



April 11, 2023

Sent via email

**Letter L-15-23**



**Re: Customer Choice Program – Dispute [REDACTED] (Acct [REDACTED]) / Easy Energy 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 an invalid contract, citing an unauthorized signature.

#### **Evidence and Other Considerations**

The Agreement dated August 9, 2022, for two locations of [REDACTED], came into effect November 1, 2022. The Customer filed the dispute on February 7, 2023.

According to the Customer, the contract was signed by [REDACTED], a junior accountant who did not have signing authority: "An accounts payable clerk with less than 6 months with our company, and who left the company not long after, signed this contract at his on discretion" [sic].

After the dispute was filed, Easy Energy (Easy Energy) noted that it had attempted to reach a resolution with [REDACTED] but was unsuccessful. Further, Easy Energy stated it "encourages a representative of [REDACTED] to reach out to Easy as we remain open to providing options for an amicable resolution".

Easy Energy 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, [REDACTED], on behalf of the Customer, confirmed that:

- He has the authority to bind agreements for the organization;
- He was provided with a copy of the signed Agreement;
- He agreed to a price of no more than \$8.75 for a term of five years;
- He understood that he may or may not save money in the Customer Choice Program; and
- He 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 and adjudicated the matter.

**BCUC Determination**

There is insufficient evidence to support the Customer's statement that the contract is invalid due to an unauthorized signature. Further, during the TPV call the signatory, [REDACTED], confirms his understanding of the key points of the Agreement, including his authority to bind agreements for the company, the term and rate, that they 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.

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

Easy Energy 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 Easy Energy to inquire whether potential offers proposed by the Gas Marketer are available.

Sincerely,

*Original signed by:*

Patrick Wruck  
Commission Secretary

DD/db/jm  
Enclosure

cc: Tom Dixon  
President and CEO  
Easy Energy Inc.  
tom@easyenergy.ca

*An application for reconsideration of this determination can be made following the guidelines enclosed.*