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**ELECTRICAL SAFETY AUTHORITY REVIEW PANEL**

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**B E T W E E N:**

**EDISON ELECTRICAL INC.**

**(the “Applicant”)**

**- and -**

**DIRECTOR, CONTRACTOR LICENSING AND POWERLINE**

**(the “Director”)**

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**DECISION**

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Review Panel: Shelly Cunningham and Tim Pope

Hearing Dates: November 10, 2016; January 25 and 26, 2018; May 1, 2, and 3, 2018; and June 5, 2018

Appeal Number: NOAL 15-01

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**APPEARANCES**

**For the Applicant**

Ahmadreza (Andy) Darabi

**For the Director**

Soussanna Karas

## **I. BACKGROUND**

### **Overview**

1. Seven hearing dates were held between November 2016 and June 2018 before the Review Panel comprised of Shelly Cunningham and Tim Pope. Doug Geralde sat on the panel during the first day of hearing in November of 2016, but was not able to continue on the panel. Pursuant to Rule 13.4(c) of the *Rules of Procedure for Appeals of Director's Notices and Decisions on Licences, Issued Under Part VIII of the Electricity Act, 1998*, all of the parties consented to the continuation of the hearing with the remaining members. There were no objections to the jurisdiction of the Review Panel to hear this matter.
2. Oral evidence was submitted and both parties provided supporting documents.
3. The issue before the Review Panel was the Director's decision to confirm the Notice of Proposal refusing to grant an Electrical Contractor Licence to the Applicant for failing to comply with or meet a requirement of the *Electricity Act, 1998*, Ontario Regulation 570/05, associated regulations or an Order issued by the Electrical Safety Authority.
4. The parties agreed that the Director would call evidence first.

### **Facts**

5. The Applicant, Edison Electrical Services Inc. ("Edison"), is an electrical contractor. Ahmadreza (Andy) Darabi is the owner and controlling mind of Edison.
6. The Applicant had an ECRA/ESA Electrical Contractor Licence that expired on December 31, 2010 and was not renewed. On February 25, 2013, the Applicant applied for an Electrical Contractor Licence. A Notice of Proposal was issued on April 19, 2013, refusing to grant the licence because the Applicant had allegedly failed to pay amounts owing to the Electrical Safety Authority (the "ESA"). The Applicant did not appeal the Notice of Proposal.
7. On May 13, 2015, the Applicant filed another application for an Electrical Contractor Licence. On May 22, 2015, the Director issued a Notice of Proposal (the "Notice") refusing to grant the authorization of the licence on three grounds.
8. First, the Notice stated that the Applicant had failed to pay an amount owing to the ESA as required under section 8(g) of Ontario Regulation 570/05 ("Regulation 570/05"). The Notice stated that the Applicant owed outstanding monies to the ESA, and that this fact had been communicated to the Applicant by the ESA, from on or about December 13, 2010 through to on or about May 14, 2015.

9. Second, the Notice stated that the Applicant had worked as an electrical contractor without a licence at 19 West Side Drive, Markham, between May 7, 2013 and September 20, 2013, contrary to s. 113.2(1) of the *Electricity Act, 1998* (the “*Electricity Act*”).
10. Third, the Notice stated that the Applicant failed to return his previous Electrical Contractor Licence (the “Previous Licence”) to the Director within five business days of its expiry on January 1, 2011, as required under Section 24 of Regulation 570/05.
11. The Director relied on sections 113.2(2)(a), (d), and (f) of Regulation 570/05 to issue the Notice refusing to grant the licence.

*Notice of Appeal to the Director*

12. On or about June 12, 2015, the Applicant filed a Notice of Appeal requesting that the Director review the Notice of Proposal refusing to grant the authorization of the licence. The Applicant’s appeal form was not filled out correctly and the Applicant was outside of the 15-day timeframe for appealing the Notice of Proposal. The Director contacted the Applicant and explained how to rectify the submission so that it would comply with the applicable rules of procedure. However, the Applicant did not provide all of the required information and documentation. Despite these deficiencies, the Director agreed to hear the appeal.
13. On December 14, 2015, the Director confirmed the Notice and found that the Applicant had breached or not complied with sections 3, 8(g), and 24 of Regulation 570/05, as well as sections 113.2(1) and 113.2(2)(a), (d), and (f) of the *Electricity Act*. Specifically, the Director found that the Applicant owed money to the ESA for which payment arrangements had not been made, that the Applicant performed work as an unlicensed contractor, and that the Applicant failed to return the Previous Licence to the ESA.

## **II. POSITIONS OF THE PARTIES**

### **The Applicant**

14. Mr. Darabi alleged that the ESA charged Edison in 2011 for invoices that he had already paid in 2010, and that they have overcharged Edison for years.<sup>1</sup> He further alleged that the ESA has charged Edison multiple times for the same permit.<sup>2</sup> He claimed that the ESA does not care about safety and is only trying to

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<sup>1</sup> Transcript Vol 1, p 5.

<sup>2</sup> Transcript Vol 2, p 41.

get money.<sup>3</sup>

15. Mr. Darabi also claimed that he had his Master Electrician Licence and Edison had its Electrical Contractor Licence in 2013, and that the ESA was mistaken in claiming that Edison performed electrical work while unlicensed.<sup>4</sup> He alleged that members of the ESA spoke to Edison's customers and recommended that they hire someone else.<sup>5</sup> He said that because the ESA refused to grant Edison a licence in 2013 and 2015, he has been unable to work and was forced to go on Ontario Works for financial support.<sup>6</sup>

### **The Director**

16. The Director submitted that the Applicant's licence was correctly refused, and that their position is supported by three grounds.
17. The first ground is that Edison failed to pay its outstanding balance to the ESA and did not agree to enter into any kind of payment scheme.<sup>7</sup> Section 8(g) of Regulation 570/05 provides that a person who applies for an Electrical Contractor Licence shall not be issued the licence unless the applicant "does not owe the Authority any money for which payment arrangements have not been made".<sup>8</sup> Although the Director has reduced the amount that the ESA is seeking from Edison from \$1236.22 to \$421.50, Edison still has not paid.<sup>9</sup> Because Section 8(g) of Regulation 570/05 is mandatory and not discretionary, the Director submitted that this ground ends the matter and is sufficient to support the Director's decision.<sup>10</sup>
18. The second ground is that Edison worked as an electrical contractor without authorization at 19 West Side Drive, Scarborough, between May 7, 2013 and September 20, 2013 in contravention of Section 113.2(1) of the *Electricity Act*.<sup>11</sup> On March 10, 2017, a Justice of the Peace of the Ontario Superior Court of Justice found both Edison and Mr. Darabi guilty of operating an electrical contracting business without holding a valid Electrical Contractor Licence.<sup>12</sup>

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<sup>3</sup> Transcript Vol 2, p 31, 33.

<sup>4</sup> Transcript Vol 2, p 29.

<sup>5</sup> Transcript Vol 1, p 6.

<sup>6</sup> Transcript Vol 1, p 7.

<sup>7</sup> Transcript Vol 1, p 18.

<sup>8</sup> Transcript Vol 1, p 19 and Regulation 570/05 Section 8(g).

<sup>9</sup> Transcript Vol 1, p 18.

<sup>10</sup> Transcript Vol 1, p 22.

<sup>11</sup> Transcript Vol 1, p 22 and Summary of the Position of the Statutory Director, Licensing, p 2.

<sup>12</sup> Transcript Vol 4, p 178 and Exhibit 5: Director's Second Supplementary Book of Documents, Tab 9.

19. The third ground is that Edison failed to return the Previous Licence that had expired in contravention of Section 24 of Regulation 570/05, which provides that “An electrical contractor shall return the electrical contractor licence to the Director within five business days of its suspension, revocation or expiry”.<sup>13</sup>
20. Section 113.2(2) of the *Act* provides that the Director “may refuse to grant an applicant an authorization ... if the Director has reason to believe that, (a) the applicant or authorization holder will not carry out the activities in accordance with the law; ... (d) the applicant or authorization holder will not conduct himself or herself with honesty and integrity or in accordance with the principle of protecting consumers; ... (f) the applicant or authorization holder failed to comply with or to meet a requirement of this Part, the regulations or an order of the Authority”.<sup>14</sup>
21. The Director submitted that the Applicant’s conduct in performing electrical work while unlicensed and failing to return the Previous Licence gave the Director the discretion to refuse to grant the Applicant’s licence under Sections 113.2(2)(a), (d), and (f) of the *Electricity Act*.

### **III. EVIDENCE**

#### **Witness Evidence**

22. The Director called four witnesses: Emile Fontaine, Scott Eason, Rod Lawrence, and Gary Corbett. The Applicant called one witness, Ahmadreza Darabi.
23. The following is a brief summary of the relevant evidence, arranged by reference to each witness and presented in the order that the witnesses testified.

#### ***Emile Fontaine***

24. Emile Fontaine worked in the customer service centre of the ESA.<sup>15</sup> He oversaw workforce management and the accounts receivable department, which performs the clerical work of the finance department of the ESA.<sup>16</sup> The accounts receivable department receives and processes payments, handles collections, and inputs that information into the ESA’s computer software system.<sup>17</sup>
25. Mr. Fontaine outlined the process by which the ESA obtains payment for the

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<sup>13</sup> Transcript Vol 1, p 24; Summary of the Position of the Statutory Director; Section 24 of Regulation 570/05.

<sup>14</sup> Transcript Vol 1 p 23 and *Electricity Act* s. 113.2(2).

<sup>15</sup> Transcripts Vol 1, p 29.

<sup>16</sup> Transcripts Vol 1, p 29.

<sup>17</sup> Transcripts Vol 1, p 29-30.

renewal of a licence. When a customer takes out a permit, that evening an invoice is sent to them by fax, e-mail, or mail.<sup>18</sup> On a certain day each month, the customer will receive a statement that accumulates all of the invoices for that month, and the customer has 30 days to pay from that date.<sup>19</sup> If a customer has an outstanding balance beyond that initial timeframe, they will receive a past due reminder letter that states the amount owing and informs them that they need to pay as soon as possible.<sup>20</sup> If that amount is still not paid by the next month, then the customer will receive another reminder letter each month until the amount is paid, stating that the customer's failure to pay could affect their business with the ESA or that the ESA may send the invoice to a collection agency.<sup>21</sup>

26. If the accounts receivable department decides to send the outstanding account to a third party collection agency, they will write off the outstanding account from their books.<sup>22</sup> However, the ESA still considers the amount as owing on the account.<sup>23</sup> If an individual pays the collection agency the amount owed, then the ESA will re-institute the outstanding account, pay off the account using the money received from the collection agency minus the agency's service fees, and write off the difference.<sup>24</sup>
27. Mr. Fontaine also explained the permit renewal process to the Panel. When a customer takes out a permit with the ESA, it is good for one year.<sup>25</sup> By the end of that year, the customer should have their inspection and final inspection done.<sup>26</sup> Every three months, the customer receives a reminder that lists all of their open notifications.<sup>27</sup> At 45 days to the one-year mark, the system sends an expiry notice to the customer, alerting them that the permit will expire in 45 days.<sup>28</sup> The permit will be automatically renewed if the customer does not set up a final inspection for it and an invoice will be generated and sent to the customer.<sup>29</sup>
28. Mr. Fontaine walked the Panel through the Applicant's relevant account information. On August 29, 2010, an invoice was sent to Edison for a

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<sup>18</sup> Transcript Vol 1, p 31.

<sup>19</sup> Transcript Vol 1, p 31.

<sup>20</sup> Transcript Vol 1, p 31.

<sup>21</sup> Transcript Vol 1, p 33.

<sup>22</sup> Transcript Vol 1, p 35.

<sup>23</sup> Transcript Vol 1, p 35-36.

<sup>24</sup> Transcript Vol 2, p 93.

<sup>25</sup> Transcript Vol 1, p 46.

<sup>26</sup> Transcript Vol 1, p 46.

<sup>27</sup> Transcript Vol 1, p 46.

<sup>28</sup> Transcript Vol 1, p 46.

<sup>29</sup> Transcript Vol 1, p 46-47.

notification for a property at 6 Leswyn Road in North York for \$116.39.<sup>30</sup> On September 30, 2010, an invoice was sent to Edison for a notification for a property at 220 Simcoe Avenue in Keswick for \$552.57.<sup>31</sup> On October 14, 2010, an invoice was sent to Edison consisting of a renewal for a property at 55 Underwriters Road in Scarborough and of a notification for U6-8763 Bayview Avenue in Richmond Hill for an amount of \$229.39.<sup>32</sup> On October 21, 2010, an invoice was sent to Edison for a renewal for a property at 160 Drayton Avenue in Toronto for \$81.36.<sup>33</sup> On November 19, 2010, an invoice was sent to Edison for a notification for a property at 6 Gooseman Crescent in Markham for \$175.15.<sup>34</sup> On December 3, 2010, an invoice was sent to Edison for a property at 500 Queens Quay West, Apartment 802 in Toronto for \$81.36.<sup>35</sup>

29. As of March 14, 2011, the Applicant owed the ESA \$1236.22 in outstanding charges.<sup>36</sup> At that point, the ESA sent the account to a collection agency to collect on their behalf. They still considered the amount to be an outstanding account.<sup>37</sup>
30. After a further review of Edison's accounts, the ESA reduced what they considered the amount to be owing to \$421.50.<sup>38</sup>
31. During cross-examination, Mr. Fontaine explained that the fee schedule determines how much is charged per permit and that the accounts receivable department collects based on those amounts.<sup>39</sup> He stated that last payment that the ESA received from Edison was made in August 2010 and that no payments have been received subsequently which would satisfy the outstanding amount.<sup>40</sup>
32. Mr. Fontaine also clarified some aspects of the accounts reconciliation process whereby the ESA decided to reduce the amount owing by Edison. He stated that after Edison's outstanding account had been sent to the collection agency, an inspector told the accounts receivable department to reverse a permit charge of \$131.25.<sup>41</sup> Because Edison's outstanding account had just been sent to the collection agency, the reversed charge showed up in Edison's account as a

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<sup>30</sup> Transcript Vol 1, p 63-64.

<sup>31</sup> Transcript Vol 1, p 62.

<sup>32</sup> Exhibit 1: Director's Book of Documents, Tabs 56 and 57.

<sup>33</sup> Transcript Vol 1, p 55.

<sup>34</sup> Transcript Vol 1, p 52-53.

<sup>35</sup> Transcript Vol 1, p 49.

<sup>36</sup> Transcript Vol 1, p 64.

<sup>37</sup> Transcript Vol 1, p 64.

<sup>38</sup> Transcript Vol 2, p 62.

<sup>39</sup> Transcript Vol 2, p 59.

<sup>40</sup> Transcript Vol 2, p 60.

<sup>41</sup> Transcript Vol 2, p 70.

credit even though Edison still owed the ESA money.<sup>42</sup> As well, at one point there was an error in the system that renewed one of Edison's permits even though Edison was no longer licenced and charged it a fee.<sup>43</sup> Part of the \$131.25 was used to pay that fee, leaving an amount of \$14.86 in Edison's account.<sup>44</sup> A few months later, the accounts receivable department realized that there should not be any credit in the account, and so they wrote off that remaining \$14.86.<sup>45</sup>

33. Mr. Fontaine explained that while it is open to the contractor to dispute the invoices for permit notifications at any time, Edison did not do this for any of the invoices that made up the outstanding account of \$1236.22.<sup>46</sup>
34. Mr. Fontaine also stated that if a person paid their outstanding account by credit card, as Mr. Darabi claimed he did for Edison's account, it would be very easy to determine whether the payment had been made and where it had been applied.<sup>47</sup>
35. When Mr. Darabi applied for an Electrical Contractor Licence for Edison on February 25, 2013, a new account number was assigned to Edison in error before the ESA realized that Edison had an outstanding account. When the ESA discovered the error, the \$421.25 for licensing fees that Mr. Darabi had paid using Ontario Works financial assistance was reimbursed on April 19, 2013 and the new account was closed.<sup>48</sup>

### ***Scott Eason***

36. Mr. Eason has worked at the ESA for over twelve years, and for the past three years has been the Project Specialist with the Licensing Department, where he manages the administration of the department.<sup>49</sup> Prior to this role, he worked as the Enforcement Project Coordinator for Licensing, where he dealt with enforcement matters of licensing and helped to create processes to evaluate potential escalations for licensing matters.<sup>50</sup> Previous to that role, he worked as a licensing support representative and assisted with the processing of certain licenses, administering the licensing exam, and responding to complaints.<sup>51</sup>

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<sup>42</sup> Transcript Vol 2, p 70.

<sup>43</sup> Transcript Vol 2, p 71.

<sup>44</sup> Transcript Vol 2, p 71.

<sup>45</sup> Transcript Vol 2, p 71.

<sup>46</sup> Transcript Vol 2, p 131.

<sup>47</sup> Transcript Vol 2, p 133.

<sup>48</sup> Transcript Vol 2, p 142-146.

<sup>49</sup> Transcript Vol 2, p 155.

<sup>50</sup> Transcript Vol 2, p 156.

<sup>51</sup> Transcript Vol 2, p 156.



37. Mr. Eason explained the electrical contractors licensing process to the Panel. For the most part, any electrical work being done within the province of Ontario requires an Electrical Contractor Licence.<sup>52</sup> The Ontario College of Trades administers the Certificate of Qualification, which allows an individual to perform electrical work if they work for a licenced electrical contractor or for a commercial facility or an industrial site.<sup>53</sup> However, an individual with a Certificate of Qualification cannot perform work as an independent electrical contractor.<sup>54</sup>
38. In order to be eligible for a Master Electrician Licence, an individual would need to pass the Master Electrician Exam, and would need either the Certificate of Qualification and a minimum of three years of work experience with it or they would need to be a professional engineer, engineering technologist, or engineering technician.<sup>55</sup> An Electrical Contractor Licence is a business licence, and requires that the business be registered in Ontario, have a designated Master Electrician on staff, have at least two million dollars of liability insurance, have Workplace Safety and Insurance Board insurance if applicable, and not owe the ESA any outstanding monies.<sup>56</sup>
39. Mr. Darabi's Certificate of Qualification qualifies him to work as an industrial electrician.<sup>57</sup> The Ministry of Training Colleges and Universities defined an industrial electrician as an electrician permitted to work only in industrial and commercial settings.<sup>58</sup> Accordingly, Mr. Darabi is not permitted to work in residential settings.<sup>59</sup>
40. The ESA subsequently changed the renewal process in 2016. However, at the time of the events that led to this appeal, a licence would be valid for one or two years, at the licensee's discretion, and an individual would have to renew their licence every one or two years, based on the term of their original licence.<sup>60</sup> Renewing a Master Electrician Licence cost \$75.00, and renewing an Electrical Contractor Licence cost \$365.00.
41. If a Master Electrician Licence or Electrical Contractor Licence expires, an expiry notice is issued to the licensee stating that their licence has expired.<sup>61</sup> For an Electrical Contractor's Licence, a block would be put on the business's

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<sup>52</sup> Transcript Vol 2, p 158.

<sup>53</sup> Transcript Vol 2, p 158-159.

<sup>54</sup> Transcript Vol 2, - 159-160.

<sup>55</sup> Transcript Vol 2, p 159.

<sup>56</sup> Transcript Vol 2, p 159.

<sup>57</sup> Exhibit 1: Director's Book of Documents, Tab 13, p 48.

<sup>58</sup> Transcript Vol 2, p 168.

<sup>59</sup> Transcript Vol 2, p 168.

<sup>60</sup> Transcript Vol 2, p 161.

<sup>61</sup> Transcript Vol 2, p 162.

credit account with the ESA, preventing them from taking out new permits or from doing any activity on existing notifications or permits that they may have in the system.<sup>62</sup> The business would also be removed from the ESA's public contractor locator tool website.<sup>63</sup>

42. A licence-holder with an expired licence would have up to 12 months to re-establish and renew their licence.<sup>64</sup> Any time thereafter, the individual or business's renewal application would be treated as a new application.<sup>65</sup>
43. Mr. Darabi's Master Electrician Licence was first valid in January 2007 and expired in July 2008.<sup>66</sup> It was expired for approximately four months before being renewed in December 2008, and then was maintained up until July 2012.<sup>67</sup> The licence expired again and was renewed in March 2013 up until July 2013, and then was again invalid for a period until April 2015.<sup>68</sup> Mr. Darabi's Master Electrician Licence has been maintained ever since and is valid through to July 2018.<sup>69</sup>
44. Edison's Electrical Contractor Licence was first valid in June 2007 up until December 31, 2007.<sup>70</sup> It was expired until June 2008, and was suspended in November 2008 for having an invalid designated Master Electrician.<sup>71</sup> When Mr. Darabi's Master Electrician Licence was renewed in December 2008, Edison's Electrical Contractor Licence was reauthorized, but it expired on December 31, 2008.<sup>72</sup> The Electrical Contractor Licence was renewed in early 2009 even though there was an outstanding fee on the account, as at the time it was not a condition of renewing an Electrical Contractor Licence to have paid off any outstanding balance.<sup>73</sup> The licence expired again at the beginning of 2010 but was renewed through to December 31, 2010. Since January 1, 2011, Edison's Electrical Contractor Licence has been expired.<sup>74</sup>
45. On February 25, 2013, the ESA received an application from Edison for an Electrical Contractor Licence.<sup>75</sup> Because the licence had expired for more than

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<sup>62</sup> Transcript Vol 2, p 162.

<sup>63</sup> Transcript Vol 2, p 162.

<sup>64</sup> Transcript Vol 2, p 162.

<sup>65</sup> Transcript Vol 2, p 162.

<sup>66</sup> Transcript Vol 2, p 184-185.

<sup>67</sup> Transcript Vol 2, p 185.

<sup>68</sup> Transcript Vol 2, p 185.

<sup>69</sup> Transcript Vol 2, p 185-186.

<sup>70</sup> Transcript Vol 2, p 186.

<sup>71</sup> Transcript Vol 2, p 186.

<sup>72</sup> Transcript Vol 2, p 186-187.

<sup>73</sup> Transcript Vol 2, p 181-183.

<sup>74</sup> Transcript Vol 2, p 187.

<sup>75</sup> Transcript Vol 4, p 187-188.

12 months, it was treated as a new application.<sup>76</sup> Accordingly, all of the requirements for a new application needed to be met, and Edison was required to pay its outstanding balance to the ESA.<sup>77</sup> A Notice of Proposal refusing to grant the licence was issued to the Applicant on April 19, 2013. The Applicant did not appeal the Notice.<sup>78</sup>

46. On May 13, 2015, the Applicant filed another application for an Electrical Contractor Licence. On May 22, 2015, the Director issued a Notice of Proposal refusing to grant the licence on three grounds: Edison owed monies to the ESA, Edison worked as an electrical contractor without authorization, and Mr. Darabi failed to return the previous Electrical Contractor Licence that had been issued to Edison.<sup>79</sup>
47. The Applicant appealed the Director's decision, but the Director upheld the Notice of Proposal on December 14, 2015.<sup>80</sup>
48. Mr. Eason, Mr. Darabi, and the Director of Licensing met multiple times to discuss the Notice and the outstanding fees. At one meeting, Mr. Darabi presented his account of unfair treatment and described how he felt that he was being overcharged on certain statements.<sup>81</sup> The Director was sympathetic to Mr. Darabi and asked Mr. Eason to look into the account records and make sure that there were no fees that were misapplied and to determine if they could give Mr. Darabi the benefit of the doubt and remove some fees.<sup>82</sup>
49. In 2016, the final outstanding amount was determined to be \$421.50.<sup>83</sup> Mr. Darabi's last payment to the ESA was on August 9, 2010.<sup>84</sup>
50. Mr. Eason described generally the ESA's escalation of enforcement actions when an electrical contractor is found to not have a licence, and then discussed how this process was applied to Edison's case when they were found to be working without a licence at 19 West Side Drive in 2013.<sup>85</sup> Once a complaint is recorded in the ESA's system, a field inspector will validate that the electrical work was performed and will ascertain who performed the electrical work.<sup>86</sup> A

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<sup>76</sup> Transcript Vol 2, p 188.

<sup>77</sup> Transcript Vol 2, p 188.

<sup>78</sup> Transcript Vol 2, p 192.

<sup>79</sup> Transcript Vol 2, p 199 and Exhibit 1: Director's Book of Documents, Tab 1, p 2.

<sup>80</sup> Exhibit 1: Director's Book of Documents, Tab 2, p 4.

<sup>81</sup> Transcript Vol 3, p 9.

<sup>82</sup> Transcript Vol 3, p 9.

<sup>83</sup> Transcript Vol 3, p 9.

<sup>84</sup> Transcript Vol 2, p 209 and Exhibit 5: Director's Second Supplementary Book of Documents, Tab 5, p 15.

<sup>85</sup> Transcript Vol 3, p 12-13.

<sup>86</sup> Transcript Vol 3, p 12.

Notice of Violation and a \$125.00 recovery fee are sent to the unlicensed contractor.<sup>87</sup> If the field inspector identified defects in the electrical work at the site, a Notice of Deficiency may also be sent out.<sup>88</sup> All recorded complaints are then put through a filter criteria that looks at the history that the ESA may have with that individual or company, whether there were defects on site, the type of work that was done, and the qualifications of the individual who did the work to determine if the ESA will proceed to a formal investigation.<sup>89</sup>

51. Farad Electric Inc., a properly licensed electrical contractor qualified to do residential work, had taken out the permit for work at 19 West Side Drive, and had hired Edison as a subcontractor to work at the location.<sup>90</sup> If an electrical contractor hires a subcontractor, the subcontractor will be considered to be their own entity and is required to be a licensed electrical contractor themselves.<sup>91</sup> As an industrial electrician, Mr. Darabi was not qualified to work at a residential site such as 19 West Side Drive.<sup>92</sup> Edison accordingly performed an unauthorized reconnection of service at 19 West Side Drive.<sup>93</sup> Edison was not a licensed electrical contractor at that time nor was Mr. Darabi an employee of Farad Electric Inc., so Edison's work at 19 West Side Drive contravened the *Electricity Act*.<sup>94</sup> A warning notice was issued to Farad Electric Inc. on August 23, 2013 with regards to 19 West Side Drive.<sup>95</sup>
52. A formal investigation was initiated and assigned to one of the ESA's investigators.<sup>96</sup> The investigator filed his report and the Director decided to proceed with charges against Mr. Darabi and Edison.
53. Mr. Eason also informed the Panel that that if a Master Electrician Licence or an Electrical Contractor Licence is deemed invalid by expiration, suspension, or revocation, it must be returned to the Director of Licensing within five days as pursuant to Section 24 of Regulation 570/05.<sup>97</sup> There is nothing in the ESA's records that indicates that Edison's Electrical Contractor Licence was returned to the Director pursuant to the regulations.<sup>98</sup> Mr. Eason stated that a Notice of Expired Licence would have been sent to Edison alerting it that the licence was about to expire, and that in some of the documents that were provided to the

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<sup>87</sup> Transcript Vol 3, p 12-13.

<sup>88</sup> Transcript Vol 3, p 13.

<sup>89</sup> Transcript Vol 3, p 14.

<sup>90</sup> Transcript Vol 3, p 17-18.

<sup>91</sup> Transcript Vol 4, p 98-99.

<sup>92</sup> Transcript Vol 3, p 17-18.

<sup>93</sup> Transcript Vol 3, p 21-22.

<sup>94</sup> Transcript Vol 3, p 22-23.

<sup>95</sup> Transcript Vol 3, p 21-22.

<sup>96</sup> Transcript Vol 3, p 21-22.

<sup>97</sup> Transcript Vol 3, p 42.

<sup>98</sup> Transcript Vol 3, p 43.

ESA by the Applicant there is a copy of the licence that ought to have been returned.<sup>99</sup>

54. Mr. Eason explained to the Panel in great detail the relevant history of Edison's accounts and how the ESA arrived at the outstanding amount of \$421.50.
55. On August 29, 2010, Edison was invoiced a renewal fee of \$116.39 for 6 Leswyn Road. Edison has not paid this charge.<sup>100</sup> Another renewal charge for 6 Leswyn Road was issued in 2011, but the Director reversed this charge.<sup>101</sup>
56. On September 30, 2010, Edison was invoiced a permit charge of \$552.57 for 200 Simcoe Avenue, which he claims he paid by VISA.<sup>102</sup> There was no record in the ESA system or in Mr. Darabi's VISA statements that the \$552.57 was paid.<sup>103</sup> Two other licenced electrical contractors had taken out permits for the same site with similar work descriptions, so the Director concluded that the work at 200 Simcoe Avenue had eventually been performed by another licenced contractor and had been inspected.<sup>104</sup> The Director therefore reversed this charge.<sup>105</sup> However, Edison should have informed the ESA that it was no longer doing the job at 200 Simcoe Avenue.<sup>106</sup>
57. On October 14, 2010, Edison was invoiced a total of \$229.39, comprised of a renewal fee for 55 Underwriters Road and a permit for U6-8763 Bayview Avenue.<sup>107</sup> In February 2016, the Director concluded that the \$118.65 charged for 55 Underwriters Road could be reversed from this amount because the work performed there involved a temporary generator that had been removed in 2009.<sup>108</sup> \$118.65 was credited to Edison's account, and an outstanding charge of \$110.74 for the U6-8763 Bayview Avenue permit remained.<sup>109</sup>
58. On October 21, 2010, Edison was invoiced a renewal fee of \$81.36 for 160 Drayton Avenue.<sup>110</sup> This amount was reversed by the Director in February 2016 because it was discovered that the owner of the location had contacted the ESA to say that the original contractor, Edison, was off the job, and that

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<sup>99</sup> Transcript Vol 3, p 47.

<sup>100</sup> Transcript Vol 3, p 91-95.

<sup>101</sup> Transcript Vol 3, p 95.

<sup>102</sup> Transcript Vol 3, p 86-87.

<sup>103</sup> Transcript Vol 3, p 89.

<sup>104</sup> Transcript Vol 3, p 87.

<sup>105</sup> Transcript Vol 3, p 87.

<sup>106</sup> Transcript Vol 3, p 87.

<sup>107</sup> Transcript Vol 3, p 80-84.

<sup>108</sup> Transcript Vol 3, p 82.

<sup>109</sup> Transcript Vol 3, p 82.

<sup>110</sup> Transcript Vol 3, 73.

another contractor had taken out a permit for that location.<sup>111</sup> It was Edison's responsibility to contact the customer service centre of the ESA and advise them that Edison was no longer on the job so that it would not be charged a renewal fee.<sup>112</sup>

59. On November 19, 2010, Edison was invoiced a notification of \$175.15 for 6 Gooseman Crescent.<sup>113</sup> Although Mr. Darabi claims that this amount was paid, the ESA did not receive payment.<sup>114</sup>
60. On December 3, 2010, Edison was invoiced a renewal fee of \$81.36 for 500 Queens Quay West, Apartment 802, which he did not pay.<sup>115</sup> Edison did not request a final inspection for this permit and an inspector noted that it had not finished all of the work required for this job.<sup>116</sup> It is the responsibility of the applicant of the permit to ensure that the inspector attends to check their work so that the permit will be completed and the applicant will not be charged a renewal fee.<sup>117</sup>
61. A total amount of \$1305.33 was owing on Edison's account, which was comprised of the \$1236.22 sent to the third party collection agency and \$69.11 in interest on that amount. A credit of \$131.25 was given to Edison for a consultation that the inspector discovered never actually happened.<sup>118</sup> This left over a residual amount of \$14.86 as a credit in his account.<sup>119</sup>
62. To summarize the above paragraphs 56 to 62, a total of \$752.58 was reversed from Edison's account by the ESA, leaving Edison with an outstanding account of \$483.64.<sup>120</sup> \$69.11 in interest charges, accrued up until the date the outstanding account was sent to the third party collection agency, was added to the outstanding account for a total of \$552.75. However, Edison had a \$131.25 credit for an open notification that it had paid and that an inspector discovered should have been closed. When the ESA discovered the error, they credited Edison's account with \$131.25 on March 15, 2011. This resulted in the final amount owing of \$421.50.
63. Counsel for the ESA noted that Mr. Darabi claimed that the ESA had interfered with Edison's customer relations with Any Time Fitness at 3454 Errington

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<sup>111</sup> Transcript Vol 3, 75-76.

<sup>112</sup> Transcript Vol 3, p 77.

<sup>113</sup> Transcript Vol 3, p 62-63.

<sup>114</sup> Transcript Vol 3, p 61.

<sup>115</sup> Transcript Vol 3, p 49 and 59.

<sup>116</sup> Transcript Vol 3, p 58.

<sup>117</sup> Transcript Vol 3, p 59.

<sup>118</sup> Transcript Vol 3, p 100.

<sup>119</sup> Transcript Vol 3, p 105.

<sup>120</sup> Transcript Vol 3, p 99.

Avenue by informing the property owners that Edison was not authorized to do electrical work, and that the customer had refused to pay for Edison's work and material, and had instead hired another electrician.<sup>121</sup> Mr. Eason explained that the inspector would be well within their authority to indicate to a customer that Edison was not licenced to do electrical work.<sup>122</sup>

64. Mr. Eason stated that he was unaware that Edison's Workplace Safety and Insurance Board account had been garnished, and that he does not believe that the ESA would have the authority to garnish anything.<sup>123</sup>
65. Mr. Eason also clarified that the ESA is a not-for-profit entity, and that the fees that they collect finance the work that they do as well as some public awareness campaigns and research.<sup>124</sup> He resisted Mr. Darabi's characterization of the ESA as a money grab and emphasized that the ESA's primary objective is safety: making sure that electrical work is done to code, and that electrical contractors are properly qualified to do their work.<sup>125</sup>
66. During his cross-examination of Mr. Eason, Mr. Darabi questioned why Edison was fined late fees for the processing of its applications even though it had submitted them before the deadline. Mr. Eason clarified that an application would only be considered received when it was complete. Accordingly, when Edison's applications were returned to it as incomplete and it submitted the completed version after the deadline, the application would only be considered received at that later date and so late fees would apply.<sup>126</sup>
67. Mr. Darabi suggested that Edison was framed for being unlicensed when working at 19 West Side Drive in 2013, but Mr. Eason resisted this suggestion. He stated that Mr. Farad had confirmed that Edison had worked there while unlicensed.<sup>127</sup>
68. When Mr. Darabi asked why the ESA did not inspect Edison's work at 200 Simcoe Avenue despite Edison paying fees to the ESA, Mr. Eason reiterated that no inspection was requested by Edison for that job and that the Director ultimately reversed this charge because another contractor eventually took out a permit and completed an inspection for the same scope of work.<sup>128</sup>
69. Mr. Darabi suggested to Mr. Eason that the ESA owed Edison \$217.00 for paying

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<sup>121</sup> Transcript Vol 3, p 110.

<sup>122</sup> Transcript Vol 3, p 110.

<sup>123</sup> Transcript Vol 3, p 114.

<sup>124</sup> Transcript Vol 3, p 116.

<sup>125</sup> Transcript Vol 3, p 116-117.

<sup>126</sup> Transcript Vol 3, 147-148.

<sup>127</sup> Transcript Vol 4, p 19-20.

<sup>128</sup> Transcript Vol 4, p 22.

more than it was billed in 2010, but Mr. Eason clarified that while Edison did in fact pay the ESA \$217.00 more than it was billed that year, it had an outstanding account of approximately \$1500 that it owed the ESA from 2008 and 2009.<sup>129</sup>

### ***Rod Lawrence***

70. Mr. Lawrence is a retired detective from the Toronto Police Service with 33 years of experience.<sup>130</sup> In fall of 2010, he began working at the ESA as an investigator.<sup>131</sup> His primary responsibility in this role is to investigate complaints regarding non-licenced contractors, contractors without permits, and illegal products within the province of Ontario.<sup>132</sup>
71. On October 3, 2013, Mr. Lawrence received an email from Christine Montenaro, an Investigative Support Representative in the Licensing Department, asking him to conduct an investigation into Edison in regards to wiring performed at 19 West Side Drive in Markham, Ontario.<sup>133</sup> The allegation was that a non-licenced contractor had upgraded a service panel and performed work on the kitchen, pot lights, and receptacles at that location.<sup>134</sup>
72. Mr. Lawrence explained the investigation process to the Panel. After being assigned this investigation, he checked the Applicant's history with the ESA on the ESA's system, and discussed the matter with the inspector involved in the complaint and anyone else in the Licensing Department who may have had information about the matter.<sup>135</sup>
73. On January 29, 2014, Mr. Lawrence met Mr. Darabi to discuss the allegation made against Edison.<sup>136</sup> During the conversation, Mr. Darabi admitted that Edison performed some wiring work at 19 West Side Drive for Farad Electric.<sup>137</sup> He also told Mr. Lawrence that he thought that the ESA was trying to bankrupt Edison and that the ESA was a cash grab.<sup>138</sup>
74. Mr. Lawrence took photos of Mr. Darabi's van, which was decaled on the side with 'Edison Electric Services', the ESA ECRA symbol, and his licence plate.<sup>139</sup> Edison was not registered with the ESA as a Licenced Electrical Contractor at

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<sup>129</sup> Transcript Vol 4, p 72-73.

<sup>130</sup> Transcript Vol 4, p 134.

<sup>131</sup> Transcript Vol 4, p 134.

<sup>132</sup> Transcript Vol 4, p 134.

<sup>133</sup> Transcript Vol 4, p 135-136.

<sup>134</sup> Transcript Vol 4, p 138.

<sup>135</sup> Transcript Vol 4, p 137-138.

<sup>136</sup> Transcript Vol 4, p 137-138.

<sup>137</sup> Transcript Vol 4, p 141.

<sup>138</sup> Transcript Vol 4, p 141.

<sup>139</sup> Transcript Vol 4, p 141.



that time.<sup>140</sup>

75. On March 6, 2014, Mr. Lawrence had a meeting with Moshad Farbad, the owner of Farad Electric Inc. Mr. Farbad explained that he had hired Edison as a subcontractor to perform work at 19 West Side Drive.<sup>141</sup> Because subcontractors are considered to be their own entity and are required to be licenced electrical contractors themselves, Edison violated the *Ontario Electrical Safety Code* by performing work at 19 West Side Drive while being unlicenced.<sup>142</sup>

### **Gary Corbett**

76. Mr. Corbett joined the Toronto Police Force as a police officer in 1974.<sup>143</sup> Throughout his career, he worked in Major Crime, Three District Drug Squad, and Repeat Offender Parole Enforcement.<sup>144</sup> In August 2008, he began work as an investigator for the ESA and was also designated as a Provincial Offences Officer, which gives him certain authority to lay charges and serve summonses.<sup>145</sup> In these roles, Mr. Corbett is responsible for investigating and interviewing witnesses on a file, speaking to the individual being investigated, and, at the end of his investigation, submitting a report outlining his recommendations or determining whether there is sufficient evidence to prosecute someone.<sup>146</sup>
77. In early February 2016, Mr. Corbett was contacted by Tom Wright, an ESA investigator, requesting his assistance in a matter where a company had been identified as possibly doing electrical work while unlicenced.<sup>147</sup> Mr. Wright sent Mr. Corbett the relevant paperwork and the Notice of Violation that he wanted Mr. Corbett to serve on Mr. Darabi for doing electrical work at 3454 Errington Avenue.<sup>148</sup>
78. Mr. Corbett relayed to the Panel how Inspector Moran of the ESA had attended Any Time Fitness at 3454 Errington Avenue on January 26, and that he had noticed that there were electrical wires hanging out from light fixtures in the main exercise area.<sup>149</sup> The general contractor identified Mr. Darabi of Edison as

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<sup>140</sup> Transcript Vol 4, p 144.

<sup>141</sup> Transcript Vol 4, p 147 and 178 and Exhibit 5: Director's Second Supplementary Book of Documents, Tab 9.

<sup>142</sup> Transcript Vol 4, p 148 and 155-156.

<sup>143</sup> Transcript Vol 4, p 162.

<sup>144</sup> Transcript Vol 4, p 163.

<sup>145</sup> Transcript Vol 4, p 163.

<sup>146</sup> Transcript Vol 4, p 163-164.

<sup>147</sup> Transcript Vol 4, p 164.

<sup>148</sup> Transcript Vol 4 p 164 and 166.

<sup>149</sup> Transcript Vol 4, p 166 and 169.

the individual who had performed the job.<sup>150</sup>

79. Mr. Corbett met with Mr. Darabi on February 9, 2016 to question him about the work performed at 3454 Errington Street and to serve the Notice of Violation on Edison.<sup>151</sup> The Notice of Violation stated that Edison had contravened Section 113.2(1) of the *Electricity Act* and Rule 2-004(1)(c) of the *Ontario Electrical Safety Code* by operating an electrical contracting business without first having obtained an Electrical Contractor Licence as prescribed by Section 3 of Regulation 570/05.<sup>152</sup> The Notice of Violation also stated that the Applicant had contravened Rule 2-004(1)(a) of the *Ontario Electrical Safety Code* by failing to request an inspection or file an application for inspection.<sup>153</sup>
80. During their conversation, Mr. Darabi admitted to Mr. Corbett that Edison had done electrical work at 3454 Errington Street, and that he had been in a dispute with the ESA over fees that he believed Edison was owed.<sup>154</sup>
81. Mr. Corbett also advised Mr. Darabi that by including the ECRA sign on his vehicle, Edison was contravening the *Act* by advertising electrical services when it is not a Licenced Electrical Contractor.<sup>155</sup>
82. Mr. Corbett corresponded with Mr. Wright about his meeting with Mr. Darabi, and some time later Mr. Wright asked Mr. Corbett for his assistance in serving the summons on Mr. Darabi to appear in court as the decision had been made to prosecute Mr. Darabi and Edison for their offences under the *Act*.<sup>156</sup>
83. Three offences were filed against each of Edison and Mr. Darabi.
84. The first offence filed against Edison was that Edison failed to file with the Inspection Department a completed application for inspection of work on an electrical installation, as required by the provisions of Rule 2-004(1) of the *Electrical Safety Code*, and did thereby commit an offence contrary to section 113(12)(b) of the *Electricity Act*.<sup>157</sup>
85. The second offence filed against Edison was that Edison Electrical Incorporation and Mr. Darabi, between October 29, 2015 and January 20, 2016, operated an electrical contracting business without holding a valid Electrical Contractor Licence at 3454 Errington Street, contrary to Section 3 of Regulation

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<sup>150</sup> Transcript Vol 4, p 167.

<sup>151</sup> Transcript Vol 4, p 167.

<sup>152</sup> Transcript Vol 4, p 171.

<sup>153</sup> Transcript Vol 4, p 171.

<sup>154</sup> Transcript Vol 4, p 168-169.

<sup>155</sup> Transcript Vol 4, p 172.

<sup>156</sup> Transcript Vol 4, p 173.

<sup>157</sup> Transcript Vol 4, p 174 and Exhibit 5: Director's Second Supplementary Book of Documents, Tab 9.

570/05, and did thereby commit an offence contrary to section 113.20(1)(d) of the *Electricity Act*.<sup>158</sup>

86. The third offence filed against Edison was that Edison Electrical Incorporation and Mr. Darabi, between October 29, 2015 and January 20, 2016, at 3454 Errington Street, made representation and proposed to carry out electrical work or service without holding a valid Electrical Contractor Licence as required under Ontario Regulation 570/05, contrary to section 113.2(1) of the *Electricity Act*, and did thereby commit an offence under Section 113.20(1)(d) of the *Electricity Act*.<sup>159</sup>
87. The first offence filed against Mr. Darabi was that he failed to file with the Inspection Department a completed application for inspection of work on an electrical installation as required by the provisions of Rule 2-004(1) of the *Electrical Safety Code*, and did thereby commit an offence contrary to section 113(12)(b) of the *Electricity Act*.<sup>160</sup>
88. The second offence filed against Mr. Darabi was that Mr. Darabi and Edison Electrical Incorporation, between October 29, 2015 and January 20, 2016, operated an electrical contracting business without holding a valid Electrical Contractor Licence at 3454 Errington Street, contrary to Section 3 of Regulation 570/05, and did thereby commit an offence contrary to section 113.20(1)(d) of the *Electricity Act*.<sup>161</sup>
89. The third offence filed against Mr. Darabi was that Mr. Darabi and Edison Electrical Incorporation, between October 29, 2015 and January 20, 2016, at 3454 Errington Street, made representation and proposed to carry out electrical work or service without holding a valid Electrical Contractor Licence as required under Ontario Regulation 570/05, contrary to section 113.2(1) of the *Electricity Act*, and did thereby commit an offence under Section 113.20(1)(d) of the *Electricity Act*.<sup>162</sup>
90. Mr. Corbett outlined the Synopsis of Charges against Edison and Mr. Darabi to the Panel, which listed several violations due to defects in his work that posed risk to the public: All work performed had been covered up with drywall before passing inspection by an ESA inspector (violation 02-004(6)).<sup>163</sup> Cables and

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<sup>158</sup> Transcript Vol 4, p 174-175 and Exhibit 5: Director's Second Supplementary Book of Documents, Tab 9.

<sup>159</sup> Transcript Vol 4, p 175 and Exhibit 5: Director's Second Supplementary Book of Documents, Tab 9.

<sup>160</sup> Transcript Vol 4, p 175.

<sup>161</sup> Transcript Vol 4, p 175-176.

<sup>162</sup> Transcript Vol 4, p 176.

<sup>163</sup> Transcript Vol 4, p 177 and Exhibit 5: Director's Second Supplementary Book of Documents, Tab 9.

outlet boxes were not supported by straps or other devices between boxes (violation 12-618).<sup>164</sup> The wiring at light fixtures was left exposed (violation 02-202).<sup>165</sup> Junction boxes were left open at ceiling spaces instead of being covered (violation 12-3000(5)).<sup>166</sup> No permit had been obtained by the Applicant to work at this location (violation 02-004(1)(a)).<sup>167</sup>

91. There was a trial in the Sudbury Council Chambers and a trial before a Justice of the Peace regarding the six offences filed against Edison and Mr. Darabi<sup>168</sup> Edison and Mr. Darabi plead not guilty to all charges.<sup>169</sup>
92. On March 10, 2017, Edison was found guilty on count one (failing to file with the Inspection Department a completed application for inspection of work on an electrical installation) and count two (operating an electrical contracting business without holding a valid Electrical Contractor Licence). Mr. Darabi was found guilty on count one (failing to file with the Inspection Department a completed application for inspection of work on an electrical installation) and count two (operating an electrical contracting business without holding a valid electrical contractor licence).<sup>170</sup> The advertising charges against Edison and Mr. Darabi were dismissed.<sup>171</sup>
93. In his cross-examination of Mr. Corbett, Mr. Darabi questioned why Mr. Corbett spoke to Edison's customers about the charges that were brought against Edison and Mr. Darabi.<sup>172</sup> Mr. Corbett explained that he always calls the complainants after the resolution of every investigation he is involved in.<sup>173</sup> He stated that he believes that he is authorized to do so as a police officer and a Provincial Offences Officer, and that he believes that a complainant is entitled to know the result of a trial.<sup>174</sup>
94. In Counsel for the ESA's re-direct examination of Mr. Corbett, Mr. Corbett said

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<sup>164</sup> Transcript Vol 4, p 177 and Exhibit 5: Director's Second Supplementary Book of Documents, Tab 9.

<sup>165</sup> Transcript Vol 4, p 177 and Exhibit 5: Director's Second Supplementary Book of Documents, Tab 9.

<sup>166</sup> Exhibit 5: Director's Second Supplementary Book of Documents, Tab 9.

<sup>167</sup> Exhibit 5: Director's Second Supplementary Book of Documents, Tab 9.

<sup>168</sup> Transcript Vol 4, p 178.

<sup>169</sup> Exhibit 5: Director's Second Supplementary Book of Documents, Tab 9.

<sup>170</sup> Transcript Vol 4, p 178 and Exhibit 5: Director's Second Supplementary Book of Documents, Tab 9.

<sup>171</sup> Transcript Vol 4, p 180 and Exhibit 5: Director's Second Supplementary Book of Documents, Tab 9.

<sup>172</sup> Transcript Vol 4, p 189.

<sup>173</sup> Transcript Vol 4, p 183-184 and 190.

<sup>174</sup> Transcript Vol 4, p 190.

that it is public knowledge if a person is convicted and fined.<sup>175</sup> He also stated that this information would be published on the ESA's website and in their newsletter, and that the town of Chelmsford probably published it in its local newspaper.<sup>176</sup>

***Ahmadreza (Andy) Darabi***

95. Mr. Darabi indicated that the total amount that the collection agency sought from Edison was \$1104.97.<sup>177</sup>
96. For the property at 6 Leswyn Road, Mr. Darabi provided invoices that showed that Edison received a notification of \$74.55 on August 26, 2008, a renewal fee of \$108.15 on August 27, 2009, and a renewal fee of \$116.39 on August 29, 2010.<sup>178</sup>
97. Edison received an invoice for a total amount of \$683.82 on September 30, 2010, consisting of a charge of \$552.57 for a permit for 200 Simcoe Avenue and a charge of \$131.25 for an inspection of work at that same address. He stated that Edison paid the fees in full.<sup>179</sup> On February 8, 2016, the ESA reversed the permit charges of \$552.57.<sup>180</sup>
98. On October 14, 2010, Edison received an invoice for a renewal charge of \$118.65 for a permit at 55 Underwriters Road, Scarborough, and an invoice for \$229.39 for a permit for U6-8763 Bayview Avenue.<sup>181</sup>
99. Mr. Darabi stated that Edison paid the permit fee of \$158.55 for 160 Drayton Avenue, which was issued on October 19, 2009.<sup>182</sup> On October 21, 2010, Edison received an invoice for a renewal of that permit for \$81.36. This renewal charge was reversed in 2016.<sup>183</sup>
100. On December 3, 2010, Edison received an invoice for \$81.36 for a permit for 500 Queens Quay West, Apartment 802.<sup>184</sup>
101. Mr. Darabi also stated that Edison was charged \$175 for its work at 6 Gooseman

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<sup>175</sup> Transcript Vol 4, p 193.

<sup>176</sup> Transcript Vol 4, p 193-194.

<sup>177</sup> Transcript Vol 5, p 11.

<sup>178</sup> Transcript Vol 5, p 12 and Exhibit 4: Edison's Book of Documents, Tab 2.

<sup>179</sup> Transcript Vol 5, p 15-16.

<sup>180</sup> Exhibit 4: Edison's Book of Documents, Tab 4.

<sup>181</sup> Exhibit 4: Edison's Book of Documents, Tab 6.

<sup>182</sup> Transcript Vol 5, p 17.

<sup>183</sup> Transcript Vol 5, p 17.

<sup>184</sup> Exhibit 4: Edison's Book of Documents, Tab 8.

Crescent.<sup>185</sup>

102. During cross-examination by Counsel to the ESA, Counsel pointed out that in order to perform residential electrical work, a contractor must have a 309 licence, and that Mr. Darabi only has a 442A licence, which restricts him to performing industrial electrical work.<sup>186</sup> Mr. Darabi stated that he does not see any limit to the work that he can perform as an electrician.<sup>187</sup> He further stated that while he respects the law, he disagrees with the condition that he can only perform industrial electrical work.<sup>188</sup> When Counsel asked Mr. Darabi whether he agreed that in order to perform residential work he needed a 309 licence, Mr. Darabi responded that, in his own opinion, he did not, as he had a half-century of experience.<sup>189</sup>
103. Mr. Darabi stated that he still drives a truck that says 'Edison Electrical' on it.<sup>190</sup> He also confirmed that he had had the Edison logo on his old silver Caravan.<sup>191</sup> He admitted that he had probably received the Notice of Violation, dated March 31, 2011, that he and Edison had contravened section 113.2(1) of the *Electricity Act* by advertising or offering to provide electrical contracting services without first having obtained an Electrical Contractor Licence issued by the ESA.<sup>192</sup> Another Notice of Violation, dated March 18, 2014, was issued to Mr. Darabi and Edison for contravening section 113.2(1) of the *Electricity Act* by advertising or offering to provide electrical contracting services without first having obtained an Electrical Contractor Licence issued by the ESA.<sup>193</sup> Despite these notices, Mr. Darabi did not remove Edison's advertisements on various websites.<sup>194</sup>
104. When asked whether he understood that he needed to remove the logo on his truck, Mr. Darabi stated that he had not removed the logo because he was waiting for Edison to get its licence.<sup>195</sup> Mr. Darabi further stated that he would not remove the logo even if his licence was not provided.<sup>196</sup>

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<sup>185</sup> Transcript Vol 5, p 17.

<sup>186</sup> Transcript Vol 6, p 52.

<sup>187</sup> Transcript Vol 6, p 53.

<sup>188</sup> Transcript Vol 6, p 53.

<sup>189</sup> Transcript Vol 6, p 57-58.

<sup>190</sup> Transcript Vol 6, p 58.

<sup>191</sup> Transcript Vol 6, p 70.

<sup>192</sup> Transcript Vol 6, p 69 and Exhibit 1: Director's Book of Documents, Tab 85, p 252.

<sup>193</sup> Transcript Vol 6, p 70 and Exhibit 1: Director's Book of Documents, Tab 87, p 256.

<sup>194</sup> Transcript Vol 6, p 69-70.

<sup>195</sup> Transcript Vol 6, p 70.

<sup>196</sup> Transcript Vol 6, p 71.

105. Mr. Darabi explained that he only agreed with the charges on Edison's account that were applied once the inspection was requested, and that he disputed the charges of interest and the inspector's additional visits.<sup>197</sup> When asked about his disagreements over these charges, Mr. Darabi stated that if the fee was reasonable, Edison paid it.<sup>198</sup> He also stated that when Edison paid the permit fees, that meant that everything included on that job was paid for, and that once Edison paid the permit, it became the duty of the inspector to come to inspect his work.<sup>199</sup>

106. Mr. Darabi said that Edison did not pay the charges for 6 Gooseman Crescent because it had disagreed with what the ESA had charged it for its work at 200 Simcoe Avenue.<sup>200</sup> When Counsel to the ESA asked Mr. Darabi whether Edison would agree to pay the charges for 6 Gooseman Crescent now that the charges for 200 Simcoe Avenue had been reversed, Mr. Darabi said that Edison would refuse to pay the charges.<sup>201</sup>

107. Mr. Darabi stated that he agreed that the \$110.74 for the permit for 55 Underwriters Road was properly charged to Edison's account.<sup>202</sup>

#### **Documentary and other physical evidence**

108. The Review Panel was presented with seven exhibits. Both the Director and the Applicant presented extensive documentary evidence consisting of invoices, letters and emails, applications, notices, photographs, and other documents.

#### **IV. ISSUES TO BE DECIDED**

109. The Review Panel must decide the following four issues:

1. Does the Applicant owe the ESA any money or fees for which payment arrangements have not been made?
2. Did the Applicant perform work as an unlicensed contractor in breach of Section 113.2(2) of the *Electricity Act*?
3. Did the Applicant fail to return the previous (expired) contractor licence to the ESA as required under Section 24 of Regulation 570/05?

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<sup>197</sup> Transcript Vol 6, p 106.

<sup>198</sup> Transcript Vol 6, p 107.

<sup>199</sup> Transcript Vol 6, p 114.

<sup>200</sup> Transcript Vol 6, p 123-124.

<sup>201</sup> Transcript Vol 6, p 124-125.

<sup>202</sup> Transcript Vol 6, p 130.

4. Did the Applicant advertise electrical work or services without holding a valid Electrical Contractor Licence as required under Regulation 570/05 and thereby contravene Section 113.2(1) of the *Electricity Act*?

## V. DECISION

### Legislation

110. In order to assess whether the Director was correct to refuse to grant the Applicant's Electrical Contractor Licence, the Review Panel analyzed the Applicant's actions in relation to section 113.2(1) and (2) of the *Electricity Act*. Section 113.2(1) and (2) reads:

#### Authorization

113.2 (1) Except as provided in the regulations, no person shall carry out or propose to carry out, or permit or employ another person to carry out, an activity referred to in the regulations as requiring an authorization without first obtaining an authorization in accordance with this Part and the regulations. 2006, c. 34, s. 12 (4).

#### Refusal, suspension, etc.

(2) A Director may refuse to grant an applicant an authorization for the carrying out of activities or may refuse to renew, may suspend or may revoke an authorization holder's authorization for the carrying out of activities, if the Director has reason to believe that,

- (a) the applicant or authorization holder will not carry out the activities in accordance with the law;
- (b) the applicant or authorization holder will not carry out the activities safely;
- (c) the applicant or authorization holder lacks the basic resources necessary to carry out the activities;
- (d) the applicant or authorization holder will not conduct himself or herself with honesty and integrity or in accordance with the principle of protecting consumers;
- (e) the applicant or authorization holder lacks the training, experience, qualifications or skills prescribed by the regulations;



- (f) the applicant or authorization holder failed to comply with or to meet a requirement of this Part, the regulations or an order of the Authority;
- (g) the authorization holder failed to comply with a restriction, limitation or condition of the authorization;
- (h) the authorization holder obtained the authorization through misrepresentation or fraud; or
- (i) the authorization holder permitted an unauthorized person to carry out the activities. 2004, c. 19, s. 12 (5).

111. The use of the word “or” in section 113.2(2)(h) indicates that as long as one of the subsections is applicable, the Director will be entitled to refuse to grant the licence.

112. The relevant provisions of Regulation 570/05 of the *Electricity Act* read:

Licence required, electrical contractor

3. No person shall operate an electrical contracting business without an electrical contractor licence issued under this Regulation. O. Reg. 570/05, s. 3.

Electrical contractor licence: requirements

8. A person who applies for an electrical contractor licence shall not be issued the licence unless the applicant,

...

(g) does not owe the Authority any money for which payment arrangements have not been made. O. Reg. 570/05, s. 8; O. Reg. 221/17, s. 2.

Return of licence

24. An electrical contractor shall return the electrical contractor licence to the Director within five business days of its suspension, revocation or expiry using a form of delivery that provides proof of delivery. O. Reg. 570/05, s. 24; O. Reg. 221/17, s. 9.

### **Standard of Review**

113. In *Orangeville Hydro Limited and Director, Licensing and Certification*, dated February 11, 2011 (“*Orangeville Hydro*”), the ESA Review Panel for Licensing decided that the appropriate standard of review on appeals from decisions of

the Director is correctness.<sup>203</sup> In making its decision, the Review Panel in *Orangeville Hydro* relied on section 14(11) of Regulation 187/09:

The Review Panel may, by order, confirm, amend, rescind or impose terms and conditions to the decision of the Director or make whatever other decision that the Review Panel deems appropriate.

114. In applying section 14(11) of Regulation 187/09, the Review Panel stated the following at paragraphs 19 and 20:

The legislature has seen fit to give to the Review Panel wide authority to insert itself into the decision making process. While it may be that the Review Panel may choose to give deference to the Director in the exercise of certain decision making exercises that are conferred her under the EA in any individual case, the Review Panel clearly has great latitude to impose its perspective and to make the decision that it deems appropriate.

Although not determinative, the Review Panel is also supported in its view on this matter in that a hearing before a Review Panel is a hearing *de novo*.

115. In *Mayburry Inc. and Director of Ontario Electrical Safety Code* (“*Mayburry*”),<sup>204</sup> a decision upheld on appeal by the Divisional Court,<sup>205</sup> the Review Panel explicitly adopted the reasoning in *Orangeville Hydro* that the applicable standard of review on appeals from decisions of the Director is correctness.<sup>206</sup>

116. This Review Panel adopts the reasoning in *Orangeville Hydro* that the standard of review is one of correctness and that the Review Panel has a great latitude to impose its perspective to make the decision it views as appropriate on the basis that it feels is appropriate. The Regulation clearly contemplates that the Review Panel does not simply step into the shoes of the Director, but is tasked with making the decision that it deems appropriate, presumably considering all of the relevant facts and law.

117. In *Ontario (Alcohol and Gaming Commission of Ontario) v 751089 Ontario Inc. (Famous Flesh Gordon’s)* (“*Famous Flesh Gordon’s*”), March 18, 2013, the Ontario Court of Appeal held that the appropriate standard of proof provided by Section

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<sup>203</sup> ESA Review Panel, NOAL 10-02, February 11, 2011 at paras 15-18 [*Orangeville Hydro*].

<sup>204</sup> ESA Review Panel, NOAC 13-10, September 13, 2013 [*Mayburry*].

<sup>205</sup> *Mayburry Inc v Iafano, Statutory Director, Ontario Electrical Safety Code*, 2014 ONSC 6074.

<sup>206</sup> *Mayburry Inc v Iafano, Statutory Director, Ontario Electrical Safety Code*, 2014 ONSC 6074 at paras 11-13.

6(2)(d) of the *Liquor Licence Act* is that of “reasonable grounds for belief”.<sup>207</sup> The Court held that the Divisional Court erred in finding that the Board of the Alcohol and Gaming Commission of Ontario was correct in using the balance of probabilities standard of proof.<sup>208</sup>

118. The Ontario Court of Appeal reached this conclusion by examining the wording of Section 6(2)(d) of the *Liquor Licence Act*, which reads:

Requirements

(2) Subject to subsection (4) or (4.1), an applicant is entitled to be issued a licence to sell liquor except if,

...

(d) the past or present conduct of the persons referred to in subsection (3) affords reasonable grounds for belief that the applicant will not carry on business in accordance with the law and with integrity and honesty;

119. The Court held that the plain language and purpose of the legislation make it clear that the appropriate standard of review of Section 6(2)(d) of the *Liquor Licence Act* is reasonable grounds for belief, not more likely than not on a balance of probabilities.<sup>209</sup>

120. *Famous Flesh Gordon’s* is not applicable to the present appeal because the language of Section 113.2(2) of the *Electricity Act* suggests a higher standard of review than reasonable grounds for belief. Section 113.2(2) of the *Electricity Act* provides that “A Director *may* refuse to grant an applicant an authorization for the carrying out of activities or *may* refuse to renew, *may* suspend or *may* revoke an authorization holder’s authorization for the carrying out of activities, if the Director has reason to believe that” the applicant or authorization holder does not or will not comply with certain regulations (emphasis added).<sup>210</sup>

121. Section 113.2(2) of the *Electricity Act* provides far broader discretion than Section 6(2)(d) of the *Liquor Licence Act* does. While Section 6(2)(d) of the *Liquor Licence Act* expressly entitles an applicant to a licence unless there are reasonable grounds for belief that they will not carry on business in accordance with the law and with integrity and honesty, Section 113.2(1) of the *Electricity Act* provides that even with reasonable grounds for belief that the applicant or

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<sup>207</sup> *Ontario (Alcohol and Gaming Commission of Ontario) v 751809 Ontario Inc. (Famous Flesh Gordon’s)*, 2013 ONCA 157 at para 18.

<sup>208</sup> *Ontario (Alcohol and Gaming Commission of Ontario) v 751809 Ontario Inc. (Famous Flesh Gordon’s)*, 2013 ONCA 157 at para 24.

<sup>209</sup> *Ontario (Alcohol and Gaming Commission of Ontario) v 751809 Ontario Inc. (Famous Flesh Gordon’s)*, 2013 ONCA 157 at para 19, 34, and 37.

<sup>210</sup> *Electricity Act*, Section 113.2(2).

authorization holder does not or will not comply with certain regulations, the Director may nonetheless decide to grant or renew a licence. The scope of discretion granted by the two provisions is fundamentally different.

122. Further, the Review Panel is differently situated than the Director. When a matter comes before a Director, there is no formal hearing. However, when a matter comes before the Review Panel, there is a formal hearing, and accordingly it is this Review Panel's view that the standard of proof should be on a balance of probabilities.

123. Although the Director may elect to continue to use the reasonable grounds for belief standard, considering the broad discretion that the Review Panel has under the Regulation to make any decision it deems suitable in the circumstances, as well as the fact that there is a formal hearing prior to a Review Panel decision, the Review Panel finds that it would be more appropriate to use a higher standard of review to ensure that the Panel exercises its discretion appropriately when dealing with licensing issues.

124. The Review Panel therefore finds that the applicable standard of proof in this review is a balance of probabilities.

## **VI. ANALYSIS**

### **Does the Applicant owe the ESA any money or fees for which payment arrangements have not been made?**

125. Where the testimony of Mr. Darabi and Mr. Fontaine and Mr. Eason regarding the history of Edison's accounts and the calculations of the outstanding account diverge, the Panel prefers the testimony of Mr. Fontaine and Mr. Eason.

126. It is clear that Edison was given plenty of notice for the various notification charges, inspector visit charges, and renewal charges. It would also have received notifications about its licences expiring. Mr. Darabi was incorrect in his belief that the ESA owed Edison money when it overpaid its account in 2010 but still had an amount from 2008 and 2009 on its account outstanding. Edison was charged late fees for submitting its completed applications past the ESA's deadlines. Edison's last successful payment to the ESA was made in August 2010.

127. Although Mr. Darabi stated that Edison only refused to pay the charges for 6 Gooseman Crescent because it disagreed with what the ESA had charged it for its work at 200 Simcoe Avenue, even after the charges for 200 Simcoe Avenue were reversed, Edison still refused to pay the charges for 6 Gooseman

Crescent.<sup>211</sup> While Mr. Darabi agreed that the \$110.74 charge for 55 Underwriters Road was properly charged to Edison's account, Edison still has not paid it.<sup>212</sup>

128.The Panel found Mr. Fontaine's and Mr. Eason's testimony and calculations explaining how the ESA reached the outstanding amount of \$421.50 convincing and is satisfied that their account of the financial history of Edison is correct.

129.The Review Panel does note the unfortunate fact that the ESA's own correspondence to Edison, after it had sent the matter to the collection agency, indicated that Edison's balance was zeroed out as a result of the accounting system that was in place at the time.<sup>213</sup> It was, however, made clear to Mr. Darabi and Edison that the ESA still viewed the amount of \$421.50 as owing to the ESA.<sup>214</sup> The fact of the correspondence itself in light of the clear communication to Mr. Darabi and to Edison does not mean that Edison no longer owed this money to the ESA. It would not be appropriate for Edison to take advantage of this accounting practice to somehow have their financial obligation to the ESA removed, particularly in light of the clear and compelling evidence that these monies were still owed.

130.The Panel therefore finds that Edison owes the ESA \$421.50. In accordance with section 8(g) of Regulation 570/05 of the *Electricity Act*, Edison must pay this outstanding account or make a payment arrangement with the ESA in order for Edison to get its licence back. Given that this is the money claimed by the ESA that is owed to them, it is satisfactory if this money is paid directly to the ESA.

**Did the Applicant perform work as an unlicensed contractor in breach of Section 113.2(2) of the *Electricity Act*?**

131.Edison did not have a valid Electrical Contractor Licence while working at 19 West Side Drive between May 7, 2013 and September 20, 2013. Mr. Lawrence testified that on January 29, 2014, Mr. Darabi admitted that Edison performed wiring work at 19 West Side Drive for Farad Electric while its licence was expired.<sup>215</sup> Mr. Corbett also testified that on February 9, 2016, Mr. Darabi told him that Edison had performed electrical work at 3454 Errington Street without an Electrical Contractor Licence.<sup>216</sup>

132.In *Demasi Contracting Inc. v Tarion Warranty Corporation* 2011 ONSC 226

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<sup>211</sup> Transcript Vol 6, p 124-125.

<sup>212</sup> Transcript Vol 6, p 130.

<sup>213</sup> Transcript Vol 2, p 136-142.

<sup>214</sup> Director's Book of Documents, Tab 2, p 9.

<sup>215</sup> Transcript Vol 4, p 141.

<sup>216</sup> Transcript Vol 4, p 168-169.

(CanLII), the Divisional Court held that renewing registrations of the licence-holder annually, despite the licence-holder having a history of non-compliance during the year, does not estop the regulator from relying on past history of non-compliance or from putting the full record of the applicant before the tribunal.<sup>217</sup> It is only by looking at the applicant's entire history that the tribunal can come to an informed decision.<sup>218</sup> The Panel is, therefore, able to take the fact that on March 10, 2017, a Justice of the Peace of the Ontario Superior Court of Justice, found both Edison and Mr. Darabi guilty of operating an electrical contracting business without holding a valid Electrical Contractor Licence into account.<sup>219</sup>

133. The Panel is accordingly satisfied that the Applicant performed work as an unlicensed contractor in breach of Section 113.2(2) of the *Electricity Act*.

**Did the Applicant fail to return the previous (expired) contractor licence to the ESA as required under Section 24 of Regulation 570/05?**

134. Mr. Darabi made no submissions and provided no evidence as to whether or not Edison may have returned the expired Electrical Contractor Licence to the ESA. Mr. Eason testified that Edison would have received a Notice of Expired Licence alerting it that its Electrical Contractor Licence was about to expire, and that there was a copy of the licence that ought to have been returned to the Director in the Applicant's disclosure to the Director.<sup>220</sup>

135. The Panel accordingly finds that Edison did not return its expired Electrical Contractor Licence to the Director within five business days of its expiry on January 1, 2011 as required under Section 24 of Regulation 570/05.

**Did the Applicant advertise electrical work or services without holding a valid Electrical Contractor Licence as required by Section 113.2(1) of the *Electricity Act*?**

136. It is the Review Panel's interpretation of section 113.2 (1), which prohibits a person from carrying out or proposing to carry out an activity which requires an authorization, is that it captures the kind of advertising that Mr. Darabi and

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<sup>217</sup> *Demasi Contracting Inc. v Tarion Warranty Corporation* 2011 ONSC 226 (CanLII) at paras 6-7.

<sup>218</sup> *Demasi Contracting Inc. v Tarion Warranty Corporation* 2011 ONSC 226 (CanLII) at para 7.

<sup>219</sup> Transcript Vol 4, p 178 and Exhibit 5: Director's Second Supplementary Book of Documents, Tab 9.

<sup>220</sup> Transcripts Vol 3, p 47.

Edison has and continues to engage in.

137. In interpreting a regulatory statute, particularly one dealing with, in this case, electrical safety, it is all the more critical to give the legislation a purposive interpretation. Although the section does not explicitly reference advertising, nevertheless it does speak to “proposing to carry out an activity”. There seems to be little point to advertising, and particularly the kind of advertising Mr. Darabi and Edison engaged in and continue to engage in, except to attract the ability to contract with customers so that they can carry out the very activity for which an authorization is required. If the person or entity does not, in fact, have that authorization (which Edison does not) and is still allowed to advertise, then this would turn the exercise into one of catch as catch can. Persons would be allowed to advertise for work, which they would be prohibited from doing. This is not an interpretation that the Review Panel considers appropriate and therefore the Review Panel’s determination is that this section prohibits the kind of advertising that Mr. Darabi and Edison have done and continue to do. The fact that the advertising has and continues to occur is obvious from the record.

138. The photos taken by Mr. Lawrence of Mr. Darabi’s vehicle on January 29, 2014 clearly show that Edison advertised its services. The licence plate number is EDISON2, ‘Edison Electrical Services’ is written above the licence plate, and the phone number 416-993-4455 appears on the back of the vehicle. The side of the vehicle is decalced with ‘Edison Electrical Services’, the Edison logo, and that same phone number.<sup>221</sup> Edison was not registered with the ESA as a Licenced Electrical Contractor at the time that the photos were taken.<sup>222</sup>

139. Mr. Corbett testified that on February 9, 2016, he noticed that Mr. Darabi included the ESA ECRA sign on his vehicle, and that he told Mr. Darabi that Edison was contravening the *Act* by advertising electrical services when it is not a licenced electrical contractor.<sup>223</sup>

140. During Counsel to the ESA’s cross-examination of Mr. Darabi, Mr. Darabi admitted that Edison had probably received the Notice of Violation, dated March 31, 2011, stating that it had contravened section 113.2(1) of the *Electricity Act* by advertising or offering to provide electrical contracting services without first having obtained an Electrical Contractor Licence issued by the ESA.<sup>224</sup> Edison was issued another Notice of Violation, dated March 18, 2014, also for contravening section 113.2(1) of the *Electricity Act* by advertising or offering to provide electrical contracting services without first having

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<sup>221</sup> Exhibit 2, Director’s Supplementary Book of Documents, Tab 10, p 43-44.

<sup>222</sup> Transcript Vol 4, p 144.

<sup>223</sup> Transcript Vol 4, p 172.

<sup>224</sup> Transcript Vol 6, p 69 and Exhibit 1: Director’s Book of Documents, Tab 85, p 252.

obtained an Electrical Contractor Licence issued by the ESA.<sup>225</sup>

141. Mr. Darabi stated that he still drives a truck that says 'Edison Electrical' on it.<sup>226</sup> He also stated that he had not removed the logo because he was waiting for Edison to get its licence back.<sup>227</sup> He further stated that he would not remove the logo even if Edison's licence was not provided to it.<sup>228</sup> Mr. Darabi also admitted that he had the Edison logo on his old silver Caravan and that he did not remove Edison's advertisements on various websites.<sup>229</sup>

142. The above evidence clearly establishes that Edison advertised electrical services without authorization and has no intention to stop doing so and therefore breached and continues to be in breach of Section 113.2(1) of the *Electricity Act*.

## **VII. ORDER**

143. The Review Panel therefore confirms the Director's Decision on this matter. Edison has an outstanding balance of \$421.50 that it must pay to the ESA before its licence can be granted in accordance with section 8(g) of Regulation 570/05. The Panel orders that the Applicant must pay the outstanding \$421.50 that it owes to the Electrical Safety Authority as a prerequisite to obtaining its Electrical Contractor Licence.

144. The Director made extensive submissions regarding effectively the "ungovernability" of Mr. Darabi and his company Edison. The Director requested that conditions be placed on the Edison's ability to obtain and maintain a licence even on the payment of the outstanding amount.

145. As noted earlier, the Review Panel has a broad discretion provided to it pursuant to section 14(11) of Regulation 187/09. The Review Panel reviewed all of the circumstances, including Edison's history of non-compliance with the legislation and the recent conviction. What was also made clear to the Review Panel during the course of the hearing was that Mr. Darabi, as the operating mind of Edison, fundamentally disagrees with some of the requirements with respect to licensing and the manner in which the ESA obtains its fees. For example, he often went on at length to indicate his ability to perform residential electrical work. He appears to dissociate his self-assessed capacity to perform

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<sup>225</sup> Transcript Vol 6, p 70 and Exhibit 1: Director's Book of Documents, Tab 87, p 256.

<sup>226</sup> Transcript Vol 6, p 58.

<sup>227</sup> Transcript Vol 6, p 70.

<sup>228</sup> Transcript Vol 6, p 71.

<sup>229</sup> Transcript Vol 6, p 70.



the work from the regulatory requirement to have a licence to do so.

146. The Review Panel feels that the conditions requested by the Director are more than reasonable. Therefore, at the request of the Director, the Panel also places the following conditions on the Applicant's ability to obtain a licence even if it pays the above amount and so orders:

1. Edison Electrical Services Inc. will only permit authorized persons to carry out activities as required by Subsection 113.2(2) of the *Electricity Act* and Ontario Regulation 570/05 subsection 4(1). Should it be determined that Edison Electrical Services Inc. has allowed an unauthorized person(s) to perform work within one year from the date of this notice, its Electrical Contractor Licence may be revoked or suspended for a period deemed appropriate by the Director.
2. Edison Electrical Services Inc. will only perform electrical work within the limits of the scope of work allowed under its limited Electrical Contractor Licence (442A). Should an allegation of non-compliance with the Licensing requirements be verified within one year from the date on this notice, Edison's Electrical Contractor Licence and/or Mr. Darabi's Master Electrician Licence may be revoked or suspended for a period deemed appropriate by the Director.
3. Edison Electrical Services Inc. will comply with all requirements for maintaining an Electrical Contractor and Master Electrician licence. Should an allegation of non-compliance with the Licensing requirements be verified within one year from the date of this notice, Edison's Electrical Contractor Licence and/or Mr. Darabi's Master Electrician Licence may be revoked or suspended for a period deemed appropriate by the Director.

147. Any decisions of the Director under this Order would still be subject to the normal appeal process, including an appeal to the Review Panel.

Dated this 31<sup>st</sup> day of August, 2018