NOVA SCOTIA ENERGY BOARD

IN THE MATTER OF

A dispute regarding electricity billing and a pre-authorized debit

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BETWEEN:
Paul Meade (*Applicant)*
and
Nova Scotia Power Incorporated (*Respondent)*

APPLICANT'S FINAL SUBMISSION

In Response to Nova Scotia Power's Submission dated July 17, 2026

Prepared for the Nova Scotia Rnergy Board

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EXECUTIVE SUMMARY

This submission asks the Board to decide whether NS Power has adequately supported the disputed billing and related pre-authorized debit on the current record.

NS Power has now provided additional information that clarifies parts of the dispute, and I have narrowed this submission accordingly. The remaining issues are not broad allegations of billing error, but specific gaps in the evidence needed to make the disputed billing and related actions understandable and verifiable.

In summary, the unresolved questions concern:

- whether the disputed pre-authorized debit remained authorized after Auto Pay had been revoked
- whether the billing reconciliation has been adequately explained
- whether the account-specific metering evidence fully addresses my concerns regarding verification of the complete metering system
- whether NS Power has adequately explained the apparent inconsistency between independently documented improvements in the home's energy efficiency and the substantial increase in recorded electricity consumption reflected in the disputed billing

For these reasons, I ask the Board either to find that NS Power has not adequately supported the disputed billing and related actions, or to direct NS Power to provide the additional account-specific explanations and supporting documents identified in this submission.

During this appeal, NS Power produced documents that had not previously been made available despite repeated requests. Those documents answered several of my original questions. Rather than continuing to pursue issues that have now been explained, I have narrowed this submission to the questions that remain unresolved.

I. INTRODUCTION

This is my final submission in response to NS Power's July 17, 2026 filing.

Throughout this process, my goal has simply been to understand what happened. When NS Power has provided explanations that answered my questions, I have accepted them. The questions that remain are the ones I still cannot answer from the evidence now before the Board.

Where NS Power's filing has clarified matters, I have acknowledged that clarification and narrowed my position. The remaining concerns are therefore focused on specific questions about authorization, reconciliation methodology, metering verification, and the relationship between recorded consumption and the independent EnerGuide evidence.

The sections that follow set out the relevant chronology, identify the issues before the Board, and explain why further account-specific explanation or documentation remains necessary.

II. CHRONOLOGY OF RELEVANT EVENTS

Date	Event
April 25, 2025	Nova Scotia Power announced a cybersecurity incident that disrupted communications with its metering and billing systems. Nova Scotia Power

Date	Event
	notified me that personal information associated with my account, including banking information, may have been compromised as part of the cybersecurity incident.
June 4, 2025	Nova Scotia Power resumed billing for most customers using estimated consumption until actual meter readings became available.
June 2025	Initial EnerGuide assessment completed. Annual modeled energy consumption estimated at **137 GJ/year**.
Summer–Fall 2025	Home renovated, including replacement windows, improved insulation, and installation of a high-efficiency heat pump.
September 25, 2025	NS Power issued a reconciliation invoice covering approximately 178 days of consumption.
November 2025	Invoice issued covering September 18 to October 21, 2025.
Post-renovation	Second EnerGuide assessment completed. Annual modeled energy consumption reduced to **112 GJ/year**.
March 27, 2026	NS Power issued the disputed invoice exceeding $4,000.
March 31, 2026	I disabled Auto Pay through NS Power's MyAccount portal.
April 2026	NS Power initiated a pre-authorized debit from my bank account.
April–June 2026	RBC investigated the disputed pre-authorized debit.
June 11, 2026	RBC completed its investigation and returned the disputed funds to my account.
July 17, 2026	NS Power filed its response with the Nova Scotia Energy Board. (See Schedule B)

III. ISSUES BEFORE THE BOARD

The appeal raises four main issues:

Issue One

Whether NS Power has shown that the disputed pre-authorized debit was still authorized after I cancelled Auto Pay, and whether the withdrawal was consistent with the PAD Agreement and Payments Canada Rule H1.

Issue Two

Whether NS Power has clearly explained the billing reconciliation, including how the estimated energy credits were calculated and applied against the final billing.

Issue Three

Whether NS Power's account-specific metering evidence fully answers my questions about verification of the complete metering installation and billing calculations for my account.

Issue Four

Whether NS Power has adequately explained the significant increase in recorded electricity use after documented improvements to the home's energy efficiency.

IV. ISSUE ONE – PRE-AUTHORIZED DEBIT FOLLOWING REVOCATION OF AUTO PAY

A. Overview

The first issue concerns the pre-authorized debit (“PAD”) that NS Power initiated after I turned off Auto Pay through MyAccount. This issue is separate from whether the electricity bill itself was accurate. Even if the Board finds that the billed amount was correct, it still needs to consider whether NS Power remained authorized to withdraw funds after Auto Pay had been cancelled. My concern is not about the inner workings of NS Power’s payment system. My concern is whether the withdrawal was still authorized under the PAD Agreement and whether customers were clearly told how cancellation worked.

B. Relevant Background

- On March 27, 2026, NS Power issued the disputed invoice exceeding $4,000. After receiving it, I logged into NS Power’s MyAccount portal and turned off Auto Pay on March 31, 2026.
- I reasonably understood that turning off Auto Pay revoked authorization for future automatic withdrawals from my bank account. Nothing in that process indicated that turning off Auto Pay would not stop a payment that had already been scheduled for processing.
- Despite the cancellation of Auto Pay, NS Power later withdrew funds from my bank account by pre-authorized debit.

C. NS Power's Explanation

NS Power says the withdrawal happened because the payment linked to the March 27, 2026 invoice had already been scheduled before Auto Pay was turned off. It also says that recurring Auto Pay arrangements and individual scheduled payments are handled separately in its payment system, and that customers can cancel scheduled payments separately through the “Payments” section of MyAccount. I acknowledge this explanation helps explain how NS Power’s internal payment system works, but there was no indication that turning off Auto Pay would not work for an existing bill.

D. Payments Canada Rule H1

Payments Canada Rule H1 establishes the framework governing pre-authorized debits processed through participating Canadian financial institutions, and recognizes that a Payor may revoke authorization for a pre-authorized debit **at any time**.

Rule H1 requires that Payees operate under a Payor's PAD Agreement containing mandatory terms governing the authorization of withdrawals from a customer's account. Among the mandatory elements identified in Rule H1 are:

- authorization to debit a specified account
- whether payments are fixed or variable

- the timing of withdrawals
- instructions describing how the agreement may be cancelled
- a mandatory recourse statement advising customers of their reimbursement rights where a debit is unauthorized or inconsistent with the PAD Agreement

Rule H1 requires that every PAD Agreement include the following mandatory recourse statement:

*"You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.payments.ca."

The Rule also explains its underlying purpose:

*"Payments Canada and its participant financial institutions have established terms and conditions for the processing of PADs to ensure proper authorization and protect against improper withdrawals." (See Schedule F)

E. My Response

I accept NS Power's explanation that its system treats recurring Auto Pay and already-scheduled payments as separate things. However, that explanation does not fully answer the issue before the Board. The issue is not simply how NS Power's payment system works; it is whether NS Power has shown that the withdrawal remained authorized under the PAD Agreement after Auto Pay had been cancelled.

Throughout this dispute, I asked NS Power to identify where customers are told that cancelling Auto Pay does not cancel a payment already scheduled for processing. NS Power's submission does not point to the specific PAD Agreement provision it relies on or show where this distinction is clearly disclosed in MyAccount before a withdrawal occurs.

If NS Power relies on a distinction between cancelling Auto Pay and cancelling a scheduled payment, that distinction should be reflected in the PAD Agreement or clearly communicated to customers before NS Power relies on it. MyAccount showed that Auto Pay had been disabled, which a reasonable customer would understand to mean that automatic withdrawals had been cancelled. The current evidence does not show that this was clearly communicated.

F. RBC Investigation

After the withdrawal, I asked RBC to investigate the transaction. RBC's investigation remained open for several weeks before it was completed, and on June 11, 2026, RBC returned the disputed funds to my account.

I am not asking the Board to infer RBC's exact reasoning, because the bank's internal analysis has not been disclosed. However, the fact that the matter was investigated for several weeks before the funds were returned shows that the withdrawal was treated as a contested PAD transaction, not simply reversed automatically. This supports the reasonableness of the concerns raised in this proceeding.

G. Findings Requested

I am not asking the Board to decide whether NS Power breached Payments Canada Rule H1. I ask the Board to decide whether NS Power has shown that the disputed withdrawal remained authorized under the PAD Agreement after Auto Pay had been cancelled.

NS Power has explained the mechanics of its payment system, but it has not identified the contractual wording or customer-facing disclosure it relied on to conclude that authorization continued after Auto Pay was disabled. That distinction matters.

V. ISSUE TWO – BILLING RECONCILIATION

A. Overview

The second issue is whether NS Power has clearly explained how it reconciled my account after an acknowledged billing interruption left about five months of electricity consumption unbilled in the ordinary course. I acknowledge NS Power has now provided a much fuller explanation of the billing chronology than was available earlier in the dispute, and that this explanation has clarified several matters I originally raised. However, NS Power has still not provided the supporting calculations showing how the account was reconciled.

B. The Administrative Billing Error

NS Power acknowledges that an administrative error resulted in about five months of electricity use not being billed when it normally would have been. NS Power states that this delay was caused by an internal administrative issue, not by anything I did, and it acknowledged the inconvenience by offering a goodwill credit of $100. The administrative error does not, on its own, prove that the later reconciliation was wrong. It does, however, make it reasonable for me to ask exactly how the delayed consumption was ultimately reconciled.

C. NS Power's Explanation

NS Power explains that estimated bills were issued in May and July 2025, and that those estimated energy charges were later credited when the September 25, 2025 reconciliation invoice was issued.

According to NS Power, the credits applied to the account totaled **$1,715.06**, consisting of:

Credit	Amount
May estimated energy charges	$890.10
July estimated energy charges	$824.96
Total	**$1,715.06**

NS Power explains that these credits related to estimated **energy charges**, not the total invoice amounts previously issued. The amounts billed were $934.60 for May and $866.20 for July, for a total of $1,800.80, which a difference of $85.74 that appears missing in the credit amount. (See Schedule C)

D. My Position

I accept this clarification. Evidence found after the original complaint confirms that credits close to the amount identified by NS Power were applied to the account. The existence of those credits may still require some reconciliation to account for the difference. However, I have revised this submission to reflect that clarification.

E. Remaining Concern

The remaining concern is not whether credits were applied. The concern is whether NS Power has clearly explained how those credits were calculated and reconciled against the final billed consumption. NS Power identifies the total amount of the credits. However, it does not provide the calculations showing:

- how the estimated energy charges were determined
- how those estimates were subsequently reconciled against the actual meter readings
- how the final reconciliation invoice was calculated
- how each adjustment appearing on the account was derived

Without those calculations, I cannot independently verify the reconciliation.

F. Why This Matters

I am not saying that every customer must be able to reproduce NS Power's billing calculations. But where NS Power acknowledges an administrative error, several months of delayed billing, and then a substantial reconciliation invoice, it is reasonable for a customer to ask for enough information to understand how the account was rebuilt. That has been my request throughout this proceeding: transparency, not disagreement for its own sake.

G. Relationship to the Broader Dispute

The billing reconciliation is an important part of the broader dispute. The disputed March 2026 invoice followed an unusual billing history involving:

- delayed billing
- estimated invoices
- reconciliation invoices
- significant credits
- subsequent high recorded consumption

Each of these events may have an explanation when considered on its own. Taken together, they justify my request for a complete reconciliation supported by the underlying calculations.

H. Findings Requested

I am not asking the Board to find that the billing reconciliation was necessarily wrong. I ask the Board to decide whether the current evidence sufficiently explains the reconciliation after the acknowledged administrative billing interruption.

VI. ISSUE THREE – METER INSTALLATION, CONFIGURATION, AND VERIFICATION

A. Overview

The third issue is whether NS Power's account-specific metering evidence answers the technical questions I raised about the disputed billing. I do not dispute the general engineering principles behind CT metering, billing multipliers, or Measurement Canada certification. My concern has always been whether NS Power has shown, with account-specific installation evidence, that the full metering and billing chain for this account was correctly configured, verified, and used for billing.

B. NS Power's Evidence

NS Power has now provided documents about the installation and commissioning of the metering equipment serving my property. That documentation identifies, among other matters:

- the installation of the metering equipment
- the CT ratio of **300:5**
- the programmed billing multiplier of **60**
- commissioning activities
- communication verification
- Measurement Canada meter accuracy testing confirming that the meter operated within prescribed tolerances (See Schedule E)

I acknowledge this documentation is part of the record. I also note that this information was not available during the earlier dispute resolution process, despite repeated requests.

C. Matters Not in Dispute

I do not dispute that the installation uses CT metering, that a billing multiplier is required, that the commissioning documents identify a CT ratio of 300:5 and a billing multiplier of 60, or that Measurement Canada testing confirmed the meter itself operated within prescribed tolerances. This appeal should therefore not be understood as a challenge to the general engineering principles described by NS Power.

D. Remaining Questions

Even with the documents now provided, several account-specific questions remain. Throughout this proceeding, I asked for clarification about my specific account with regards to:

- the verification of the programmed multiplier after installation
- the verification of the programming entered into the meter and associated billing systems

- the verification of the complete metering chain, including current transformers, remote-reading verification, burden testing documentation, programming, communications, and billing configuration
- any account-specific investigation undertaken after the abnormal increase in recorded electricity consumption became apparent
- the manner in which the metering evidence was reconciled with the documented increase in recorded electricity consumption following substantial improvements in the home's energy efficiency (See Schedule E)

These questions were aimed at understanding how NS Power verified the accuracy of the complete billing process for this installation. The current evidence does not fully answer those questions.

E. General Explanations and Account-Specific Installation Verification

NS Power's submission clearly explains how CT metering systems generally work and how billing multipliers are usually determined. I accept those general explanations. However, there is an important difference between explaining how a metering system is intended to operate and demonstrating how the particular installation serving my property was verified after the concerns that gave rise to this dispute. My requests have focused on the second point.

F. Measurement Canada Testing

I accept the Measurement Canada testing showing that the meter itself operated within the required accuracy limits. However, Measurement Canada testing deals with the meter itself. It does not, on its own, show that every part of the billed consumption process was verified for this account, including the CT configuration, programming, communications, billing calculations, and reconciliation. These are separate questions that need to be addressed.

G. The Complete Metering and Billing Chain

The electricity consumption billed to a customer depends on several connected steps, not just the meter. Those processes include:

- current transformer installation
- meter programming
- application of the billing multiplier
- communication of meter data
- integration with the billing system
- calculation of the resulting invoice

My concern has been whether the complete process was adequately verified for this account after the significant increase in recorded consumption. NS Power has provided documents about individual parts of that process, but the evidence still does not fully explain how those parts together support the disputed billing. The concern is not that any single part of the metering system has been proven defective. The concern is that NS Power has not shown how the verification activities it describes establish the accuracy of the complete metering and billing process for this account, especially given the unusually large increase in recorded consumption.

H. Relationship to the Broader Evidence

This issue should not be considered in isolation. It should be considered together with:

- the acknowledged administrative billing interruption
- the subsequent reconciliation of estimated charges
- the disputed pre-authorized debit
- and the independent EnerGuide assessments documenting improved energy efficiency (See Schedule D)

The combination of these circumstances led me to ask for additional account-specific verification. Those requests were reasonable.

I. Findings Requested

I am not asking the Board to find that the commissioning documents or Measurement Canada testing are inaccurate. I ask the Board to decide whether NS Power's evidence adequately answers the account-specific questions raised throughout this proceeding. Those questions remain only partly answered.

VII. ISSUE FOUR – RECORDED ENERGY CONSUMPTION AND ENERGUIDE EVIDENCE

A. Overview

The fourth issue concerns the relationship between the documented improvements to the home's energy efficiency and the significant increase in electricity consumption recorded in the disputed billing. I do not rely on the EnerGuide assessments as proof that NS Power's billing was wrong. Rather, they are independent evidence showing why my request for additional technical verification was reasonable.

B. Independent Energy Assessments

Before starting major renovations, I obtained an EnerGuide home evaluation. That assessment estimated the home's annual energy requirement at about 137 GJ/year, compared with about 179 GJ/year for a typical new home built to current standards. After the renovations were completed, I obtained a second EnerGuide assessment. That assessment estimated annual energy requirements of about 112 GJ/year, an improvement of about 25 GJ/year, or roughly 18%. It also showed that the home's modeled annual energy requirement was much lower than that of a typical new home: 112 GJ/year compared with 179 GJ/year. (See Schedule D)

C. Recorded Electricity Consumption

During roughly the same period, NS Power's records show that average daily electricity consumption increased from about **85 kWh per day** (from 1/25/2025 to 11/25/2025)**,** before the renovations, to about **141 kWh per day** afterward - an increase of approximately **66%**! A subsequent bill sent on May 26, 2026 for 59 days showed a usage rate of **82 kWh/day,** which was similar to the average usage rate prior to receiving the bill showing 141 kWh/day. I acknowledge an EnerGuide assessment models overall home energy performance; it does not directly measure actual electricity consumption. I also acknowledge that actual electricity use can be affected by weather, occupancy, operating patterns, and other factors.

D. Significance

I am not saying that the EnerGuide assessments prove NS Power's billing is wrong. They do show, independently, that significant improvements were made to the home's energy performance immediately before the disputed increase in recorded electricity consumption. In those circumstances, it was reasonable to ask NS Power to explain the apparent inconsistency between the documented energy-efficiency improvements and the much higher electricity consumption shown on the account. NS Power has explained how its metering and billing systems generally work, but it has not fully explained why recorded electricity consumption for this account increased so substantially despite the documented improvement in the home's modeled energy performance.

If the post-renovation electricity consumption had been modestly higher, I likely would have accepted that normal variations in weather or occupancy explained the difference. What concerned me was the magnitude of the increase—**approximately 66%—**despite documented improvements in the home's modeled energy performance.

E. Findings Requested

I am not asking the Board to infer that the EnerGuide assessments disprove the disputed billing. The EnerGuide evidence is part of the factual context showing why requests for account-specific verification and billing reconciliation were reasonable and appropriate.

VIII. OVERALL ASSESSMENT OF THE EVIDENCE

A. The Evidence Considered Collectively

Throughout this proceeding, NS Power has provided additional explanations about its billing chronology, payment processes, metering installation, commissioning records, and meter testing. I acknowledge those explanations and have revised this submission where appropriate to reflect the information now available. Even so, several account-specific questions remain unresolved. Each issue discussed in this submission may have an explanation when considered on its own. Taken together, however, they show that the record remains incomplete in several important respects.

B. Remaining Questions

Those remaining questions include:

(a) whether the disputed pre-authorized debit remained authorized after Auto Pay had been revoked

(b) whether the methodology used to calculate the account-specific billing reconciliation has been sufficiently explained

(c) whether the evidence produced by NS Power fully demonstrates the verification of the complete account-specific metering and billing chain for this installation

(d) whether the substantial increase in recorded electricity consumption has been adequately reconciled with the independent EnerGuide assessments documenting improved energy performance

None of these questions, on their own, prove that the disputed billing was wrong. Together, however, they explain why I kept asking for additional documentation and technical clarification, much of which was not provided until NS Power's July 17, 2026 response to the Board.

C. Standard to be Applied

In my view, the central question is whether NS Power has adequately supported its position with the evidence now before the Board. I acknowledge NS Power has answered many of the questions originally raised, much of which was not provided until their response to this Board on July 17, 2026. The remaining questions are narrower, account-specific, and directed to matters that have not yet been fully explained.

IX. RELIEF REQUESTED

For the reasons set out above, I ask the Board to:

(a) find that Nova Scotia Power has not adequately supported the disputed billing and related pre-authorized debit on the current record

(b) alternatively, direct Nova Scotia Power to provide:

1. a complete reconciliation of the disputed billing, including the methodology used to calculate the estimated energy credits and subsequent reconciliation
2. the provisions of the governing PAD Agreement and associated customer disclosures relied upon in concluding that the disputed pre-authorized debit remained authorized after Auto Pay had been revoked
3. any additional account-specific installation records or verification relied upon in confirming the accuracy of the metering and billing process for this account
4. such further explanation as may be necessary to reconcile the independent EnerGuide assessments with the significant increase in recorded electricity consumption reflected in the disputed billing

I also request any further relief the Board considers appropriate.

X. CONCLUSION

Throughout this proceeding, I have tried to approach the matter objectively and in good faith. I acknowledge NS Power has provided additional information and documents during this appeal, and that this information has resolved some of the issues originally raised. However, important account-specific questions remain.

My position is not that NS Power's explanations are necessarily wrong; it is that those explanations do not fully reconcile the disputed billing, explain the methodology used in the billing reconciliation, or show that the disputed pre-authorized debit remained authorized under the PAD Agreement after Auto Pay was cancelled. Similarly, although NS Power has provided commissioning records, CT information, billing multiplier information, and Measurement Canada testing, the evidence does not fully explain how the complete metering and billing chain was verified for this installation given the extraordinary increase in recorded electricity consumption that led to this dispute.

Throughout this matter, I have asked for objective evidence rather than asking the Board to simply accept my opinion. I have also acknowledged where NS Power's evidence has resolved issues that were originally raised. The remaining questions are limited, specific, and focused on matters that remain unresolved on the current record. I ask the Board to find that NS Power has not yet adequately supported the disputed billing and related actions, or alternatively to direct NS Power to provide the additional account-specific explanations and supporting documents needed to resolve the remaining issues before the dispute is finally decided.

All issues raised in this submission are based on the evidence now before the Board. Where I ask for further explanation or documentation, the purpose is to make the disputed billing and related actions understandable and verifiable. Had these account-specific explanations been provided when I first requested them, it is quite possible this matter would never have reached the Board.

SCHEDULE A

Authorities Relied Upon

I have relied on the following documents:

1. Nova Scotia Power Submission dated July 17, 2026
2. My correspondence with Nova Scotia Power and the Dispute Resolution Officer
3. Payments Canada Rule H1 and the Payments Canada Business Guide respecting Pre-Authorized Debits
4. Measurement Canada meter accuracy test documentation
5. EnerGuide Home Evaluation (June 2025)
6. EnerGuide Home Evaluation (Post-Renovation)
7. Nova Scotia Power invoices and account statements
8. RBC account statement confirming return of disputed funds on June 11, 2026

SCHEDULE B

Chronology

Date	Event	Reference
April 25, 2025	Nova Scotia Power announced a cybersecurity incident that disrupted communications with its metering and billing systems. Nova Scotia Power notified me that personal information associated with my account, including banking information	
June 4, 2025	Nova Scotia Power resumed billing for most customers using estimated consumption until actual meter readings became available.	
June 2025	Initial EnerGuide assessment	EnerGuide Report #1
Summer/Fall 2025	Windows, insulation and heat pump installed	I
Sept. 25, 2025	Reconciliation invoice	NS Power Submission
Nov. 2025	Regular invoice issued	NS Power Submission
Post-renovation	Second EnerGuide assessment	EnerGuide Report #2
Mar. 27, 2026	Disputed invoice issued	NS Power Submission
Mar. 31, 2026	Auto Pay disabled	I
April 2026	PAD withdrawn	Bank Statement
June 11, 2026	RBC returned funds	RBC Statement

Date	Event	Reference
July 17, 2026	NS Energy Board submission	Board Record

SCHEDULE C

Billing Reconciliation

Description	Amount
May invoice	$934.60
July invoice	$866.20
Invoice total	$1,800.80
Credits identified by NS Power (estimated energy charges)	$1,715.06

Observation

I acknowledge credits totaling approximately $1,715.06 were applied to the account.

The remaining issue is not whether credits existed.

The remaining issue is that NS Power has not disclosed the calculations showing how those estimated energy charges were determined or reconciled against the final billed consumption.

SCHEDULE D

Independent Energy Performance Evidence

Assessment	Annual Energy Requirement
Pre-renovation	**137 GJ/year**
Post-renovation	**112 GJ/year**
Improvement	**25 GJ/year**
Typical New Home	**179 GJ/year**

Recorded Electricity Consumption

Period	Average Daily Consumption
Before renovations	~85 kWh/day
After renovations	~141 kWh/day
Increase	~66%

The EnerGuide assessments are not relied upon as proof that the billing is incorrect. Rather, they demonstrate that my request for additional account-specific verification was objectively reasonable.

SCHEDULE E

Metering and Verification

Topic	NS Power Response	Remaining Concern
CT Ratio	300:5 identified	How was the programming independently verified?
Billing Multiplier	60 identified	What evidence confirms correct programming and application?
Commissioning	Documentation provided	What verification of the complete account-specific metering and billing chain was performed?
Measurement Canada Test	Meter within tolerance	Addresses the meter itself, not the complete account-specific billing process
Communications	Verified	How were communications and billing integration validated after the abnormal consumption became apparent?
Consumption Anomaly	Not directly addressed	How is the increased recorded consumption reconciled with improved energy efficiency?

SCHEDULE F

Payments Canada Rule H1

Relevant Requirements

Rule H1 requires that a Payor's PAD Agreement include:

- authorization to debit the account;
- the amount or method of determining the amount;
- timing of withdrawals;
- instructions describing how the agreement may be cancelled; and
- the mandatory recourse statement.

Mandatory Recourse Statement

"You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.payments.ca."

Purpose of Rule H1

"Payments Canada and its participant financial institutions have established terms and conditions for the processing of PADs to ensure proper authorization and protect against improper withdrawals."
I do not ask the Board to determine whether Rule H1 was violated. Rather, NS Power has not shown how the disputed withdrawal remained authorized under the governing PAD Agreement after Auto Pay had been revoked.

SCHEDULE G

Questions Remaining Before the Board

The following questions remain unanswered on the current record:

1. Where in the PAD Agreement or MyAccount is it disclosed that cancelling Auto Pay does not cancel a previously scheduled PAD?
2. What methodology was used to calculate the estimated energy charge credits and reconcile them against the final billing?
3. How was the complete metering and billing chain verified for this account-specific installation?
4. How does NS Power reconcile the substantial increase in recorded electricity consumption with the independently documented improvement in the homy modeled energy efficiency?
5. Has NS Power produced sufficient account-specific evidence to substantiate the disputed billing and related actions?