Nova Scotia Energy Board

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May 28, 2026

[redacted]

Dave Lincoln
[redacted]

Dear Mr. Lincoln:

M12733 – Nova Scotia Power Inc. – Appeal by Dave Lincoln of a Decision of the Dispute Resolution Officer

The Nova Scotia Energy Board (Board) has completed its review of your appeal regarding your Nova Scotia Power Inc. (NS Power) account. The Board reviewed your concerns about the amount owing, meter readings, estimated bills, equal billing, payment arrangements, and your view that the billing and collection process was unfair.

The Board acknowledges that this matter has been a source of significant frustration and concern for you. Your submissions make clear that you feel you have been paying significant amounts for a long time without understanding why the balance remained high. The Board recognizes that the account history data is lengthy and complex, and that aspects of the billing structure and payment arrangements were not always clearly understood.

Under NS Power's *Regulations*, an agreement for electric service exists when a customer applies for service or consumes and pays for electricity at the premises. The *Regulations* also provide that electric service is recorded by the meter. In plain terms, the meter is the measuring point for electricity entering the property. NS Power is responsible for delivering electricity to the meter and measuring what passes through it. What happens after electricity passes through the meter is determined by the specific characteristics and energy demands of the home. Factors influencing usage may include space heating, water heating, household appliances, number of occupants, insulation efficiency, hot tubs, and other electrical equipment. NS Power does not control those things inside the home.

A useful way to think about this is like water flowing through a water meter. The utility is responsible for delivering the water and making sure the meter measures the water entering the property. Once the water is inside the property, how much is used depends on the taps, appliances, leaks, and household habits. Electricity works in a similar way. The Board must decide whether the electricity was delivered and measured properly, not whether every item inside the home used electricity efficiently.

The evidence shows that the electricity usage recorded on your account reconciles with the meter readings and the resulting charges. NS Power also provided a consolidated schedule in response to the Board's Information Requests showing the account, billing, meter readings, energy usage, payments, adjustments, and reconciliation information. The Board has considered that schedule. The schedule does not show that the balance was created from a single unexplained charge. Rather, it shows electricity consumption over time, payments made over time, and arrears, that accumulated when the payments did not fully cover both current usage and prior amounts owing.

The Board also considered your concerns about estimated reads, duplicate entries, negative usage entries, and the September 2025 true-up. The *Regulations* allow NS Power to estimate usage when it cannot obtain an actual read, provided that adjustments are made once actual readings are later obtained. NS Power explained that the September 2025 entries reversed previously estimated usage and replaced it with actual usage after a later meter read. The Board finds that is what happened in your case. That type of correction may look confusing on a bill because it can show a negative entry and a larger positive entry, but it is an accounting correction. It does not mean electricity consumption was manipulated or billed twice.

The Board also reviewed the meter accuracy issue. *Regulation* 5.5 states that when a customer disputes the amount of electricity consumed from the meter, NS Power must first check the meter reading, then perform an "as found" meter test if the customer remains unsatisfied and then advise the customer of the option to request an independent test. That process was followed. The meter was tested, and the evidence before the Board does not show that it was outside allowable limits. For that reason, the Board accepts the recorded metered usage as reliable.

A significant part of the confusion in this matter appears to come from the difference between a regular bill and equal billing. A regular bill charges the customer for electricity used during a specific billing period. For example, if usage is higher in winter, the bill is higher. If usage is lower in summer, the bill is lower.

Equal billing works differently. Under *Regulation* 5.3, NS Power may place a customer on an Equal Billing Plan. The monthly amount is based on the customer's average usage at the premises over the prior 12 months, adjusted to normal weather. The monthly billing amount is reset twice a year in January and July. Equal billing does not reduce or erase electricity usage. It spreads expected annual costs into more even monthly payments.

For example, if a customer's actual average electricity costs over a year are expected to be $6,000, equal billing may set the customer's monthly amount at about $500 ($6,000/12) per month. That does not mean the customer uses exactly $500 of electricity every month. The customer may use $900 of electricity in a winter month and $250 in a summer month, but the equal billing amount smooths those highs and lows into one steadier payment.

In your case, the monthly amounts were more complicated because they included two parts: (1) estimated ongoing electricity usage and (2) repayment of old arrears. For example, as noted in NS Power's response to IR-3, the prior monthly payment arrangement of about $803 was not simply a current bill for one month's electricity. It included approximately $561 for ongoing estimated usage and approximately $242 toward arrears of $5,720 at the time. Similarly, the current arrangement of $592 per month includes approximately $496 for ongoing estimated usage and approximately $96 toward arrears to clear out the $2,305 balance outstanding at the time of this filing, over 24 months. This is why the payment amount may appear high even when current usage has declined. Part of the payment is for electricity being used now, and part is for amounts already owing from earlier periods.

This also explains why making payments does not always make the balance disappear quickly. For example, if a customer's estimated annual electricity usage is $8,400 per year, this would average approximately $700 ($8,400/12) per month in ongoing electricity charges. If the customer also has an existing arrears balance of $4,800 and enters a 24-month repayment arrangement, a reasonable monthly payment could be approximately $900 a month consisting of $700 toward ongoing monthly usage and $200 ($4,800/24) toward repayment of arrears. Using this example, if monthly electricity usage remains around $700, the balance on the arrears would decrease by roughly $200 per month. If ongoing electricity usage increases to approximately $900 during colder months, the arrears balance may remain relatively unchanged despite regular payments continuing to be made. Conversely, if usage falls below approximately $700, the balance may decrease more quickly. As a result, a customer may continue making substantial monthly payments while still carrying a remaining balance on their account because new electricity charges for ongoing service continue to be added while historical arrears are being repaid at the same time.

The Board notes from NS Power's responses that about five separate payment arrangements were entered into over the course of the account history, with some arrangements ending following missed payments or defaults under the arrangement terms. This contributed to the continued accrual and roll-forward of arrears over time, notwithstanding the substantial payments that were made on the account. That is not evidence of fraud. It is the result of current charges and old arrears moving through the same account.

The Board also considered your concern that there were no signed written payment agreements. *Regulation* 6.5 deals with Payment Agreements for repayment of arrears. It states that, for domestic customers, where repayment arrangements extend beyond 30 days, the Company must offer a written Payment Agreement and that a domestic customer may be eligible for an agreement extending to 24 months. *Regulation* 6.5 also sets out formal requirements for Payment Agreements.

NS Power explained that the arrangements on your account were treated as blended Equal Billing Plan arrangements under *Regulation* 5.3, not as standalone arrears-only Payment Agreements under *Regulation* 6.5. *Regulation* 5.3 specifically states that domestic customers who enter into a payment agreement may be placed on the Equal Billing Plan with blended payments consisting of monthly usage and arrears, and that the Company will issue information to the customer on a monthly or bi-monthly basis calculated based on meter readings. Such information is for the purpose of informing the customer of the actual charges which may be applicable to the customer's account. There is no regulatory requirement that these types of payment agreements be in writing.

The Board accepts that distinction for this account. The arrangements were not simply repayment schedules for an old debt. They were blended arrangements combining current electricity usage and arrears. For that reason, no written agreement was required, and the absence of a signed agreement does not mean that the electricity charges are void or that the arrears must be erased. The electricity was still consumed at the property and remained payable.

NS Power's account notes (Exhibit L-7, Attachment 3) indicate that the various payment arrangements on your account were agreed to by you, your wife, or a representative from Veteran's Affairs who your wife gave permission to NS Power to be added. There is nothing to indicate that these authorizations violated the *Regulations*.

The Board also considered your argument that billing should have stopped during the appeal. *Regulation* 6.4 provides a process for disputed bills. It requires NS Power to investigate disputes, attempt to resolve them, and permits the customer to contact the DRO if the dispute cannot be resolved. It also states that no disconnection in relation to a disputed bill shall occur until at least 12 days after the DRO decision is given and the customer is notified. The *Regulation* addresses disconnection. It does not mean that ordinary billing stops, or that electricity used after the dispute begins becomes free. Ongoing electricity service continues to be billed while the dispute process is underway.

The Board understands why the account may have felt impossible to follow. But confusion, poor communication, or disagreement with the result is not the same as fraud. Fraud would require evidence that charges were knowingly invented, that meter readings were falsified, or that the account was deliberately manipulated. The evidence before the Board does not support that conclusion.

The Board accepts that your household has changed over time. You explained that the hot tub stopped being used, that parts of the home were under-heated, that household occupancy changed, and that you attempted to reduce consumption. Those facts may help explain why you expected usage to decline. However, they do not prove that the meter readings or bills were wrong. The account still shows significant electricity consumption over time, and NS Power's calculation of electricity use based on actual reads remained generally consistent with the monthly usage amounts discussed.

The Board therefore upholds the billing. The evidence supports the conclusion that the electricity billed to your account was measured correctly, consumed and properly charged. The Board notes that NS Power has already provided through its Information Request responses, consolidated schedules and supporting materials including all the invoices containing billing, meter reads, usage, payment, adjustment and reconciliation information dating back to when the account was opened in 2017. The Board therefore does not consider it necessary to direct further reconstruction of the account history.

The DRO directed NS Power to set up a 24-month payment plan based on payments of $592 per month ($496 usage and $96 arrears), which NS Power did on March 3, 2026. This is the payment plan currently in place. The Board directs NS Power to work with you in good faith to establish a new, reasonable payment arrangement for the remaining arrears over a period of up to 24 months, or another arrangement that both parties can agree on. That arrangement should clearly separate current monthly electricity usage from repayment of arrears so that there is no further confusion about what the monthly amount represents.

The Board recognizes that this is not the outcome you were seeking. However, the Board's role is to decide whether the evidence shows that NS Power billed you incorrectly or failed to follow the applicable regulatory framework in a way that invalidates the charges. On the evidence before it, the Board does not find that standard has been met.

Accordingly, your appeal is denied, subject to the direction above regarding a reasonable repayment arrangement for the arrears over a period of up to 24 months, or such other arrangement as you and NS Power may mutually agree upon.

Yours very truly,

Marc L. Dunning, P.Eng., LL.B.
Member