



February 5, 2020

Sent via email

Letter L-4-20

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Re: Customer Choice Program – [REDACTED])/Summitt Energy BC L.P.

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

The customer filed the dispute on the basis of misrepresentation of the rate.

Evidence and other considerations

The contract, dated May 9, 2017, came into effect August 1, 2017. The customer filed the dispute on November 8, 2019.

According to the customer, the sales representative misrepresented the rate by stating the price of natural gas would decrease. Further, the customer maintains that the signatory, [REDACTED], did not have the authority to execute an agreement on the business's behalf. The customer has not responded to requests to provide documentation confirming the signatory's position in the organization.

Summitt Energy BC L.P. (Summitt Energy) maintains that the customer may cancel the agreement on the next anniversary date with payment of an early exit fee.

Summitt Energy considers the agreement valid and binding.

During the Third-Party Verification (TPV) call [REDACTED] confirms that he:

- is a business partner in [REDACTED].;
- has the authority to bind agreements for his organization;
- has been provided with a copy of the signed agreement;
- agreed to a price of \$6.99 for a term of five years; 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

BCUC staff requested that the customer provide evidence to support the statement that the signatory was not authorized in emails dated December 19, 2019, and January 7, 2020. The customer has not responded to the BCUC. Attempts by BCUC staff to contact the customer by telephone were not successful.

As there has been no further communication from the customer, the BCUC proceeded with adjudication of the dispute based on the evidence submitted to date.

There is insufficient evidence to support the customer's statement that the signatory is not authorized, and that the sales representative misrepresented the rate. The TPV is compliant with the requirements under the Code of Conduct for Gas Marketers, however, BCUC staff note that the signatory's title was omitted on the signed agreement. On the Notice of Appointment of Marketer, which was provided by the gas marketer as evidence in the dispute, the signatory's title is listed as "owner." During the TPV call, the signatory confirms his authority to bind agreements for the organization by stating that he is a business partner, and confirms his understanding of the rate, the cancellation terms, and that he may not save money by entering into the agreement.

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

Summitt 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.

Sincerely,

Original Signed By:

Ian Jarvis for:
Patrick Wruck
Commission Secretary

OK/CMV
Enclosure

cc: Mr. Elgin Tagle
Manager, Regulatory Affairs & Compliance
Summitt Energy BC L.P.
etagle@summittenergy.ca

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