



November 5, 2020

Sent via email

**Letter L-66-20**

[REDACTED]

**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 invalid contract due to unauthorized signature.

Evidence and other considerations

The Agreement, dated March 15, 2016, came into effect May 1, 2016. The Agreement and Notice of Appointment of Marketer, which was provided by the Gas Marketer as evidence in the dispute, was signed by [REDACTED] in her capacity as "General Manager." The Customer filed the dispute on October 9, 2020.

According to the Customer, the signatory, [REDACTED] did not have the authority to execute an agreement on the business' behalf.

Access Gas Services Inc. (Access Gas) received notice from FortisBC Energy Inc. that [REDACTED] closed the FortisBC Energy Inc. account effective September 13, 2020 resulting in the early termination of the Access Agreement.

Access Gas offered [REDACTED] a reduced early exit fee as the Agreement had already been terminated due to the FortisBC account closure.

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 she:

- is the General Manager 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 no more than \$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

Although the Customer states that [REDACTED] did not have signing authority, it is clear from the evidence that she held herself 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 than he/she did before engaging with [REDACTED] and entering into the Agreement.

During the TPV call, the signatory confirms her authority to bind agreements for the organization by stating that she is the General Manager. The signatory confirms her understanding of the rate, the cancellation terms, and that she 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 may also wish to contact Access Gas to inquire whether the resolution proposed by the Gas Marketer is still available.

Sincerely,

*Original signed by:*

Marija Tresoglavic  
Acting Commission Secretary

DD/cmv  
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.*