



April 6, 2020

Sent via email

Letter L-21-20



Re: Customer Choice Program – Dispute [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

The customer filed the dispute on the basis of an unauthorized signature.

Evidence and other considerations

The contract, signed on November 19, 2018 came into effect on August 1, 2018. [REDACTED] filed the dispute on January 1, 2019.

According to the customer, the contract is invalid due to an unauthorized signature. [REDACTED] states that the restaurant employee, [REDACTED] signed the contract without the restaurant owners' knowledge or authorization.

In response to the dispute, Access Gas Services Inc. (Access Gas) states, "[REDACTED] contacted the Access office requesting to terminate the Agreement, claiming that [REDACTED] does not have signing authority for [REDACTED]. The Access CSR explained the cancellation provisions and that cancellation would take effect on the next available anniversary date – January 1, 2020 – with applicable early exit fees. The Access CSR then reviewed the TPV call that [REDACTED] completed, specifically noting that [REDACTED] stated that he is the owner and authorized to bind Agreements on behalf of [REDACTED]."

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

- is the owner of [REDACTED];
- has authority to bind agreements for his organization;
- has been provided with a copy of the signed agreement;
- agreed to a price of \$5.89 for a term of five years; and
- has the right to cancel within 10 days.

Access Gas considers the contract valid and that Access Gas's conduct has been compliant with the Code of Conduct.

As the matter has not been resolved directly between the customer and the gas marketer, the BCUC has reviewed, investigated, and adjudicated the matter.

BCUC determination

There is insufficient evidence to support the customer's statement that the signatory is not authorized to enter into the agreement. Further, the signatory identifies himself as the owner and confirms he is authorized to enter into the agreement on behalf of the business during the TPV call and by signing the agreement.

It is noted that the title field of the agreement has been filled out by the salesperson. Access Gas confirmed this and stated that the salesperson filled in the Title field to "ensure accuracy." Article 26 of the Code of Conduct for Gas Marketers states: "The agreement must include a Title field next to Consumer's Name, to be completed by the signatory."

The Code of Conduct for Gas Marketers requires the signatory to be the person completing the Title field; the contract in this dispute is therefore not compliant with the Code of Conduct for Gas Marketers. On this basis, the BCUC determines the contract shall be cancelled as of the dispute date.

The customer will return to FortisBC Inc. for natural gas supply as of November 29, 2019. Please note it may take one to three billing cycles for the change to appear on the customer's bill; a credit will be posted at that time.

Sincerely,

Original signed by:

Patrick Wruck
Commission Secretary

OK/cmv
Enclosure

cc: Ms. Megan Sedawie
Unbundling Supervisor
Access Gas Services Inc.
megans@accessgas.com

Mr. Charlie Barrotta
Vice President
Access Gas Services Inc.
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An application for reconsideration of this determination can be made following the guidelines enclosed.