



April 11, 2023

Sent via email

Letter L-14-23



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 alleged forgery.

Evidence and Other Considerations

The Agreement dated September 6, 2020 for [REDACTED] came into effect August 2, 2022. The Customer filed the dispute on December 14, 2022.

According to the Customer, he had not signed a contract with the Gas Marketer and that the fees associated with the agreement "just suddenly appear on my bill payment, never heard about this company" [sic].

After the dispute was filed, Easy Energy Inc. (Easy Energy, Easy) noted that it had made several attempts to communicate with the Customer to resolve the dispute stating, "... [REDACTED] has not responded to Easy".

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, the Customer confirmed that:

- He is the owner of [REDACTED];
- 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; 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 alleged forgery. Further, during the TPV call the Customer confirmed his understanding of the key points of the Agreement, including the term and rate, that he had received a copy of the Agreement, he 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/kk
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.