



November 13, 2025

Sent via email

**Letter L-32-25**



**Re: Customer Choice Program – Non-GEM Complaint / Easy Energy Inc.**

Dear [REDACTED],

The British Columbia Utilities Commission (BCUC) received your Customer Choice complaint submitted on July 23, 2025 (Complaint) and has considered the evidence relating to this matter. The BCUC's findings are outlined below.

#### Complaint

On July 23, 2025, you (Complainant), the [REDACTED] of [REDACTED], filed a complaint against Easy Energy Inc. (Easy Energy) regarding a Customer Choice agreement for natural gas service entered into by [REDACTED] and Easy Energy on June 24, 2024 (Agreement). The Agreement was signed by you and agreed to take service from Easy Energy at two Points of Delivery for a five-year term at a fixed rate of [REDACTED] per gigajoule (GJ).

Easy Energy maintains that the Agreement was validly executed on June 24, 2024, and verified through a Third-Party Verification (TPV) call on July 4, 2024, in accordance with standard procedures and the Code of Conduct for Gas Marketers. Additionally, Easy Energy states that cancellation is not feasible without application of early termination fees and that alternatives to the early termination fees were offered to the Complainant and refused.

#### Complainant Submissions

Within your complaint correspondence, you submit to have received a collection notice from Easy Energy in the amount of [REDACTED] following [REDACTED] moving from two units to a different unit within the same complex, which prompted [REDACTED] to investigate. Further, you submit it was only then that you discovered that Easy Energy had enrolled [REDACTED] in the Agreement without fully explaining its key terms, such as the rate per GJ and contract length and without providing a price comparison at the time of the signing.

In addition, you submit that Easy Energy's representative failed to clearly identify themselves as not being FortisBC's representative in the initial marketing activity, which, according to your complaint correspondence, led [REDACTED] into believing the Customer Choice Program was a standard FortisBC program. You state that you did not knowingly or willingly agree to the terms of the Agreement at the time of signing or afterwards.

Following Easy Energy's response to the Complaint, you provided further details arguing that the Agreement's rate had been misrepresented by the salesperson when you stated that, "[w]e were led to believe that this [REDACTED] GJ rate] was a *maximum cap* that would protect us if FortisBC's rate rose — not that this would be our **fixed, ongoing rate** for the entire contract." In addition, you state that it is not reasonable to expect a small business to detect this alleged misrepresentation within 10 days, especially when the first bill had not yet arrived.

You state that Easy Energy is requiring you to provide it with [REDACTED]' new FortisBC Point of Delivery number otherwise Easy Energy would proceed with collections, which you argue would be unreasonable and coercive.

Within your correspondence you requested actions from the BCUC that included ordering that:

- the Agreement be terminated immediately without penalty;
- FortisBC be reinstated as [REDACTED] gas supplier at the standard rate;
- the collection notice be revoked; and
- a BCUC investigation of possible violations of the Code of Conduct for Gas Marketers by Easy Energy be initiated.

In support of the Complaint, you submitted a document that includes an alleged overcharge estimation by Easy Energy during the course of the active Agreement when compared to FortisBC's rate in the amount of [REDACTED] as well as a description of the alleged misrepresentation by the salesperson and copies of invoices received for charges under the Agreement.

Further, you state that cancellation fees and long-term binding terms were not disclosed at the time of the signing and submitted your intention not to pay any penalties or liquidated damages, or to enter any new contracts with Easy Energy or rejoin the Customer Choice Program.

#### Gas Marketer Submissions

In its response to the Complaint, Easy Energy provided a copy of the signed Agreement and corresponding TPV call recording. Further, Easy Energy states that through the verification process, details such as term, price and cancellation terms were confirmed with the customer as well as confirmation that Easy Energy is independent of FortisBC. Easy Energy also notes that as part of the enrolment process, FortisBC issues its own letter that details the particulars of the Customer Choice program, including a price comparison to FortisBC's "default variable rate". Regarding the Complainant's relocation to another unit, Easy Energy states that it received notification from FortisBC that the Complainant's account was closed, effective [REDACTED]. Easy Energy submits that it promptly contacted [REDACTED] and provided options to "settle the account", which included the option to eliminate the liquidated damages charge with a replacement agreement for the new location. To date, the Complainant has not accepted any of the options provided by Easy Energy.

Easy Energy submits that the Agreement, entered into by [REDACTED], on behalf of [REDACTED], was verified by [REDACTED] on the TPV call, is valid and should remain in full force and effect which includes the liquidated damages.

In response to further correspondence by the Complainant, Easy Energy explains that:

- portability of Customer Choice agreements is not automatic for commercial consumers and that when [REDACTED] moved, it terminated natural gas service to its two points of delivery resulting in early termination of the Agreement; and

- when customers sign long term fixed-price agreements with Easy Energy, Easy Energy signs long-term fixed-price agreements with its suppliers. When customers terminate their agreements before the contractual term, Easy Energy must liquidate or resell the forward natural gas procured for that customer.

Easy Energy submits that the evidence does not support the Complainant's claim of being misled and that the Complainant confirmed verbally and in writing their understanding of the Agreement's key terms.

BCUC Determination

The BCUC finds that there is insufficient evidence to support the Complainant's statement that Easy Energy misrepresented their identity during the initial marketing activity. Further, in the recorded TPV call with [REDACTED], the Easy Energy agent states that "Easy Energy is independent of FEI and the government". Additionally, in the TPV call [REDACTED] confirms understanding of key terms of the Agreement by replying 'yes' to questions regarding the price being fixed-rate, the term five years, that [REDACTED] might not save money under the Agreement, the ten-day free cancellation period, and that there may be an early exit fee. The Agreement and TPV call comply with the requirements under the Code of Conduct for Gas Marketers.

For these reasons, the BCUC finds the Agreement valid and binding. The Complainant is responsible for payment of the early exit fees resulting from the early termination of the Agreement, in accordance with the Agreement terms and conditions. The Complainant may wish to contact the Gas Marketer, Easy Energy, to inquire whether potential offers or resolutions may be available.

Sincerely,

*Electronically signed by Bernard Magnan*

B. A. Magnan  
Commissioner

DD/jm  
Enclosure

cc: Kathryn Mamaid  
Vice President  
Easy Energy Inc.  
[complaints@easyenergy.ca](mailto:complaints@easyenergy.ca)

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



**bcuc**  
British Columbia  
Utilities Commission

# **Customer Choice Program**

## **Dispute Reconsideration Guidelines**

**January 2012**

British Columbia Utilities Commission  
410, 900 Howe Street  
Vancouver, British Columbia, Canada V6Z 2N3

Telephone (604) 660-4700; Facsimile (604) 660-1102  
B.C. Toll Free: 1-800-663-1385

Internet Email: [customer.choice@bcuc.com](mailto:customer.choice@bcuc.com)  
Website: <http://www.bcuc.com>

## TABLE OF CONTENTS

|                                                                | <b>Page No.</b> |
|----------------------------------------------------------------|-----------------|
| 1.0 INTRODUCTION .....                                         | 1               |
| 2.0 STEPS IN THE DISPUTE RECONSIDERATION PROCESS .....         | 1               |
| 2.1 Submit a Dispute .....                                     | 1               |
| 2.2 The Reconsideration Process .....                          | 2               |
| 3.0 ALTERNATIVES TO THE RECONSIDERATION PROCESS.....           | 3               |
| 3.1 File for Leave to Appeal to the Court of Appeal of BC..... | 3               |
| 3.2 The Office of the Ombudsperson of BC.....                  | 3               |

## CUSTOMER CHOICE PROGRAM

### Dispute Reconsideration Guidelines

#### 1.0 INTRODUCTION

If a Customer or a Gas Marketer believes the Commission has made an error in the course of making a decision on a dispute, either party may raise the issue for further review by applying to the Commission for reconsideration. The Commission will not reconsider a dispute decision on the basis that the parties are unhappy with the decision. For a reconsideration to proceed, the applicant is required to establish a *prima facie* case (a case that until it is rebutted establishes that an error has been made) that reconsideration is warranted.

The following is an outline of the reconsideration process for the Customer Choice Program. This outline is used by the Commission to determine whether to accept an application for reconsideration and how to proceed with that reconsideration.

#### 2.0 STEPS IN THE DISPUTE RECONSIDERATION PROCESS

##### 2.1 Submit a Dispute

Applications for reconsideration must be received by the Commission in writing within 30 days of the date of the disputed decision. An application for reconsideration must:

- identify the disputed decision to be reconsidered including the dispute number, FortisBC account number and gas marketer's name;
- state the legal or factual grounds upon which the decision should be changed;
- state the applicant's desired outcome;
- contain the name, address and telephone number of the applicant or the applicant's representative; and
- be signed by the applicant or the applicant's representative.

Applications should be addressed to Customer Choice Program and can be submitted via email, mail or fax to:

- Email: [customer.choice@bcuc.com](mailto:customer.choice@bcuc.com)
- Fax: (604) 660-1102
- Mail: 410 - 900 Howe Street, Vancouver, BC V6Z 2N3

Once the Commission receives an application it will conduct an initial review to determine whether the application shall proceed.

## 2.2 The Reconsideration Process

The Commission considers written submissions from the parties involved in a dispute in two phases of the reconsideration process. These two phases are outlined in the sections below.

### 2.2.1 Phase I – Initial Review

In the interest of both efficiency and fairness, and before the Commission proceeds with a determination on the merits of an application for reconsideration, the application undergoes an initial screening phase. In this phase the applicant must establish a *prima facie* case sufficient to warrant full consideration by the Commission. The first phase is a preliminary examination in which the application is assessed in light of some or all of the following questions:

- Should there be reconsideration by the Commission?
- If there is to be reconsideration, should the Commission allow new evidence?
- If there is to be reconsideration, should it focus on the items from the application for reconsideration, a subset of these items or additional items?

Following the Commission's review of the application, the Commission issues a notice to the other party involved in the disputed decision requesting them to submit a response to the application for reconsideration by addressing those questions set out in the notice. Upon receipt of the other party's response, the Commission asks the applicant to provide reply comments to the response received from the other party.

After the first phase evidence has been received, the Commission generally applies the following criteria to determine whether or not a reasonable basis exists for allowing reconsideration:

- Has the Commission made an error in fact or law?
- Has there been a fundamental change in circumstances or facts since the initial decision?
- Is there new evidence or further information that was not taken into consideration in adjudicating the initial decision?

In addition, the Commission may exercise its discretion and decide to undertake reconsideration of a decision whenever it deems there is just cause. If the Commission decides that a request for reconsideration should proceed, the application moves on to Phase II of the process. If the Commission decides that reconsideration should not proceed, the Commission will provide all parties with written notice of its decision.

### 2.2.2 Phase II – Commission Reconsideration

If the Commission decides an application for reconsideration should proceed, the Commission issues a Phase II Reconsideration Notice to the Customer and the Gas Marketer outlining the issues to be reconsidered and whether new evidence is allowed and setting the schedule for submissions. In moving to Phase II of the reconsideration process, the Commission will consider written arguments addressing the substance of the issues approved for reconsideration. When submitting written arguments, the parties must copy each other and must respond on or before the dates set out in the Phase II Reconsideration Notice.

The Commission bases its decision on the application on the submitted arguments.



### **3.0 ALTERNATIVES TO THE RECONSIDERATION PROCESS**

In addition to the Commission's reconsideration process, there are two alternatives available to parties who wish to challenge a Commission decision or the fairness of the process used by the Commission to arrive at the decision:

- File for leave to Appeal the Commission's decision with the Court of Appeal of British Columbia
- File a complaint with the Office of the Ombudsperson of BC

These options are discussed in more detail below.

#### **3.1 File for Leave to Appeal to the Court of Appeal of BC**

The *Utilities Commission Act* provides a second alternative for challenging a Commission decision. This alternative is by way of the Court of Appeal of British Columbia. The Court of Appeal will consider only alleged errors of law or jurisdiction.

An application to obtain leave to appeal to the Court of Appeal must be launched within 30 days of the Commission issuing its Decision. Applicants must first obtain the court's leave for the appeal before commencing the actual appeal. The court will sometimes take into consideration as a factor in granting leave whether or not the party applying has exhausted its other remedies. Therefore, the party applying for leave may also want to apply for reconsideration by the Commission at the same time.

If a participant chooses to pursue an appeal, the procedures may be quite complex and formal. Normally, lawyers become involved at this stage, as their knowledge of court procedures and legal arguments tends to be very useful. It is not necessary, however, to hire a lawyer in order to make an appeal to the Court of Appeal.

#### **3.2 The Office of the Ombudsperson of BC**

If a customer is not satisfied with the Commission's handling of a complaint, he or she may contact the provincial Ombudsperson's Office to review the process used. The BC Ombudsperson reviews the Commission's processes, including the process for resolving complaints. The BC Ombudsperson can recommend reconsideration of a matter because of an error in procedure, but cannot overturn a Commission decision.