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Decision 90 07 015 JUL 6 1990

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Mattie Flowers,  
Complainant,  
vs.  
Pacific Gas and Electric  
Company,  
Defendant.

ORIGINAL

Case 90-02-030  
(Filed February 13, 1990)

O P I N I O N

Summary of Decision

The complaint of Mattie Flowers is denied. Defendant Pacific Gas and Electric Company (PG&E) agrees to four of the six requests for relief in the complaint. The remaining two issues have no basis. As well, one has been decided in small claims court and should not be relitigated by the Commission.

Procedural Background

After trying to resolve the matter informally with Commission staff, on February 13, 1990 Mattie Flowers filed this formal complaint. The complaint lists several causes for action by the Commission. PG&E filed an answer on March 20, 1990.

In parallel with this case Ms. Flowers filed a small claims suit against PG&E in the Municipal Court, Small Claims Division, City and County of San Francisco. That action was filed January 10, 1990. The claims in the suit are very similar to those in the present case, but not all are identical. Small claims hearing was held and judgment entered on February 28, 1990. In the judgment Ms. Flowers was ordered to pay overdue bills over a twelve month period, and PG&E was ordered to relocate the gas and electric meters to the front of complainant's house.

Details of the Complaint

Complainant claims six errors and omissions by PG&E: (1) failure to send monthly bills, (2) statements not in balance, (3) failure to notify before service disconnections, (4) following disconnections, failure to credit bills for days without service or for city taxes, (5) failure to credit bills for leakage of the gas meter, and (6) misreading of the meter cards sent to PG&E.

Complainant presents to the Commission six specific requests for relief. PG&E should be ordered to: (1) move the gas and electric meters from the side of the house to the gate, at PG&E expense, (2) send regular monthly bills, (3) provide notice of all service disconnections, (4) provide credits for city taxes from 1980 to 1989, (5) provide credits for days that service was disconnected, and (6) repair the gas and electric meters.

By comparison, in small claims court complainant claimed that PG&E was overcharging, misreading meters for higher payment, and providing inadequate service. Additional reasons for the suit were leaky gas meters, shutoff refunds, meter reading errors, overcharging for verification and averaging, charging twice for the same service, extra charges for residential services of plastic card reading and billing, refusal to provide computer printouts of accounts, and refusal to provide cash refunds in months with overpayments.

Answer by PG&E

Addressing the specific relief requested by complainant, PG&E: (1) agrees to move the meters at its expense, provided that complainant gives PG&E access to the residence, (2) agrees to send monthly bills, (3) agrees to notify before disconnections, (4) denies that any credit for taxes is due, (5) denies that any other credit is due, and (6) agrees to perform any and all needed repairs to the meters.

As an affirmative defense, PG&E argues that it has at all times complied with applicable rules and tariffs. PG&E also argues

that because complainant has chosen small claims court as the original forum for her complaint, she should be barred from bringing the complaint before the Commission. This argument is based on res judicata, the legal principle that if final judgment of a claim is made by a court of competent jurisdiction, then identical claims cannot be made again, even in a different forum.

Discussion

From the filings from the parties, we infer that complainant's meters are inaccessible or not easily read by meter readers. The customer reads the meters using plastic or paper cards (which can be found in the Forms section of PG&E's filed tariffs) and mails or otherwise makes available the results to PG&E. With respect to complainant's request that the meters be moved, PG&E has agreed to move them to the front of the house. Thereafter PG&E will read the meters, and meter reading problems should abate. In its answer PG&E conditions moving the meters upon access to the property. That access was specifically ordered in the small claims judgment. The issue of moving the meters is resolved, and no further relief need be ordered.

Complainant's request for monthly bills is accepted by PG&E, and any delays due to meter reading should be reduced by moving the meters. No further relief is necessary.

Notification before service disconnection is required by PG&E tariff rules, and PG&E agrees to comply with the rules. No further relief is necessary.

There is no basis for complainant's request for a refund of city taxes for the 1980-1989 period, or for any credit for days of service disconnection. PG&E's residential rates contain only charges for energy delivered, subject to minimum bill requirements. There is no residential customer charge or demand charge by which charges might accrue during periods of disconnection. City taxes are added to charges for energy used and are not based on days of service.

In addition, identical claims for refund of charges during shutoff periods were brought before the small claims court. The Commission should not relitigate them here. Complainant chose to take the claim to another forum, whose judgment is conclusive on this issue.

Complainant's request for refunds of city taxes and charges during shutoff periods should be denied.

Complainant's final request is that her meters be repaired. PG&E has agreed to make necessary repairs at the time the meters are relocated. Such needed repairs are an ongoing obligation of PG&E, during relocation or at any other time. We expect PG&E to honor any reasonable request from complainant for inspection for leaks, meter repair, or meter testing for accuracy.

In summary, PG&E has agreed to comply with four of complainant's six requests for relief, and the remaining two have no basis in fact or law. There is no need for a hearing. The complaint should be denied.

Findings of Fact

1. Complainant is a residential gas and electric customer of PG&E.

2. Complainant requests that PG&E be ordered to: (1) move complainant's gas and electric meters from the side of her house to the gate, at PG&E expense, (2) send regular monthly bills, (3) provide notice of all service disconnections, (4) provide credits for city taxes from 1980 to 1989, (5) provide credits for days that service was disconnected, and (6) repair the gas and electric meters.

3. PG&E agrees to move the meters to the front of the house, in substantial compliance with the complainant's request (1).

4. PG&E agrees to comply with complainant's requests (2), (3), and (6), all of which are required by PG&E's applicable rules and tariffs.

5. There is no factual basis for complainant's requests (4) and (5).

6. Complainant's request (5) is identical to an issue in complainant's suit in small claims court.

Conclusions of Law

1. Commission orders regarding complainant's requests (1), (2), (3), and (6) are not necessary because PG&E agrees to comply with the requests.

2. There is no provision in the Public Utilities Code or PG&E's rules and tariffs which would authorize granting complainant's requests (4) and (5), concerning refunds for city taxes or for charges during shutoff periods.

3. Final judgment on complainant's request (5), concerning charges during shutoff periods, was made by the small claims court.

4. A hearing is not necessary.

5. The complaint should be denied.

ORDER

Therefore, IT IS ORDERED that the complaint of Mattie Flowers against Pacific Gas and Electric Company is denied.

Case 90-02-030 is closed.

This order is effective 30 days from today.

Dated JUL 6 1990, at San Francisco, California.

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

  
NEAL J. SHULMAN, Executive Director

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