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ORIGINAL

Decision No. 85661

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

HARVEY J. SANDE,

Complainant,

v.

PACIFIC GAS AND ELECTRIC COMPANY,
a corporation,

Defendant.

Case No. 9924
(Filed June 2, 1975)

Harvey J. Sande, Attorney at Law, for himself,
complainant.

Kathy Graham, Attorney at Law, for Pacific Gas
and Electric Company, defendant.

O P I N I O N

Complaint and Answer

Harvey J. Sande (complainant), by his complaint filed June 2, 1975, alleges that since January 1, 1975 he has been charged, and will continue to be charged, by Pacific Gas and Electric Company (defendant) for gas and electricity that complainant is not consuming. Complainant seeks an order requiring defendant to refund an unspecified sum of money paid for gas and electricity not consumed by complainant and also enjoining defendant from collecting any further such amounts.

Defendant, in its answer, denies complainant's allegations and states that, although complainant's January 16, 1975 to February 14, 1975 bill does reflect a substantial increase from the previous bill, there is a valid reason. Defendant explains that there was a 100 unit underread of the gas meter reflected in the January utility bill. After the error was discovered, a correction was made which resulted in an

additional charge to complainant on the February bill for prior services rendered in January but not yet paid for. Defendant believes that this is both a proper and lawful procedure and cites Van Ness Restaurant, Inc. v Pacific Gas and Electric Company, Decision No. 84482 issued May 28, 1975. Defendant further states that, as a result of complainant's informal complaints to defendant and the Commission, defendant conducted electric and gas meter tests on February 27, 1975 and March 3, 1975, respectively. These tests revealed that both meters were operating within the limits prescribed for accuracy in defendant's Gas and Electric Rules No. 17, Meter Tests and Adjustment of Bills for Meter Error.

Evidence Adduced at Hearing

A public hearing was held in San Francisco on October 6, 1975, and the matter was submitted on that date, subject to receipt of the transcript, which document was filed on November 24, 1975.

At the hearing the parties stipulated to complainant's meter readings, heat factors, and charges for the periods between November 11, 1972 to September 16, 1975. Complainant testified that, from November 13, 1973 to January 16, 1975, his bills followed a constant and steady pattern, rising in the winter and falling in the summer, except for the period from January 16, 1975 through February 14, 1975, and several months thereafter.

Complainant's residence is located in the city of Berkeley, Alameda County. It is a three-story house that has been divided into two apartments. The main apartment, occupied by Mr. and Mrs. Sande, consists of eight large rooms, and the second unit, which at the time of the filing of the complaint was occupied by two tenants, consists of three rooms, a kitchen, bedroom, and living room. Both apartments are served through the same gas and electric meters.

Heat to the living areas is furnished by means of a single central gas furnace, and each apartment has an electric refrigerator, a television set, and a gas range. Both apartments are furnished hot water by a common water heater. In addition, complainant supplied the tenants with an electric heater and the tenants possessed an electrically heated waterbed. Complainant testified that neither he nor his tenants added any new appliances or changed their pattern of utility usage. The record shows that, before the disputed billing period from January 16, 1975 to February 14, 1975, gas consumption varied from a low of 23 therms for the period ended September 16, 1974 to a high of 292 therms for the period ended January 15, 1974. Electric consumption varied from 526 kilowatt-hours(kwh) for the period ended August 15, 1974 to a high of 1,100 kwh for the period ended December 13, 1973.

The disputed recorded consumption for the period ended to February 14, 1975 amounted to 389 therms of gas and 1,538 kwh of electricity. For the periods after February 14, 1975, gas consumption varied from a low of 53 therms for the period ended May 17, 1975 to a high of 247 therms for the period ended March 18, 1975. Electricity consumed varied from a low of 612 kwh for the period ended September 16, 1975 to a high of 1,126 kwh for the period ended March 18, 1975.

At complainant's request, defendant presented as witnesses the three meter readers who read complainant's meter in December of 1974 and January and February of 1975. Defendant also presented, at complainant's request, the gas serviceman, the gas meter tester, and the electric meterman who removed and tested complainant's meters. In addition defendant presented two customer service representatives who had handled complainant's complaint.

The meter readers testified that they read approximately 700 meters every working day for a total of approximately 15,000 a month. Their routes are rotated so that no meter reader reads the same meter for two months in succession. None of them could recall reading complainant's meter. A copy of the page of the meter book for complainant's residence was received as an exhibit. The entries in the book corresponded to the stipulated figures from complainant's bills. Except for the 100 therms underread of the gas meter in the January reading, no errors were apparent.

The testimony of the servicemen and meter testers indicated that the gas meter tested seventy-five one hundredths of one percent slow and the electric meter was accurate within one-half of one percent. Both the gas and electric meters were replaced by new meters.

The customer service representatives testified as to their surveys of complainant's premises and they offered possible explanations of the high consumption. These included cold weather late in December, which, combined with possible January underreads of both gas and electric meters, could have been reflected in the high February bill. One representative was of the opinion that the electric appliance load, together with the waterbed and electric heater, could have consumed 1,538 kwh in the February period. This opinion was reinforced by the fact that the premises had a service lead with sufficient capacity for a five kilowatt load.

Discussion

There was no evidence brought out which would indicate that the gas and electric meters were not recording correctly or were not, except for a possible January underread, read correctly. From a description of complainant's large house and the connected load, it appears entirely possible that the recorded consumption could have

taken place, particularly when it is considered that usage in the tenants' apartment was largely not under complainant's control. In the absence of any demonstrated error in defendant's metering or billing, we can only find that the total quantities of gas and electricity for which complainant was billed between January 1, 1975 and September 16, 1975 were delivered to, and consumed on, complainant's premises.

Findings

1. The total quantities of gas and electricity for which complainant was billed during the period from January 1, 1975 to September 16, 1975 were delivered to, and consumed on, complainant's premises.

2. The bills rendered by defendant to complainant do not represent any sums that were not properly payable to defendant, and complainant is not entitled to any refund.

O R D E R

IT IS ORDERED that the relief requested by complainant is denied.

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

Dated at San Francisco, California, this 13th day of APRIL, 1976.

William L. Gorman Jr. President
Vernon L. Sturgeon
Robert B. Berman Commissioners

-5- Commissioner D. W. Helmes, being necessarily absent, did not participate in the disposition of this proceeding.