

Decision 89 12 044

DEC 1 8 1989

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

JOHN DAVIDSON,

Complainant,

vs.

PACIFIC GAS AND ELECTRIC COMPANY,

Defendant.

ORIGINAL

(ECP)

Case 89-07-038
(Filed July 21, 1989)

John Davidson, for himself, complainant.
Mike Weaver and Marzetta Carr, for
Pacific Gas and Electric Company,
defendant.

O P I N I O N

John Davidson (complainant) alleges that the electric meter at his Hayward business address disappeared on November 28, 1988. Pacific Gas and Electric Company (PG&E) (defendant) installed another meter which registered more than twice the prior monthly usage. Complainant seeks the return of \$700 as the overcharge on three months (December 1988 and January and February 1989) of electric service because the new meter inexplicably registered an increase in usage. Complainant further alleges that his electric service was turned off at least twice without prior notice as required by law. The March 1989 bill is also in dispute. A meter reader checked the meter on March 22, 1989 and found dials loose and the pointers not aligned. The meter was not reading correctly and it was removed and a new unit installed. Defendant has applied to have the March meter reading based on a formula applied to prior usage. The reading on the defective meter totalled about 1/3 of an ordinary month's usage.

The controversy was not resolved by compromise and a formal complaint was filed on July 21, 1989. Defendant's Answer was received on August 23, 1989 and a hearing was scheduled in San Francisco on September 15, 1989 under the Expedited Complaint Procedure.

We dismiss the complaint because the complainant has not established error on the part of PG&E. We also reject PG&E's formula for the March billing month since the company was aware of the inaccurate meter but did not take corrective action for three weeks.

Position of the Parties

Complainant testified as follows:

He owns a business in Hayward, California. He arrived at work on November 28, 1988 and discovered that his electric meter had been removed from its mount at the front of the house. He called PG&E and a representative advised that the meter had probably been stolen and promised an immediate replacement. A new meter was installed by late afternoon on the day of his telephone call.

The next electric bill was twice what prior bills had been. Both December 1988 and January 1989 bills seemed too high. The business was closed from December 24, 1988 to January 2, 1989. It was operated from January 2 through January 31, 1989 and closed the entire month of February to prove that defendant's meter was not reliable.

Complainant moved on February 1 and stayed away until February 27, 1989. Telephone calls were transferred from his business to his home phone and his employees were not allowed on the premises (he collected their keys). No lights were left on and the only outlets for electrical energy during the month of February were a refrigeration unit and a fish tank, which should have used no more than \$20 worth of power. His electric bill for February was \$282.72 (Exhibit 1).

Complainant notes that the March bill is less than half the use of the previous three months. This, he claims, shows that the meter in place during those months was inaccurate.

Complainant prays for reimbursement of \$100 on the \$220 due for December; \$400 on the \$534.64 bill for January; and \$200 on the February bill of \$282.72, for a total refund of \$700. The meter installed in March recorded a usage of \$85.04 when it was removed. Complainant is willing to pay this amount for the month of March 1989. Complainant further alleges that his service was disconnected without authority in June of 1989. It was restored, then disconnected and restored for a second time in July of 1989.

PG&E's witness testified as follows:

Complainant called defendant's office on November 28, 1988, to advise that his electric meter had been removed. A new one was installed the same day, which had been certified as accurate on July 20, 1988. Complainant received a bill of \$220 for the period from November 18 through December 19 in January and immediately called defendant's office to complain. The meter was read on January 23, again on the 25th and 27th. The meter was tested on January 31st and found to be accurate within the specifications applicable to meters. A minor adjustment was made, which did not affect the reading or accuracy of the meter. A form letter was mailed to complainant on February 9, 1989 (Exhibit 3), which advised that the meter was consistent and accurate. The meter was read on February 21, 1989 and registered a 50% decrease in use from the previous month.

A supervisor checked the meter on March 3, 1989. He noted that the meter seal was dislodged and had been removed. The meter dials had been damaged and the dial pointers were not registering properly. From March 3 to 7 the meter was checked by individuals who specialize in detecting meter tampering. It was read on March 10 and 21 as a further check on its accuracy, and the meter was removed on March 24 due to the damaged hands and

inaccurate readings. A replacement was installed as soon as the old meter was removed.

Defendant was advised on March 15 that an informal complaint had been filed. Complainant met defendant's representative on March 27, but the controversy was not resolved. Letters were sent on April 27 and May 2 and 19, but payment was not mentioned. On June 7 a notice to discontinue service in seven days was mailed to complainant and a field representative contacted him at his business. Complainant advised that the bill would be paid, but no money was received. The Commission's Consumer Affairs unit called defendant on June 7 and requested that time be extended to June 13 on complainant's service. No payment was received and complainant's service was terminated on June 14, 1989. Defendant's Consumer Affairs Division suggested that service be restored, which was done, because information was received that a formal complaint had been filed with this Commission. Defendant's representative called the Commission on July 6 and was advised that no complaint was on file. Service was discontinued again on July 10 and reconnected the same or next day, when complainant advised that he was filing a formal complaint. Complainant's bills for service are paid and up to date, except for the months in dispute.

Complainant's meter registered \$85.04 owed for electric service from February 21 to March 22, 1989. Defendant rejected this figure as inaccurate and adopted a composite total of \$208.12 (\$85.04 plus \$123.08) based on complainant's February usage less 27.3%, which reflects that less electricity is used in March than February, in the area where complainant's business is located.

Exhibit 1 lists complainant's electric bills from August 1988 through March 1989 as follows: Complainant's third electric meter was installed on March 24, 1989.

| | |
|--------------------|----------|
| August 19, 1988 | \$101.24 |
| September 20, 1988 | 163.77 |
| October 21, 1988 | 132.66 |
| November 18, 1988 | 110.07 |
| December 19, 1988 | 220.00 |
| January 23, 1989 | 534.64 |
| February 21, 1989 | 282.72 |
| March 22, 1989 | 85.04 |

Discussion

Complainant has deposited a check with the Commission in the amount of \$1,004.34 as security for any part of his account that may be owing. He has requested that this check be returned, in whole or in part, after the amount he owes the defendant has been determined.

Defendant and other utilities are required to determine the amount owed for the service they provide by reliance on accurate gas, electric, or water meters. If a meter reading is questioned, the accuracy of the meter must be determined by an inspection and certified by the inspector. Defendant has performed this function and is required to accept the meter readings. The owner of the service regulated by the meter must also accept its reading if the meter has been checked and certified as accurate within the tolerances prescribed by this Commission.

PG&E has established that an accurate meter was in place from November 28, 1988 until March 1989. From March 3, 1989 until March 22, 1989, the meter was inaccurate. However, PG&E was aware of the inaccuracy of the meter and allowed it to remain in place until March 24. Since PG&E has not charged the complainant with meter tampering, we must rely upon the metered use. The March reading of \$85.04 will be accepted as the amount owed for the billing month, and PG&E's formula approach is rejected.

Complainant owes defendant \$220 for December, \$534.64 for January, \$282.72 for February, and \$85.04 for March 1989.

Complainant was properly billed for services registered during the months of December 1988 and January and February of 1989. Since this is an expedited complaint proceeding, no separate findings of fact or conclusions of law will be made. The complaint will be denied.

ORDER

IT IS ORDERED that the complaint in Case 89-07-038 is denied.

This order becomes effective 30 days from today.

Dated DEC 18 1989, at San Francisco, California.

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

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

Wesley Franklin
WESLEY FRANKLIN, Acting Executive Director

Decision _____

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

JOHN DAVIDSON,

Complainant,

vs.

PACIFIC GAS AND ELECTRIC COMPANY,

Defendant.

(ECP)
Case 89-07-038
(Filed July 21, 1989)

John Davidson, for himself, complainant.
Mike Weaver and Marzetta Carr, for
Pacific Gas and Electric Company,
defendant.

OPINION

John Davidson (complainant) alleges that the electric meter at his Hayward business address disappeared on November 28, 1988. Pacific Gas and Electric Company (PG&E) (defendant) installed another meter which registered more than twice the prior monthly usage without justification. Complainant seeks the return of \$700 as the overcharge on three months (December 1988 and January and February 1989) of electric service. Complainant further alleges that his electric service was turned off at least twice without prior notice as required by law. The March 1989 bill is also in dispute. A meter reader checked the meter on March 22, 1989 and found dials loose and the pointers not aligned. The meter was not reading correctly and it was removed and a new unit installed. Defendant has applied to have the March meter reading based on a formula and prior usage. The reading on the defective meter totalled about 1/3 of an ordinary month's usage.

The controversy was not resolved by compromise and a formal complaint was filed on July 21, 1989. Defendant's Answer was received on August 23, 1989 and a hearing was scheduled in San Francisco on September 15, 1989 under the Expedited Complaint Procedure.

Complainant testified as follows:

He owns a business in Hayward, California. He arrived at work on November 28, 1988 and discovered that his electric meter had been removed from its mount at the front of the house. He called PG&E and a representative advised that the meter had probably been stolen and promised an immediate replacement. A new meter was installed by late afternoon on the day of his telephone call.

The next electric bill was twice what prior bills had been. Both December 1988 and January 1989 bills seemed too high. The business was closed from December 24, 1988 to January 2, 1989. It was operated from January 2 through January 31, 1989 and closed the entire month of February to prove that defendant's meter was not reliable.

Complainant moved on February 1 and stayed away until February 27, 1989. Telephone calls were transferred from his business to his home phone and his employees were not allowed on the premises (he collected their keys). No lights were left on and the only outlets for electrical energy during the month of February were a refrigeration unit and a fish tank, which should have used no more than \$20 worth of power. His electric bill for February was \$282.72 (Exhibit 1).

Defendant's employees checked the meter almost daily during the month of March 1989 although no one contacted him in person or by telephone. The meter was finally removed about the third week of March and another meter was installed. After the March installation, complainant's electric bills dropped to half of the totals assessed for December through February. Complainant

prays for reimbursement of \$100 on the \$220 due for December; \$400 on the \$534.64 bill for January; and \$200 on the February bill of \$282.72, for a total refund of \$700. The meter installed in March recorded a usage of \$85.04 when it was removed. Complainant is willing to pay this amount for the month of March 1989.

Complainant further alleges that his service was disconnected without authority in June of 1989. It was restored, then disconnected and restored for a second time in July of 1989.

Defendant's evidence is best presented in a narrative form.

Complainant called defendant's office on November 28, 1988, to advise that his electric meter had been removed. A new one was installed the same day, which had been certified as accurate on July 20, 1988. Complainant received a bill of \$220 for the period from November 18 through December 19 in January and immediately called defendant's office to complain. The meter was read on January 23, again on the 25th and 27th. The meter was tested on January 31st and found to be accurate within the specifications applicable to meters. A minor adjustment was made, which did not affect the reading or accuracy of the meter. A form letter was mailed to complainant on February 9, 1989 (Exhibit 3), which advised that the meter was consistent and accurate. The meter was read on February 21, 1989 and registered a 50% decrease in usage.

A supervisor checked the meter on March 3, 1989. He noted that the meter seal was dislodged and had been removed. The meter dials had been damaged and the dial pointers were not registering properly. From March 3 to 7 the meter was checked by individuals who specialize in detecting meter tampering. It was read on March 10 and 21 as a further check on its accuracy, and the meter was removed on March 24 due to the damaged hands and inaccurate readings. A replacement was installed as soon as the old meter was removed.

Defendant was advised on March 15 that an informal complaint had been filed. Complainant met defendant's representative on March 27, but the controversy was not resolved. Letters were sent on April 27 and May 2 and 19, but payment was not mentioned. On June 7 a notice to discontinue service in seven days was mailed to complainant and a field representative contacted him at his business. Complainant advised that the bill would be paid, but no money was received. The Commission's Consumer Affairs unit called defendant on June 7 and requested that time be extended to June 13 on complainant's service. No payment was received and complainant's service was terminated on June 14, 1989. Defendant's Consumer Affairs Division suggested that service be restored, which was done, because information was received that a formal complaint had been filed with this Commission. Defendant's representative called the Commission on July 6 and was advised that no complaint was on file. Service was discontinued again on July 10 and reconnected the same or next day, when complainant advised that he was filing a formal complaint. Complainant's bills for service are paid and up to date, except for the months in dispute.

Complainant's meter registered \$85.04 owed for electric service from February 21 to March 22, 1989. Defendant rejected this figure as inaccurate and adopted a composite total of \$208.12 (\$85.04 plus \$123.08) based on complainant's February usage less 27.3%, which reflects that less electricity is used in March than February, in the area where complainant's business is located.

Exhibit 1 lists complainant's electric bills from August 1988 through March 1989 as follows: Complainant's third electric meter was installed on March 24, 1989.

| | |
|--------------------|----------|
| August 19, 1988 | \$101.24 |
| September 20, 1988 | 163.77 |
| October 21, 1988 | 132.66 |
| November 18, 1988 | 110.07 |
| December 19, 1988 | 220.00 |
| January 23, 1989 | 534.64 |
| February 21, 1989 | 282.72 |
| March 22, 1989 | 85.04 |

Complainant has deposited a check with the Commission in the amount of \$1,004.34 as security for any part of his account that may be owing. He has requested that this check be returned, in whole or in part, after the amount he owes the defendant has been determined.

Defendant and other utilities are required to determine the amount owed for the service they provide by reliance on accurate gas, electric, or water meters. If a meter reading is questioned, the accuracy of the meter must be determined by an inspection and certified by the inspector. Defendant has performed this function and is required to accept the meter readings. The owner of the service regulated by the meter must also accept its reading if the meter has been checked and certified as accurate within the tolerances prescribed by this Commission.

The March reading of \$85.04 will be accepted as the amount owed for the month. Meter damage and erratic needle movements were observed as early as March 3, 1989, but no replacement was provided until March 24, 1989. Under the circumstances, the \$85.04 reading should be accepted as representative of the service provided by defendant from February 21 to March 22, 1989. Complainant owes defendant \$220 for December, \$534.64 for January, \$282.72 for February, and \$85.04 for March 1989.

Complainant was properly billed for services registered during the months of December 1988 and January and February of 1989. Since this is an expedited complaint proceeding, no separate findings of fact or conclusions of law will be made. The complaint will be denied.

ORDER

IT IS ORDERED that the complaint in Case 89-07-038 is denied.

This order becomes effective 30 days from today.

Dated _____, at San Francisco, California.