

Decision 87 12 025 DEC 9 1987.

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Robert L. Otsea and
Marion E. Otsea,

Complainants,

vs.

Donner Lake Utility Company,
Defendant.

ORIGINAL

(ECP)
Case 87-08-010
(Filed August 6, 1987)

Marion E. Otsea, for herself and Robert L. Otsea,
complainants.
John Bernard Williams and Jim West, for Donner Lake
Utility Company, defendant.

OPINION

Complainants seek to recover plumbing fees of \$336 and a direction to defendant that there will be no future interruption of service without written notification.

The complaint was filed on August 6, 1987. On August 11, 1987 defendant was sent instructions to answer the complaint. On or about September 11, 1987 defendant submitted an answer. The answer was not filed because it was deficient in that it did not contain a verification as required by Rule 5 of the Commission's Rules of Practice and Procedure. On September 11, 1987 defendant was advised of the deficiency. The verification was subsequently furnished and the answer was filed September 22, 1987.

Public hearing was held before Administrative Law Judge (ALJ) O'Leary at Truckee on September 28, 1987 at which time the matter was submitted. Prior to the hearing ALJ O'Leary was unaware that the answer had been filed and therefore accepted a copy of the

answer and the verification in evidence as Exhibits 1 and 2, respectively.

Complainant's Position

Complainants' permanent residence is located in San Francisco. Complainants maintain a secondary residence at 14269 Southshore Drive, Donner Lake.

On Friday June 12, 1987 complainants arrived at their Donner Lake residence for the weekend and found that they did not have water service. They contacted defendant and were informed by Mr. James West, the general manager, that their water had been turned off because of a suspected leak between the street connection and the house. Mr. West agreed to turn the water on for the weekend but stated that the water would again be turned off at 7:00 a.m., Monday, June 15, 1987, and would not be turned back on until the leak was repaired.

Prior to June 12, 1987 complainants last used the Donner Lake property during March 1987. When they left on March 29, 1987 they drained all valves and closed the main valve under the house.

On Friday June 12, 1987, after having the water turned on, complainants engaged Lakeview Plumbing Co. (Lakeview) to check the line for leaks and perform the necessary work to repair the leak. On June 26, 1987 complainants were advised by Lakeview that an inspection on June 24, 1987 revealed no evidence of a leak and no detectable noise. On June 25, 1987 Lakeview called out the general manager of defendant who agreed that there was no evidence of a leak. The charge by Lakeview was \$336 which is set forth in Lakeview's Invoice No. 5007. The invoice was sent to defendant with a request that complainants be reimbursed since no leak was found. Defendant refused to reimburse complainants.

Complainants also allege that they were not notified of the termination of their water service.

Defendant's Position

During the early part of June, defendant engaged Heath Consultants Incorporated (Heath), a firm which specializes in locating water leaks, to conduct a leakage control survey. Defendant deemed the survey necessary because of heavy demands on its system and the realization from past experience that the July 4th weekend is the heaviest use period. On June 4, 1987, during the course of the survey a leak of 2 gallons per minute (2,880 gallons per day) was detected at complainants' home. A report concerning the leak was prepared by the Heath consultant who conducted the survey. The report, which is included with the answer to the complaint, states in part "...Leak appears to be in house..." A copy of the report was not furnished to complainants until after they requested defendant to reimburse the \$336 they had paid to Lakeview Plumbing Co. After shutting off the water a standard notification as to why the water was shut off was placed on the front door knob of complainants' premises. A copy of the notification was received in evidence as Exhibit 3. No other notification was sent to complainants.

Rule 11 of defendant's tariff sets forth the reasons for the Discontinuance and Restoration of Service. Defendant relies upon paragraph B.4. of Rule 11 which provides that:

"If an unsafe or hazardous condition is found to exist on the customer's premises, or if the use of water thereon by apparatus, appliances, equipment or otherwise is found to be detrimental or damaging to the utility or its customers, the service may be shut off without notice. The utility will notify the customer immediately of the reasons for the discontinuance and the corrective action to be taken by the customer before the service can be restored."

Defendant did not turn off complainants' water on June 15, 1987 as promised.

Discussion

Defendant properly shut off complainants' service, if in fact there was a leak of 2 gallons per minute. However, we do not believe that the placement of a notification, in the form of Exhibit 3, on a doorknob is sufficient notification as contemplated by the rule. Defendant knew that complainants' primary residence is located in San Francisco since that is where it sends the bills for service. In addition to the notification placed on the doorknob, which was not in place when complainants arrived in June, a letter notifying complainants of the leak should have been sent. Furthermore, complainants certainly should have been furnished a copy of the Heath report as soon as possible after it had been prepared.

It appears that this situation could have been avoided had complainants been sent a letter notifying them of the problem and a copy of the Heath report as soon as possible after the leak was detected on June 4, 1987.

The Commission can award reparations should a utility not provide the service paid for by the customer. For example, should a water utility exhaust its water supply customers would be entitled to reparations if they had paid in advance for service. The reparation would be limited to the period that the water utility was unable to provide the service.

This Commission is not empowered to award damages for other matters such as payment of plumbing bills. However, the complainants are free to pursue the issue of damages in Small Claims Court. ✓

The monetary relief sought by complainants will be denied.

Defendant will be ordered to improve its notification procedures when similar situations occur.

ORDER

IT IS ORDERED that:

1. The monetary relief requested in the complaint is denied.
2. Defendant shall improve its notification procedures by notifying customers by mail at their billing address in addition to placing a notice on the premises when discontinuing service.
3. Defendant shall submit evidence to the Water Branch that they have changed their notification procedures within 180 days of the effective date of this order. ✓


This order becomes effective 30 days from today.

Dated DEC 9 - 1987, at San Francisco, California.

STANLEY W. HULETT
President

DONALD VIAL
FREDERICK R. DUDA
G. MITCHELL WILK
JOHN B. OHANIAN
Commissioners

I CERTIFY THAT THIS DECISION
WAS APPROVED BY THE ABOVE
COMMISSIONERS TODAY.


Victor Woider, Executive Director

JB