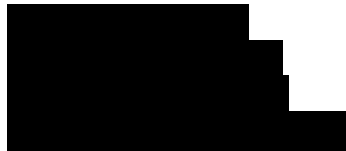




October 8, 2019

Sent via email

**Letter L-51-19**



**Re: Customer Choice Program – Dispute # [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 dispute on the basis of an unauthorized signature.

Evidence and other considerations

The contract, dated July 10, 2019, came into effect on September 1, 2019. The customer filed the dispute on August 13, 2019.

According to the customer, the sales representative misrepresented his identity by stating that he represented FortisBC Energy Inc. (FEI). Further, the customer maintains that the employee did not have the authority to execute an agreement on the business' behalf.

The customer was advised he has the right to cancel the agreement on the next anniversary date with payment of an early exit fee. Access Gas Services Inc. (Access Gas) proposed to resolve the dispute by lowering the natural gas rate, or by discounting the early exit fees.

Access Gas considers the agreement valid and binding.

During the Third Party Verification (TPV) call, which was recorded and provided to the BCUC as evidence in this dispute, [REDACTED] confirms that she:

- is the manager and part-owner of [REDACTED];
- has authority to bind agreements for her organization;
- 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 without penalty within 10 days.

As the matter has not been resolved directly between the customer and the gas marketer, the BCUC has reviewed and adjudicated the matter.

BCUC determination

There is insufficient evidence to support the customer's statement that the signatory is not authorized, nor that the customer was misled by the sales representative. During the TPV call, the customer confirms her position as the manager and part-owner of the business, as well as her authority to bind agreements upon the business. Further, during the TPV call, the signatory confirms her understanding of the rate, the cancellation terms, and that she may not save money by entering into the agreement. The agreement and TPV are compliant with the requirements under the Code of Conduct for Gas Marketers. For these reasons, the BCUC finds the agreement valid and binding.

Access Gas will remain the natural gas provider. The customer has the option to cancel the agreement prior to the end of term in accordance with the agreement terms and conditions. The customer may wish to contact Access Gas directly to discuss whether the proposed resolution of the matter is still available.

Sincerely,

*Original signed by:*

Patrick Wruck  
Commission Secretary

OK/aci  
Enclosure

cc: Ms. Megan Sedawie  
Unbundling Supervisor  
Access Gas Services Inc.  
megans@accessgas.com

Mr. 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.*