



July 20, 2021

Sent via email

Letter L-26-21



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 March 27, 2017, came into effect June 1, 2017. The Customer filed the dispute on June 4, 2021.

According to the Customer, he was "[m]isled about rates. Contract rate is double market rate." Further, the Customer expressed their concern with communications with Access Gas Services Inc. (Access Gas or Gas Marketer) stating, "[t]hey said they can't do anything."

Prior to the filing of the dispute, Access Gas spoke with the Customer confirming the cancellation policy and advised that "60 days notice is required for cancellation and with his Agreement end date being June 1, 2022, he is past the point of cancellation and will have to let the contract run out."

Subsequent to the filing of the dispute, Access Gas did not contact the Customer as per the Customer's direction on the dispute details page.

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

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

- is the FortisBC account holder;
- 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 he 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 Customer's statement that he was misled about the rates. Further, the signatory confirms his understanding of the key points of the Agreement, including the term and rate, that he may not save money by entering into the Agreement, and the cancellation provisions. The Agreement and TPV call are compliant with the requirements under the Code of Conduct for Gas Marketers (Code).

For these reasons, the BCUC finds the Agreement valid and binding.

Access Gas will remain the natural gas provider until the end of the Agreement term, June 1, 2022. The Customer may also wish to contact the Gas Marketer to inquire whether an alternative resolution is available.

Further, the BCUC notes Article 33 of the Code states that, for Residential Consumers, the TPV call must follow the standardized scripting. The Commission will not allow additions or deviations from the standardized script at this time.

Sincerely,

Original signed by:

Patrick Wruck
Commission Secretary

AS/cmv
Enclosure

cc: Ms. Megan Sedawie
Unbundling Supervisor
Access Gas Services Inc.
meg.sedawie@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.