



January 31, 2020

Sent via email

Letter L-1-20

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Re: Customer Choice Program – [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 forgery.

Evidence and other considerations

The contract was signed on June 1, 2016, and the customer filed the dispute on September 30, 2019.

Further, the customer signed another contract on June 6, 2016, to enroll a second location with Access Gas Services Inc. (Access Gas). The customer closed the account associated with the contract dated June 6, 2016, on August 29, 2017, without notice to the gas marketer, resulting in early termination fees being applied to the account.

The customer denies signing a contract with Access Gas. According to the customer, the contract and Third-Party Verification (TPV) call presented as evidence by the gas marketer are from an earlier enrollment in 2007. The customer alleges that the agreement presented by Access Gas as evidence in the dispute is a forgery stemming from an earlier enrollment.

Access Gas confirmed the date of the recorded TPV call as June 8, 2016. During the TPV call, which was recorded and provided to the BCUC as evidence in this dispute, the customer confirms understanding the following key terms of the agreement:

- Access Gas will be supplying natural gas for five years at a rate of \$5.89/GJ;
- the customer may or may not save money under the Customer Choice program; and
- the customer may cancel the agreement within 10 days without penalty; following this period, the customer may only cancel on the anniversary date and there may be an early exit fee.

During the TPV call, the customer confirms he was left with a signed copy of the agreement, which sets out the rate and term of the contract. The customer did not cancel the agreement within the 10-day period.

Access Gas is of the view the contract is valid and binding. Access Gas proposed to resolve the dispute by lowering the natural gas rate or cancelling the agreement on the next anniversary date, August 1, 2020.

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

BCUC determination

There is insufficient evidence to support the customer's allegation of forgery.

During the TPV call, the customer confirms he is in possession of the signed agreement and confirms the account numbers of the locations being enrolled in the Customer Choice program with Access Gas. Further, during the TPV call, the signatory confirms understanding the key points of the agreement, including the term and rate, the cancellation provisions, and that he may not save money by entering into the agreement. The agreement and TPV call are compliant with the requirements under the Code of Conduct for Gas Marketers.

The customer alleges that the contract submitted by Access Gas as evidence is a forged copy of a previously signed contract, specifically that it was a contract signed by the customer on behalf of his business. However, the account numbers confirmed by the customer during the TPV call have been verified to be residential properties entered into the agreements with Access Gas on June 1, 2016, and June 6, 2016. While the customer did sign previous natural gas supply contracts with several gas marketers, individually and/or for his business, the BCUC has confirmed that neither the customer, nor his business, had been previously enrolled with Access Gas. There is no evidence to suggest that Access Gas had been in possession of a previous contract from which a forgery could have been produced.

The customer concedes that he is the person speaking during the TPV call submitted by Access Gas as evidence. The customer alleges that the TPV call took place at his business in 2007, however, the TPV call script was first established by BCUC Order A-11-10 on June 17, 2010. During the TPV call the customer confirms that he is the FortisBC account holder. The TPV call could not have occurred prior to March 1, 2011, when Terasen Gas changed its name to FortisBC.

Given the lack of evidence in support of the alleged forgery and the fact that the agreement and TPV call comply with the requirements under the Code of Conduct for Gas Marketers, 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/CMV
Enclosure

cc: Ms. Megan Sedawie
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Access Gas Services Inc.
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Mr. Charlie Barrotta
Vice President
Access Gas Services Inc.
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An application for reconsideration of this determination can be made following the guidelines enclosed.