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Decision 90-12-061 December 19, 1990

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

LARA WHITFIELD,

Complainant,

vs.

PACIFIC GAS AND ELECTRIC COMPANY,

Defendant.

ORIGINAL  
PG&E (ECP) Files  
Case 90-06-021  
(Filed June 13, 1990)

Lara Whitfield, for herself, complainant.  
Mike Weaver, for Pacific Gas and Electric  
Company, defendant.

O P I N I O N

Lara Whitfield (complainant) contends that Pacific Gas and Electric Company (PG&E) charged her too much for electric service. Her consumption is allegedly much higher than that shown on her neighbor's bills. According to the complaint, PG&E explained the high bills by stating that it was unable to read the meter. She asserts that this was untrue. She further contends that a PG&E employee was very rude to her.

She asserts that she paid roughly \$1,100 to have gas and electric service restored after a discontinuance. Allegedly, she received a phone call from PG&E stating that her monthly electric bill would be reduced to \$91 per month. The caller was unable to explain the reduction.

She recently received a bill for \$14 and wishes to know why this bill is so low.

PG&E denies that complainant was improperly charged. It states that the \$14 charge was for a past due balance, not for monthly service. It admits that she did pay \$1,078.76 to have service restored. This sum includes a deposit to establish credit as provided for in the tariff, plus the unpaid balance of prior bills. Hearing on an expedited basis (Public Utilities Code § 1702.1; Rule 13.2) was held in Bakersfield on August 9, 1990.

Rudeness; Insensitive Conduct

Complainant contends that a PG&E employee was rude and sarcastic in discussing the substance of this complaint with her. Defendant did not provide even hearsay evidence to rebut this contention, even though it was specifically mentioned in the complaint.

Complainant also testified that a PG&E made a racist remark ("honkie") to a neighbor when he discovered that the neighbor was supplying power to complainant during the period when her service was discontinued. This matter was not raised in the complaint.

Finally, complainant contends that the PG&E workman, who came to perform the discontinuance, asked to have her credit history reviewed over the radio in the truck. This was embarrassing to complainant since the volume was turned high enough to be heard by her neighbors. This matter also was not raised in the complaint.

High Bills

Complainant contends that her bills were too high. PG&E explained that it had responded to her complaints over high bills by testing the meter. The tests showed that the meter was running slightly slow. It concluded that all of the energy for which she was billed had actually passed through the meter. PG&E contends that, as a matter of law, the consumer must pay for all of the energy which passes through the meter.

We find that complainant is not entitled to any refund for the high bills. The evidence shows that all energy paid for passed through the meter; complainant is obligated to pay for the energy consumed.

Unusual Consumption Pattern

PG&E's bill analysis showed a very unusual pattern. This pattern affected complainant's bills in each of the two winters during which complainant's family occupied the residence in question. During the winter months, gas consumption actually dropped, even though complainant's home has gas space heating. At the same time, there was a striking increase in electrical consumption. PG&E suggested that this pattern could be explained if the household used some form of electric space heating. Complainant denied any such use. Therefore, the cause of the very high bills in winter months remains a mystery. We will expect PG&E to make a reasonable effort during the winter months of this year to help complainant's family establish a conservation plan and to isolate the cause of high winter electric bills.

Discontinuances

Complainant contends that the utility discontinued service twice. The utility contends that it discontinued service only once. It is conceded that this discontinuance was proper because of overdue bills.

It is possible that the first alleged discontinuance of service was a power outage. In any event, power was restored quickly without request to or charges by the utility. Because there were no charges, complainant would not be entitled to reparations for the alleged first discontinuance, and it is not necessary to determine whether it was a mere outage or a discontinuance.

Notice of Discontinuance

Complainant stated that she did not receive either of the notices warning that service would be discontinued if bills were not paid. PG&E responded that the process of sending such notices is now fully automated; it offered to produce a copy of the letter which the computer would have generated if the system worked as intended. Complainant objected, pointing out that PG&E's ability to produce a "copy" is not proof that there was an original or that it was mailed on time.

Her complaint does not raise the issue of improper notice. Therefore, the PG&E representative was not given adequate notice to prepare to meet the charge. We therefore will not find that PG&E failed to give required notice.

Overcharges

We have determined that PG&E has not overcharged complainant. It is, therefore, not liable for any reparations.

Additional Discussion

The PG&E representative stated that the company regrets any conduct by its employees in the field which could have been interpreted as racist. Whether the targets of racist remarks are majority or minority, they are totally inappropriate when attributed to uniformed utility employees. We will expect this utility (and all utilities) to take steps to remind employees of that fact.

With regard to the complaints of rudeness, we will expect PG&E to counsel the employee concerned to avoid conduct which could be interpreted as insensitive or demeaning, when dealing with customers who are having economic difficulties.

We have also considered her complaint that the PG&E employee left the radio volume too high when double checking her credit history. We will not, however, require PG&E to anticipate all circumstances which might embarrass a customer during the process of discontinuing service. We should note, however, that it

can reduce the number of complaints encountered if its employees use ordinary care to avoid embarrassing customers during a discontinuance.

Findings of Fact

1. Complainant consumed all energy for which she was billed.
2. The amount complainant paid for reconnection included a deposit to establish credit, overdue bills and a reconnection charge.
3. The evidence does not show that defendant PG&E violated any tariff, General Order, or other provision of law.

Conclusions of Law

1. Complainant is not entitled to reparations.
2. PG&E was entitled to demand the amount paid to reconnect.
3. The complaint should be denied.

O R D E R

IT IS ORDERED that this complaint is denied.  
This order becomes effective 30 days from today.  
Dated December 19, 1990, 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

*[Handwritten Signature]*  
NEIL J. [unclear] Executive Director  
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