



July 7, 2020

Sent via email

**Letter L-42-20**

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

**Re: Customer Choice Program – Dispute [REDACTED] Access Gas Services Inc.**

Dear [REDACTED]:

The British Columbia Utilities Commission (BCUC) acknowledges the receipt of your Customer Choice dispute filed on January 22, 2020. BCUC staff's response is below.

Nature of the dispute

The dispute was filed against Access Gas Services Inc. (Access Gas) on the basis of an alleged misrepresentation by the Access Gas salesperson.

Evidence and other considerations

The contract, signed April 16, 2019, came into effect on June 1, 2019. The customer filed the dispute on January 22, 2020.

According to the customer, the salesperson misrepresented the rate and implied that the customer's rate would not change. The customer further states that his spouse was not authorized to execute the agreement for the business.

Access Gas considers the agreement valid and binding.

The customer contacted Access Gas prior to filing the dispute and was advised that he may cancel the agreement in accordance with the terms and conditions, and was offered a rate reduction, effective next anniversary date. The customer declined the offer.

Access Gas states they have unsuccessfully attempted to contact the customer to discuss the dispute.

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

- has been provided with a copy of the signed agreement;
- is the owner [REDACTED];
- has authority to bind agreements for her organization;

- agreed to a bid price of \$5.89 for a term of five years; and
- has the right to cancel the agreement 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

There is insufficient evidence to support the customer's statement that the salesperson misrepresented the price or term of the agreement, or that the signatory was unauthorized to bind an agreement upon the organization. During the TPV call, the customer confirms that she is the owner of the business, as well as her understanding of the rate, that she may not save money by entering into the agreement, and the cancellation terms. The customer did not cancel the agreement within the 10-day cancellation period. The TPV call is compliant with the requirements under the Gas Marketer Code of Conduct. For these reasons, the BCUC finds the agreement valid and binding. On this basis, Access Gas will remain the natural gas provider.

However, Section 5.2 of the Terms and Conditions attached to the Agreement states that at least sixty day's written notice is required to terminate the Agreement, with termination taking effect on the next anniversary of the Start Date – in this case, the next date when the Agreement could terminate is June 1, 2021. In consideration of the length of time until the next anniversary of the Start Date, should the customer still wish to cancel the Agreement, the BCUC provides the customer the option to contact Access Gas and cancel the agreement effective June 1, 2020, based on the resolution previously proposed by Access Gas. This option must be exercised within 15 days of the date when the customer is notified of this dispute resolution.

Please note it may take one to three billing cycles for the change to appear on the customer's bill; a credit will be posted at that time.

Sincerely,

*Original Signed By:*

Marija Tresoglavic  
Acting Commission Secretary

RQ/mp  
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.*