



May 7, 2019

Sent via email

**Letter L-13-19**



**Re: Customer Choice Program – Disputes # [REDACTED] and # [REDACTED]  
(Acct # [REDACTED])/Access Gas Services Inc.**

Dear [REDACTED]:

The British Columbia Utilities Commission (BCUC) is in receipt of your Customer Choice dispute and has considered the evidence relating to this matter. The BCUC's findings are outlined below.

Nature of the dispute

The customer filed the disputes on the basis of an unauthorized signature.

Evidence and other considerations

The contract, dated October 3, 2018, came into effect on December 1, 2018. [REDACTED], General Manager, filed the dispute on January 16, 2019.

According to the customer, the contract is invalid due to an unauthorized signature. [REDACTED] states that [REDACTED], bookkeeper, signed the agreement without the knowledge or authorization of the General Manager or the Board of Directors.

In response to the dispute, Access Gas Services Inc. (Access Gas) states that they have "reviewed the third party verification call that [REDACTED] conducted; specifically that she confirmed her understanding of the cancellation provisions and that she stated she was authorized to bind agreements on behalf of [REDACTED]"

During the Third Party Verification (TPV) call [REDACTED] confirms that she:

- has authority to bind agreements for [REDACTED];
- has been provided with a copy of the signed agreement;
- agreed to a price of \$5.89 for a term of five years; and
- has the right to cancel the agreement within 10 days.

Access Gas is of the view that the contract signed by [REDACTED] is valid.

As the customer and gas marketer have not resolved the dispute directly, the dispute has proceeded to adjudication.

#### BCUC determination

It is noted that during the TPV call the agent does not mention “penalties” or “early exit fees” when asking the customer to confirm her understanding of the cancellation provisions. Under Article 31 of the Code of Conduct for Gas Marketers, the TPV call for commercial consumers must include confirmation that the customer understands the right to cancel without penalty during the 10-day cancellation period, or if the customer waived the right, confirmation that the customers has done so. The Code of Conduct for Gas Marketers requires penalties be mentioned when confirming cancellation provisions during the TPV call; the TPV call in this dispute is therefore not compliant with the Code of Conduct for Gas Marketers.

A gas marketer is required to make reasonable efforts to ensure that the signatory has sufficient authority to enter into an agreement. In the case of [REDACTED], [REDACTED] held herself out as having the authority, as she stated her authority on both the body of the contract and again during the TPV call. [REDACTED], General Manager of the [REDACTED], has stated that [REDACTED] was not an authorized signing authority for the society. A society may delegate authority to another party, such as a Managing Director, Executive Director, or General Manager. [REDACTED] signed the agreement as an “accountant”, while the General Manager states that her position is “bookkeeper”. A bookkeeper would not have been empowered to bind agreements upon the society, a non-profit organization formed under the Societies Act and managed by a Board of Directors.

On this basis, the BCUC determines the contract shall be cancelled since inception. Early exit fee will not be applicable and Access Gas will reimburse the customer for the period the contract was in effect.

Sincerely,

*Original signed by:*

Patrick Wruck  
Commission Secretary

OK/aci  
Enclosure

cc: Ms. Meghan Karrasch  
Director of Operations  
Access Gas Services Inc.  
meghan@accessgas.com

Charlie Barrotta  
Vice President  
Access Gas Services Inc.  
charlie.barrotta@accessgas.com

*An application for reconsideration of this determination can be made following the guidelines enclosed.*