



June 12, 2024

Sent via email

**Letter L-15-24**

**Re: FortisBC Inc. – Complaint filed by S.U. – British Columbia Utilities Commission Decision**

Dear [REDACTED],

The British Columbia Utilities Commission (BCUC) writes regarding your complaint (Complaint), submitted on April 10, 2024, about FortisBC Inc. (FBC). In your complaint you state that the [REDACTED] is an Indigenous led, nonprofit organization located in [REDACTED] that offers services to the community including affordable and subsidized rental housing. Your complaint with FBC was that it recently required the [REDACTED] pay for electric service (utility account) at [REDACTED] (Premises) occupied by the [REDACTED] tenants. The [REDACTED] submits it is unable to do this due to its funding model.

When the BCUC reviews complaints, it considers whether the utility reasonably responded to the customer's concern(s) and whether the utility followed its approved Tariff and the *Utilities Commission Act*. As an administrative tribunal, the BCUC follows its own process for a number of procedures, including complaints. The BCUC is an independent regulatory agency of the Provincial Government that operates under and administers the *Utilities Commission Act*.

Based on our review of your Complaint and related correspondence provided in this matter, the BCUC is satisfied that FBC has reasonably responded to your concerns and acted in accordance with its Tariff and the *Utilities Commission Act*.

This letter outlines the BCUC's review process, and then provides a summary of your complaint, the issues raised, the BCUC's review of each issue, and potential next steps you can take.

### **Review Process**

In reviewing FBC's responses, under the BCUC Customer Complaints Guide<sup>1</sup>, the BCUC has, amongst other things, referred to FBC's approved Tariff<sup>2</sup> which contains the terms and conditions of service between FBC and its customers to ensure FBC's actions were in accordance with the Tariff.

---

<sup>1</sup> [BCUC Customer Complaints Guide](#)

<sup>2</sup> [FBC's Tariff](#) is set through a BCUC proceeding. The current version of FBC's Tariff was approved by Order G-41-24 and came into effect January 1, 2024. In the Tariff, rates for each customer class (residential, commercial, industrial) and the terms and conditions of service are designed through a public consultation process to cover the costs of supplying customers in their respective classes.

## Complaint

### S.U.'s Position

Within the complaint correspondence you state that one of the services that the [REDACTED] provides is assisting people (tenants) with housing through an “affordable housing building as well as a subsidized housing program.” The funding for these services is provided through funders for specific services that do not include the provision of utility bills. As such the action of holding the [REDACTED] responsible for the payment of the utility account would over time, “lead [the] [REDACTED] into bankruptcy.”

Further, you state that rather than the [REDACTED] being responsible for payment of the utility accounts at the Premises, FBC could minimize its risk by using security deposits from the tenants. Additionally, you submit that based on the language of the Tariff, FBC has the discretion to require the [REDACTED] to assume responsibility of the utility accounts at the Premises i.e. FBC can waive its request that the [REDACTED] be responsible for the payment of the utility account.

### FBC's Position

In response to the Complaint, FBC explains its requirement that the [REDACTED] now contract directly with FBC for utility accounts stems from a history of unpaid account at the Premises.

FBC submits that the past two tenants at the Premises had arrears and unpaid balances that remain unpaid. FBC states it has internal policies and business practices for such instances (where two consecutive tenants have a payment failure history). In such circumstances, FBC relies on section 2.4 of its Tariff and requires the landlord assume responsibility of the utility account.

#### 2.4 Rental Premises:

In the case of rental Premises FortisBC may:

- a) require a Landlord who wishes FortisBC to contract directly with a Tenant to enter into an agreement with FortisBC whereby the Landlord assumes responsibility for that Tenant's non-payment for Service to the Premises;
- b) contract directly with the Landlord as a Customer of FortisBC with respect to any or all Services to the Premises; or
- c) contract directly with each Tenant as a Customer of FortisBC.

Further, FBC states it has provided you with the following options in order to address your complaint:

- 1) The premises electricity services remain in the landlord's, the Society's, name for two years. FortisBC discussed that the Equal Payment Plan (EPP) could be set up on the account to assist with budgeting, should the [REDACTED] choose.
- 2) The premises electricity services can be accepted in the tenant's name, however FortisBC would require the [REDACTED] be listed as an authorized financially responsible party on the account for duration of services or for at least two years.

## Determination

The BCUC has reviewed the Complaint and the information provided by the parties and notes that FBC has reasonably answered your questions, provided the appropriate sections of its Tariff, and offered you options on how to retain electricity services at the Premises.

The BCUC notes that section 2.4 of the Tariff permits FBC to require the [REDACTED] to contract directly with it for electricity services for its tenants. The BCUC agrees that, based on the use of the word “may” in section 2.4 of its Tariff, FBC has discretion on whether it applies the section of the Tariff for customers. In this instance, FBC has explained that it has internal policies and businesses practices in place to aid it on determining when this discretion is exercised. The BCUC notes that FBC submitted that there have been two consecutive instances of nonpayment at the Premises and according to its internal policies and business practices, these are the specific circumstances under which FBC applies section 2.4. FBC now requires the [REDACTED] to be responsible for the utility services, either by becoming the utility account holder at the Premises or be an “authorized financially responsible party.” The BCUC considers FBC has appropriately provided the reasons why it is requiring that the [REDACTED] contract for utility services at the Premises.

As such, the BCUC finds that FBC’s actions have been consistent with its duties and responsibilities as set out in its Tariff and the *Utilities Commission Act*.

Accordingly, the complaint is dismissed, and your file is now closed.

## Office of the Ombudsperson

If you have concerns about how the BCUC handled your complaint, you may wish to contact the Office of the Ombudsperson. The Office of the Ombudsperson receives enquiries and complaints about the practices and services of public agencies within its jurisdiction. Their role is to impartially investigate complaints to determine whether public agencies have acted fairly and reasonably, and whether their actions and decisions were consistent with relevant legislation, policies and procedures.

If you decide to file a complaint with the Ombudsperson, they will review the BCUC’s process to ensure it was fair. Though this may not result in a different outcome for you, the office could request that the BCUC reopen its investigation.

Provided is a link to the Office of the Ombudsperson’s website: <https://www.bcombudsperson.ca>.

You can also call their office toll-free at: 1-800-567-3247. An employee at the office will be able to assist you and inform you of your options.

Thank you again for contacting the BCUC.

Sincerely,

*Original signed by:*

Patrick Wruck  
Commission Secretary

DD/jm

cc: FortisBC Energy Inc.