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Decision 92-07-047 July 22, 1992

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Carlos Lopez Magana,)
 Complainant,)
 vs.)
 Pacific Gas and Electric Company,)
 Defendant.)

ORIGINAL

Case 91-10-066
(Filed October 24, 1991)

O P I N I O N

Complainant Carlos Lopez Magana disputes the closing bill of \$502.47 from Pacific Gas and Electric Company (PG&E) for his former residence located at 3217 Johnson Avenue #4 in San Luis Obispo. Instead of owing that amount, Magana argues that PG&E owes him \$549.88 in overcharges, which he calculates based on neighbors' usage. Magana does not believe he could have used the amount billed, since neighbors in the building with the same size and type dwelling unit used only a fraction of the amount he was billed. In addition, he points out that the usage at his current residence is dramatically lower. Magana blames a faulty meter, or meter reading errors. Magana stresses that he owned very few energy-consuming appliances at Johnson Avenue, that he understands the high energy consumption of electric heat, but that he operated very frugally. Magana acknowledges that he used the ceiling heat during cold times, but did not use heat in the upper level of the apartment. Rather, the heat from the lower level rose and heated the upper level.

PG&E responds that on two occasions it had a representative meet with Magana at Johnson Avenue. No malfunction was found that could account for the high usage. The meter readings were checked, and the meter was tested and found to be operating

within the allowable limits of accuracy. PG&E found no ground condition or sign of meter creepage.

Magana entered into a verbal payment arrangement with PG&E to pay \$75 per month on the closing bill until it is paid off, but after only one \$75 payment, he ceased paying.

PG&E points out that the Johnson Avenue apartment has no gas service; it uses electricity for both space and water heating. The space heating is by means of a ceiling resistance unit. Therefore, PG&E believes comparing bills between neighbors is unreliable, owing to the high variability in usage depending on how much space and water heating is used.

At hearing PG&E presented the billing record for the Johnson Avenue apartment covering the usage of previous and subsequent residents. This document, identified as Exhibit 5, shows that the usage from October 24, 1986 to June 24, 1988, just prior to Magana's occupancy, varied from 332 to 743 kilowatt-hours (kWh) per monthly billing period. Magana's usage from June 24, 1988 to May 2, 1989 varied from 962 to 1,857 kWh per month. During the subsequent period from May 2, 1989 to February 25, 1992, the usage varied from 199 to 672 kWh per month, with most usages in the 300 to 500 kWh range.

We find Magana's arguments to be flawed and not persuasive. He argues that he did not have as many light bulbs and did not even own a stereo at Johnson Avenue, while at his current residence he has a large stereo and video games, and a computer with large capacity. However, those appliances do not consume large amounts of electricity as compared to electric heaters. At his current residence, gas is used for space and water heating, which are the large energy uses. Magana's calculation of alleged overbilling by PG&E is based on neighbors' usage, not his own. This position is flawed; the units are individually metered, and other units' consumption has no bearing on Magana's usage. The fact that he used far more electricity than his neighbors is borne

out by usage of the occupants of his apartment both prior to and after his occupancy. The highest monthly usage of either of those occupants was 753 kWh, less than half of Magana's highest usage at 1,857 kWh. Similarly, the lowest monthly usage for either occupant was less than half of Magana's lowest. An apartment using electricity for both space and water heating is capable of consuming large amounts of electricity. As PG&E points out, the ceiling heater silently turns on and off since it has no fan, so the occupant may not realize how often it is heating.

Finally, we note that the meter readings were verified, and the meter was checked and found to be accurate. No ground conditions or meter creepage exists.

Magana has not adequately supported the contentions in his complaint.

We conclude that he consumed the amount of electricity as billed. We will deny the complaint and order Magana to pay the total amount in dispute.

Findings of Fact

1. Magana filed a complaint seeking a determination that PG&E has overcharged for electric service at his former residence at 3217 Johnson Avenue #4 in San Luis Obispo. Magana argues that instead of owing PG&E \$502.47, PG&E actually owes him \$549.88.
2. PG&E checked the meter readings, tested the meter, and checked for grounding and meter creepage. No problems were found.
3. The Johnson Avenue residence uses electricity for space and water heating.
4. The occupants of the Johnson Avenue residence before and after Magana used less than half as much electricity as Magana.
5. Magana consumed the amount of electricity as billed at the Johnson Avenue residence.

Conclusions of Law

1. The complaint should be denied.
2. Magana should be ordered to pay to PG&E the closing balance of \$502.47.

ORDER

IT IS ORDERED that:

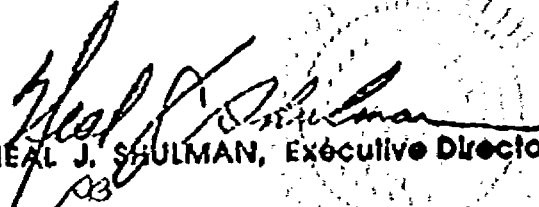
1. The complaint in Case 91-10-066 is denied.
2. Carlos Lopez Magana shall pay Pacific Gas and Electric Company (PG&E) the amount of \$502.47 billed for electric service at 3217 Johnson Avenue #4 in San Luis Obispo.
3. PG&E shall allow Magana to repay this amount over a period not to exceed one year, with equal installments and without interest.

This order becomes effective 30 days from today.

Dated July 22, 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