



Real Case Studies

The following case studies have been provided to show how real-life issues were handled when they came to Ombudsman Saskatchewan as a fairness complaint.

Identifying information has been removed or changed to protect the privacy and confidentiality of the individuals involved.

Case #1 - \$\$\$ For a Damaged Car

Saskatchewan Government Insurance (SGI)

Aaron finished school and started a summer job. He saved his money until he had enough money to buy a car. He bought a 1976 Nova Super Sport. Each payday he would buy a new part for his car or he would pay to have something fixed on his car. His car looked like a new car.

One morning, as he was driving to work, he was in an accident. Another person drove a car through a red light and smashed into the side of his 1976 Nova.

SGI told Aaron his car would cost more to fix than the car could be sold for. SGI would not fix it. SGI told him they would give him \$450 for the car.

Aaron was not happy with this amount of money. He said before the car was damaged, he could have sold it for more than \$450.

Aaron called the Ombudsman. He did not think the \$450 from SGI was a fair money offer.

OUTCOME

The Complaints Analyst at Ombudsman Saskatchewan suggested that Aaron get appraisals for his Nova from three different car dealerships. She also suggested that he verify the work his mechanic had recently done to his car by submitting the receipts to SGI along with the appraisals.

This was done. He sent in the mechanic's bills and the three dealership estimates. One week later, Aaron contacted Ombudsman Saskatchewan saying that he had happily accepted SGI's revised offer of \$1,500 due to the factual information he gave them.

Case #2 – The 10 Hour Call

SaskTel

Jen went to a training course in another province. When she was there she made a long distance call overseas. She billed the call to her phone number at her home in Saskatchewan. She said the call was a 10 minute call.

When her phone bill came, it was for a ten hour call. She told SaskTel she did not make a ten hour call and did not agree with the bill. She needed her phone so she paid the bill but asked them to look into it.

SaskTel told Jen the other province looked at their telephone records and the amount for the bill. They said they could not change the bill.

Jen called the Ombudsman to help her. She did not think it was fair to make her pay this bill when she only made a 10 minute call.

OUTCOME

The investigator interviewed Jen. Jen said she attended a seminar meeting in the morning and could not have been on the phone as long as was alleged. Jen supplied the name of a person who was also at the seminar. A subsequent interview with this person confirmed Jen's story. The investigator also verified that the phone call was not made at a hotel room phone, but at a pay phone.

This information was presented to SaskTel who contacted the other provincial telephone company. They checked out the phone location and found there may have been a disconnection problem, although this could not be proven.

Based on all the evidence presented to SaskTel, Jen was given the benefit of doubt. SaskTel adjusted her phone bill to a ten minute call and refunded the remaining amount to her.

Case #3 – No Money to Pay Bills

SaskEnergy, SaskPower

Larissa, a student, called the Ombudsman's office because she could not pay her bills at SaskPower and SaskEnergy. She said her heat and power may be turned off.

She could not pay because she could not find a full-time job. She was working at two part-time jobs. Her roommate would not help her pay the bills.

OUTCOME

The Ombudsman's office sent Larissa to the Department of Justice, Debt Mediation Service to ask for some help with how to set up and use a budget for her money. She was to ask SaskPower and SaskEnergy for a payment plan for her bills. She could pay them a small amount each month for a few months.

Larissa did this. She showed her budget to SaskPower and SaskEnergy. SaskPower and SaskEnergy agreed to let her pay a small amount each month until her bills were paid.

Case #4 – The Lost Loan

Department of Education (Student Loans are now under Advanced Education and Employment)

Chelsea got a student loan from the Department of Education. Soon after she finished her academic year, the Department reassessed her application and decided that the loan had been granted in error. As a result, the loan would be treated as an over-award and would not be eligible for any special benefits, such as interest relief or forgiveness.

Furthermore, the over-award would be deducted from any future student loans and Chelsea would only be given the balance, if any.

Chelsea was planning to attend university for at least another year and could not afford to continue her studies without financial help, which she was effectively being denied. Her appeal of the Department's decision was unsuccessful, so she called the Ombudsman.

OUTCOME

Ombudsman Saskatchewan notified the Department of the complaint and arranged to speak to the official in charge of loans. The Ombudsman also asked Chelsea to give the Department more information about her income.

Before the meeting with the official, the Department re-assessed Chelsea's previous application using the additional income information. They discovered that, although she was not entitled to as much as she had received, she was entitled to most of it. To the Department's credit, it decided to overlook the error and treat the entire amount as a normal student loan.

Case #5 – Believe it or Not

Saskatchewan Government Insurance - SGI

Josh was having trouble with SGI. He had filed a claim that her car had been broken into and a radar detector and car stereo system were stolen. The thieves had also damaged the car door and lock. SGI told him that they denied his claim because they thought he had made a false declaration.

SGI personnel said that the vehicle had been improperly registered and they didn't believe that the items were really stolen, even though Josh had receipts for two of the stolen items. Josh called Ombudsman Saskatchewan. He said the vehicle was registered and that he had been telling SGI the truth.

OUTCOME

Ombudsman Saskatchewan talked to SGI and looked at their files. It turned out that SGI had made an error on registration and, in fact, the vehicle registration was proper.

Josh had some appropriate receipts and there was evidence that a stereo system was in the car. As the radar detector was for years old, it wasn't surprising that he didn't have a receipt for it. The investigator recommended that SGI honour the claim. SGI accepted the recommendation and paid the claim in the usual manner.

Case #6 – Twice Burnt

Saskatchewan Government Insurance (SGI)

Cindy, her boyfriend and her cousin were out for an evening of fun. Cindy used her car to drive around and they stopped at a local bar. Cindy and her cousin went in to check out the action. The boyfriend waited in the car.

When Cindy and her cousin came out, about two minutes later, the car was gone. Cindy called the police when she could not find the car. The police found the car and her boyfriend. The car now had about \$6,000 worth of damage to it.

SGI would not pay Cindy's claim. They said this was the second time this had happened and they were not going to pay for the damage. Cindy thought this was not a fair decision and called Ombudsman Saskatchewan.

OUTCOME

Cindy and SGI both agreed about the facts – but SGI didn't think they should have to pay for the same thing a second time.

The Ombudsman noted that Cindy was likely guilty of poor judgment – but that was no reason to deny the claim. SGI agreed to fix the car and Cindy decided to break up with her boyfriend.

Case #7 – Now You See It; Now You Don't

Department of Justice: Office of Residential Tenancies (formerly Office of the Rentalsman)

Tanner lodged a complaint that his landlord had unfairly obtained judgment against him following a hearing before the Deputy Rentalsman. He stated that he had not received notice of the hearing and therefore had no opportunity to dispute his landlord's claim.

OUTCOME

Ombudsman Saskatchewan's investigation revealed that the landlord opted to personally serve the Claim and Notice of Hearing on the complainant. It was unclear how this was done, but both the landlord and Tanner agreed that he was not handed the document and told of the hearing date.

At the hearing, the landlord had been asked if the documents were personally served, but she was not asked how this was done. The Deputy Rentalsman accepted the landlord's testimony that the documents had been served and allowed the hearing to proceed. Since Tanner was not present to dispute the landlord's claims, it is not surprising that a decision was rendered in favour of the landlord.

Ombudsman Saskatchewan was unable to have the Deputy Rentalsman's decision reviewed because the proceedings had been concluded and the judgment filed in the Court of Queen's Bench. However, the Ombudsman felt that steps could and should be taken to prevent a recurrence of the situation.

The Ombudsman noted that little or no information was provided to either landlords or tenants on the proper way to personally serve documents. The Ombudsman recommended that this kind of information be included in a handout and given to both landlords or tenants who intended to serve documents. The Rentalsman agreed and this information is now included on the Affidavit of Service, which is provided when a landlord or tenant intends to personally serve any document for use in a Rentalsman proceeding.