



November 20, 2025

Sent via email

Letter L-34-25



Re: Pacific Northern Gas Ltd. – Complaint filed by G.G. – British Columbia Utilities Commission Decision

Dear [REDACTED],

The British Columbia Utilities Commission (BCUC) writes regarding your complaint submitted on February 3, 2025 (Complaint), concerning Pacific Northern Gas Ltd.'s (PNG) Tomslake installation project (Tomslake System) and connection to a house (House) and cabin (Cabin) located at [REDACTED] (Property) for which you hold two accounts. In the Complaint, you address a number of concerns relating to the installation of two gas lines connecting the House and Cabin to the Tomslake System, alleged property damage arising from the installation, billing and fees associated with the Property and terms related to the Gas Sales Tariff (Tariff).¹

When the BCUC reviews complaints pursuant to the BCUC Customer Complaints Guide,² it assesses whether the utility reasonably responded to the customer's concern(s) and whether the utility followed its approved tariff and the *Utilities Commission Act* (UCA). The BCUC is an independent regulatory agency of the Provincial Government that operates under and administers the UCA. Based on our review of your Complaint and related correspondence provided in this matter, the BCUC is satisfied that PNG has not breached the terms of its Tariff and the UCA.

This letter outlines the BCUC's review process, provides a summary of your Complaint and the issues raised, sets out the BCUC's review of each issue, and outlines potential next steps you can take.

Review Process

In reviewing PNG's responses, the BCUC has, among other things, referred to PNG's approved Tariff, which contains the terms and conditions of service between PNG and its customers. In assessing whether PNG's actions were in accordance with the terms and conditions of the Tariff, the BCUC specifically reviewed the following sections:

- Section 2: Agreement to Provide Service
 - Section 2.1: Service Agreement
- Section 10: Service Facilities
 - Section 10.8: Ownership

¹ The current version of [PNG's Tariff](https://png.ca/wp-content/uploads/2024/05/PNG-PNGNE-CGST-effective-May_2024.pdf), https://png.ca/wp-content/uploads/2024/05/PNG-PNGNE-CGST-effective-May_2024.pdf was approved by Order G-127-11, which came into effect July 18, 2011.

² [BCUC Customer Complaints Guide](https://docs.bcuc.com/documents/Complaints/Customer-Complaints-Guide.pdf), <https://docs.bcuc.com/documents/Complaints/Customer-Complaints-Guide.pdf>.

- Section 14: Access to Premises and Equipment
 - Section 14.1: Access to Equipment
- Section 18: Late Payment Charge
 - Section 18.1: Late Payment Charge

By Order C-3-09 dated July 16, 2009, the BCUC approved a Certificate of Public Convenience and Necessity for PNG to construct and operate the Tomslake System. The BCUC also approved the implementation of a fixed fee of \$10.00 per month to be applied to Tomslake customers who chose the option of paying the monthly fee instead of making an up-front one-time contribution of \$1,420 to obtain gas service through the new Tomslake System to be installed by PNG (Tomslake System Contribution).

Complaint and Issues Raised

In the Complaint, you raise a number of issues relating to the installation of two gas lines connecting the House and Cabin to the Tomslake System, alleged property damage arising from the installation, billing and fees associated with the Property and terms related to the Tariff. These issues fall into the following three categories: agreement terms; installation and alleged property damage and access; and accounts and fees associated with the Property. A detailed description of each issue raised with a summary of positions from you and PNG as well as a BCUC determination on each issue is included below.

Agreement terms and repayment length

This aspect of your Complaint relates to the existence of an agreement you entered into with PNG for the provision of natural gas to the Property, as well as the length of the repayment term for the cost of connection to the Tomslake System Contribution.

Your Position

You have indicated that you attended a community meeting hosted by PNG 14 years ago to discuss a proposed gas line project in the Tomslake area. At that time, no formal agreements or contracts were signed, but you expressed interest via a sign-up sheet indicating a willingness to contribute to the cost of the installation. The gas line was installed to connect both the House and Cabin on the Property to the Tomslake System. You have stated that you have paid \$10 per month as part of the Tomslake System Contribution for 10 years and believed that the payment term concluded. Despite this, you have indicated that you continued receiving bills even after you received two written notices from PNG stating that the account balance for the House gas line and installation had been cancelled.

PNG's Position

PNG states that its records indicate that the new service connection to the Property was installed on October 23, 2010, and that your initial inquiry to PNG of the repayment term for the Tomslake System Contribution occurred via phone on April 27, 2021. During the phone call, you stated that you believed the repayment period for the Tomslake System Contribution was 10 years but was told by a customer care representative that the repayment term was actually 20 years. The customer care representative advised you of an option for an early payout of \$874.38 as of April 30, 2021.

PNG acknowledges that the cancellation and subsequent re-billing of charges accumulated on the account associated with the House was mistakenly processed on December 7, 2023. The customer care representative, unfamiliar with the history of the account and the fees applicable to Tomslake System customers for the recovery of connection to the Tomslake System, mistakenly assessed the charges as erroneous and processed their cancellation. PNG identified this error and re-billed the account on December 13, 2023.

PNG states that residential customers are typically not required to sign a physical contract to receive natural gas service from PNG. Per Section 2.1 of PNG's Tariff, the agreement for service can be by oral or written application

approved by PNG and is deemed to include the general terms and conditions of PNG's Tariff. PNG provided evidence that you made an Application for Service. Residential customers who take service under the Tariff remain legally bound by the terms of PNG's Tariff once service begins.

Determination

The BCUC notes that by Order C-3-09 dated July 16, 2009, the BCUC approved the implementation of a fixed fee of \$10.00 per month applied to Tomslake customers who chose the option of paying a monthly fee instead of an up-front one-time payment of \$1,420 to obtain gas service through the new Tomslake System. The length of the repayment was clarified in Rate Schedule 1 of PNG's Tariff: "the [...] [\$10] Monthly Charge applies at the request of a Tomslake customer upon commencement of service in lieu of payment of a lump sum contribution of \$1,420." The charge applies for 20 consecutive years regardless of whether a new customer takes over the premise. As per BCUC Order C-3-09, the BCUC finds the repayment term to be \$10 per month for 20 consecutive years.

Pursuant to Section 2.1 of PNG's Tariff, the BCUC agrees with PNG's assessment that a customer is not required to sign a physical contract to receive natural gas service from PNG.

Installation and alleged property damage

This aspect of the Complaint concerns the alleged property damage that you claim occurred during the installation of the gas line at the Property. It also relates to a dispute over the alleged incorrect placement of the line, specifically that it was installed on the wrong side of the Property and connected to both the House and Cabin despite your indication that the House line remained inactive.

Your Position

You state that you wrote "rental home" on the sign-up sheet to indicate that you were requesting service for only the Cabin. However, the gas line was installed both to the House and the Cabin, and while the gas line to the House was never activated, the gas line to the Cabin was activated and service was taken from the Cabin. In your Complaint, you state that the installation of the line from the main to the Cabin was done free of charge because the distance was under 50 meters and the installation "was such a short run" that the installers would not charge you for it. You note that an installation fee of [REDACTED] every 2 months was charged for the House and not the Cabin.

You further contend that the gas line was installed on the east side of the Property and not on the west side, which is contrary to what you originally requested. You have indicated that this error has resulted in damage to your driveway. You claim that you should be compensated for this damage and would like to hire another company to remove the gas line.

PNG's Position

PNG states via email dated January 26, 2023, you raised the issue of alleged property damage during service line installation. PNG submits that, given the passage of time, it is problematic to assess your claim regarding alleged property damage from 13 years ago. Also, PNG is not satisfied that it caused damage to your property. PNG contends that even if it had caused the damage, which PNG rejects at this time, financial compensation for damages is a matter beyond the jurisdiction of the BCUC.

As for removing the gas line, PNG states as per Section 10.8 of PNG's Tariff, PNG is the owner of the entire service line from the Main up to and including the Meter Set. PNG further states that it is unlawful for a customer or any third-party not authorized by PNG to tamper with service lines and associated infrastructure.

Determination

With respect to your claim that you should be compensated for damage to your driveway, the BCUC notes that the BCUC's jurisdiction does not extend to claims for compensation for property damage such as this one. With

respect to the removal of the gas line, the BCUC agrees with PNG's assessment that a customer or any third-party not authorized by PNG would not be permitted to tamper or remove the installed gas line in accordance with PNG's Tariff.

Access, accounts and fees associated with the Property

The Complaint addresses multiple concerns related to PNG's service at the Property, including alleged unauthorized access, disconnection of utility service without notice, and disputed billing charges. You have indicated that you seek clarification and corrective action regarding these issues.

Your Position

You have stated that you have access and safety concerns regarding PNG staff accessing the Property for the purpose of reading the meter, which you consider to be trespassing. You requested that PNG obtain written permission for a specific date and time before entering the Property. You have indicated that the Cabin meter was disconnected without your knowledge or permission, and that you were not notified that a PNG representative would be accessing the Property to perform the disconnection.

You submit that there are two separate accounts for your Property: one for the House and another for the Cabin. You claim that once the balance owing was considered outstanding by PNG, both accounts became amalgamated into one account without your permission.

You further state that you have been receiving disconnection notices every two weeks and during this period, the overdue amount went from [REDACTED] to [REDACTED]. You have indicated that you believe this amount does not accurately reflect what you should be charged.

PNG's Position

PNG observes that under Section 14.1 of its Tariff, PNG must be provided free access to a customer's premises at all reasonable times.

PNG confirms that you have two accounts: one account for a service line to the House and a second account for a lateral line to the Cabin located on the Property. As the House was the primary service connection on the Property, this account was utilized by PNG to bill you for the recovery of the Tomslake System Contribution. The name of the Cabin account holder on this account with PNG has shifted between you and tenants who have occupied the Cabin over time.

PNG states that you last made payment towards the Tomslake System Contribution on May 7, 2021. In the interim period, PNG has continued to invoice you for the Tomslake System Contribution charges.

On November 15, 2024, PNG transferred the liability for the Tomslake System Contribution from the inactive House account to the active Cabin account. PNG states this action was in accordance with its practice of consolidating liabilities when customers have multiple accounts and there are collections issues with one or more of them. PNG reiterates that it is not seeking consent to collect less than the full amount of the Tomslake System Contribution on the basis approved under BCUC Order C-3-09 and as provided for in PNG's BCUC-approved Tariff. Upon further submission, PNG states that you owe \$580.55 and has provided invoices in support of this claim.

Determination

As per Section 14.1 of its Tariff, PNG must be provided with free access to a customer's premises at all reasonable times. Specifically, it states:

Pacific Northern Gas must have a right of entry to the Customer's Premises. The Customer must provide free access to its Premises at all reasonable times to Pacific Northern Gas' authorized employees, contractors and agents for the purpose of reading, testing, repairing or removing meters and ancillary equipment, turning Gas on or off, completing system leakage surveys, stopping leaks, examining pipes, connections, fittings and appliances and reviewing the use made of Gas delivered to the Customer, or for any other related purpose which Pacific Northern Gas requires.

The BCUC considers it reasonable and consistent with standard utility practice that PNG retains the right to access a customer's premises for the purpose of undertaking essential functions such as meter reading and equipment inspection and maintenance.

The BCUC agrees with PNG's assessment that it is able to consolidate liabilities when customers have multiple accounts and there are collection issues with one or more of them.

Regarding the amount outstanding, the BCUC has reviewed the evidence and finds that the total outstanding amount is [REDACTED], as stated by PNG.

Conclusion

Based on the foregoing reasons, the BCUC finds that PNG's actions are consistent with its duties and responsibilities as set out in its Tariff and the UCA. In particular, the BCUC finds that, in accordance with the terms set out in the Tariff, you remain responsible for the full outstanding balance of [REDACTED].

Accordingly, the Complaint is dismissed, and your file is now closed.

Office of the Ombudsperson

If you have concerns about how the BCUC handled the Complaint, you may wish to contact the Office of the Ombudsperson. The Office of the Ombudsperson receives enquiries and complaints about the practices and services of public agencies within its jurisdiction. Their role is to impartially investigate complaints to determine whether public agencies have acted fairly and reasonably, and whether their actions and decisions were consistent with relevant legislation, policies and procedures.

If you decide to file a complaint with the Ombudsperson, they will review the BCUC's process to ensure it was fair. Though this may not result in a different outcome for you, the office could request that the BCUC reopen its investigation.

Provided is a link to the Office of the Ombudsperson's website: <https://www.bcombudsperson.ca>.

Sincerely,

Electronically signed by Bernard Magnan

B.A. Magnan
Commissioner

cc: Pacific Northern Gas Ltd.
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