



October 6, 2021

Sent via email

Letter L-35-21



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] (individually or collectively, the Customer) on the basis of invalid contracts, citing unauthorized signatures.

Evidence and Other Considerations

The Agreements dated October 9, 2018 for [REDACTED] and April 8, 2019 for [REDACTED], came into effect January 1, 2019 and June 1, 2019 respectively. The Customer filed the dispute on August 11, 2021.

According to the Customer they had not signed a contract with the Gas Marketer that would be "charging us double FortisBC price is [REDACTED] per GJ and Access Energy charging [REDACTED] per GJ is almost double [sic]."

On March 11, 2021, Access Gas Services Inc. (Access Gas) offered the Customer a price adjustment option to reduce [REDACTED] rate to \$[REDACTED]/GJ taking effect on the next anniversary date (June 1, 2021) for the remainder of the contract term. The offer was declined by the Customer. Further, on March 16, 2021 Access Gas offered to honour the price adjustment option, offered on March 11, 2021, or extend a [REDACTED] % reduction off the exit fees if the Customer wished to cancel the Agreement effective June 1, 2021. Both offers were declined.

Subsequent to the filing of the dispute, Access Gas spoke to the Customer to discuss the dispute. During this call the Customer expressed that they did not want to discuss the account further, advising Access Gas to proceed with the dispute.

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

During each Third-Party Verification (TPV) call, which were recorded and provided as evidence in the dispute, each signatory [REDACTED] confirmed they:

- have the authority to bind agreements for the organization;
- have been provided with a copy of the signed Agreement;
- agreed to a price of no more than \$ [REDACTED] for a term of five years;
- understood that they may or may not save money in the Customer Choice Program; and
- have 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 and adjudicated the matter.

BCUC Determination

There is insufficient evidence to support the Customer's statement that the contracts are invalid due to unauthorized signatures. Each signatory represented that he had the authority to sign the Agreement on behalf of the Customer, and Access Gas reasonably relied on this representation. Further, both signatories confirmed their understanding of the key points of the Agreement, including the term and rate, that they may not save money by entering into the Agreement, and the cancellation provisions, specifically that early termination of the Agreement may result in early exit fees. The Agreement and TPV call comply with the requirements of the Code of Conduct for Gas Marketers.

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

Access Gas will remain the natural gas provider. The Customer has the option to cancel either or both Agreements 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 previous offers proposed by the Gas Marketer are still available.

Sincerely,

Original signed by:

Patrick Wruck
Commission Secretary

AS/db
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.