



July 7, 2020

Sent via email

Letter L-41-20

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

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 disputes and has considered the evidence relating to this matter. The BCUC's findings are outlined below.

Nature of the dispute

The dispute was filed against Access Gas Services Inc. (Access Gas) on the basis of an alleged misrepresentation by the Access Gas salesperson.

Evidence and other considerations

The contract dated April 16, 2019, came into effect June 1, 2019. The dispute was filed December 10, 2019.

According to the customer, the salesperson stated that she represented FortisBC Energy Inc. and that the customer would save money under the Customer Choice program. The customer stated that the allegation of forgery, which is the basis of his dispute, relates to the alleged misrepresentation by the Access Gas salesperson.

Access Gas considers the agreement valid and binding.

Access Gas advised the customer that he may choose to get a reduced rate or cancel the agreement with a 50% discount on the early exit fees, both options effective on the next anniversary date, June 1, 2020. Access Gas have stated that the customer did not respond to the proposed resolutions.

During the Third-Party Verification (TPV) call, which was recorded and provided as evidence in the dispute,

[REDACTED] confirmed that he:

- is entering into an agreement with Access Gas, who is independent of FortisBC Energy Inc. and the government;
- 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 bid price of \$5.89 for a term of five years; and
- has the right to cancel the agreement without penalty within 10 days.

As the matter was not 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 salesperson engaged in fraudulent activity or that she misrepresented the rate or her identity. During the TPV call, the customer confirms that he is entering into an agreement with Access Gas, as well as his understanding of the rate, that he may not save money by entering into the agreement, and the cancellation terms. The customer did not cancel the agreement within the 10-day cancellation period. The agreement and the 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 and Access Gas will remain the natural gas provider.

However, Section 5.2 of the Terms and Conditions attached to the Agreement states that at least sixty day's written notice is required to terminate the Agreement, with termination taking effect on the next anniversary of the Start Date. In this case, the next date when the Agreement could terminate is June 1, 2021. In consideration of the length of time until the next anniversary of the Start Date, should the customer still wish to cancel the Agreement, the BCUC provides the customer the option to cancel the agreement effective June 1, 2020, based on the resolution previously proposed by Access Gas. This option must be exercised within 15 days of the date when the customer is notified of this dispute resolution.

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:

Marija Tresoglavic
Acting Commission Secretary

RQ/mp
Enclosure

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