



July 16, 2021

Sent via email

**Letter L-24-21**



**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

[REDACTED] (Customer) filed the dispute on the basis of rate misrepresentation.

Evidence and other considerations

The Agreement, dated [REDACTED], came into effect February 1, 2019. The Customer filed the dispute on [REDACTED].

According to the Customer, "[w]e've been charged 5 times more than the rate from Fortis BC for years, we are not able to afford this anymore, thats a lot especially the COVID. [sic]" Further, after speaking to an Access Gas agent, the Customer expressed their concern with cancellation policy stating, "She refused to cancel and told we have to wait the next annual term which will be Feb 1 2022, with cancellation fee of approximately \$[REDACTED]. [sic]"

Prior to the filing of the dispute, Access Gas Services Inc. (Access Gas or Gas Marketer) spoke with the Customer confirming the cancellation policy and further offering to reduce the rate to \$[REDACTED] per GJ effective the next anniversary date February 1, 2022, as a Customer Service gesture. The Customer declined the offer of a reduced rate.

Subsequent to the dispute, Access Gas emailed the Customer with two options: a price adjustment option to reduce the Customer's rate or a reduced exit fee as a gesture of good faith, both to take effect on the next anniversary date.

Access Gas stated there is no valid reason to terminate the Agreement.

During the Third-Party Verification (TPV) call, which was recorded and provided as evidence in the dispute, the Customer confirmed that she:

- has authority to bind agreements for [REDACTED];
- has been provided with a copy of the signed Agreement;
- agreed to a price of \$ [REDACTED] per GJ for a term of five years;
- understood that she may or may not save money in the Customer Choice Program; 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 basis of the Customer's dispute of rate misrepresentation. Further, the signatory confirms her understanding of the key points of the Agreement, including the term and rate, that she may not save money by entering into the Agreement, and the 10-day cancellation provision. The Agreement and TPV call 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 also wish to contact Access Gas to inquire whether the resolutions proposed by the Gas Marketer are still available.

Sincerely,

*Original signed by:*

Patrick Wruck  
Commission Secretary

AS/cmv  
Enclosure

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