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Decision 91-08-026 August 7, 1991

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Tut Hayes,

Complainant,

vs.

Southern California Gas Company,
(U 904 G)

Defendant.

ORIGINAL

Case 90-01-044
(Filed January 18, 1990)

OPINION

Complainant Tut Hayes (Hayes) filed a complaint against defendant, Southern California Gas Company (SoCal), alleging the wrongful disconnection of service to his residence in May 1989 and collusion between Southern California Edison and SoCal. Hayes requests that his service be reconnected at SoCal's expense.

On February 22, 1990, SoCal filed an answer admitting that Hayes' gas service was disconnected without notice. On May 18, 1989, in response to a request by the owner of the premise rented by Hayes, SoCal visited the premise to remove the gas meter as part of remodeling. At that time, SoCal's representative saw demolition taking place on the property as part of the remodeling. Because demolition risked the integrity of gas service, the SoCal crew removed both the meter and the service line to the residence. Since the house line has not been replaced, service cannot be reconnected. SoCal requests that the complaint be dismissed or denied in its entirety.

Evidentiary hearing was set for August 6, 1990 in Los Angeles. Hayes did not appear. SoCal requested that the matter be dismissed due to the impossibility of granting complainant's requested relief. Service could not be restored to his residence because there was no service line. SoCal presented testimony that

its records reflect no request for restoration of the service line at this address and that the building is not occupied. This motion was taken under submission.

Two days later, Hayes came into the Commission Los Angeles office and requested that the hearing be rescheduled. He indicated to Administrative Law Judge (ALJ) Bennett that he received a copy of the notice too late to participate on the date scheduled. He had failed to inform the Commission of his new address. Therefore, the notice of hearing required forwarding by the postal service and was received just prior to the hearing date. The hearing was rescheduled for September 12, 1990. ALJ Bennett informed Hayes of the pending motion to dismiss.

On September 12, 1990, evidentiary hearing was held in Los Angeles. SoCal renewed its motion to dismiss. Hayes responded that the relief requested was not solely reconnection. He requests that SoCal be found to have violated its tariff Rule 9B which requires written notice prior to termination of service.

SoCal's motion to dismiss was denied because the facts surrounding the shutoff were not clear from the two pleadings, the complaint, and the answer. Hayes agreed to dismiss his allegations of collusion between defendant and Southern California Edison.

At the evidentiary hearing Hayes testified that on May 15, 1989, upon arriving home in the evening, he discovered his gas had been shut off. He uses gas for hot water and cooking, but not for central heating. He asked workmen at his building if they knew why the gas was disconnected. They did not. He contacted SoCal service representatives and was left with the impression that SoCal was performing routine replacement of its meters. Several months later, Hayes received a bill and disconnect warning should the bill not be paid.

SoCal's witness, Ricardo S. Venegas, testified that in January 1989, Hayes' landlord, Tong Huey, requested an estimate of the cost to relocate the gas meter. Huey indicated he intended to

remodel the premises. Shortly after this request, a SoCal representative visited the premises and gave the owner an estimate to relocate service. On May 18, 1989, Huey requested that the meter be removed on May 22. Venegas visited the premises on that date to remove the meter. When he arrived, he found three meters at the address in the same location covered with debris, heavy demolition equipment at work, and the odor of gas. The address of the meters was 6700, 6702, and 6706 (Hayes' meter) South Central Avenue. After investigation, he found a gas leak and concluded that the condition was unsafe. He requested that a SoCal distribution crew report to the site. The distribution crew arrived, inspected the site, and asked the demolition crew to stop work. The distribution crew uncovered the three meters and removed them. The SoCal crew left no written notification that service at these meters had been disconnected because they believed Hayes' premise was unoccupied. SoCal witness, C. M. Christensen, testified that it was standard practice under emergency circumstances to give oral notification of a disconnection, and to leave a written notice only if no one in authority is present. Christensen testified that if no written notice is left on the premise it is generally because someone has been notified at the time of the disconnect. She believes that the owner of the premises, Huey, who has a business on the premises, was notified that there was a gas leak at the time service was disconnected.

In December 1989, SoCal's records indicate that Hayes requested restoration of gas service at the same address. After visiting the premise, SoCal concluded it was unable to restore service because the house line had not been replaced.

Hayes contends that SoCal has violated its tariff requiring written notice before the disconnection of service. He argues that SoCal was aware in January 1989 that the meters would be disconnected and relocated due to the remodeling. Hayes

believes SoCal should have given notice before its visit to the premises in May 1989.

SoCal points out that its tariff requires that service be terminated when an unsafe condition exists and that no prior notification is required under these circumstances.

Discussion

We do not believe SoCal has an obligation to notify a tenant that its landlord has requested an estimate for relocation of a meter. After the estimate was given, the order to relocate the meter did not refer to Hayes' address. While visiting the premises, the SoCal crew saw a dangerous condition for all three meters. We find SoCal justified in removing the meters immediately without prior written notice. SoCal believes that the landlord was notified of this removal. Ironically, it is Hayes himself who testified that the landlord was on the premises in his store the same evening Hayes discovered the gas shut-off. The store is on the same property. This leads us to believe the landlord may, indeed, have been on the property at the time of the gas shutoff and was notified.

Accordingly, this complaint is denied.

Findings of Fact

1. SoCal terminated Hayes service and removed his service line when a gas leak was discovered during demolition on the service property.

2. SoCal's termination of Hayes service was reasonable and in accordance with its tariff rule regarding emergency shut-off because the odor of gas was smelled, and meters were within an area being demolished and in danger of being ruptured.

Conclusions of Law

1. Under emergency circumstances, no prior written notice of termination is required under SoCal's tariff. Therefore, the shut-off of service does not violate SoCal's tariff.

2. This complaint should be denied.

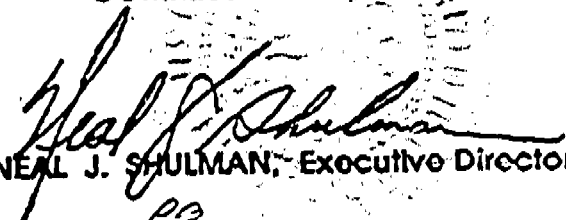
ORDER

IT IS ORDERED that this complaint is denied.
This order becomes effective 30 days from today.
Dated August 7, 1991, at San Francisco, California.

PATRICIA M. ECKERT
President
G. MITCHELL WILK
JOHN B. OHANIAN
NORMAN D. SHUMWAY
Commissioners

Commissioner Daniel Wm. Fessler,
being necessarily absent, did
not participate.

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


NEAL J. SHULMAN, Executive Director
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