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Decision 92-03-027 March 11, 1992

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

PAUL CRABILL,

Complainant,

vs.

PACIFIC GAS AND ELECTRIC
COMPANY,

Defendant.

(U 39 M)

ORIGINAL

(ECP)
Case 91-11-017
(Filed November 4, 1991)

Paul Crabill, for himself, complainant.
Mike Weaver, for Pacific Gas and Electric
Company, defendant.

O P I N I O N

Statement of Facts

Pacific Gas and Electric Company (PG&E) since October 10, 1905 has been an operating public utility corporation organized under the laws of the State of California. PG&E is engaged principally in the business of furnishing electric and gas service in California. As such, it is a public utility within the jurisdiction of this Commission.

PG&E has supplied gas and electric service to the residence at 1409 Harriet Avenue in Campbell. For approximately four years prior to April of 1991, this service was in the name of Jeff R. Stanford who resided at that residence together with a Mr. Levitt and Levitt's sister Lisa. Two years prior to April of 1991, Paul Crabill, brother of the Levitts, moved into the 1409 Harriet residence, joining the others. During the latter part of this period, Stanford operated a realty business styled "Blue Sheet" out of a converted garage on the premises.

Assertedly, the four adults informally arranged for utility payments among themselves with Stanford being responsible for PG&E, Levitt and his sister for garbage and water, and Crabill for cable service.

Early in 1991, Stanford began gradually to move out, moving to a residence at 498 Park Avenue in San Jose; this latter residence being leased to one Daniel R. Carter. The PG&E account at 498 Park Avenue is in Carter's name, although Carter allegedly lives in Morgan Hill. Assertedly, Stanford continues to operate his "Blue Sheet" realty business out of the residence leased to Carter.

On April 9, 1991, Crabill established PG&E service at 904 Teakwood Court #2 in Los Gatos. On April 12, 1991, the PG&E service at 1409 Harriet Avenue was closed out. No payments on the 1409 Harriet Avenue account had been made since December 1990, and the unpaid accumulated balance of \$469.43 remains open.

PG&E, having ascertained Stanford's San Jose address, wrote several letters to Stanford concerning the open balance and seeking an arrangement to be paid. Stanford did not respond.

Accordingly, its attempts with Stanford producing no results, PG&E resorted to its Tariff Rule 3, Section C "Individual Liability For Joint Service" provisions, and applied the open \$469.43 balance to Crabill's account at 904 Teakwood Court. Crabill denied responsibility for the 1409 Harriet Avenue account, telling PG&E to collect from Stanford.

Impasse having been reached, PG&E threatened disconnection of service at 904 Teakwood Court #2, and Crabill filed the present formal complaint after failing to obtain support from our Consumer Affairs Branch for his argument of nonresponsibility.

A duly noticed public hearing was held in Los Gatos on January 21, 1992, at which both Mr. Crabill and PG&E presented

testimony and evidence to Administrative Law Judge (ALJ) John B. Weiss, after which the matter was submitted for decision.

Discussion

While a public utility such as PG&E is under the obligation of supplying adequate, safe, and efficient service to its customers, the customers are no less obligated to pay their bills for such service. A public utility's tariffs filed with the Commission have the force and effect of law (Dollar-A-Day Rent-A-Car Sys. v. Pacific Tel. and Tel. Co. (1972) 26 CA 3d 454), and are as binding upon the utility as upon its customers (Dyke Water Co. (1963) 60 CPUC 491). Utility tariffs customarily contemplate service discontinuation for nonpayment of bills, and indeed, the normal penalty for nonpayment of a utility bill is discontinuation of service (Packard v. Pacific Tel. and Tel. Co. (1970) 71 CPUC 469.)

Whatever private arrangements the four joint occupants of 1409 Harriet Avenue had amongst themselves with regard to responsibility for payment of respective utility bills for services rendered were not binding upon PG&E. PG&E's filed tariffs with the Commission included its Rule 3-Application for Service, and Section C of that Rule read then and now as follows:

"C. INDIVIDUAL LIABILITY FOR JOINT SERVICE

Where two or more persons join in one application or contract for service, they shall be jointly and severally liable thereunder and shall be billed by means of a single periodic bill mailed to the person designated on the application to receive the bill. Whether or not PG&E obtained a

joint application, where two or more adults occupy the same premises, they shall be jointly and severally liable for bills for energy supplied. (Emphasis added.)

Stanford's whereabouts are known to PG&E. However, he is not currently a customer of record and has avoided payment of the outstanding \$469.43 closing bill for 1409 Harriet Avenue. Crabill was a co-occupant at the same premises during the period December 1990 through March 12, 1991 that the \$469.43 charges were incurred, and as provided under Rule 3-C, Crabill is "jointly and severally liable for bills for energy supplied."

In its dealings with Crabill, PG&E has acted pursuant to provisions of its filed tariff, and no evidence was alleged or presented that PG&E has done any act or thing or omitted to do any act or thing or has violated any provision of law or any order or rule of the Commission. Accordingly, pursuant to the requirements of Public Utilities Code § 1702, this complaint must be dismissed. Since this complaint is filed under our expedited complaint procedure, no separate findings of fact or conclusions of law will be made.

ORDER

IT IS ORDERED that:

1. Within 30 days of the effective date of this order, Pacific Gas and Electric Company (PG&E) and Paul Crabill shall negotiate a payment arrangement for the collection and payment, respectively, of \$469.43. If a payment arrangement is not entered into, then the entire \$469.43 shall be due and payable 30 days after the effective date of this order.

1 See PG&E Revised Cal. P.U.C. Sheets Nos. 11715-E, 11285-E, and 10876-E.

2. Should payment not be made as provided in Ordering Paragraph 1, PG&E may apply its discontinuation of service procedure against Paul Crabill.

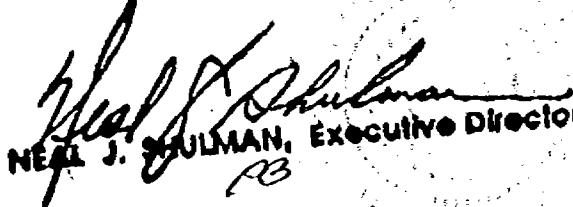
3. Except as provided above, the complaint in ECP Case 91-11-017 is dismissed.

This order becomes effective 30 days from today.

Dated March 11, 1992, at San Francisco, California.

DANIEL Wm. FESSLER
President
JOHN B. OHANIAN
PATRICIA M. ECKERT
NORMAN D. SHUMWAY
Commissioners

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


NEAL J. SHULMAN, Executive Director
RB