

ORIGINAL

Decision 82 04 088 APR 2 11982

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Joe Arreguin and
 Patricia R. Arreguin,
 Complainants,
 v.
 Pacific Gas and Electric Company,
 Defendant.

(ECP)
 Case 11056
 (Filed December 22, 1981)

Patricia R. Arreguin, for herself and
Joe Arreguin, complainants.
Robert S. West, for Pacific Gas and
 Electric Company, defendant.

O P I N I O N

This is a complaint by Joe Arreguin and Patricia R. Arreguin (Arreguins) against Pacific Gas and Electric Company (PG&E). The Arreguins allege that their gas and electric bills are too high, which they contend is due to the application of the wrong rate schedule and improper meter reading practices. The Arreguins also complain of the procedures used by PG&E in attempting to disconnect service, which they allege harassed and frightened their children. PG&E contends that it has applied the proper rate schedules to the Arreguins; the attempted disconnect was proper and in accordance with its rules and the Arreguins were properly billed for energy they used.

This matter was heard under the Commission's Expedited Complaint Procedure. (Public Utilities Code § 1702.1, Rule 13.2.) The hearing was originally calendared for February 9, 1982. On that day Mrs. Arreguin notified the Commission that her car broke down en route to the hearing. The matter was called and continued until

February 16, 1982. A duly noticed public hearing was held before Administrative Law Judge Donald B. Jarvis in San Francisco on February 16, 1982 and the proceeding was submitted on that date.

Mrs. Arreguin testified that in talking with her neighbors she discovered that her bills were higher than theirs. She complained to PG&E and asked them to investigate the situation. She was advised that her pool heater was one cause of the situation. Use of the heater was curtailed and bills continued to rise. Mrs. Arreguin also contended that, on occasion, PG&E would not read her meters. The bill for that month would be low. When the meter was subsequently read the bill reflecting the energy used would be high, causing her hardship in paying it.

Eventually, Mrs. Arreguin became dissatisfied with her dealings with PG&E and made an informal complaint to the Commission's Consumer Affairs Branch (staff). She made disputed bill deposits to the Commission. Mrs. Arreguin stated she sent what she could to the Commission with the bills. The amount deposited was not necessarily the full amount of the bill. In July of 1981 PG&E notified the Arreguins that they owed \$200.25 more than the amount on deposit and that service would be terminated if that amount was not paid. Mrs. Arreguin responded that she would not pay PG&E anything until the dispute was settled and that she was being harassed.

In October of 1981, PG&E sent the Arreguins a disconnect notice for nonpayment of bills for the amounts in excess of the disputed bill deposit. The day of threatened disconnect was a Friday. There is a disagreement as to what occurred. The Arreguins have five daughters, one of whom is 15 years old, and an adult son. Mrs. Arreguin testified the four daughters and her husband were at home on that Friday afternoon. PG&E's representative rang the bell and notified them that service would be disconnected unless the arrears

were paid by 5 p.m. Mr. Arreguin had no blank checks with him and had to leave for work. The girls could not reach Mrs. Arreguin at work. They called their brother who said he would try to get the money to the house by 5 p.m. The 15-year-old daughter told the PG&E representative, who was parked in front of the house, that the brother was getting the money and would try to be there by 5 p.m. The representative said he would not wait and drove off. The daughter became hysterical. The son obtained the money which was paid to PG&E and there was no disconnection of service. Mrs. Arreguin contends and PG&E denies that during the incident the PG&E representative parked in front of her house for 2-1/2 hours, which constituted harassment.

In November 1981, the staff resolved the informal complaint in favor of PG&E. At that time the Commission held \$888.90 in disputed bill deposits. On November 10, 1981, the money was disbursed to PG&E and credited to the Arreguins' account.

The Arreguins were dissatisfied with the disposition of the informal complaint. They intended to file a formal complaint. They did not want to make any payments to PG&E until the matter was resolved. The staff informed the Arreguins that it would not receive any more disputed bill deposits in connection with the controversy. The staff did not inform the Arreguins that such deposits could be made in connection with a formal complaint, after it was filed. This complaint was filed on December 22, 1981. No moneys have been paid to PG&E or deposited with the Commission since November 10, 1981. At the time of hearing the Arreguins' unpaid balance was approximately \$1,133. PG&E indicated it would allow the Arreguins six months in which to pay any amount found to be due it in this proceeding.

The Arreguins have the following connected load:

Gas: 36,000 Btu water heater
18,000 Btu dryer, and
110,000 Btu forced air furnace.

Electric: Range, two ovens, microwave oven
23 cu.ft. freezer
20.5 cu.ft. refrigerator
1 queen-size water bed with electric heater
1 double water bed with electric heater
3/4-hp pool pump
3 color TVs, 2 black and white TVs
4 stereos, washer, and dishwasher.

In addition, the Arreguins have a window air-conditioner. PG&E was unaware of the air-conditioner until shortly before the hearing. It had no record of the Arreguins returning the customer enclosure card which would have qualified them for an air-conditioning lifeline allowance. At the hearing PG&E indicated that it was recalculating the Arreguins' bills to retroactively credit them with the appropriate air-conditioning lifeline allowance.

The record indicates that PG&E has applied the correct rate schedule to the Arreguins. PG&E tested the Arreguins' electric meter, in the presence of Mr. Arreguin, on February 13, 1981, at the beginning of the dispute. The meter was found to be functioning within the limits of accuracy established by the Commission. The meter was tested again on January 14, 1982, and found to be functioning properly. The gas meter was replaced on January 14, 1982. The old meter was tested and found to be within the limits of accuracy prescribed by the Commission. The new meter was read on January 26, 1982. The new meter reading showed the same average daily consumption (7-1/2 cu.ft.) as the old one.

In March, April, and May of 1981, the Arreguins had dogs in in their yard. The PG&E meter reader read the electric meter from outside the yard but did not enter to read the gas meter. The amount of gas consumption was estimated. When an actual reading was taken in June, the resulting gas bill was higher. This is one of the items of complaint.

The record indicates that the dogs are no longer in the yard. PG&E introduced meter reading logs which show the gas and electric meters were read each month from June 1981 to the date of hearing.

The Arreguins are not entitled to any relief on this point. The matter is moot. However, we note that PG&E acted properly under the circumstances. Its meter readers need not go into yards where there are dogs. Other customers should not be burdened with the expense of having the meter reader return to read the meter when dogs are not present. The bills, based on estimates in these circumstances, were proper.

The Arreguins contend that they were harassed by PG&E. Part of the alleged harassment involves the disconnect notices sent by PG&E. Mrs. Arreguin testified that when she sent disputed bill deposits to the Commission she sent the amount she could afford. This was not always the amount of the bill. If a customer can dispute a bill and only deposit a portion of the amount all ratepayers may suffer. If the utility is found to be entitled to the funds and the amount is eventually paid, the customer has received free credit. If the amount is not paid, all customers will pay higher rates because of uncollectibles. It does not appear that PG&E did anything improper in applying its tariff provisions in connection

with the unpaid bills where no funds were on deposit with the Commission.^{1/}

The other facet of the harassment charge deals with the disconnection of service incident. Mrs. Arreguin contends that since she had been dealing with PG&E during the dispute, and it had her office telephone number, PG&E should have contacted her and not persons in the house. At the time of the incident PG&E's operating practices provided for personal notification of someone on the premises before a termination of service. Since the incident PG&E's rule has been modified to conform with amendments to the Public Utility Regulatory Policies Act of 1978. (Decision 93533 in OII 49.)

^{1/} Subsequent to this proceeding we adopted new rates for termination of utility service. In a case where there is both a termination and billing dispute, a deposit would not be required for that portion of the disputed bill which the complainant is unable to pay.

The rules now provide that two attempts to contact the customer must be made. Since a dispute existed and PG&E was aware of Mrs. Arreguin's office telephone number, the better practice would have been to call her. However, there is no evidence that PG&E violated any law, rule, or order of the Commission in connection with the attempted disconnect. Disconnections can be traumatic. It is unfortunate that the Arreguins' daughter became hysterical. But the attempted disconnect did not come without warning. PG&E, in accordance with its tariff, had notified the Arreguins of its intention by written notice. Overdue bills had not been paid nor were moneys for them deposited with the Commission. While PG&E could have handled the attempted disconnect in a better manner we cannot find that it engaged in harassment.

Finally, the Arreguins contend that they should be required to pay PG&E only \$169.59 rather than \$732.89, the amount alleged to be due in December 1981. PG&E contends that, with the adjustment for air-conditioning lifeline, the Arreguins have been properly billed for energy consumed.

As indicated, PG&E has applied the proper rate schedule. The electric meter was tested twice and found to be functioning properly. The gas meter was replaced. The old meter was tested and found to be functioning properly. A reading of the new meter indicated the same daily consumption as with the old meter. The magnitude of the Arreguins' bills is consonant with equipment and appliances on the premises; particularly in the light of the various rate increases granted PG&E which have affected all customers.

As all complainants, the Arreguins had the burden of proof in this proceeding. (Fremont Customers v PT&T) (1968) 68 CPUC 203, 206.) We find that they have not met this burden. The complaint should be denied. In view of the large outstanding balance owed PG&E, the following order will formalize the agreement by PG&E to permit the Arreguins to pay this amount over a period of six months.

O R D E R

IT IS ORDERED that:

1. Pacific Gas and Electric Company shall allow Joe Arreguin and Patricia R. Arreguin a period of six months to pay the unpaid balance of their gas and electric bills outstanding on the effective date of this decision. This provision does not apply to current and subsequent billings.

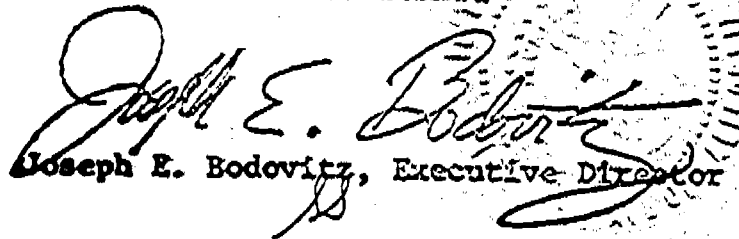
2. In all other respects the complainants are entitled to no relief and the complaint is denied.

This order becomes effective 30 days from today.

Dated APR 21 1982, at San Francisco, California.

JOHN E. BRYSON
President
RICHARD D. GRAVELLE
LEONARD M. CRIMES, JR.
VICTOR CALVO
PRISCILLA C. CREW
Commissioners

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


Joseph E. Bodovitz, Executive Director

were paid by 5 p.m. Mr. Arreguin had no blank checks with him and had to leave for work. The girls could not reach Mrs. Arreguin at work. They called their brother who said he would try to get the money to the house by 5 p.m. The 15-year-old daughter told the PG&E representative, who was parked in front of the house, that the brother was getting the money and would try to be there by 5 p.m. The representative said he would not wait and drove off. The daughter became hysterical. The son obtained the money which was paid to PG&E and there was no disconnection of service. Mrs. Arreguin contends and PG&E denies that during the incident the PG&E representative parked in front of her house for 2-1/2 hours, which constituted harassment.

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