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British Columbia  
Utilities Commission

## Letter of Comment

In accordance with the Commission's Rules of Practice and Procedure, to submit a letter of comment concerning an application currently before the Commission, please provide a completed form to [commission.secretary@bcuc.com](mailto:commission.secretary@bcuc.com). If email is unavailable, please mail the form to the address above. By doing so, you acknowledge that all letters of comment are published with the author's name as part of the public evidentiary record, both in print copy and on the Commission's website. All personal contact information provided on this page is removed before posting to the website. Forms must be received by the Commission by the last filing date included in the proceeding's regulatory timetable before final arguments.

Proceeding name

Order G-161-16A

Are you currently registered as an intervener or interested party?

Yes, interested party

Name (first and last)

Zachary Dolman

City

Vancouver

Province

British Columbia

Email

[REDACTED]

Phone number

[REDACTED]

# Letter of Comment

Name (first and last)  Date:

Comment: Please specify the reasons for your interest in the proceeding, your views concerning the proceeding, any relevant information that supports or explains your views, the conclusion you support and any recommendations. The Commission may disallow comments that do not comply with the Rules of Practice and Procedure.

Please refer to November 25th.PDF attachment.  
Letter too long for this form.

November 25<sup>th</sup>, 2016

From:

Zachary Dolman

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Vancouver, BC

To:

British Columbia Utilities Commission

6<sup>th</sup> Floor, 900 Hose Street

Vancouver, BC

This letter is in response to BCUC Order G-161-16A regarding the application of the Shannon Estates Thermal Energy System plant, dated November 15<sup>th</sup>, 2016.

This letter is provided as evidence of the actions and behavior of the parties involved in the Shannon Wall Centre Rental Apartments (Wall Financial Corporation and their agents, Prospero International Realty and their agents, Quadlogic Meters Canada Inc. and their agents).

On December 10<sup>th</sup>, 2015, my wife Charmaine and myself signed into a one-year Residential Tenancy Agreement with Wall Financial Corporation to rent and occupy Suite #219 of Shannon Wall Centre, to commence on February 1<sup>st</sup>, 2016.

At the time of signing this agreement, the rental agent indicated that she had no information regarding the heating/hot water in the building, save for the fact that it is not included in the rental price and that we (the tenants) would be provided more information at a later date.

On June 8<sup>th</sup>, 2016, the first information regarding the Utility was provided to tenants (in a letter dated June 1<sup>st</sup>) with BCUC Order G-77-16. Upon perusing the information set out in the application, we found that our habitation of a 559-square foot unit would incur no less than \$36.84/month in service fees alone, ignoring any use of hot water or heating in the suite.

On June 10<sup>th</sup>, 2016, the first communication from Quadlogic Meters Canada Inc. (QMC) arrived, outlining QMC's "vision" regarding "enabling sustainability through accountability" and "achieving energy reductions by encouraging conservation behaviors". Included was a blank application form in order to sign up for the services.

Over the course of the next few days, my wife and I discussed our options and opinions regarding these services. Given the climate in Vancouver, hot water heating services would not be necessary to prevent "frozen pipes" like one would see in another climate, such as northern Alberta. To compensate during winter months, a portable electric heater could provide additional heating and have the additional benefit of being a piece of equipment that we can then keep for the future.

Additionally, while hot-water showers are certainly convenient, filling a bathtub approximately 75% with cold water, followed by one-kettle filled of boiled water from the stove is an effective heated-bath solution. Additionally, it consumes far less energy and water.

Therefore, following with QMC's stated goal of "encouraging conservation behaviors", we elected to NOT sign up for the heat/hot water services in the building. We understood the sacrifices we were prepared to make in convenience were not only fiscally conservative, but energy conservative as well.

Beginning in August however, the tune changed.

On August 6<sup>th</sup>, 2016, an invoice from QMC was placed under our door. This invoice, for \$95.74 of service charges (no usage charges, interestingly) was apparently due on August 8<sup>th</sup> – only 48 hours later. To add even more curiosity to the incident, the invoice was directed to a "Charmuire Dolman" – apparently a mis-spelling of my wife's name, even though we had never provided any information to QMC whatsoever. Additionally, another blank enrollment form was included with this invoice.

Attempted discussion with the on-site management at Shannon Wall Center wasn't helpful. Indeed, the comment made at the time was to contact QMC regarding the issue.

On August 9<sup>th</sup>, 2016, at 2:49pm, I phoned QMC to explain that I had not agreed to services and considered the bill made out to "Charmuire Dolman" to be erroneous. I requested that they close the erstwhile account and disconnect the service.

On September 16<sup>th</sup>, 2016, we received a second invoice for "Charmuire Dolman" – this time a total of \$112.06 in service fees (but again, no usage). Attempting to discuss the issue with on-site management was met with hostility this time – although I had indicated that we had not agreed to the services. A query regarding how QMC acquired my wife's name (although mis-spelled) was disregarded.

A phone call to QMC on September 19<sup>th</sup> at 4:02pm went to voice-mail, although their invoice indicates their offices are open until 4:30pm.

A subsequent phone call to QMC on September 20<sup>th</sup> at 8:46am produced a very interesting interaction with QMC staff. I, once again, outlined our position that we're not wishing to use their services and to disconnect them was met with contempt and further hostility. Trying to escalate the issue further, I was directed to email their billing department (which is who I was speaking with, wasn't it?) followed by the agent slamming the phone down.

40 minutes later (9:20am), I sent an email to the address provided [REDACTED], once again outlining my position. Additionally, I invited QMC to provide any evidence they may have that would indicate our earlier agreement to said services. Further, I requested clarification as to how they procured the name "Charmuire Dolman" given that no such person exists.

Less than 2 hours later (11:11am), I received an email sent from Jeff Nightingale with Prospero International Realty Inc, requesting that I call him at [REDACTED]. This email was also copied to himself [REDACTED] and Darcee Wise [REDACTED]

Half an hour later (11:45am), I contacted Mr. Nightingale as requested. This phone call, lasting 7 minutes, began with Mr. Nightingale's assertion that I am trying to "find an angle". I politely, but firmly, indicated that my Residential Tenancy Agreement does not specify that I MUST agree to sign up for this utility. Over the course of the call, Mr. Nightingale made repeated attempts to bully and talk over me while I was explaining the situation.

During the call, I queried Mr. Nightingale about whether Prospero International Realty had provided our Personally Identifiable Information (PII) to a third party (QMC) without our consent. He indicated that yes, indeed they had. I informed him that my understanding of the Personal Information Protection (PIP) Act, this was potentially a finable offense. His response was a flippant, “yeah, whatever.”

Eventually, Mr. Nightingale agreed to acquiesce to our request to have this service disconnected. He indicated that he would email me, outlining that I am “opting out” of said services. This email never came.

On September 23<sup>rd</sup> at 11:06am, I emailed Mr. Nightingale (CC to Darcee Wise) reminding him about our conversation and that I still had not received his email. Still no response.

Instead on October 25<sup>th</sup>, we received a note under our door. This note stated that we have not yet enroll with QMC, and requested that we “take care of this matter as soon as possible.”

On the morning of October 26<sup>th</sup>, I once again explained our position to the on-site management of Shannon Wall Center. The response I got was confrontational, to put it mildly. The on-site manager inferred that since Clause #3b of the Residential Tenancy Agreement shows that heat and water are not included in the rental price, therefore I MUST sign up for the services. I responded by showing that in the same Clause, Cablevision was listed as not being included either but I am under no obligation to acquire said services. We were at an impasse. I politely disengaged, and reiterated the agreement I had with Mr. Nightingale and suggested she contact him for further information.

Later that day, we received a new notice. This one, demanding we sign up for the service otherwise they will begin eviction proceedings in 15 days due to violation of clause #3b.

Additionally, another notice was placed on our door on October 26<sup>th</sup> (but dated September 24<sup>th</sup>) regarding a storage locker that we have not occupied since the end of June, 2016 is curious. The timing, incorrect date, and inaccurate content of the notice gives us concern regarding the record-keeping and fidelity of the PII being held in the main office.

The next day (October 27<sup>th</sup>), I penned a letter in response to the eviction threat. This letter once again stated our position, but again invited Shannon Wall Center, Prospero International Realty, and Quadlogic Meters Canada to provide evidence of their position. We also indicated our concerns regarding PII and potential PIP Act violations, and wanted to have them addresses. We were met with no response.

On November 9<sup>th</sup>, we received a third bill from QMC – this time for \$152.12 (again, no usage – just fees). Interestingly, this invoice is fully directed at my wife, Charmaine. Since we did not provide this info to QMC to correct, it is logical to assume that Shannon Wall/Prospero once again violated the PIP Act to give this information to QMC.

A day later (November 10<sup>th</sup>), we received our eviction notice. It is interesting to note that our intended eviction date of December 31<sup>st</sup> is only a single month prior to the date that my family intends to move out of the building anyway.

Considering that I am not an expert in the field of energy utilities and such, my application as an intervener in this process was denied and understandably so. That said, this nearly year-long experience in dealing with these 3 corporations has demonstrated a few things:

- 1) The parties involved have shown on multiple occasions the lack of ability to provide timely, accurate information regarding the Utility and the process behind the application. Whether this is due to incompetence or malice cannot be judged by me, although the confrontational attitude from the parties doesn't speak well either way.
- 2) The parties handling of Personally Identifiable Information (PII) appears to have violated a number of articles of the Personal Information Protection (PIP) Act. These are potentially finable offenses in the neighbourhood of \$100,000 each.
- 3) At this moment, one party (QMC) argues that I have agreed to their services and owe an outstanding bill of \$152.12. While the other two parties (Wall/Prospero) argue that I have not signed up for the services and therefore should be evicted. Which position are they taking? Taking both positions makes no reasonable sense.

I have filed for arbitration with the Residential Tenancy Branch regarding this attempted eviction, and our scheduled date for tele-conferenced dispute resolution is set for December 30<sup>th</sup>. Again, interestingly enough, even if I am successful in my dispute I am planning on ending my Tenancy on January 31<sup>st</sup> – a mere month afterward. It is curious that the combined might of 3 corporations is spending their time and resources on attempting for collection of roughly \$40/month in fees on a non-authorized account, while pushing out a Tenant who was paying more than \$1600/month in rent.

It makes one wonder whether or not the Commission fully realizes the character and practices of the "Utility" they've authorized to operate.

Again, just an opinion.

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Zachary Dolman