

CITY OF KELOWNA

BYLAW NO. 11510

Amendment No. 6 to Utility Billing Customer Care Bylaw No. 8754

The Municipal Council of the City of Kelowna, in open meeting assembled, enacts that the City of Kelowna Utility Billing Customer Care Bylaw No. 8754 be amended as follows:

1. THAT the preamble be amended by deleting the following:

"WHEREAS the City of Kelowna operates various public utilities, including a water service system, a sanitary sewer collection system, and a streetlight system;

AND WHEREAS the City has entered into a contract for the provision of billing and account services with respect to its various public utilities;"

And replace with:

"WHEREAS the City of Kelowna operates various public utilities, including a water service system and a sanitary sewer collection system;"
2. AND THAT Section 4. **APPLICATION FOR UTILITY BILLING ACCOUNT**, 4.1 Applications be amended by deleting the words "or occupant" after the word "The" at the beginning of the paragraph;
3. AND THAT Section 4.3. Not Transferable be deleted that reads:

"4.3. Not Transferable

A **Utility Billing Account** is specific to the **Customer** in whose name it is opened, and is not transferable to another person, without the **City's** explicit consent."

And replace it with:

"4.3. Transferability

"A **Utility Billing Account** is specific to the property and is only transferable between owner(s) on title."
4. AND THAT Section 5. **SECURITY DEPOSITS** be deleted in its entirety that reads:

"5.1 Deposit Required

A refundable security deposit shall be charged to all **Utility Billing Accounts** related to commercial or residential premises.

5.2 Payment of Deposit

(1) In the case of a **Utility Billing Account** being opened by a person who has not previously had a **Utility Service** terminated for the reasons outlined in section 10.1 of this bylaw, the security deposit shall be paid in full on or before the due date, as outlined in section 8.3 of this bylaw,

for the first invoice in relation to the **Utility Billing Account**, unless the **Customer** is able to demonstrate that severe financial hardship would result, in which case the security deposit may be paid in no more than three equal instalments over the first three invoice periods.

- (2) In the case of a **Utility Billing Account** being opened by a person who has previously had a **Utility Service** terminated for the reasons outlined in section 10.1 of this bylaw, the security deposit, along with all other outstanding amounts owing as outlined in section 4.4 of this bylaw, shall be paid in full before the **Utility Billing Account** is opened or re-opened, as the case may be.

5.3 Interest on Security Deposits

The **City** shall pay interest on any security deposit received, which shall be calculated using the annual "Security Deposit Interest Rate" set by the Residential Tenancy Office of the Province of British Columbia's Ministry of Public Safety and Solicitor General, on the following terms:

- (1) interest shall be calculated and credited on the first invoice or billing notice of each calendar year to all **Utility Billing Accounts** for which a security deposit is held; and
- (2) if a **Utility Billing Account** is being closed, interest still outstanding shall be calculated and credited on the final invoice or billing notice.

5.4 Exceptions

Despite section 5.1 of this bylaw, a security deposit shall not be charged if one or more of the following circumstances applies:

- (1) The **Utility Billing Account** was open and active as of the date of coming into force of this bylaw; or
- (2) The application for the **Utility Billing Account** is accompanied by a "Security Deposit Waiver", as outlined in Schedule A which is attached to, and is part of, this bylaw. The Security Deposit Waiver must be signed by the registered owner(s), or authorized signatory(s), of the property on which the premises to which the **Utility Service** relates is located, in acknowledging the potential for unpaid amounts to be deemed to be taxes in arrears, under section 8.6 of this bylaw; or
- (3) The application for the **Utility Billing Account** is made in relation to **Utility Services** to be provided to premises which:
 - (a) qualify for mandatory exemption from payment of local government property taxes under the *Community Charter* or other applicable legislation; or
 - (b) qualify for permissive exemption from payment of local government property taxes under the *Community Charter* or other applicable legislation and have been exempted by the **City** for the current year; or
- (4) The amount of the calculated security deposit is less than \$25.00.

5.5 Previous Discontinuance

Despite section 5.4 of this bylaw, a security deposit shall be charged to all **Utility Billing Accounts** where the **Customer** has previously had **Utility Service** to any premises discontinued pursuant to section 10.1 of this bylaw or any other applicable bylaw.

5.6 Amount of Deposit

The amount of the security deposit referred to in section 5.1 or 5.5 of this bylaw shall be equal to:

- (1) the total amount of the user rate (based on consumption or estimated consumption) charged, for the two months in the previous twelve months, during which the consumption was the highest for the premises to which the **Utility Service** and the **Utility Billing Account** relates; or
- (2) where no **Utility Service** has been provided to the premises in the past, or where the size, capacity or type of **Utility Service** has previously been different than what is being applied for (for example, but not exclusively, where a premises was previously used as a laundromat but is in future to be used as a clothing store), or where no **Utility Billing Account** has existed, the total amount of the estimated user rate charged, for the two consecutive months, in the previous twelve months, during which the consumption would have been the highest, for a similar premises being used in a similar manner.

5.7 Letter of Credit

If the security deposit is calculated to be greater than \$1,000.00, a Letter of Credit, which shall be renewed annually for the period that the security deposit is required, may be provided in place of cash payment.

5.8 Refund of Deposit

A security deposit, plus any outstanding interest calculated pursuant to section 5.3(2) of this bylaw, shall be refunded by crediting the amount of the deposit to the **Utility Billing Account** for which it was paid, if:

- (1) in the case of a **Utility Billing Account** relating to **Utility Service** to a residential premises, within the period of twelve months from the date the security deposit was paid, the **Utility Billing Account** is, and has been for the entire period, in good standing with no outstanding amounts owing or penalties applied; or
- (2) in the case of a **Utility Billing Account** relating to **Utility Service** to a commercial premises, within the period of three years from the date the security deposit was paid, the **Utility Billing Account** is, and has been for the entire period, in good standing with no outstanding amounts owing or penalties applied; or
- (3) the **Utility Billing Account** is closed entirely and is not transferred under the same **Customer** to another premises within the **City**."

5. AND THAT Section 6. **RESPONSIBILITY FOR PAYMENT** be deleted in its entirety that reads:

"6.1 **Utility Billing Account**

A **Customer** shall be responsible for payment of the applicable deposits, user rates, fees, or other charges, as set out by this or any other applicable bylaw, charged to his/her **Utility Billing Account**.

6.2 **No Utility Billing Account**

The owner or occupant of any premises making use of any **Utility Service** being operated by the **City**, but in relation to which, for whatever reason, no **Utility Billing Account** exists, shall be responsible for payment of deposits, user rates, fees, or other charges equal to those that would have been applicable if **Utility Billing Account** had been open and in existence."

And replace it with:

“6.1 Utility Billing Account

A **Customer** shall be responsible for payment of all charges and fees, as set out by this or any other applicable bylaw, charged to the customer’s **Utility Billing Account**.

6.2 No Utility Billing Account

The owner of any premises making use of any **Utility Service** being operated by the **City**, but in relation to which, for whatever reason, no **Utility Billing Account** exists, shall be responsible for payment of all charges and fees equal to those that would have been applicable if a **Utility Billing Account** had been open and in existence.”

6. AND THAT Section 7. **METER READING** be amended by:

a) Deleting Section 7.2 Date of Reading in its entirety that reads:

“A **Meter** may be read on any date during a billing period, however, as nearly as possible, the **City** shall endeavor to read **Meters** on the same date in each billing period.”

And replace it with:

“A **Meter** may be read on any date during a billing period, however, as nearly as practical, the **City** shall endeavor to read **Meters** on the same date in each billing period.”

b) Deleting Section 7.4 Estimates in its entirety that reads:

“If a **Meter** at a particular location is not able to be read with reasonable accuracy by the **City** or the **Customer**, or the **City** has not required the **Customer** to supply the reading, for whatever reason, or if no **Meter** has been installed, the **City** may estimate the level or amount of use or consumption of the pertinent **Utility Service** over the applicable period.”

And replace it with:

“If a **Meter** at a particular location is not able to be read with reasonable accuracy the **City** may estimate the level or amount of use or consumption of the **Utility Service** over the applicable period.” And

c) Deleting from Section 7.5 Re-reading the words “he/she” after the words “or has not been read accurately,” and replace it with “the customer”.

7. AND THAT Section 8. **BILLING** be amended by:

a) Deleting Section 8.1 Frequency that reads:

“Invoices shall be rendered bi-monthly for the applicable deposits, user rates (whether based on level or amount of use or consumption, or on a flat rate), fees, or other charges, owing in relation to **Utility Billing Accounts**, and set out in this or any other applicable bylaw.”

And replacing it with;

“Invoices shall be rendered bi-monthly for all applicable charges and fees, owing in relation to **Utility Billing Accounts**, and set out in this or any other applicable bylaw.”

b) Deleting Section 8.3 Payment Due that reads:

“Payment shall be due and payable within seventeen (17) business days of the billing date shown on the invoice.”

And replacing it with:

"Payment shall be due and payable by the due date shown on the invoice."

- c) Amending Section 8.6 Deemed Taxes in arrears by deleting the words "whether incurred by an owner or another **customer** at" and replace it with "for";

8. AND THAT Section 9. **BILLING ERRORS** be amended by:

- a) Deleting Section 9.1 Error Found that reads:

"Where an error is found to have been made in the amount invoiced or billed to a **Utility Billing Account**, the amount either under-billed or over-billed shall be debited from or credited to the **Utility Billing Account** and shown on the next invoice, subject to any arrangements made pursuant to section 9.3 of this bylaw."

And replacing it with:

"Where an error is found to have been made in the amount invoiced or billed to a **Utility Billing Account**, the amount either under-billed or over-billed shall be debited from or credited to the **Utility Billing Account** and shown on the next invoice, subject to any arrangements made pursuant to section 9.3 of this bylaw and the following restrictions:

- (a) The adjustment period is limited to the time that the current owner is on title
- (b) The adjustment period(s) for under-billing are to a maximum of 1 year
- (c) The adjustment period(s) for over-billing are to a maximum of 6 years or when the current owner came on title for the property, whichever is less"

- b) Deleting the sentence in Section 9.4 Other Cause that reads:

"Where an error of under-billing is found to have been made in the amount invoiced or billed to a **Utility Billing Account**, and that error is a result of unauthorized use of a **Utility Service**,"

And replace it with:

"Where an under-billing is found to have been made in the amount invoiced or billed to a **Utility Billing Account** as a result of unauthorized use of a **Utility Service**,"

9. AND THAT Section 10. **TERMINATION OF SERVICE/CLOSURE OF ACCOUNTS** be deleted in its entirety that reads:

"10. TERMINATION OF SERVICE/CLOSURE OF ACCOUNTS

10.1 Termination by City

The **City** may terminate **Utility Service** where,

- a) an amount has been invoiced and is due and payable, and remains unpaid as of the payment due date as set out in section 5.2 or section 8.3 of this bylaw; or
- b) safety of life or property is at risk; or
- c) where any provision of this bylaw, the City's Sewer Connection Charge Bylaw or the City's Water Regulation Bylaw has been violated; or
- d) an occupier has not applied for a **Utility Billing Account**.

10.2 Notice of Termination

- (1) In a case where safety of life or property is at risk, **Utility Service** may be terminated immediately and without notice.
- (2) In a case where the **City** plans to terminate a **Utility Service** because of unpaid amounts that have been invoiced and are due and payable, a notice of termination shall be provided which shall include at least one of the following:
 - (a) a "Cut Off Notice" billing message included on an invoice for the relevant **Utility Billing Account**;
 - (b) a warning letter mailed to the mailing address supplied by the **Customer** or delivered to the service location of the **Utility Billing Account**;
 - (c) a telephone call to the relevant **Customer**, which may include speaking directly with the **Customer** or leaving a message on an answering service or machine at the **Customer's** contact telephone number; or
 - (d) a notice or tag left on the door at the service location of the **Utility Billing Account** at least two working days prior to scheduled termination.
- (3) In a case where the **City** plans to terminate a **Utility Service** because an occupier has not applied for a **Utility Billing Account**; a notice of termination of the **Utility Service** shall include:
 - (a) a "Request for Application" tag left on the door at the service location allowing two business days to set up a **Utility Billing Account**; and
 - (b) notice that, should the occupant of the service location not set up a **Utility Billing Account** after the expiration date indicated on the "Request for Application", the **Utility Service** may be terminated until a **Utility Billing Account** has been created at the service location; and
 - (c) that, if the premise remains vacant for more than two months, standard base rates will continue to apply and the account will be activated under the owner's name.
- (4) In a case where the **City** plans to terminate a **Utility Service** because of a violation of any provision of this bylaw, or the City's Sewer Connection Charge Bylaw or the City's Water Regulation Bylaw, other than for non-payment of a fee or charge, the affected **Customer** shall, through a written request to the City, be given an opportunity to make a presentation to Council regarding the planned termination.

10.3 Request for Termination from Customer

A **Customer** wishing to close his/her **Utility Billing Account** shall give the **City** a minimum of two full business days' notice of the date on which the **Utility Billing Account** is to be closed. Where such notice is not provided, the **Customer** shall be responsible for payment of any amounts attributed to use or consumption of the **Utility Service** for the period between the date that notice was received by the **City**, and the earlier of the date service was terminated or twenty-four hours following such notice.

No **Utility Billing Account** shall be closed, whether or not related **Utility Service** has been terminated, until all outstanding amounts owing have been paid."

And replacing it with:

"10. TERMINATION OF SERVICE

10.1 Termination by City

The **City** may terminate **Utility Service** where,

- (1) safety of life or property is at risk; or

- (2) where any provision of this bylaw, the City's Sewer Connection Charge Bylaw, the Sanitary Sewer Storm Drain Regulation Bylaw, the Sewerage System User Bylaw, or the City's Water Regulation Bylaw has been violated.

10.2 Notice of Termination

- (1) In a case where safety of life or property is at risk, **Utility Service** may be terminated immediately and without notice.
- (2) In a case where the **City** plans to terminate a **Utility Service** because of a violation as per 10.1(1) the affected **Customer** shall, through a written request to the City, be given an opportunity to make a presentation to Council regarding the planned termination."

- 10. AND THAT **SCHEDULE "A" – Security Deposit Waiver** be deleted in its entirety.
- 11. This bylaw may be cited as "Amendment No. 6 to City of Kelowna Utility Billing Customer Care Bylaw No. 8754".
- 12. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first, second and third time by the Municipal Council this 27th day of November, 2017.

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk