



**BRITISH COLUMBIA
UTILITIES COMMISSION**

**ORDER
NUMBER** G-111-08

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**IN THE MATTER OF
the Utilities Commission Act, R.S.B.C. 1996, Chapter 473**

and

an Application by Smart Energy (BC) Ltd.
for Reconsideration of Commission Order No. G-45-08

BEFORE: L.F. Kelsey, Commissioner
A.W.K. Anderson, Commissioner July 22, 2008
L.A. O'Hara, Commissioner

ORDER

WHEREAS:

- A. Smart Energy (BC) Ltd. ("Smart Energy") conducted a sales call to the Customer in Surrey on or about November 15, 2007; as a result of the call, the Customer signed a contract with Smart Energy for the supply of Natural Gas; and
- B. On January 17, 2008, the Customer logged a dispute through the Terasen Gas Inc. GEM system identified as Dispute No. 8895, and provided the Commission with an email dated January 17, 2008 as evidence in the dispute; and
- C. Smart Energy provided as evidence a copy of the Customer's contract with Smart Energy and a Third Party Verification ("TPV") recording; and
- D. The Commission subsequently cancelled the Customer's contract with Smart Energy; and
- E. The Commission wrote to Smart Energy initiating a Written Hearing into the conduct of the TPV as provided as evidence by Smart Energy, and the allegations of the Customer against Smart Energy; and
- F. At Smart Energy's request, the Commission provided further clarification as to its concerns in its letter dated February 1, 2008, specifically noting the Scope of the Code of Conduct for Gas Marketers ("Code"), Articles 9 and 15 of the Code, and Article 31 of the Code; and
- G. Following a Written Hearing on the matter, the Commission found that Smart Energy had violated Articles 9, 15, and 31 of the Code, and further, that Smart Energy was not in compliance with Commission Order No. G-73-07; and
- H. The Commission ordered that Smart Energy pay to the Commission a financial penalty of \$3,000.00 for each of the three breaches of the Code, for a total penalty of \$9,000.00 all as set out in the Reasons for Decision attached as Appendix A to the Order; and

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- I. On April 17, 2008, Smart Energy applied to the Court of Appeal for British Columbia for Leave to Appeal Commission Order No. G-45-08; and
- J. By letter dated April 24, 2008 Smart Energy applied, pursuant to sections 99 and 100 of the Utilities Commission Act (the “Act”), for a reconsideration of Commission Order No. G-45-08 (the “Reconsideration Application”); and
- K. The Commission reviewed the Reconsideration Application by Smart Energy and the criteria regarding the reasonable basis for allowing reconsideration and concluded that the request for reconsideration should proceed. By Commission Order No. G-80-08, the Commission allowed the Smart Energy Reconsideration Application, determined that no new evidence will be allowed and that Smart Energy shall file argument with respect of the Reconsideration Application by May 30, 2008; and
- L. By letter dated May 30, 2009, Smart Energy filed Written Argument.

NOW THEREFORE the Commission finds that, for the Reasons attached as Appendix A to this Order:

1. The requirements of Articles 9 and 15 of the Code apply in this situation.
2. The conduct of the TPV Agent, acting as a Salesperson, was not in compliance with Articles 9 and 15 of the Code.
3. The Agent did not refer to the 10-day right of cancellation as required by Commission Order No. G-73-07 and determines that Smart Energy is in violation of Article 31 of the Code of Conduct.
4. Smart Energy is directed to make a submission to the Commission on its view of an appropriate action by the Commission under section 71.1(5) of the Act by Tuesday, August 5, 2008. Following a review of Smart Energy’s submission and the above determinations of the Commission in this matter and all information captioned in the Reasons, the Commission will make a decision on any further action appropriate in the circumstances.
5. The Commission will deal with the disposition of Order No. G-45-07 and any further action in a subsequent Order.

DATED at the City of Vancouver, in the Province of British Columbia, this 25th day of July 2008.

BY ORDER

Original signed by:

L.F. Kelsey
Commissioner

Attachment

Smart Energy (BC) Ltd.
Reconsideration of Commission Order No. G-45-08

REASONS FOR DECISION

1.0 BACKGROUND

By letter dated January 28, 2008 the British Columbia Utilities Commission (the “Commission”) advised Smart Energy (BC) Ltd. (“Smart Energy”) that it was initiating a written hearing into matters that had come to the attention of the Commission during the adjudication of Dispute number 8895. Smart Energy was advised in the letter that should it be found to have failed to comply with the Code of Conduct and Rules for Gas Marketers, a number of actions and penalties may be applied by the Commission. Smart Energy was requested to provide its written comments to the evidence provided by the complainant (the “Customer”) and to the Third Party Verification (“TPV”) recording as filed in the dispute.

By letter dated January 30, 2008 to the Commission, Smart Energy sought particulars of certain matters raised in the Commission’s letter of January 28, 2008. By letter dated February 1, 2008, the Commission provided more specific information as to its concerns. The concerns related to the content of a rather lengthy response from the TPV representative (“TPV Agent”) and the absence in the TPV recording of the confirmation of the customer’s cancellation rights. The letter also included a reference to the conduct requirements of a Salesperson, a reference to the Scope of the Code of Conduct for Gas Marketers (“Code”) and a view of the Commission that the TPV Agent, particularly when providing counsel to a customer, must also adhere to the Code. The Commission cited Articles 9, 15 and 31 of the Code as specific areas of concern.

By letter dated February 15, 2008 (“Reply”) Smart Energy addressed two issues:

- The response to the enquiry about the possible drop in price (“Price Issue”); and
- The lack of confirmation of cancellation rights (“Cancellation Issue”).

With respect to the Price Issue, Smart Energy submits that there was “no violation of the Code by the TPV [Agent]” (Exhibit B-2, p. 1). Smart Energy quotes the question asked by the Customer “What if the price goes down are we going to stay at the same price?” and states that the response was “Yes, it is a fixed price” (Exhibit B-2, p. 2). It is Smart Energy’s view that the statement of the TPV Agent, which followed this response

was “simply an opinion regarding market conditions and is actually posed as a query for the [Customer] to reflect on” (Exhibit B-2, p. 2).

In offering his view on this matter counsel for Smart Energy states, “I disagree with [the Commission’s] preliminary opinion that the TPV [Agent] has the same degree of care as the salesperson,” (Exhibit B-2, p. 2) arguing that Articles 9 and 15 of the [Code] refer only to a “salesperson”. Smart Energy comments “[i]t is noteworthy that at the time the TPV call was made, [the Customer] had already signed the agreement. As stated by the TPV [Agent], he was calling simply to ‘verify’ information” (Exhibit B-2, p. 2).

Smart Energy concluded that the Customer’s concern was properly answered.

With respect to the cancellation issue, Smart Energy acknowledges that the TPV Agent did not refer to the 10-day right of cancellation, and states that “in not doing so the TPV [Agent] breached Smart Energy’s policies and did not follow the form of script provided to him” (Exhibit B-2, p. 2). Smart Energy attributes the cause of the departure from script to a query on the part of the Customer. Smart Energy notes that the Customer states in correspondence that she was aware of the 10-day cancellation policy and submits that “as such, any damage caused by the TPV’s omission would be non-existent” (Exhibit B-2, p. 2).

Section 4 of Appendix A to Commission Order No. G-45-08 details the relevant sections of the Code and Commission Order No. G-73-07. This Section is repeated below, in part, for reference.

CODE OF CONDUCT: SCOPE, BASIC PRINCIPLES, DEFINITIONS AND ARTICLES 9, 15, 29 AND 31, AND COMMISSION ORDER NO. G-73-07.

The Scope states, in part:

“The Code is to be applied in spirit as well as to the letter, bearing in mind the varying degrees of knowledge, experience and discriminatory ability of Consumers”.

The Basic Principles state, in part:

“Gas Marketers shall voluntarily assume responsibility towards the Consumer with respect to fair sales methods and product value, and shall make every reasonable effort to ensure Consumer satisfaction.”

Salesperson is defined in the Code of Conduct as:

“Salesperson means a person who is employed by or otherwise conducts Marketing on behalf of a licensed Gas Marketer, or makes representations to Consumers on behalf of a Gas Marketer for the purpose of effecting sales of Gas to Low-Volume Consumers.”

Article 9 states:

“Salespersons shall in good faith assist Consumers to evaluate the nature of the transactions. Marketing efforts shall be organized and carried out so as not to:

- create confusion in the mind of the Consumer;
- mislead the Consumer or misrepresent any aspect of the Offer or Consumer’s Agreements;
- abuse the trust of the Consumer;
- unduly pressure or harass the Consumer to enter into transactions; and
- exploit the lack of experience and knowledge of the Consumer.”

Article 15 states:

“A Salesperson shall not abuse the trust of individual Consumers or exploit their lack of experience or knowledge, nor play on ignorance or on fear, thereby exerting undue pressure on Consumers. All Offers must, therefore, be clear and honest.

A Salesperson shall not make any statement or take any measure which, directly or by implication, omission, ambiguity or exaggeration, is likely to mislead a Consumer with regard to the terms of the Offer, Consumer’s Agreements or any other matter.

A Salesperson shall, to the best of his or her knowledge and ability, give complete, accurate and clear answers to a Consumer’s questions concerning the Offer or any other matter.”

Article 29 states:

“The primary responsibility for the observance of this Code rests with the Gas Marketer. Failure to comply with, or breach of, the Code may result in fines or the suspension or revocation of the Gas Marketer’s license for a period to be determined by the Commission. A breach of this Code may occur in the course of inducing a person to enter into an Offer or Consumer’s Agreements, even in the absence of a contract.

Gas Marketers shall ensure that their salespersons adhere to the standards required of a Gas Marketer as set out in the Code of Conduct for Gas Marketers, and shall be accountable for the behaviour and performance of their salespersons.”

Article 31 states:

“Third Party Verification is the form of a digitally recorded telephone call either initiated as an outbound call from the Gas Marketer to the consumer or as an inbound call initially dialled by the sales agent to the Gas Marketer with the customer then interacting with the Gas Marketer. The scripting will cover the topics specified by the Commission for this purpose, and be available to the Commission for review and approval. The digital file will be available to the Commission 3 days after the initial recording and retained by the Gas Marketer for the term of the contract.”

Commission Order No. G-73-07, (page 6 of 7) states, in part:

“4. A script containing the major topics which must be canvassed with the customer is listed below and it is up to the Gas Marketer to arrange the script.

- Confirmation of the consumer’s cancellation rights under the 10 day cooling off period.”

2.0 COMMISSION DETERMINATION/COMMISSION ORDER NO. G-45-08

Following a written hearing on the matter, the Commission issued Order No. G-45-08 finding Smart Energy in violation of the Code in three instances and stating in its Reasons for Decision on page 5 of 7:

“The Commission determines that the statements of the TPV [Agent] as quoted above are not complete, accurate and clear and in the view of the Commission, are likely to create confusion in the mind of the customer and mislead the customer, and are not in compliance with the Code of Conduct, and therefore, Smart Energy is in violation of Articles 9 and 15 of the Code of Conduct.” and,

“The Commission accepts Smart Energy’s acknowledgement that the TPV [Agent] did not refer to the 10 day right of cancellation as required by Commission Order G-73-07 and determines that Smart Energy is in violation of Article 31 of the Code of Conduct.”

In determining an appropriate penalty the Commission first took into account the previous Orders and sanctions of the Commission with respect to Smart Energy’s previous conduct, including its initial non-compliance with the Code, the violation of Articles 8 and 9 with six breaches of the Code resulting in penalties totalling \$6,000 (Order No. G-136-07), a further violation resulting in a prohibition to sign additional customers to sales contracts until in compliance (Order No. G-140-07), and a requirement to bring the TPV script into compliance (Order No. G-144-07). The Commission then viewed the matters at hand and considered the conduct to be less than satisfactory with respect to the requirement to adhere to the Code as prescribed by Article 29 of the Code. The penalty applied by the Commission was “\$3,000 against Smart Energy for each of the three violations of the Code of Conduct [articles 9, 15 and 31]” (Appendix A to Order No. G-45-08, p. 7).

3.0 APPLICATION FOR LEAVE TO APPEAL

On April 17, 2008 Smart Energy applied to the Court of Appeal for British Columbia for Leave to Appeal Commission Order No. G-45-08.

4.0 RECONSIDERATION REQUEST

By letter dated April 24, 2008, Smart Energy applied pursuant to sections 99 and 100 of the Utilities Commission Act (the “Act”) for a review of Order No. G-45-08, citing errors of law, based on incorrect interpretations of the law, excess of jurisdiction, patent unreasonableness and procedural unfairness (“Reconsideration Application”). Smart Energy also submitted that the Commission has no jurisdiction to levy such a penalty. Smart Energy

sought a reconsideration of Order No. G-45-08 based on the evidence presented at the original hearing (Exhibit B-5).

The Commission reviewed the Reconsideration Application by Smart Energy and the criteria regarding the reasonable basis for allowing reconsideration, and concluded that the request for reconsideration should proceed. By Order No. G-80-08 the Commission allowed the Smart Energy Reconsideration Application, determined that no new evidence would be allowed and directed Smart Energy to file argument with respect of the Reconsideration Application by May 30, 2008 (Exhibit A-7). By letter dated May 30, 2009, Smart Energy filed its Written Argument.

5.0 ISSUES

As discussed in Section 1.0 Smart Energy, in its Reply in the initial written hearing process, addressed the following two primary issues:

1. The response to the enquiry about the possible drop in price (“Price Issue”); and
2. The lack of confirmation of cancellation rights (“Cancellation Issue”) (Exhibit B-2).

In this Reconsideration these topics will be addressed in further detail. Both issues relate to the TPV recording. A copy of the transcript of the TPV recording is attached as Appendix B to these Reasons. With respect to the Price Issue, the following two matters are under consideration by the Commission:

Do Articles 9 and 15 of the Code apply to the TPV Agent in these circumstances; and
If they do, did the statements by the TPV Agent violate the Code?

The resultant penalties or remedies will be addressed in Section 6.0.

5.1 Price Issue

5.1.1 Applicability of Articles 9 and 15 of the Code to the TPV Agent

During the course of the TPV call the Customer asked the TPV Agent “What if the price goes down are we going to stay at the same price?” The TPV Agent responds “Yes, it is a fixed rate”. Following that response the TPV Agent continues on that general topic with “... but then the chance of that happening is, it’s slim to none just

because how the market is how the market is going right now, its ah and I mean what are the chance[s] of it staying below \$8.96 for the next 5 years right, it's one of those things where there's that much demand for it and when there's demand there is no need for the price to go down" (Exhibit A-5, Appendix B, p. 1).

Smart Energy states "[t]he issue is whether the individual conducting the TPV is subject to the requirements of Articles 9 and 15 of the Code of Conduct" (Exhibit B-5, p. 1). Smart Energy further submits that these articles are very similar and appear to have been grouped together by the Commission for determination purposes and that in those circumstances the two articles actually embody the same requirement and should not be looked at as separate requirements, drawing separate penalties for their breach (Argument, p. 3).

Smart Energy takes the position that "articles 9 and 15 do not apply to the TPV [Agent], as he is not a "salesperson". Alternatively, even if he is a "salesperson", Smart Energy submits that there was no breach of these articles" (Argument, pp. 3-4).

Smart Energy submits that "Article 9 of the Code states that a 'salesperson' is to assist a Consumer 'evaluate the nature of the transactions'. Is this really what a TPV [Agent] is supposed to do? Of course not. But by expanding the definition of 'salesperson' to include a TPV [Agent], the Commission is converting the TPV [Agent's] function from a verifier (who is supposed to only confirm the Customer's understanding and agreement to the contract) to a person selling the contract to the Consumer. That was never the purpose of a TPV [Agent]; nor should it be. The TPV [Agent] is not making representations on behalf of Gas Marketers as the definition of 'salesperson' requires. Their task is solely to obtain independent verification of a contract already made. The Commission requires a 'script' to be followed by the TPV [Agent] for this very reason. The Commission cannot have it both ways. It cannot insist that the TPV [Agent] is a 'salesperson' with the incumbent duty to assist to evaluate the transactions with the Consumer and at the same time be an independent verifier of the agreement made between the actual salesperson and the Customer" (Exhibit B-5, pp. 1-2).

The Commission is of the view that Smart Energy has correctly captured the purpose of the TPV [Agent's] role in the above description but notes that Smart Energy does not comment on the circumstances when the TPV individual departs from this role, as was the case in the subject TPV call. The Commission agrees with Smart Energy that the TPV Agent is not supposed to assist the customer to evaluate the nature of the transactions. However, in the case at hand it is the view of the Commission that this occurred when the TPV Agent did not finish his answer after confirming the fixed price contract, but continued with a one-sided speculation regarding future natural gas prices, as shown in the quote under subsection heading 5.1.1. The Commission notes that as recently as in the past year, natural gas prices have both decreased and increased.

The Code defines “Salesperson” as “Salesperson means a person who is employed by or otherwise conducts Marketing on behalf of a licenced Gas Marketer, or makes representations to Consumers on behalf of a Gas Marketer for the purpose of effecting sales of Gas to Low-Volume Consumers” (emphasis added).

The Commission believes that Smart Energy cannot describe the role of the TPV Agent in a narrow, and in the Commission’s view, correct context as “to only confirm the Customer’s understanding and agreement to the contract” (Argument, p. 4) and at the same time ignore a departure from this role where the TPV Agent makes representations to Consumers on behalf of a Gas Marketer during a period when the sale may be effected. The definition of Salesperson in the Code does not require the individual to make representations on behalf of Gas Marketers, but rather, “means a person who makes representations to Consumers on behalf of a Gas Marketer for the purpose of effecting sales of Gas”. The Commission considers that the sale cannot be considered final and effective (but subject to cancellation provisions) until the TPV call has been completed successfully. Accordingly, the Commission concludes that the TPV call function is part of the sale process, and that the TPV Agent is properly included in the definition of a Salesperson as defined in the Code.

In any event, the Commission concludes that once the TPV Agent strayed from the proper role (generally as Smart Energy has described it) and made representations to the Consumer on behalf of the Gas Marketer, he took on the role of a ‘Salesperson’ as defined and therefore was required to comply with the Code.

For these reasons, the Commission determines that the requirements of Articles 9 and 15 of the Code of Conduct apply in this situation.

5.1.2 Was There a Violation of Articles 9 and 15 of the Code?

Having made the above determination, the question remains as to whether TPV Agent, acting as a Salesperson, failed to comply with Articles 9 and 15 of the Code.

The dialogue between the Customer and the TPV Agent is captioned above, as are the requirements of a Salesperson under Articles 9 and 15 of the Code. The Commission is of the view that in responding to the question from the Customer, had the Agent restricted his response to “Yes, it is a fixed rate” he would have been both factually correct and would have been in compliance with the Code. However, when he continued on with

his response and offered the opinion as quoted above which, in the Commission's view, could influence the sale because the gas supply contract was within the cancellation period, he violated the Code and the violations are captured in Articles 9 and 15. Specifically, the Commission is of the view that the comments do not pass the test that:

“Marketing efforts shall be organized and carried out so as not to:

- create confusion in the mind of the Consumer;
- mislead the Consumer or misrepresent any aspect of the Offer or Consumer's Agreements;
- abuse the trust of the Consumer;
- unduly pressure or harass the Consumer to enter into transactions; and
- exploit the lack of experience and knowledge of the Consumer.”

(Excerpts from Article 9 of the Code)

and

“A Salesperson shall not ... exploit their lack of experience or knowledge ... thereby exerting undue pressure on Consumers”

and

“A Salesperson shall, to the best of his or her knowledge and ability, give complete, accurate and clear answers to a Consumer's questions concerning the Offer or any other matter.”

(Excerpts from Article 15 of the Code)

It is the Commission's view that the TPV Agent was, inter alia, misleading and failed to be complete in that he did not make it clear to the Customer that the price of natural gas which would otherwise be charged by the distributor (Terasen) could fluctuate either above or below the fixed price being offered by Smart Energy.

Smart Energy takes the position that “a determination of breach of articles 9 and 15 cannot be made based on the lack of evidence as the actual effect of the TPV statement on the [C]ustomer and her level of experience and knowledge. Further, even objectively viewed, the TPV statement does not have the effect to violate articles 9 or 15” (Argument, p. 6). The Commission disagrees with this position. In the case of Article 9, the wording is prospective “Marketing efforts shall be organized and carried out so as not to ...” and in Article 15 allows a test of probability, “... [a] Salesperson shall not make any statement or take any measure which, directly or by implication, omission, ambiguity or exaggeration, is likely to mislead a Customer with regard to the terms of the

Offer, Consumer’s Agreements or any other matter” (underlined for emphasis). The Commission is of the view that it is reasonable for it to review and make decisions with respect to Gas Marketer actions and activities in relation to the Code rather than just rely on evidence of damages caused by non-compliance with the Code.

The Commission considers the first part of the response by the TPV Agent “Yes, it is a fixed rate” to the Customer’s question to be in full compliance with the Code. In contrast, the Commission is not persuaded that what followed, as an extension of that response was organized “so as not to exploit the lack of experience and knowledge of the Customer” (Article 9) but rather had the effect of being likely to mislead the Customer” (Article 15).

The Commission determines that the conduct of the TPV Agent, acting as a Salesperson in this instance, was not in compliance with Articles 9 and 15 of the Code of Conduct.

5.2 The Cancellation Issue

Smart Energy, in its Written Argument, acknowledges that the TPV Agent did not follow the script and, as such, did not advise the Customer of her cancellation rights. “This is acknowledged to be a breach of the Code of Conduct” (Argument, p. 1).

The Commission finds that the TPV Agent did not refer to the 10-day right of cancellation as required by Commission Order No. G-73-07 and determines that Smart Energy is in violation of Article 31 of the Code of Conduct.

6.0 PENALTY OR REMEDY

Smart Energy states that section 71.1(5) of the Act specifically sets out the remedies that may be imposed by the Commission (Exhibit B-5, p. 2). For reference, subsections 71.1(3), (5) and (10) states:

(3) A gas marketer must comply with the commission rules issued under subsection (10) and the terms and conditions, if any, attached to the gas marketer licence held by the gas marketer.

(5) If a person is not in compliance with subsection (1), (3) or (4), the commission may do one or more of

- (a) declare an energy supply contract between the person and a low-volume consumer unenforceable, either wholly or to the extent the commission considers proper, in which event the contract is enforceable to the extent specified, and
 - (b) if the person is a gas marketer,
 - (i) amend the terms and conditions of, or impose new terms and conditions on, the gas marketer licence, and
 - (ii) suspend or cancel the gas marketer licence.
- (10) The commission may make the following rules:
- (c) respecting the imposition of terms and conditions on gas marketer licences;

The Terms and Conditions on the Smart Energy License include:

The Licence is subject to the following conditions:

- 2.1 Smart will carry out the undertakings as set out in the application for a Licence to Market Natural Gas dated September 26, 2007 and the Rules for Gas Marketers.
- 2.2 Smart will comply with the Code of Conduct for Gas Marketers and Rate Schedule 36 of Terasen Gas Inc.
- 2.3 Smart will maintain a Letter of Credit or acceptable substitute in full force and effect for the duration of the Licence.
- 2.4 Smart will maintain a Working Capital position of at least \$50,000 and a Current Ratio of current assets to current liabilities of at least 1.10.
- 2.5 The Commission may, at any time and without prior notice to Smart, withdraw the Gas Marketer Licence for reasons the Commission, in its sole discretion, deems and considers sufficient.
- 2.6 The Gas Marketer Licence and all copies of it shall remain the property of the Commission and Smart will return these documents forthwith upon written request from the Commission.

The Customer filed a dispute regarding the energy supply contract between Smart Energy and the Customer (Dispute No. 8895) unrelated to the specific matters under review in this decision. On adjudication of the dispute the Commission found in favour of the Customer. Following a review of all evidence provided, including the TPV call recording the Commission determined the “Third Party Verification call provides information in response to a customer question that the Commission considers could be misleading and confusing. The

Commission approves the requested resolution of the customer” and in effect declared the energy supply contract unenforceable by cancelling the contract.

In the Reasons for Decision that accompanied Commission Order No. G-45-08 the Commission reviewed three previous violations of the Code of Conduct and expressed concern why Smart Energy has not, in its business conduct, exhibited an understanding of the Code and demonstrated its primary responsibility for the observance of the Code as required by Article 29 of the Code. Smart Energy was cited in Commission Orders No. G-140-07, G-144-07 and G-136-07.

In consideration of the prior cancellation of the energy supply contract between Smart Energy and the Customer, the severity of the Code compliance determinations noted above, and Smart Energy’s previous record of citations for non-compliance with the Code, Smart Energy is directed to make a submission on its view of an appropriate action by the Commission under section 71.1(5) of the Act. The submission is to be received by the Commission by August 5, 2008. Following a review of Smart Energy’s submission and the above determinations of the Commission in this matter, the Commission will make a decision on any further action appropriate in the circumstances under section 71.1(5) of the Act.

8895 Transcript of TPV Recording

Beverly Blair	Hello
TPV Agent	Hi, may I speak to Beverly please
Beverly Blair	Speaking
TPV Agent	Hi Beverly this is Goushe with customer service at Smart Energy BC, how are you doing today?
Beverly Blair	I'm fine thank you
TPV Agent	Wonderful. I'm just going to verify some really quick information with you here, ah did Ashley leave you a yellow copy of the agreement ma'am?
Beverly Blair	She's just getting it ready now
TPV Agent	Ok perfect, and she was polite and courteous to you right?
Beverly Blair	Yes
TPV Agent	Ok wonderful, and you are the account, oh you are the spouse of the account holder actually
Beverly Blair	That's correct
TPV Agent	Ok wonderful, so this agreement is with Smart Energy a supplier of natural gas for the price protection program and not Terasen Gas or a Government agent. Although no one can guarantee if or how much you can save, no matter how high the price of natural gas goes your rate will be frozen at a guaranteed \$8.96/GJ for the next five years and you'll continue to receive just one bill from Terasen Gas like you normally do and in a few days Terasen will be sending you a letter providing all the important information and will also confirm that you are now protected by the program and just make sure you file that letter along with your bills, OK
Beverly Blair	Ok, now what if the price goes down are we still going save/stay (TPV unclear) at that price
TPV Agent	Yes, it is a fixed rate but then the chance of that happening is, it's slim to none just because how the market is how the market is going right now, its ah and I mean what are the chance of it staying below \$8.96 for the next 5 years right, it's one of those things where there's that much demand for it and when there's demand there is no need for the price to go down (phone ringing in background)
Beverly Blair	Uhh hmm

TPV Agent	So I mean
	BACKGROUND NOISE/YELLING / PHONE RINGING
TPV Agent	it is a fixed rate
Beverly Blair	Ok, are you calling from your office or from your home
	PHONE RINGING IN BACKGROUND
TPV Agent	From my office
	PHONE RINGING IN BACKGROUND
Beverly Blair	From your office
TPV Agent	Yes
Beverly Blair	Oh cause I hear a child, are, is it your office at your home though
TPV Agent	Oh no, no, no it's the head office in Burnaby
Beverly Blair	Oh
TPV Agent	Yeah, a child?
Beverly Blair	Yeah I could hear a child saying open the door or something or get the door or something
TPV Agent	Oh no, no, no I think its one of our employees saying can you get the phone I think on the other side. (Unintelligible) the address is on the top left hand corner of the ah agreement
Beverly Blair	Ok
TPV Agent	Alright
Beverly Blair	You're in Burnaby, yeah ok
TPV Agent	Alright
Beverly Blair	OK, Thank you very much
TPV Agent	Thanks bye
Beverly Blair	Ok then, bye bye