

S-154866

SUPREME COURT
OF BRITISH COLUMBIA
VANCOUVER REGISTRY

~~S-154865~~

JUN 11 2015

NO.
VANCOUVER REGISTRY



IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY

PLAINTIFF

AND:

PUPPY HOLDINGS INC., ROCKMILL MYERS and MIRO
JACKANIN

DEFENDANTS

NOTICE OF CIVIL CLAIM

This action has been started by the Plaintiff for the relief set out in Part 2 below.

If you intend to respond to this action, you or your lawyer must

- (a) file a Response to Civil Claim in Form 2 in the above-named registry of this court within the time for Response to Civil Claim described below, and
- (b) serve a copy of the filed Response to Civil Claim on the Plaintiff.

If you intend to make a Counterclaim, you or your lawyer must

- (a) file a Response to Civil Claim in Form 2 and a Counterclaim in Form 3 in the above-noted registry of this court within the time for Response to Civil Claim described below, and
- (b) serve a copy of the filed Response to Civil Claim and Counterclaim on the Plaintiff and on any new parties named in the Counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the Response to Civil Claim within the time for Response to Civil Claim described below.

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Time for Response to Civil Claim

A Response to Civil Claim must be filed and served on the Plaintiff,

- (a) if you were served with the Notice of Civil Claim anywhere in Canada, within 21 days after that service,
- (b) if you were served with the Notice of Civil Claim anywhere in the United States of America, with 35 days after that service,
- (c) if you were served with the Notice of Civil Claim anywhere else, within 49 days after that service, or
- (d) if the time for Response to Civil Claim has been set by order of the court, within that time.

Part 1: STATEMENT OF FACTS

I. Parties

1. The Plaintiff, British Columbia Hydro and Power Authority (“**BC Hydro**”), is a Crown corporation and agent of the Crown. BC Hydro operates under various provincial statutes, including, *inter alia*, the *Hydro and Power Authority Act*, R.S.B.C. 1996, c. 212.

2. The Defendant Rockmill Myers (“**Myers**”) is a businessman, and has an address of 103 – 1869 Comox Street, Vancouver, B.C., V6G 1R2. Myers is the registered owner of the lands and premises civically described as 1869 Comox Street, Vancouver British Columbia (the “**Comox Property**”), and 1290 West 13th Avenue, Vancouver British Columbia (the “**West 13th Property**”) (collectively, the “**Properties**”).

3. The Defendant Puppy Holdings Inc. (“**Puppy Holdings**”) is a British Columbia Company with a registered and records office located at 1177 – 1100 Melville Street, Box 27, Vancouver, British Columbia, V6E 4A6. Myers has held out Puppy Holdings as the owner of the full beneficial interest in the Properties.

4. Myers is a director of Puppy Holdings.

5. The Defendant Miro Jackanin (“**Jackanin**”) is a property manager, and has an address of 102-1290 West 13th Avenue, Vancouver, British Columbia, V6E 1K6. Jackanin is the manager of the Properties.

6. BC Hydro services 86 residential and 3 non-residential accounts at the Comox Property, and 23 residential and 2 non-residential accounts at the West 13th Property.

7. As set out in more detail below, Myers, Puppy Holdings, and/or Jackanin have, individually or collectively, repeatedly, unlawfully, and contrary to the choices made by the affected customers, refused BC Hydro access to the Properties for the purpose of installing Smart Meters (as defined below).

II. Background

A. Legislative Framework

8. BC Hydro is a public utility regulated by the British Columbia Utilities Commission (the “**Commission**”) pursuant to the *Utilities Commission Act*, R.S.B.C. 1996, c. 473, which generates, transmits and delivers electricity to its customers who in turn pay BC Hydro for the consumption of such electricity.

9. BC Hydro provides electricity and related service to customers solely in accordance with the terms and conditions of the BC Hydro Electric Tariff (the “**Tariff**”), as amended from time to time and as approved by the Commission. The Tariff includes, and at all material times has included, terms regarding the metering of electricity consumption and requiring access by BC Hydro to a customer’s premises for, among other things, the purpose of repairing or replacing a meter or related equipment.

10. BC Hydro is authorized by statute, including by the *Hydro and Power Authority Act*, the *Electricity and Gas Inspection Act*, R.S.C. 1985, c. E-4, the *Clean Energy Act*, S.B.C. 2010, c. 22, and the *Smart Meters and Smart Grid Regulation*, B.C. Reg. 368/2010, and by the provisions of the Tariff, to access residential and commercial premises for, among other things, a purpose related to the installation, replacement or repair of a meter or related equipment.

11. Pursuant to the *Electricity and Gas Inspection Act*, R.S.C. 1985, c. E-4, all of BC Hydro’s meters must record and measure the amounts of electricity consumption using verified and sealed meters.

12. Until recently, BC Hydro has used non-communicating meters (“**Legacy Meters**”) to record and measure customer electricity consumption.

13. In 2010, the Legislature of British Columbia enacted the *Clean Energy Act*, the material provisions of which came into force on or about June 3, 2010.

14. The purposes of the *Clean Energy Act*, as stated in section 2 thereof, include achieving electricity self-sufficiency, reducing greenhouse gas emissions, and using and fostering the development of innovative technologies that support energy conservation and efficiency and the use of clean or renewable resources.

15. Pursuant to section 17 of the *Clean Energy Act* and the *Smart Meters and Smart Grid Regulation*, BC Hydro was required to install and put into operation smart meters and related equipment by the end of 2012.

16. The smart metering system is one component of BC Hydro’s Smart Metering & Infrastructure Program (the “**SMI Program**”), the foundation of which is mandated by the *Clean Energy Act* and *Smart Meters and Smart Grid Regulation*. The SMI Program provides for comprehensive upgrades, automation and modernization of British Columbia’s electricity grid and electricity metering systems for the purposes of, *inter alia*, capturing and communicating consumption data and meter events (such as outages), detecting theft, encouraging energy conservation, and improving the reliability and security of the electricity system.

B. Meter Choices Program

17. Beginning in or about the summer of 2011, BC Hydro began the process of replacing Legacy Meters with smart meters that communicate wirelessly through the use of radiofrequency technology (“**Smart Meters**”) in compliance with the *Clean Energy Act* and the *Smart Meters and Smart Grid Regulation*.

18. By a news release dated July 18, 2013, the Minister of Energy and Mines announced the introduction of a program to provide meter opt-out options to eligible Residential Service customers of BC Hydro (as defined in the Tariff) (the “**Meter Choices Program**”).

19. The Meter Choices Program offered those Residential Service customers whose Legacy Meter had not been exchanged for a Smart Meter by September 2013, the choice between: a Smart Meter (no additional charges), a radio-off Smart Meter (subject to installation, monthly and exit charges), or temporarily keeping a Legacy Meter (subject to monthly charges).

20. Eligible Residential Service customers who wished to select a radio-off Smart Meter or to temporarily keep a Legacy Meter were required to confirm their choice of meter by December 1, 2013.

21. On September 25, 2013, the Government of British Columbia implemented the Meter Choices Program through the enactment of *Direction No. 4 to the British Columbia Utilities Commission*, B.C. Reg. 203/2013 ("**Direction No. 4**"). Under *Direction No. 4*, the Commission must not exercise a power in a manner that prevents BC Hydro from installing, operating or providing services in respect of Legacy Meters, radio-off Smart Meters and Smart Meters, and must not require BC Hydro to install Legacy Meters or radio-off Smart Meters for ineligible customers.

22. As a result of changes made to the Tariff pursuant to *Direction No. 4*, BC Hydro is provided with the ability to assess certain charges related to the Meter Choices Program. Such charges include, *inter alia*, the fees described at paragraph 20 above (the "**Legacy Meter Charges**" and "**Radio-off Meter Charges**", respectively).

23. With respect to the 89 accounts at the Comox Property:

- (a) 57 registered to have a Smart Meter installed;
- (b) 1 registered for a radio-off Smart Meter;
- (c) 0 registered to retain a Legacy Meter;
- (d) 7 did not make a choice and were defaulted to a Legacy Meter;
- (e) 21 are vacant or new accounts, and must receive Smart Meters;
- (f) 2 are commercial and must receive Smart Meters; and
- (g) 1 is an unmetered utility account.

24. In total, BC Hydro is required to replace 80 Legacy Meters at the Comox Property with Smart Meters, and to replace 1 Legacy Meter with a radio-off Smart Meter.

25. With respect to the 25 accounts at the West 13th Property:

- (a) 10 registered to have a Smart Meter installed
- (b) 0 registered for a radio-off Smart Meter;
- (c) 1 registered to retain a Legacy Meter;
- (d) 4 did not make a choice and were defaulted to a Legacy Meter;
- (e) 8 are vacant or new accounts, and must receive Smart Meters; and
- (f) 2 are commercial, and must receive Smart Meters.

25. In total, BC Hydro is required to replace 20 Legacy Meters at the West 13th Property with Smart Meters.

III. Refusal of Access to the Properties

26. Myers, Puppy Holdings, and/or Jackanin have, individually or collectively, repeatedly, unlawfully, and contrary to the choices made by the affected customers under the Meter Choices Program, refused BC Hydro access to the Properties for the purpose of installing Smart Meters (the “**Refusals**”). Particulars of the Refusals include, *inter alia*, the following:

27. On or about November 6, 2013, BC Hydro personnel attended at the Comox Property for the purpose of installing Smart Meters for 15 customers at that location who had, at that time, requested a Smart Meter under the Meter Choices Program, but were refused access by Myers, Puppy Holdings, and/or Jackanin for that purpose. As a result of this refusal of access, BC Hydro was unable to exchange and replace legacy meters with Smart Meters as requested by the relevant customers at that location and incurred cost and expense as a result of the attendance. BC Hydro has also suffered and continues to suffer a loss of goodwill from its customers as a result of the failed attempt at installation.

28. Following the November 6, 2013 refusal of access, various communications were exchanged between BC Hydro, and Myers, Puppy Holdings and Jackanin with respect to BC Hydro’s requirements for and authority to access the Properties. These communications clearly

and unequivocally informed Myers, Puppy Holdings and Jackanin of BC Hydro's right to access the meter rooms at the Properties, and the basis for the right of access for the purpose of installing Smart Meters.

29. On or about March 11, 2014, BC Hydro Customer Experience Manager Sajeeta Saroop met with Jackanin at the Comox Property to further discuss BC Hydro's requirement for access to the Properties. At that meeting, Ms. Saroop and Jackanin discussed Jackanin's concerns regarding the Smart Meters. Ms. Saroop advised Mr. Jackanin that BC Hydro would be attending the Comox Property the next day for the purpose of installing Smart Meters in compliance with the *Clean Energy Act* and Meter Choices Program. Mr. Jackanin advised by return email that there would be no installation of any meters without his agreement.

30. On or about March 12, 2014, BC Hydro personnel attended at the Comox Property for the purpose of installing Smart Meters, but were refused access by Myers, Puppy Holdings, and/or Jackanin. In particular:

- (a) Myers, Puppy Holdings, and/or Jackanin had caused a vehicle to be parked in front of the entry to the meter room, thereby obstructing access;
- (b) Jackanin demanded that BC Hydro personnel to leave the building at the Comox Property, alleging that they were trespassing; and
- (c) Jackanin refused BC Hydro access to the meter room, citing various grounds, including, *inter alia*, claimed safety concerns regarding the Smart Meters, allegations that BC Hydro had refused to provide information to him and had "bullied" him, and an alleged "petition" which he asserted residents of the building had signed rejecting Smart Meters.

31. Access to the Comox Property meter room had been blocked, and Jackanin refused to let BC Hydro personnel access it, even under the supervision of a Vancouver Police Officer, who had been called by BC Hydro.

32. As they were unable to access the Comox Property Meter Room, certain BC Hydro personnel, including the meter installation crew, proceeded to the West 13th Property in

order to install Smart Meters at that location. Upon discovering that BC Hydro personnel were present at the West 13th Property, Jackanin:

- (a) conducted himself in an aggressive manner, including by stating that he would “get even” with BC Hydro or its personnel, or words to that effect;
- (b) advised that he would call the Vancouver Police Department to request that they arrest the BC Hydro personnel at the West 13th Property; and
- (c) advised that he would take action himself to prevent the BC Hydro installation crew from installing Smart Meters at the West 13th Property.

33. As a result of Mr. Jackanin’s words and conduct, the BC Hydro personnel present at the Comox Property instructed the BC Hydro personnel at the West 13th Property to depart that property, out of concern for their safety. BC Hydro personnel did not install any Smart Meters at the West 13th Property prior to departing.

34. As a result of this refusal of access, BC Hydro was unable to exchange and replace legacy meters with Smart Meters as requested by the relevant customers at that location and incurred cost and expense as a result of the attendance. BC Hydro has also suffered and continues to suffer a loss of goodwill from its customers as a result of the failed attempts at installation.

IV. Subsequent Requests for Access

35. Since the refusals of access, BC Hydro has attempted to persuade Mr. Jackanin to permit access to the meter rooms of the Properties for the exchange and installation of Smart Meters. In addition, BC Hydro has attempted to have Myers and Puppy Holdings provide access to the Properties, whether by instructing Jackanin to do so or otherwise. To date, Jackanin, Myers, and Puppy Holdings have refused to provide access to the meter rooms of the Properties as required in order for BC Hydro to install Smart Meters. Particulars of these attempts to gain access, and responses to those attempts, include the following:

- (a) On or about May 1, 2014, BC Hydro wrote to Myers and Puppy Holdings advising, *inter alia*, that the Refusals are unlawful, and that if unrestricted access

to the meter rooms at the Properties was not provided, BC Hydro would be required to seek the assistance of the court to compel access. BC Hydro requested that Myers and Puppy Holdings confirm within 14 days that BC Hydro would be provided with unrestricted access to the meter rooms at the Properties.

- (b) On or about May 12, 2014, Myers' wife, Alexandra Myers, responded to BC Hydro advising that Myers resides in a nursing home, and "is not in a frame of mind to understand the problem". Ms. Myers advised that BC Hydro continue to work with Jackanin, who she stated had "full capacity" to deal with the management of the Properties.
- (c) In or about early July, 2014, Jackanin requested a telephone call with BC Hydro to discuss the Refusals. On or about July 17, 21, 22 and 23, 2014, BC Hydro personnel attempted to contact Jackanin by telephone, but received no response to its telephone calls.
- (d) On or about July 24, 2014, BC Hydro wrote to Jackanin with respect to the Refusals, advising, *inter alia*, that BC Hydro is entitled and obligated by law to install Smart Meters to customers who have requested them under the Meter Choices Program, and that building owners and managers do not have authority to override the choice made by a tenant. BC Hydro further advised that, in light of the Refusals, BC Hydro was requesting that Jackanin provide, within 14 days, a written undertaking not to obstruct or interfere with further efforts by BC Hydro to install Smart Meters at the Properties. BC Hydro advised that if such an undertaking were not received, BC Hydro intended to seek appropriate relief from the British Columbia Supreme Court.
- (e) Also on or about July 24, 2014, Counsel for BC Hydro wrote to John Drove, counsel for Myers and Puppy Holdings, with respect to the Refusals. BC Hydro requested that Mr. Drove confirm: (a) his instructions to accept service on behalf of Myers; (b) the advice received from Ms. Myers with respect to Myers' capacity; and (c) Mr. Jackanin's authority in respect of the Properties.

- (f) On or about July 30, 2014, Jackanin wrote to BC Hydro to request draft wording for the undertaking BC Hydro requested.
- (g) On or about July 31, 2014, BC Hydro provided Jackanin with a draft form of undertaking not to interfere with BC Hydro work and personnel.
- (h) On or about August 1, 2014, Jackanin wrote to BC Hydro setting out a series of pre-conditions to permitting BC Hydro access to the Properties. These pre-conditions included, *inter alia*, that BC Hydro warrant the accuracy, safety and security of the Smart Meters, and indemnify against any loss or increased insurance premiums resulting from their installation and use. In addition, Jackanin alleged that the Smart Meters would render rooms adjacent to the meter room unsuitable for habitation due to excessive microwave radiation, and required that BC Hydro indemnify against the resulting loss of rental revenue.
- (i) On or about August 6, 2014, Mr. Drove responded to counsel for BC Hydro's July 24, 2014 letter advising, *inter alia*, that Jackanin has been dealing with this matter as an authorized representative of Puppy Holdings, which owns the full beneficial interest in the Properties. Mr. Drove also advised that he had instructions to accept service on behalf of Puppy Holdings, and asserted that, in light of the correspondence between BC Hydro and Jackanin, it is apparent that Jackanin has not denied BC Hydro access to the Properties as alleged.
- (j) On or about September 9, 2014, BC Hydro wrote to Jackanin to advise that it did not agree to the pre-conditions set out in Jackanin's August 1, 2014 letter, and would not bargain in respect of its rights and obligations to install Smart Meters, which had been requested by the affected customers. BC Hydro advised Jackanin that if it did not receive an undertaking in the form attached to that letter by September 19, 2014, it would commence legal proceedings without further notice to Jackanin.
- (k) On or about October 21, 2014, Jackanin returned the form of undertaking attached to BC Hydro's September 9, 2014 letter unsigned and undated.

- (l) On or about April 8, 2015, Jackanin resent to BC Hydro, via email, his August 1, 2014 letter, together with two photographs he had taken of Ms. Saroop at the Comox Property.

36. As a result of the actions of the Defendants, BC Hydro has suffered loss, damage and expense, the particulars of which will be established at the trial of this action.

Part 2: RELIEF SOUGHT

1. Declarations that:

- (a) The Defendants have denied the Plaintiff access to the Properties contrary to the *Clean Energy Act*, the *Smart Meters and Smart Grid Regulation*, the *Electricity and Gas Inspection Act*, the *Hydro and Power Authority Act* and/or the Tariff; and
- (b) BC Hydro is entitled to unrestricted access to the Properties as required and authorized by the *Clean Energy Act*, the *Smart Meters and Smart Grid Regulation*, the *Electricity and Gas Inspection Act*, the *Hydro and Power Authority Act* and/or the Tariff, including for purposes relating to the replacement of Legacy Meters with Smart Meters at the Properties;

2. A permanent injunction restraining the Defendants, and, as applicable, their officers, servants, representatives, agents, or any person under their direct or indirect control, from preventing or interfering with the Plaintiff's access to the Properties as required and authorized by the *Clean Energy Act*, the *Smart Meters and Smart Grid Regulation*, the *Electricity and Gas Inspection Act*, the *Hydro and Power Authority Act* and/or the Tariff, including but not limited to for purposes relating to the replacement of Legacy Meters with Smart Meters at the Properties;

3. Damages for the torts of interference with economic relations and intimidation;

4. General damages;

5. Special Damages;

6. Exemplary, punitive and aggravated damages;
7. Interest pursuant to the *Court Order Interest Act*, R.S.B.C. 1996, c. 79;
8. Costs of this action assessed as special costs, or in the alternative, costs; and
9. Such further and other relief as this Honourable Court may deem just.

Part 3: LEGAL BASIS

1. BC Hydro is permitted access to the Properties by validly-enacted federal and provincial legislation, including for purposes relating to the replacement of Legacy Meters with Smart Meters at the Properties. BC Hydro pleads and relies on the following:

- (a) *Clean Energy Act*, including section 17 thereof;
- (b) *Smart Meters and Smart Grid Regulation*;
- (c) *Electricity and Gas Inspection Act*, including section 7 thereof;
- (d) *Hydro and Power Authority Act*, including section 20 thereof; and
- (e) the Tariff, including sections, 4.2- 4.2.5 (metering), and 9.5 (access to premises) thereof.

2. Pursuant to section 17(5) of the *Clean Energy Act*, BC Hydro is authorized, either by itself or by its agents, to enter on any land (including the Properties) without the consent of the owner, for a purpose relating to the use, maintenance, safeguarding, installation, replacement, repair, inspection, calibration or reading of its meters, including Smart Meters.

3. Pursuant to section 20 of the *Hydro and Power Authority Act*, BC Hydro is authorized, either by itself or by its agents, to enter any land (including the Properties) without the consent of the owner for any purpose relating to the use, construction, maintenance, safeguarding or repair of its “plants” as defined in the *Hydro and Power Authority Act*, which include Legacy Meters and Smart Meters.

4. Pursuant to section 7 of the *Electricity and Gas Inspection Act*, BC Hydro is authorized to enter any premises belonging to or occupied by a purchaser to whom it has undertaken to supply electricity, which includes the residents at the Properties, for the purpose of:

- (a) inspecting, testing, installing, repairing, removing or changing, when it is lawful for it to do so, any meters, wiring, piping, fittings or other apparatus of BC Hydro for the measurement or conveyance of electricity supplied by it, or
- (b) ascertaining the quantity or making other measurements of the electricity consumed or supplied.

5. At all material times, section 4.2 of the Tariff authorized BC Hydro to install on its customer's premises (including the Properties) any meter or apparatus which it may need for its use and convenience. Section 4.2 provides as follows:

In order to determine for billing purposes the quantity of Electricity consumed by the Customer, one consumption meter and, where required, one associated demand meter will be installed by BC Hydro on the Customer's Premises at a location most convenient to BC Hydro for each separate Rate Schedule under which the Customer takes service. ... BC Hydro may install on the Customer's Premises any meter or apparatus which it may need for its use and convenience.

6. At all material times, section 9.5 of the Tariff authorized BC Hydro to access its customer's premises (including the Properties) for the following purposes:

BC Hydro's agents and employees shall have, at all reasonable times, free access to the equipment supplied with Electricity, and to BC Hydro's meters, wires and apparatus on the Customer's Premises, for the purpose of reading meters and testing, installing, removing, repairing or replacing any of BC Hydro's equipment, and to ascertain the quantity or method of use of service and the amount of Electricity consumed. ...

7. The Defendants have, through the Refusals, prevented BC Hydro from carrying out activities mandated and/or permitted by validly-enacted federal and provincial legislation and regulation. As a result, the Defendants have prevented BC Hydro from carrying out its statutory functions.

8. The Defendants have, by means of the Refusals, intentionally interfered with BC Hydro's economic relations with the residents of the Properties, and the Defendants' conduct constitutes the tort of interference with economic relations.

9. Jackanin, by his words and conduct on March 12, 2014, threatened illegal acts with the intention to injure or cause damage to BC Hydro, which threats caused BC Hydro to not install any Smart Meters on the Properties, resulting in damage to BC Hydro. Jackanin's words and conduct constitute the tort of intimidation.

10. As a result of the Refusals, BC Hydro has suffered and will continue to suffer loss and damage.

Plaintiff's address for service is c/o the law firm of Lawson Lundell LLP, whose place of business and address for service is 1600 – 925 West Georgia Street, Vancouver, British Columbia V6C 3L2 (Attention: Mark Fancourt-Smith).

Fax number address for service is: (604) 669-1620.

Place of Trial: Vancouver, British Columbia

The address of the Registry is: 800 Smithe Street, Vancouver,
British Columbia V6Z 2E1

Dated at the City of Vancouver, in the Province of British Columbia, this 11th day of June, 2015.

Lawson Lundell LLP (GBB)

Lawson Lundell LLP
Solicitors for the Plaintiff,
BC Hydro and Power Authority

This Notice of Civil Claim is filed by Mark Fancourt-Smith, of the law firm of Lawson Lundell LLP, whose place of business and address for delivery is 1600 – 925 West Georgia Street, Vancouver, British Columbia V6C 3L2.

Rule 7-1(1) of the Supreme Court Civil Rules states:

- (1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,
 - (a) prepare a list of documents in Form 22 that lists

- (i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and
 - (ii) all other documents to which the party intends to refer at trial, and
- (b) serve the list on all parties of record.

APPENDIX

The following information is provided for data collection purposes only and is of no legal effect.

Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:

The Plaintiff sues Defendants for access to certain properties for the purpose of installing Smart Meters.

Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:

A personal injury arising out of:

- a motor vehicle accident
- medical malpractice
- another cause

A dispute concerning:

- contaminated sites
- construction defects
- real property (real estate)
- personal property
- the provision of goods or services or other general commercial matters
- investment losses
- the lending of money
- an employment relationship
- a will or other issues concerning the probate of an estate
- a matter not listed here

Part 3: THIS CLAIM INVOLVES:

- a class action
- maritime law
- aboriginal law
- constitutional law
- conflict of laws
- none of the above
- do not know

PART 4: *Hydro and Power Authority Act, R.S.B.C. 1996, c. 212; Clean Energy Act, S.B.C. 2010, c. 22; and the Smart Meters and Smart Grid Regulation, B.C. Reg. 368/2010, among other enactments.*