

Decision 89 03 044

MAR 22 1989

**ORIGINAL**

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Jude Dale,

Complainant,

vs.

Sierra Pacific Power Company,

Defendant.

**Mailed**

**MAR 22 1989**

Case 88-08-028  
(Filed August 10, 1988)

Daphne L. Macklin, Attorney at Law, for  
Jude Dale, complainant.

David M. Norris, Attorney at Law, for  
Sierra Pacific Power Company,  
defendant.

OPINION

Complainant requests an order from this Commission which would require Sierra Pacific Power Company (Sierra Pacific) to:

1. Establish service in complainant's name.
2. Provide defendant with documentation concerning a past-due bill.
3. Establish a payment schedule that will permit complainant to pay any past-due bills at a rate she can afford within the maximum period allowed by Section 779(e) of the Public Utilities (PU) Code.

Public hearing was held at Carnelian Bay on November 17, 1989, before Administrative Law Judge O'Leary. The matter was submitted with the filing of Exhibit 10 on November 30, 1988.

Complainant has resided in Unit #36 in the Kings Run Condominiums in the vicinity of Kings Beach for approximately 1-1/2 years. She has a Rental Assistance Contract under Section 8 of HUD. The residence is leased from a Mrs. Sarris. Under the terms of the HUD rental assistance contract the premises must have utility service. The payment for the utility service can be part of the monthly rental and paid for by the lessor or may be paid separately by the lessee.

Prior to July 1, 1988, complainant's monthly rental included electric service. When the lease was renewed effective July 1, 1988, it did not include electric service. By letter dated March 14, 1988 (Exhibit 1), complainant was advised by her landlord that her lease was expiring June 30, 1988, and that if she wished to continue to occupy the premises a new lease would have to be signed and that under the terms of the new lease complainant would be responsible for the payment of her electric utility bill. The letter also advised complainant that it would be necessary for her to have the electricity turned on in her name as of July 1, 1988, because the lessor had been instructed to turn it off under the lessor's name as of July 1, 1988.

On June 3, 1988, complainant visited Sierra Pacific's office in Tahoe Vista and was informed that she would be required to pay a deposit of \$180 to start service in her own name. Complainant offered to make a deposit of \$165 and was informed that was the least amount of money they could take for the deposit. The Sierra Pacific employee who was willing to accept the \$165 as a deposit was overruled by the office manager, Mr. Ilardi. Mr. Ilardi informed complainant that they would not accept her deposit because there was a past-due bill.

Complainant was unable to obtain electric service in her name prior to July 1, 1988. Pursuant to the instructions of the lessor, electric service at complainant's residence was turned off June 30, 1988. By letter, dated July 1, 1988, complainant's

counsel requested service be established in complainant's name. The letter was addressed to Ms. Peggy Manis, a staff attorney of Sierra Pacific. The letter stated in part:

"As you directed I did speak with one of your staff at Tahoe, Gene Cheney on June 30, 1988. Mr. Cheney advised me that the required deposit for Mrs. Dale would be \$165 and she would also have to pay a past due bill in the amount of \$2,491.99. I asked Mr. Cheney if there was any possibility for making alternative arrangements for the payment of the past due bill. I also explained to him that Mrs. Dale has submitted medical proof of her need for utilities service with two letters by doctors that were presented to the Tahoe office on June 29, 1988. Mr. Ilardi was not present at your office on June 30, 1988 the day that I called. Mrs. Dale has also advised me that today, July 1, 1988 Mr. Ilardi contacted her and indicated that her service could be restored if she would pay the deposit and approximately half of the outstanding balance. The remainder of the balance would be payable within 12 weeks."  
(Page 1, paragraph 2.)

The letter further stated in the concluding paragraph:

"I would appreciate your contacting me concerning this as soon as possible. I am gravely concerned that unless some action to reinstate Mrs. Dale's electrical service does not occur within the next few days, she will suffer irreparable injury to her health. It is my hope that this issue can be resolved satisfactorily for all parties once the matter of restoring electrical service to Mrs. Dale's apartment settled. I will however not hesitate to take whatever other actions are appropriate to have her service restored if necessary."

Sierra Pacific responded by letter dated July 8, 1988. The response concludes with the following paragraph:

"Sierra Pacific will restore service to your client when it receives one-half of the delinquent (\$1,255.99) plus a deposit of \$165, for a total amount of \$1,420.99, in cash. Thereafter, your client will be obligated to

keep her new account current and, in addition, pay the remaining balance on her old account at the rate of \$103 per week for twelve weeks."

The letters are contained in Exhibit 5.

In the latter part of July, a third party was accepted by Sierra Pacific as a customer and electric service was restored to complainant's residence. The third party pays the bills and complainant reimburses the third party.

Complainant testified that her only income, which totals \$595 monthly, is from Social Security disability and SSI. One of the many medical reasons for her disability is Type 1 very brittle diabetes which requires her to take insulin and follow a diet of the American Diabetic Association. The complainant also testified that during June 1988 she furnished Sierra Pacific with documentation from her doctors concerning her medical condition. She further testified that she previously furnished Sierra Pacific with documentation concerning her medical condition. Copies of the documentation referred to are contained in Exhibit 5. Two of the documents contained in Exhibit 5 are letters, dated June 4, 1988 and June 20, 1988, from two different medical doctors advising that complainant is a diabetic. The letter dated June 4, 1988, states in part: "Her medical problems could become life threatening if her utilities were turned off." The letter dated June 20, 1988, discloses that she requires "electric and/or gas heat/light/power to be able to adequately maintain control of her diabetes, feed herself, and maintain a proper dietary balance."

With respect to the previous bill, the evidence discloses that a complaint was filed by Sierra Pacific, in the Second Judicial District Court of the State of Nevada, seeking damages from Jude Dale and Jeff Fuller in the amount of \$1,766.86 plus interest for failure to pay for utility services (Exhibit 3). A default judgement was entered awarding Sierra Pacific \$1,766.86 with interest thereon at the rate of 12% per annum from the date of

the judgement (August 9, 1985) until paid together with costs and disbursements of \$186.00 and reasonable attorney's fees in the amount of \$500.00 (Exhibit 4). On September 17, 1985, an execution of the judgement was issued in the amount of \$2,491.99 which amount included \$22.62 of accrued interest and \$16.50 accrued costs since the issuance of the judgement (Exhibit 8). The administrator of legal collections for Sierra Pacific testified that she attempted to collect the judgement by having the wages of Mr. Fuller attached at Raley's Supermarket and the Crystal Bay Club. As a result of the Raley's Supermarket attachment, Sierra Pacific collected between \$89.00 and \$90.00. The attachment of wages to the Crystal Bay Club was returned unsatisfied because Mr. Fuller had terminated his employment. She also testified that Sierra Pacific has not attempted to collect interest on the judgement.

Discussion

The complaint seeks the following:

1. Establishment of service in complainant's name.
2. Complainant be furnished with documentation concerning a past-due bill.
3. An affordable payment schedule within the maximum period allowed by Section 779(e) of the PU Code.

Complainant does not dispute the fact that there is a past-due bill nor does she dispute the amount. The past-due bill is for electric service supplied by defendant to complainant in Nevada. This Commission has no jurisdiction over past-due billings incurred outside of this state. Although we have no jurisdiction with respect to the payment of past-due billings incurred outside of California this does not mean that we cannot recognize the existence of them. We do not believe it prudent to order defendant to establish service in complainant's name until such time as

complainant and/or her son, Jeff Fuller, satisfy the default judgement in the State of Nevada.

We are concerned that complainant's electricity was turned off on June 30, 1988, because of the instructions from her landlord in spite of the fact that complainant had furnished the two statements dated June 4, 1988 and June 20, 1988, from doctors concerning her medical condition to defendant's office at Kings Beach. Rule 11 of defendant's tariff deals with Termination, Restoration, and Refusal of Service. Section B.2.a. provides that:

"2. Electric Service to a domestic customer will not be terminated for nonpayment when the customer has established to the satisfaction of the company that:

"a. Such termination would be especially dangerous to the health of the customer or a full time resident of the customer's household\*; or"

\* \* \*

\*\*Certification from a licensed physician, public health nurse, or a social worker may be required by the company."

Complainant may not technically be a customer of defendant, because the service is not in her name; however, she is a full time resident of the household to which electric service is provided by Sierra Pacific. We will order that defendant not terminate the electric service at Unit #36 in the Kings Run Condominium complex as long as complainant resides there and as long as complainant's medical problems could become life threatening if her utilities were turned off.

The documentation complainant requests concerning the past-due bill is set forth in the execution of the judgement (Exhibit 8).

With respect to an affordable payment schedule, we believe that the terms offered by Sierra Pacific in its July 8

letter would be reasonable if the time to pay were extended to 12 months rather than 12 weeks.

Findings of Fact

1. Complainant has resided at Unit #36 in the Kings Run Condominiums for approximately 1-1/2 years.

2. Complainant has a rental assistance contract under Section 8 of HUD.

3. Under the rental assistance contract, the premises leased must have utility service which can be part of the monthly rental and paid by the lessor or may be paid separately by the lessee.

4. Prior to July 1, 1988, the electric service provided by Sierra Pacific was included in the rent paid by complainant.

5. When complainant's lease was renewed effective July 1, 1988, the monthly rental did not include electric service.

6. During June 1988 complainant attempted to have electric service provided to her residence under her own name.

7. The supervisor of Sierra Pacific's North Tahoe district office located at Tahoe Vista advised complainant electric service could not be established in her name because of a past-due bill.

8. Electric service to complainant's residence was turned off June 30, 1988, pursuant to a request of the lessor.

9. During June 1988 complainant furnished Sierra Pacific with statements from doctors advising that complainant is a diabetic. One of the statements states in part: "Her medical problems could become life threatening if her utilities were turned off."

10. The past-due bill involves electric service furnished to complainant and her son Jeff Fuller in the State of Nevada.

11. A complaint for the past-due amount was filed by Sierra Pacific in the Second Judicial Court of the State of Nevada.

12. On August 9, 1985, a default judgement was entered awarding Sierra Pacific \$1,766.86 plus interest at 12% per annum and costs disbursements of \$186.00 and reasonable attorney's fees in the amount of \$500.00.

13. On September 17, 1985, a judgement was issued in the amount of \$2,491.99 which included \$22.62 of accrued interest and \$16.50 accrued costs since the issuance of the judgement.

14. Rule 11 of Sierra Pacific's tariff provides that:

"2. Electric Service to a domestic customer will not be terminated for nonpayment when the customer has established to the satisfaction of the company that:

"a. Such termination would be especially dangerous to the health of the customer or a full time resident of the customer's household\*; or"

\* \* \*

"\*Certification from a licensed physician, public health nurse, or a social worker may be required by the company."

#### Conclusions of Law

1. This Commission has no jurisdiction over past-due bills for service supplied outside of California.

2. Sierra Pacific should not be ordered to establish service in complainant's name until such time as the default judgement described in Finding of Fact 12 is satisfied.

3. Defendant should be ordered not to terminate electric service to Unit #36 in the Kings Run Condominiums as long as complainant resides there and as long as complainant has medical problems which could become life threatening if her utilities were turned off.

4. To the extent not granted herein the relief sought should be denied.



ORDER

IT IS ORDERED that:

1. Sierra Pacific Power Company shall not terminate the electric service at Unit #36 in the Kings Run Condominium as long as complainant resides there and as long as complainant has medical problems which could become life threatening if her utilities were turned off.

2. To the extent not granted herein the relief sought by complainant is denied.

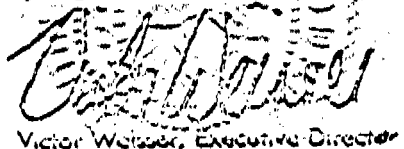
This order becomes effective 30 days from today.

Dated MAR 22 1989, at San Francisco, California.

G. MITCHELL WILK  
President  
FREDERICK R. DUDA  
STANLEY W. HULETT  
JOHN B. OHANIAN  
Commissioners

Commissioner Patricia Eckert,  
present but not participating

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



Victor Weisner, Executive Director

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