRO decision attachment).

1. Reg 6.5(2)(b) & (3) - No Written/Signed Payment Agreements Ever Provided
NS Power imposed "budget/settlement agreements" since 2018 (per DRO summary/ledger), forcing $800+/month payments over many months (>30 days). I have never received, reviewed, or signed any written Payment Agreement—as explicitly required: *"Every Payment Agreement shall be in writing and shall be signed by the customer and an authorized representative of the Company."* [Reg 6.5(3)]
Customer Relations (Teri) received all my emails (6+ requests) but provided zero copies despite demands. DRO attached Reg 6.5 but ignored this core violation.

2. Reg 6.5(2)(a) - No Ability-to-Pay Assessment or Negotiation
NS Power never asked my ability to pay ($300–350/month max) or offered terms "consistent with the customer's ability to pay." Instead, they dictated "$800/month or disconnection" since 2018—without consent, written offer, or signature. Reg 6.5(2)(b) requires them to "offer" 24-month plans based on "customer's ability to pay"; they never did.

3. Overcharging Admitted in DRO's Own Math
DRO states my "average monthly usage" is $496 but ledger shows $805/month payments since April 2025 under an unsigned "agreement." New plan: $592 ($496 usage + $96 arrears paydown)—confirming ~$300/month overcharge. "Arrears" of $2,305 exist only due to this;

proper crediting eliminates them and creates credit balance. DRO claims "appropriate billing" despite math.

4. Reg 5.5 Incomplete - Ledger Anomalies Unaddressed & No Documents Produced
DRO accepts NS Power's meter test but ignores anomalies I flagged in their ledger/meter report: duplicate bill dates, "0.00" reads with thousands kWh, negative entries. Customer Relations stonewalled document production for 30+ days despite Reg 6.5(3).

5. Reg 6.4(1) - No Prompt Investigation (30+ Days)
NS Power/DRO failed to "promptly investigate" (Feb 2 complaint) and "advise the customer of the results thereof." Took 30+ days with zero substantive response to my 6 emails before issuing decision ignoring all evidence.

6. Reg 5.5 Overbilled - No Adjustment Calculation Provided
NS Power/DRO never addressed my overbilling (~$300/month x years) or calculated adjustment per Electricity Act timeframes as required: *"Should it become necessary...to make a billing adjustment as a result of a customer being overbilled..."* [Reg 5.5]

DRO Decision Fails to Address 30+ Days of Evidence
My submissions (Feb 2, 6, 18, 19, 26; Mar 1) detailed these violations; DRO summary acknowledges them but provides zero analysis. NS Power has not "appropriately billed."

Requested Relief
Order NS Power to:

- Provide all written Payment Agreements since 2017 (or confirm none exist).
- Credit account for ~$300/month overcharges since 2018.
- Recalculate billing from 2017 with full ledger/history.
- Waive "arrears" created by their violations.
- Provide payment from NS Power if proven to have overcharged for years for the difference.

Attachments:

1. DRO Final Decision (Mar 3) - Contains full email chain Feb 2–Mar 3
2. NS Power ledger (Dave-Lincoln-Ledger.pdf)
3. Meter reads (Dave-Lincoln-Meter-Reads.pdf)
4. Reg 6.5 (Regulation-6.5.pdf)

5.

Thank you for your review. If I can provide anything else please let me know.

Respectfully,

Dave Lincoln
Disabled Veteran
[redacted]

5.5 BILLING ADJUSTMENTS

When a customer disputes the amount of electricity consumed from the meter, the Company shall:

a) Initiate a check on the meter reading to ensure the original reading was correct and advise the customer.

b) If the customer is not satisfied, the Company shall do an "As found Meter Test" on the meter in the Company's Measurement Canada certified facility to verify the reading is within the allowed tolerances, and advise the customer of the results.

c) If the Customer is still not satisfied, the Company will advise the Customer he/she may request an independent meter test to be performed by Industry Canada (see Regulation 6.7).

CUSTOMER UNDERBILLED

Should it be necessary for the Company to make a billing adjustment as a result of a customer being underbilled, for any reason, such adjustment for the amount of electric power and energy consumed in excess of that recorded on the meter, shall be estimated by the Company. The customer shall be responsible for payment of such amount, provided however, the billing adjustment shall be limited to a period not in excess of six (6) months prior to the last scheduled regular meter reading date.

Notwithstanding the above, in the event that a billing adjustment is a result of the customer's illegal or wilful interference with, or damage to, equipment used to record the consumption of electric power and energy, then the billing adjustment shall not in such circumstances be limited to a six (6) month period prior to the last scheduled meter reading date; rather, the customer shall be responsible for payment of such amount from the date of such interference or damage.

CUSTOMER OVERBILLED

Should it become necessary for the Company to make a billing adjustment as a result of a customer being overbilled, the following time frames for the adjustment are used to calculate the overbilling as per the Electricity and Gas Inspection Act, R.S.C. 1985, c.E4 as amended.

5.5 BILLING ADJUSTMENTS

1. Where the error is caused by a meter registering outside allowable limits, the overbilling is calculated from the beginning of a 3 month period prior to the customers request to Industry Canada to test the meter or from the date on which the meter was last sealed if the sealing occurred within that period.

2. Where the overbilling is identified and the meter is more than 3 months past due for reverification, the overbilling shall be calculated from the date when reverification was due.

3. Where the overbilling has been caused by an incorrectly installed meter, or an incorrect use of registering the meter or an incorrect multiplier; the overbilling is to be calculated from the date of installation. This type of overbill situation takes precedence over 1 and 2 above.

6.4 DISPUTED BILLING FOR ELECTRIC SERVICE

(1) Where a customer advises the Company that all or a portion of his bill or any matter relating to the provision of electric service is in dispute, the Company shall:

(a) record the date, time and place where the complaint is made;

(b) promptly investigate the matter in dispute;

(c) upon completion of the investigation, advise the customer of the results thereof; and

(d) attempt to resolve the matter in an informal manner.

(2) In the event that a customer disputes a portion of a billing, then the customer shall pay or make satisfactory arrangements to pay the amount of arrears which is not in dispute, to the Company, within five days of the date upon which the customer advises the Company of the dispute or the due date, whichever is later. Failure of the customer to pay or make satisfactory arrangements to pay to the Company the amount of arrears which is not in dispute, as set out above, shall constitute a waiver of the customer's rights to dispute the matter, and the Company may then proceed to disconnect the electric service provided in accordance with these regulations. Should the customer and the Company be unable to accurately determine the amount which is not in dispute then the entire amount of the bill, or bills, at issue shall be deemed to be in dispute.

(3) If the Company and the customer are unable to resolve a dispute in a mutually satisfactory manner, the customer may contact the Company's Dispute Resolution Officer or his designate. The Dispute Resolution Officer shall be appointed by the Company and have no direct line responsibility for billing, credit, collection or electrical supply to the customer.

(4) The Dispute Resolution Officer shall consider both sides and after review, render his decision promptly. The customer has 12 days from notification of the decision to appeal, in writing, to the Board. No disconnection in relation to a disputed bill shall be made until twelve days after the decision of the Dispute Resolution Officer is given and the customer is notified thereof.

6.5 PAYMENT AGREEMENT

(1) In those cases where the customer does not dispute liability for the amount in arrears, or where the Company and the customer arrive at a settlement of the dispute, the Company may, if the customer is unable to pay the amount in arrears, permit the customer to pay the full amount over a period of time.

(2) DOMESTIC CUSTOMERS

(a) In those cases where a domestic customer does not dispute liability for the amount in arrears and the domestic customer is unable to pay the amount in arrears, the Company shall offer the customer the opportunity to enter into a Payment Agreement that provides for reasonable terms and conditions of repayment over time of the amount in arrears, consistent with the customer's ability to pay.

(b) Where the Company and the customer agree to terms and conditions of repayment of the amount in arrears within 30 days, no written agreement is required. Where payment arrangements extend beyond 30 days, the Company shall offer the customer a written Payment Agreement. A domestic customer is eligible for a Payment Agreement to be extended to 24 months. The Company shall communicate to the customer that a Payment Agreement for repayment of arrears over 24 months is available depending on the amount of arrears, whether there have been previous defaults upon Payment Agreements entered into pursuant to these Regulations within the last 24 months, and the customer's ability to pay. No further notice of disconnection shall be sent to the customer unless the customer fails to comply with the terms and conditions of the Payment Agreement or is otherwise liable to disconnection for any of the reasons under Regulation 6.1(a), in which case, if the Company decides to disconnect, the Company shall serve a written notice of disconnection as provided for in Regulation 6.1(b).

(c) Once a Payment Agreement has been entered into, further interest, starting from the date the negotiations with respect to the Payment Agreement began, will not accrue on a domestic customer's account so long as the terms of the Payment Agreement are being met.

(d) A Payment Agreement may be amended between a domestic customer and the Company, except where:

i. The account is in arrears for an amount equivalent to more than 6 months usage;
ii. There has been no payment on the account for 3 months; or
iii. The customer has not made the 2 most recent payments required under the Payment Agreement.

(3) FORM OF PAYMENT AGREEMENT AND PROCEDURE

Every Payment Agreement shall be in writing and shall be signed by the customer and an authorized representative of the Company. The Payment Agreement shall be prepared by the Company and shall contain a schedule of payments calculated to eliminate the liability of the customer. The Payment Agreement shall contain the following in bold face type, in print at least two sizes larger than any other print on the Agreement, and in the space immediately preceding the space for the customer's signature;

6.7 DISPUTE TEST

Upon notice from Industry Canada, the Company will remove the meter and ship it to Industry Canada (seal intact) for testing. If the meter, when tested, is found to be accurate, the customer is responsible for any outstanding amount. Also, if the meter is found to be accurate, the Company will charge the customer a fee as outlined in the Schedule of Charges 7.1, Section 1.