CONDITIONS OF SERVICE

Canada

Effective: April 1, 2026

To contact Canada Utility Management

call **1-800-805-5216**
e-mail **info@canadautility.ca**
web **canadautility.ca**

Table of Contents

Preface	3
Section 1 – Glossary of Terms	3
Section 2 – Introduction	4
2.1 Identification	4
2.2 Applicable Laws and Governing Regulations	4
2.3 Amendments and Changes	4
2.4 Contact Information	4
2.5 Customer Rights	5
2.6 Company Rights	5
2.7 Disputes	5
Section 3 – General Activities	6
3.1 Service Contracts	6
3.2 Disconnection and Suspension	6
3.3 Metering	8
3.4 Tariffs and Charges	9
3.5 Customer Information and Privacy	11
Appendix A – Schedule of Fees and Charges	12

Preface

Canada Utility Management Ltd. (“Canada Utility” or the “Company”) provides submetering, ratio utility billing (RUBS), billing, and related utility recovery services to multi-residential and commercial property owners and their residents across Canada. These Conditions of Service describe the operating practices, service standards, and obligations that govern the relationship between Canada Utility and its customers.

These Conditions of Service are intended to be clear, fair, and consistent with all applicable federal and provincial laws and regulations. In the event that applicable law in a jurisdiction is more restrictive than any provision of these Conditions of Service, the applicable law shall prevail.

A current version of this document is available at canadautility.ca and may be obtained from a Canada Utility representative at no charge. Canada Utility may charge a reasonable fee for additional printed copies.

Section 1 – Glossary of Terms

“Applicable Laws”

Means all applicable federal and provincial statutes, regulations, codes, orders, rules, and guidelines governing the provision of submetering and utility billing services in the jurisdiction where services are provided.

“Bill or Invoice”

A statement issued by Canada Utility setting out the charges payable by a Customer for a given billing period.

“Commodity”

Electricity, cold water, hot water, natural gas, thermal energy (heating or cooling), or any other utility service provided or billed by Canada Utility.

“Company”

Canada Utility Management Ltd., incorporated under the laws of British Columbia, Canada.

“Contract or Agreement”

A written or implied agreement between Canada Utility and a Customer for the provision of services. The use of submetering services constitutes acceptance of an implied contract in accordance with these Conditions of Service.

“Customer”

A resident, unit owner, tenant, or other person who receives, or is responsible for the payment of, submetered or allocated utility services from Canada Utility.

“Disconnection”

The deactivation or interruption of a utility service to a Customer’s unit or premises.

“Distributor”

Canada Utility Management Ltd.

“Eligible Low-Income Customer”

A residential customer with a pre-tax household income at or below the applicable low-income threshold established under provincial law or regulation, as determined by a qualified social service or government agency.

“Local Distribution Company (LDC)”

The regulated utility responsible for delivering a Commodity to a property via the master meter.

“Measurement Canada”

The federal agency responsible for ensuring the integrity and accuracy of measurement devices, including electricity, water, and gas meters, in Canada.

“Owner”

The person or entity that owns the property on which a submetering system is installed and operated.

“Property Manager”

A person or entity engaged by an Owner to manage a property on which Canada Utility provides services.

“Rate”

Any financial charge, fee, or penalty applicable under these Conditions of Service or an Agreement.

“RUBS (Ratio Utility Billing System)”

A method of allocating utility costs to individual units based on a predetermined formula (e.g., occupancy, unit size) where individual submeters are not installed.

“Service Unit”

An individual residential or commercial unit within a multi-unit property that is metered or allocated utility services by Canada Utility.

“Submetering”

The measurement of individual utility consumption at the Service Unit level using meters installed by or on behalf of Canada Utility.

Section 2 – Introduction

2.1 Identification

Canada Utility Management Ltd. is incorporated under the laws of British Columbia and provides submetering, RUBS, billing, collections, and related utility management services to multi-residential and commercial properties throughout Canada where regulations permit. Canada Utility operates as a licensed or registered submetering provider in applicable provinces and complies with all provincial regulatory requirements in those jurisdictions.

2.2 Applicable Laws and Governing Regulations

Canada Utility shall comply with all Applicable Laws in each province where it provides services. These Conditions of Service are supplemented by, and subject to, the specific regulatory requirements of each province. Where provincial regulations impose requirements beyond those stated here, the provincial requirements will govern.

Canada Utility holds applicable licences and registrations required under provincial law, including (where applicable) the Ontario Energy Board's Smart Submetering framework and equivalent provincial regulatory regimes.

2.3 Amendments and Changes

These Conditions of Service, and any amendments made from time to time, form part of every Contract between Canada Utility and its Customers. This document supersedes any prior conditions of service, whether oral or written.

Canada Utility will provide reasonable notice to Customers of any material changes to these Conditions of Service. Notice may be provided on the Company's website, on a bill, or by direct written communication. The current version is always available at canadautility.ca.

Customers are responsible for checking the Canada Utility website to ensure they have the most current version of these Conditions of Service.

2.4 Contact Information

Mailing Address:	Canada Utility Management Ltd. 142 – 757 West Hastings Street, Suite #609 Vancouver, BC V6C 1A1
Toll-Free:	1-800-805-5216
Email:	info@canadautility.ca
Website:	canadautility.ca
Hours:	Monday – Friday, 8:00 a.m. – 5:00 p.m. (Pacific Time) Closed Saturday, Sunday, and Canadian statutory holidays.

After-hours emergency service is available for life-safety situations. Customers should call the toll-free number and follow the prompts for after-hours assistance.

2.5 Customer Rights

Customers have the right to:

- Receive accurate, clear, and timely bills reflecting actual or estimated consumption;
- Request a review or dispute of any bill or charge;
- Receive reasonable advance notice before any planned service interruption;
- Have their personal information protected in accordance with applicable privacy laws;
- Access a complaint process and, if unresolved, escalate matters to the applicable provincial regulatory authority;
- Be treated with courtesy and respect by Canada Utility staff and agents.

2.6 Company Rights

Canada Utility reserves the right to:

- Install, access, inspect, maintain, and remove metering equipment on a Customer's property with reasonable notice, except in emergencies;
- Disconnect services in accordance with Section 3.2 of these Conditions of Service;
- Amend rates and charges subject to Applicable Laws and reasonable notice to Customers;

- Recover outstanding amounts through lawful collection measures, including collection agencies;
- Require a security deposit in accordance with Section 3.4.1.

All Canada Utility metering equipment located on a Customer's property remains the property of Canada Utility and is in the care and custody of the Customer. Customers must not obstruct access to metering equipment and must not damage, tamper with, or interfere with any meter or associated equipment. Damage beyond normal wear and tear will be charged to the Customer. Only authorized Canada Utility employees or agents may inspect, repair, remove, or replace Company equipment.

2.7 Disputes

Canada Utility is committed to resolving customer disputes promptly and fairly.

Verbal Complaints

A Customer who contacts Canada Utility by telephone will be asked to provide their name, service address, account number, and the nature of the complaint. The complaint will be logged on the Customer's account and escalated if it cannot be resolved by the first point of contact.

Written Complaints

Customers may submit a written complaint by email or mail to the contact information in Section 2.4. Canada Utility will acknowledge receipt within five (5) business days and provide a full written response within fifteen (15) business days of receipt. Canada Utility will maintain a record of all complaints, including their nature and resolution.

Escalation

If a complaint remains unresolved after Canada Utility's internal process, the Customer may escalate the matter to the applicable provincial regulatory body (e.g., the Ontario Energy Board in Ontario, or the relevant provincial authority in other provinces). Canada Utility will cooperate fully with any regulatory review.

Section 3 – General Activities

3.1 Service Contracts

3.1.1 Written Contracts

Canada Utility requires each Customer to complete an enrollment form or customer services agreement prior to the commencement of services. Enrollment may be completed online at canadautility.ca or by submitting a signed paper form to Canada Utility.

3.1.2 Implied Contracts

Notwithstanding the absence of a signed agreement, any Customer who uses or receives Commodities submetered or allocated by Canada Utility shall be deemed to have accepted an implied contract and shall be liable for all applicable charges. The use of services constitutes acceptance of these Conditions of Service as amended from time to time.

3.1.3 Unit Owner Responsibility

In condominium buildings, if a unit owner has rented or leased their unit, the unit owner shall remain the Customer of record and shall be responsible for all amounts owing to Canada Utility in respect of that unit, regardless of the terms of any lease between the owner and the tenant. Canada Utility and a

landlord may enter into an agreement whereby the landlord automatically assumes responsibility for charges after a tenant account is closed.

3.1.4 Account Changes

When a Customer requests to close an account, a final bill will be issued and a new account will be established in the name of the incoming occupant or the Owner. New account setup charges apply as set out in Appendix A.

It is the Customer's responsibility to notify Canada Utility of any changes to contact, mailing, or billing information.

3.2 Disconnection and Suspension of Service

3.2.1 Grounds for Disconnection

Canada Utility reserves the right to disconnect or suspend services under the following circumstances:

- Non-payment of an outstanding account balance;
- Failure to comply with a term of a Customer services agreement or these Conditions of Service;
- Fraudulent activity, including opening accounts under false names to avoid payment;
- Tampering with, damaging, or obstructing access to metering equipment;
- Discovery of a hazardous condition on the premises not corrected within a reasonable time;
- A court order directing disconnection;
- Emergency, safety, or system reliability reasons;
- Any other grounds permitted by Applicable Laws.

Canada Utility shall not be liable for any damage to the Customer's premises or property resulting from a disconnection carried out in accordance with these Conditions of Service.

3.2.2 Non-Payment Process

Bills are due within twenty (20) days of the billing date. If payment is not received by the due date, Canada Utility may initiate the following collection process:

- A reminder notice will be issued three (3) days after the due date;
- A formal disconnection notice will be issued ten (10) days after the due date, by mail or email, specifying the earliest and latest disconnection date, available payment methods, and information about arrears programs and low-income assistance;
- Canada Utility will make a reasonable attempt to contact the Customer directly (by phone and/or email) at least forty-eight (48) hours before the scheduled disconnection date;
- If satisfactory payment or a payment arrangement has not been made within fourteen (14) days of the disconnection notice, Canada Utility may proceed with disconnection.

Customers with a physician's written documentation that disconnection would pose a significant health risk will receive a minimum of sixty (60) days' notice before disconnection for non-payment.

Customers who use life-support equipment that requires an uninterrupted power supply must notify Canada Utility in writing and must maintain their own backup power source. Canada Utility is not responsible for any medical consequences arising from a service interruption.

3.2.3 Suspending Disconnection Action

Disconnection action will be suspended for twenty-one (21) days if, during the disconnection notice period:

- A registered charity, government agency, or social services agency advises Canada Utility that it is assessing the Customer's eligibility for bill payment assistance; or
- A third party previously designated by the Customer advises Canada Utility that it is arranging assistance on the Customer's behalf.

If Canada Utility does not proceed with disconnection within fourteen (14) days of the disconnection notice date or the lifting of a suspension, a new disconnection notice will be issued.

If a Customer provides false payment information or NSF instruments to defer disconnection, Canada Utility may disconnect service without further notice.

3.2.4 Arrears Payment Agreements

Canada Utility will make arrears management programs available to residential Customers unable to pay outstanding balances in full. Key terms include:

- A down payment of up to fifteen percent (15%) of the arrears (including late payment charges) may be required;
- Eligible Low-Income Customers may be required to make a down payment of up to ten percent (10%) on first or subsequent agreements;
- Standard repayment periods: five (5) months for balances under twice the average monthly bill; ten (10) months for balances over twice the average monthly bill;
- Low-income repayment periods: eight (8) months (up to 2x average bill); twelve (12) months (2x to 5x average bill); sixteen (16) months (over 5x average bill).

If a Customer defaults on more than one payment under an arrears agreement, Canada Utility may cancel the agreement after providing ten (10) days' written notice. A Customer who successfully completes an arrears agreement may request a new agreement after two (2) years. Eligible Low-Income Customers may request a new agreement at any time.

Any security deposit held on account will be applied to arrears before an arrears agreement is entered into.

3.2.5 Reconnection

Service will be reconnected during regular business hours only (Monday–Friday, 8:00 a.m.– 5:00 p.m.) after the Customer has satisfied all outstanding amounts, reconnection charges, and any required security deposit. A Customer or authorized representative over the age of 18 must be present at the time of reconnection. Reconnection charges are set out in Appendix A.

If service has been disconnected for six (6) months or more, an inspection by the applicable electrical safety authority may be required before reconnection, at the Customer's expense.

3.3 Metering

3.3.1 Meter Installation and Access

Meters will be installed at locations that do not create a safety hazard and that comply with Canada Utility's specifications and applicable standards. Canada Utility must be granted access to the property and metering equipment for installation, reading, maintenance, and inspection purposes. The building owner and/or Property Manager are responsible for maintaining unobstructed access to metering equipment.

3.3.2 Meter Reading

Canada Utility uses automated meter reading technology to obtain consumption data remotely where possible. If a reading cannot be obtained, the Customer's bill will be estimated based on historical consumption for a limited period. Estimated bills will be clearly identified as such.

3.3.3 Final Meter Reading

Customers must notify Canada Utility of a pending account closure with a minimum of ten (10) business days' notice to allow for a final meter read. A final bill will be issued upon account closure.

3.3.4 Meter Disputes and Testing

If a Customer believes their meter is inaccurate, they may request a meter review. Canada Utility will:

1. Review the Customer's account and billing history;
2. Arrange a remote load test if the initial review does not resolve the dispute;
3. Arrange a site visit for an on-site verification if the Customer remains unsatisfied, subject to the applicable fee (Appendix A);
4. Advise the Customer of the right to engage Measurement Canada for independent verification.

If Measurement Canada determines the meter is accurate, the Customer will be responsible for Measurement Canada's applicable fees. Meter dispute charges are set out in Appendix A.

3.3.5 Meter Change-Outs

Meters are replaced or re-verified in accordance with Measurement Canada standards. Canada Utility will provide reasonable advance notice of any scheduled meter replacement and will require access to the premises. The building owner and Property Manager are responsible for facilitating such access.

3.4 Tariffs and Charges

3.4.1 Security Deposits

Canada Utility may require a security deposit from new Customers or from existing Customers who do not maintain a satisfactory payment history. A satisfactory payment history means:

- No more than one (1) disconnection notice issued in the preceding twelve (12) months;
- No more than one (1) returned payment (NSF) in the preceding twelve (12) months; and
- No disconnection trip or collection visit in the preceding twelve (12) months.

Security deposits are calculated at 2.5 times the Customer's estimated average monthly bill. Deposits may be paid in equal instalments over six (6) months. Interest on deposits will be calculated at the applicable provincial rate or, where not specified, at prime less two percent (2%), adjusted quarterly. Deposits will be refunded, with accrued interest, once a Customer establishes a satisfactory payment history or upon account closure, subject to any outstanding amounts owed.

Deposit exemptions may apply for Customers who provide a letter of good-standing from another Canadian utility or a satisfactory credit reference. Exemptions are revoked upon more than one NSF payment, more than one disconnection notice, or any disconnection for non-payment within a two (2)-year period.

3.4.2 Billing Frequency and Format

Canada Utility will issue bills monthly, or as otherwise agreed in the Customer services agreement, in a clear format that includes: the Service Unit address, billing period, meter readings (or estimated reads), Commodity consumption, applicable rates, all itemized charges, and any amounts owing from prior periods. Bills will include conservation messaging and historical consumption data where practicable.

3.4.3 Prorating

Service charges and Commodity charges will be prorated for the first and final billing periods based on the actual number of days of service within a standard thirty (30)-day month.

3.4.4 Billing Errors

Where a Customer has been overbilled, Canada Utility will issue a credit or refund for up to two (2) years of overbilling. Credits equal to or greater than the Customer's average monthly bill will be refunded by cheque or at the Customer's option applied as a credit. Smaller credits will be applied to the next bill.

Where a Customer has been underbilled, Canada Utility is entitled to recover the underbilled amount for up to two (2) years. If the Customer is not responsible for the underbilling error, the amount may be repaid in equal instalments over the same period as the error. If the Customer caused the underbilling (e.g., tampering, unauthorized use), Canada Utility may require full payment on the next bill and may charge interest on the outstanding amount. These rules do not apply where Canada Utility issues a corrected bill within sixteen (16) days of the original bill.

3.4.5 Estimated Bills

Bills will be estimated only when Canada Utility is unable to obtain a meter read. Estimated amounts are based on the Customer's historical consumption. Canada Utility will make reasonable efforts to obtain actual reads for all regular billing cycles.

3.4.6 Payment Methods

Customers may pay their bills by:

- Cheque or money order mailed to the Canada Utility address in Section 2.4;
- Online or telephone banking through any major Canadian financial institution;
- Pre-authorized debit;
- Credit or debit card (a service charge applies – see Appendix A);
- Other methods as made available by Canada Utility from time to time.

The minimum payment period before a late payment charge may apply is twenty-three (23) days from the date the bill was issued. A bill sent by mail is deemed issued three (3) days after printing. A bill sent electronically is deemed issued on the transmission date. A payment by mail is deemed received three (3) days before it arrives at Canada Utility. If a due date falls on a non-business day, it is extended to the next business day.

3.4.7 Pre-Authorized Payment

Canada Utility offers a pre-authorized debit plan. The billing amount will be automatically debited from the Customer's bank account on the due date indicated on the bill. Customers will continue to receive regular statements. To enroll, Customers must complete an authorization form available at canadautility.ca and submit a void cheque. The plan may be cancelled by providing thirty (30) days' written notice to Canada Utility.

3.4.8 Late Payment Charges

A late payment charge of 1.5% per month will be applied to all overdue balances. If a partial payment is made, the late payment charge applies only to the remaining outstanding amount. Late payment charges will not be applied to Eligible Low-Income Customers who are in an active arrears payment agreement.

3.4.9 Returned Payments

A returned payment fee will be charged for each payment returned due to non-sufficient funds (NSF) or any other reason. Fees are set out in Appendix A.

3.4.10 Credit Refunds

Credit balances in excess of $10.00 remaining on a final account will be refunded by cheque within six (6) weeks of the final billing date. Stop-payment charges, if applicable, will be deducted from any reissued cheque.

3.5 Customer Information and Privacy

Canada Utility collects, uses, and discloses personal information only as required to provide services, comply with legal obligations, and as otherwise permitted under applicable privacy legislation, including the Personal Information Protection Act (BC) and the Personal Information Protection and Electronic Documents Act (Canada).

Canada Utility will not disclose Customer personal information to third parties without written consent, except:

- To agents or service providers acting on Canada Utility's behalf under confidentiality obligations;
- As required by law, court order, or regulatory authority; or
- To the building Owner or Property Manager as necessary to provide agreed services.

Customers have the right to access their personal information held by Canada Utility and to request corrections. Requests should be directed in writing to the address in Section 2.4.

Appendix A – Schedule of Fees and Charges

The following fees are effective April 1, 2026 and are subject to change with reasonable notice. All charges are subject to applicable taxes.

Description	Fee (CAD)
New Account Setup – First Commodity (Residential)	$15.00
New Account Setup – First Commodity (Commercial)	$50.00
New Account Setup – Each Additional Commodity (Residential)	$10.00
New Account Setup – Each Additional Commodity (Commercial)	$25.00
Change of Occupancy	$50.00
Final Bill (account closure)	$15.00
Arrears Certificate	$15.00
Statement of Account	$15.00
Bill Reprint	$15.00
Account History	$15.00
Credit Reference Letter	$15.00
Pulling Post-Dated Cheques	$15.00
Late Payment Charge	1.5% per month on outstanding balance (19.56% annually)
Returned Payment / Non-Sufficient Funds (NSF)	$30.00
Paper Bill Service (per bill)	$2.10
Online Payment Convenience Fee	$2.95 per transaction
Credit / Debit Card Payment Surcharge	1.75% of payment
Disconnection Notice (administrative)	$15.00
Hand Delivery of Disconnection Notice (no disconnection)	$30.00
Collection Trip Charge (no disconnection)	$30.00
Disconnection Charge	Varies by jurisdiction – contact Canada Utility for details
Reconnection Charge – During Regular Business Hours	$65.00
Reconnection Charge – After Regular Business Hours	$185.00
Meter Dispute Charge (refunded if meter found inaccurate; + Measurement Canada fees if meter found correct)	$30.00
On-Site Service Investigation	$105.00 per hour

Charges are subject to change. Canada Utility may require payment in advance for certain Customer requests. All fees are subject to applicable taxes.

END OF CONDITIONS OF SERVICE DOCUMENT

Canada Utility Management Ltd. | canadautility.ca | 1-800-805-5216