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Decision No. S1061

ORIGINAL

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

RODNEY B. TIBBETTS,  
vs.  
SOUTHERN CALIFORNIA  
EDISON COMPANY,  
Complainant,  
Defendant.

Case No. 9377  
(Filed May 10, 1972)

Rodney B. Tibbetts, in his own behalf, complainant.  
H. Clinton Tinker, Attorney at Law, for Southern  
California Edison Company, defendant.

O P I N I O N

Rodney B. Tibbetts alleges that electric power service for his business in Whittier was installed in January 1972, and that defendant wrongfully disconnected the service on April 18, 1972 for failure of the complainant to post an additional deposit of twice the average monthly billing. Complainant charges that defendant did not allow sufficient time to establish a true average monthly use and disconnected complainant's electric service wrongfully and denied him business advantages. Complainant further alleges that because of the advantage which defendant enjoys as a public utility any deposit demand is illegal.

Complainant requests that defendant be made to return the deposit received from complainant, with interest; that the defendant be made to pay by way of special damages an amount of \$500.00 for the wrongful disconnection of power and loss to his business interest; that punitive damages be awarded in an amount set to be reasonable by this Commission; and that defendant be further barred from assessing deposits for electric service.

The defendant answered and admitted that complainant is a user of power as alleged and that the service was disconnected after failure of complainant to post additional deposit and that complainant was given fourteen days' notice. Defendant denied other allegations of the complaint and alleged that it acted in accordance with the rules of its tariff schedules.

Public hearing was held before Examiner DeWolf on December 1, 1972 in Los Angeles, California and the matter was submitted.

Complainant testified that the allegations of his complaint are true and correct and that his electric service was disconnected on April 18, 1972 for approximately eight hours, to his damage in sum of \$500.00. Further testimony of complainant is that he opened a lot for sale of vehicles such as trailers and campers early in 1972 and was required to make a deposit for power although he owned his home and had previously dealt with defendant for many years. After three months he called the defendant and complained about the bill being excessive and up to \$90.00 per month just for neon lights and wiring the campers. Defendant tested the meter and found nothing wrong.

Complainant further objected to the monopoly that defendant has and his inability to get electric power elsewhere. Complainant further testified that he had sold the business in November and is no longer getting the power from defendant.

The attorney for defendant handed a check to complainant for \$83.86 for the balance of refund of deposit due complainant.

The defendant's customer credit supervisor testified and identified five exhibits which were received in evidence. Exhibit 1 is the credit information form signed by complainant January 21, 1972 and shows that "this service deposit is subject to adjustment". Exhibit 2 is an analysis of complainant's account dated November 20, 1972 showing the amount of monthly service charges to complainant ranging from \$58.94 to \$95.28 per month from January 21, 1972 to

November 20, 1972 when defendant had the service disconnected. Exhibit 3 is a copy of a letter to complainant dated April 4, 1972 requesting an additional deposit of \$125.00. Exhibit 4 is a copy of a deposit notice dated April 18, 1972. Exhibit 5 is a copy of a letter signed by complainant dated April 17, 1972.

Defendant's Tariff Rule No. 6 provides that defendant may require a customer to establish credit by requiring a deposit of twice the estimated average monthly bill.

This Commission has no jurisdiction to grant special and punitive damages.

Findings of Fact

1. The complainant's service was disconnected on April 18, 1972 for six or eight hours, and was turned back on about 7:00 p.m. while customers were at the premises.

2. The service disconnection was made in compliance with defendant's tariffs after defendant requested a deposit of \$125, which was not made.

3. The \$125 deposit request was reasonable.

4. Complainant has made no showing that defendant's tariff schedules requiring deposits are illegal.

The Commission concludes that the complaint for damages should be dismissed and the complaint denied. ✓

O R D E R

IT IS ORDERED that the complaint is dismissed insofar as it relates to damages and in other respects is denied.

The effective date of this order shall be twenty days after the date hereof.

Dated at San Francisco, California, this 21<sup>st</sup>  
day of FEBRUARY, 1973.

Yvonne L. Sturgeon  
President  
William J. Sturgeon  
W. J. Sturgeon  
W. J. Sturgeon  
W. J. Sturgeon  
Commissioners