



May 14, 2020

Sent via email

Letter L-25-20

[REDACTED]
[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 disputes 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 invalid contract due to unauthorized signature.

Evidence and other considerations

The contract, dated November 14, 2019, came into effect January 1, 2020. The customer filed the dispute on March 2, 2020.

According to the customer, the signatory did not have the authority to execute an agreement on the business' behalf. Further, the customer states that the salesperson misrepresented the rate and the potential savings of the Customer Choice program.

Access Gas Services Inc. (Access Gas) advised the customer that she may cancel the agreement as per the terms and conditions on the next anniversary date, January 1, 2021, with discounted early exit fees.

Access Gas considers the agreement valid and binding.

During the Third-Party Verification (TPV) call, which was recorded and provided as evidence in the dispute, [REDACTED] confirmed that he:

- is the manager of [REDACTED];
- has authority to bind agreements for his organization;
- has been provided with a copy of the signed agreement;
- agreed to a price of \$5.89 for a term of five years;
- 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, investigated, and adjudicated the matter.

BCUC determination

Although the customer produced documents showing that [REDACTED] did not have the actual authority to sign on behalf of the customer, it is clear from the evidence that he held himself out to the gas marketer as having the ostensible or apparent authority to enter into the agreement. There is nothing in the evidence that would suggest that the gas marketer should have made further inquiries that he/she did before engaging with [REDACTED] and entering into the agreement. On the agreement and the Notice of Appointment of Marketer, which was provided by the gas marketer as evidence in the dispute, the signatory's title is listed as "manager" and "manager/co-owner."

There is insufficient evidence that the salesperson misrepresented the rate or the potential savings to the customer. During the TPV call, the signatory confirms his authority to bind agreements for the organization by stating that he is the manager, and confirms his understanding of the rate, the cancellation terms, and that he may not save money by entering into the agreement.

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 also wish to contact Access Gas to inquire whether the resolution proposed by the gas marketer is still available.

Sincerely,

Original signed by:

Patrick Wruck
Commission Secretary

DD/ae
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.