

ALJ/JBW/cac

Decision 90 03 017 MAR 14 1990

ORIGINAL

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Autumn Sun,)
)
 Complainant,)
)
 vs.)
)
 Pacific Gas and Electric Company,)
)
 Defendant.)

(ECP)
 Case 89-09-040
 (Filed September 28, 1989)

Autumn Sun, for himself, complainant.
Mike Weaver, for Pacific Gas and Electric
 Company, defendant.

O P I N I O N

Statement of Facts

In February of 1987 Autumn Sun moved his wife and three children (ages 13, 7, and 2 years) into a rented small rustic home located at 5886 Fern Flat Road in the coastal hill range 8 miles above Aptos in Santa Cruz County. The building, personally constructed by Sun's landlord, comprised two bedrooms, a bath, and a combination living room-kitchen. Although heated by a wood burner stove, the building otherwise was all electric with electric hot water heater, refrigerator, stove, washer and dryer, lighting, and well pump. Water was gravity flow supply from a storage tank (eight-foot tall and eight-foot diameter) drawing from an electric well pump with automatic shut off.

Sun considered his first billing (rendered February 27, 1987) for 528 kilowatt hours (kWh), representing approximately one-half month's service, "about right for our usage." However, he considered his second billing (rendered April 1, 1987) for 1,157 kWh, representing a full month's service, "excessive," and complained on April 7, 1987 to Pacific Gas and Electric Company

(PG&E), his electric utility. During his telephone call to PG&E's Mr. Ross, he told the representative he had just had a new washer and dryer delivered and hooked up.

In response to Sun's complaint, PG&E initiated its "high bill inquiry" procedure and checked Sun's meter on April 9, 1987. The meter recorded within the limits for error prescribed as acceptable by this Commission. Sun was so informed, but none-the-less continued to question the reported consumption. Sun asserts that "at this time we cut back to almost non-use of the washer and dryer."

In an effort to assist Sun in determining where usage was occurring, on April 20, 1987 PG&E suggested that Sun read his meter, turn off his water heater for 24 hours, and then reread his meter and inform PG&E of the results. PG&E has no record of any Sun response.

Recorded electricity passing through Sun's meter, and billed April 29, 1987; May 29, 1987; and June 30, 1987, was 924 kWh; 1,007 kWh; and 1,267 kWh, respectively.

On July 13, 1987, Sun again called PG&E complaining of higher bills, and again on July 22, 1987 PG&E checked Sun's meter. Again it read ".003 slow"--well within accuracy limits prescribed by the Commission. On July 24, 1987, these results were mailed to Sun.

On August 25, 1987, Sun again called PG&E to question the billed consumption. He wanted someone to come up and check his appliances. PG&E admits it told Sun that a representative would make a field call, but that it did not follow through and do so. Sun asked if he turned everything off, would the meter run anyway, and "believes" it did. He told PG&E that his landlord had once told him that during the landlord's earlier occupancy sometimes the meter would run when all was disconnected. Again it was suggested that Sun read the meter himself, disconnect the appliances for 24 hours, reread the meter, and advise PG&E of the results. Sun

states that he has been on Social Security Disability since 1974 and at the time passed three-fourths of his time in a wheelchair, but that he hired someone to do so and phoned the results in to PG&E. PG&E denies that the information was furnished.

Sun asserts that after three months' use, because of faulty water flow to the washer, the appliance did not work well, and accordingly he removed both the washer and dryer from use and stored them.

Meanwhile, Sun's recorded electric consumption continued. Billings for July 30, 1987; August 28, 1987; September 29, 1987; and October 29, 1987 were 1,227 kWh; 940 kWh; 1,133 kWh; and 1,046 kWh, respectively. The meter thereafter was not read until late January 1988, although estimated bills were sent December 1 and December 30, 1987. The three-month January 28, 1988 bill for 3,312 kWh (actually read) averaged out to 1,104 kWh each month, November, December, and January. However, Sun states that during December 1987 he was away, staying at Stanford where his two year old was undergoing surgery.

During the latter portion of 1987, Sun persisted in his contention that his electric bills were at least twice what they should have been. He also stated that he still wanted a PG&E representative to come up to his rural home and check out each of his appliances. At one point PG&E suggested that possibly a grounded well pump might be Sun's problem. Sun contends that PG&E was not responding to Sun's phone calls during this latter period.

Sun asserts that he finally realized that he was getting nowhere, and in February 1988 informed PG&E of his intention to move. On March 31, 1988, Sun again called PG&E. In that call he stated he was moving to Oregon on April 5, 1988. He also conceded that a faulty switch on the well pump may have been the source of extra consumption of electricity (later, at the hearing Sun stated that he himself replaced this faulty switch before he vacated the

rental property). PG&E asked Sun to read the meter when he was ready to leave and advise PG&E of his final reading. Sun complied.

PG&E's billings to Sun for the last months were: February 27, 1988; March 30, 1988; and April 4, 1988, for 928 kWh; 1,191 kWh; and 186 kWh, respectively.

It should be noted that during the approximate 14 months of Sun's tenancy at Fern Flat Road, Sun made only four payments that corresponded to his billings, and all four were made at least a month late. Sun made three additional payments, in November, December, and January, but these were partials to reduce his open balance. The last payment was January 8, 1988. When Sun vacated in April 1988, he left an open unpaid balance of \$466.46. After Sun's departure for Oregon PG&E made no further efforts to collect this balance, concluding the account was probably, under the circumstances, uncollectible. Sun states he made a number of calls to PG&E but that PG&E never called back.

The matter, however, does not end there. A second phase began in November 1988 when Sun moved back to the Santa Cruz area and again sought service for gas and electricity from PG&E. Upon his application he was not asked for a deposit and connection was made. Sun paid his first bill for \$60.72 on time on January 5, 1989. (Subsequent payments have been late or partial.)

But by then PG&E had matched up Sun's accounts, and asked for a service deposit of \$170. Sun insisted he had never before paid a service deposit and that he had been assured in October of 1988 by a PG&E representative that the unpaid Fern Flat balance would in no way be connected to any new PG&E service. A conference followed on January 5, 1989. PG&E agreed to review his Fern Flat usage, giving Sun the benefit of a premise that a faulty well pump switch was the cause of some of his prior usage. PG&E proposed using a monthly consumption estimate averaged as follows for retroactive application:

Electric Appliance	kWh Consumption
Lighting and Miscellaneous	100
Refrigerator	188
Dryer	83
Washer	6
Water Heater	<u>401</u>
	778 per month

Sun states now that he agreed to none of this arrangement, that at the time he didn't understand what the utility proposed to do, and finally, that one representative told him he probably would not be satisfied with the result.

PG&E's recalculation, made on the premise of a faulty water pump switch and taking into account Sun's appliances, resulted (including a calculation error in Sun's favor of \$19.52 which PG&E allowed to stand) in a non-beneficial use adjustment of \$160.27 to the prior \$466.46 balance, leaving a \$306.19 open balance on the Fern Flat Road account. PG&E offered to waive a deposit on the new Santa Cruz account provided Sun paid this \$306.19 balance, or made arrangements acceptable to PG&E for payment, and also maintained payments on his latter overdue account.

On March 3, 1989, Sun sought the informal assistance of our Consumer Affairs Branch. After investigation, the Branch found no violation by PG&E of its tariffs. It so advised Sun and closed the file. On September 28, 1989, Sun filed the present formal complaint under our Expedited Complaint Procedure. In its Answer, PG&E admitted that a \$466.46 closing bill followed by a non-beneficial use adjustment of \$160.27 were transferred to Sun's new account in Santa Cruz. PG&E avers that Sun still owes a net of \$306.19 from his prior address and asks dismissal of Sun's complaint.

As a consequence of the October 17, 1989 earthquake in the Santa Cruz mountains which closed Highway 17 to Santa Cruz and severely damaged that community, as well as the holidays and

witness vacations, hearing was postponed until January 9, 1990. At that duly noticed hearing held in the damaged civic auditorium before Administrative Law Judge John B. Weiss, both parties presented testimony and evidence after which the matter was submitted for decision.

Discussion

The complainant in this case does not allege or in any way show that PG&E has not at all times complied with the Public Utilities Code and with the utility's rules and tariffs on file with the Commission. Rather, his sole contention is that it is his "feeling" that this electric consumption while at the rural Fern Flat residence could not have been more than half of what he has been charged for. But his complaint and testimony at the hearing fail to establish any factual or rational basis to support that "feeling."

Complainant's electric meter was twice checked for accuracy and each time tested well within the limits established as acceptable by this Commission. Thus the electric power he does not want to pay for did flow through the company meter to the customer's facilities. The long established concept in energy utility operations is that utility ownership of facilities stops at the meter, and the customer owns and is responsible for all facilities on his side of the meter. (Southwest Gas Corp. (1965) 65 CPUC 89.)

While a utility, when safety problems are indicated, will send a serviceman out to look over the situation beyond its meter, and ascertain whether there exists a dangerous condition requiring red tagging and disconnection, it has no obligation to make house calls to check out appliances to determine their efficiency or uneconomical operation. Here no safety problem was indicated; all that was apparent was a customer's discontent at the size of his bill. But this discontent also had no apparent factual basis to begin with. The customer had indicated that his first one-half

month billing was "about right for our usage." The next bill for a full month service was just over twice the amount of the first consumption--528 kWh versus 1,177 kWh. The small dollar disparity is explained by the increasing rate blocks above baseline as consumption increased for a full month. Subsequent consumption varied but within reasonable parameters against this initial benchmark.

Regretably, a utility representative at one point told Sun that a serviceman would come out. Undoubtedly this raised some expectations with Sun, but when a serviceman failed to arrive and months passed Sun's expectations obviously faded with the realization no one was coming. The fact remains--responsibility for one's appliances remains with the consumer, not the utility. If a customer doubts the effectiveness or efficient operation of his appliances, he should consult a local repair service to have them checked. None-the-less PG&E did suggest during one call that any problem that might exist could be centered in a grounded well pump, and in February 1988 Sun did inform the utility that he had himself replaced a faulty switch in the water system.

Even though Sun early on had ceased making regular, much less on time, payments and had moved out owing a substantial balance, PG&E has not been indifferent to Sun's assertions. In January of 1989 it reopened Sun's Fern Flat account and in a meeting with Sun agreed to review his usage considering the appliances involved and accepting the premise that the well pump could be faulty. A non-beneficial use adjustment based on baseline rates was calculated by PG&E as set forth below:

	<u>From 2/5/87 to 4/4/88</u>	
	<u>kWhs</u>	<u>Amount</u>
As billed originally:	14,864	\$1,180.00
As adjusted usage:	9,336	729.60
Non-beneficial use	<u>5,528</u>	<u>300.13</u>
Adjusted totals:	14,864	<u>1,029.73</u>
Difference:		\$ 160.27

Sun rejects the \$160.27 adjustment as too little. He contends that the adjusted consumption still includes average monthly usage (of 89 kWh/mo.) for a washer and dryer. His statements, however, in his compliant and at the hearing, are inconsistent with regard to use of the washer and dryer. At the hearing at one point he said that the washer and dryer were removed and stored three months after he moved in--which would place the occurrence early in May. In a late April telephone call to PG&E he stated that a washer and dryer had just been delivered and hooked up. And sometime after July, during an unsatisfactory telephone exchange with PG&E's Allen, after "months and months of being told someone would come up," Sun stated "we just about stopped the use of the washer and dryer."

But even were the average monthly consumption assumed by PG&E following the January 5, 1989 meeting with Sun, 778 kWh, to be reduced further by removal of the 89 kWh assumed for the washer and dryer, the remaining 689 kWh to be billed for 14 months would total 9,646 kWh, a total higher than the 9,336 kWh PG&E calculated and used to make its non-beneficial adjustment. This is because in making its non-beneficial use adjustment PG&E erred, multiplying the 778 kWh it used by 12 months instead of the actual 14 months. Thus, PG&E's adjustment of \$160.27 should have been \$140.75. As PG&E assured the Administrative Law Judge that it would not rebill Sun for the \$19.52 difference, Sun already has received in the non-beneficial use adjustment more than the deletion of the washer and dryer for the entire period of 14 months would have provided.

Thus through PG&E's error, Sun has already received more than full credit for the washer and dryer.

It is therefore our considered conclusion that Sun owes the \$306.19 unpaid balance from his prior Fern Flat Road residence, and that nothing prevents PG&E from transferring this unpaid balance to his current account at 2130-17th Avenue, Santa Cruz. Unless Sun either pays the balance or makes arrangements acceptable

C.89-09-040 ALJ/JBW/cac

to PG&E for this past due account, he is subject to discontinuance of service.

O R D E R

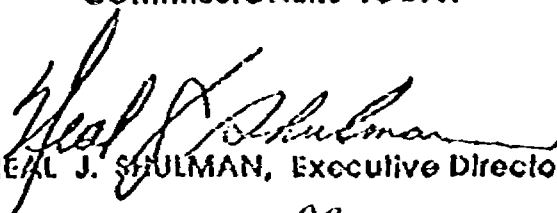
IT IS ORDERED that the complaint in (ECP) Case 89-09-040 is denied.

This order becomes effective 30 days from today.

Dated MAR 14 1990, at San Francisco, California.

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

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


NEAL J. SCHULMAN, Executive Director

PB