

Decision 82 12 007 DEC 1 1982

ORIGINAL

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA  
Patricia Son,

Complainant,

vs.

Pacific Gas and Electric Company,

Defendant.

(ECP)  
Case 82-08-13  
(Filed August 30, 1982)

Welfare Recipients League, Inc., by  
Douglas Capogrossi, for Patricia  
Son, complainant.  
Richard S. West, for Pacific Gas and  
Electric Company, defendant.

### O P I N I O N

#### Summary

Disputed charges were properly submitted for utility service actually rendered. Defendant was reminded that all customers are entitled to courteous treatment. The complaint is denied.

#### Nature of Complaint and Answer

Patricia Son (complainant), a resident of San Jose, filed this complaint on August 30, 1982 against Pacific Gas and Electric Company (defendant) according to the Commission's Expedited Complaint Procedure (ECP). Complainant alleges that:

1. Her gas meter has been indicating consumption of over 60 therms per month although her only gas appliances are a water heater and a gas range.

2. Defendant has billed her for electric usage during January and February of 1982, during which time her electric service had been disconnected.
3. Defendant required her to pay a \$200 bill that had been incurred by the prior resident of her home before defendant would establish service.
4. Defendant was not reading her meters but was estimating excessive usage of gas and electricity, blaming loose dogs in the backyard and the insecure nature of the neighborhood.
5. Defendant's credit and collection personnel had treated her rudely and disrespectfully when she unsuccessfully attempted to resolve the billing problem. (Specifically, a payment of \$14.95 was misapplied to her uncle's address because of her uncle's signature on the money order used in payment. Before locating the misapplied payment she was subjected to sarcastic remarks and accused of fraud and lying.)
6. A \$150 deposit paid to establish credit at her former residence was never returned.

Defendant seeks an order of the Commission:

1. Resolving the money issue.
2. Providing for the money owed her to be returned or properly credited to her account.
3. Requiring defendant to inspect properly and to correct both the gas and electric meters.

4. Readjusting past readings to reflect properly the usage of her family.
5. Correcting the historical files concerning the dogs and the nature of the neighborhood.
6. Reprimanding defendant's credit department personnel for improper public contacts.

In its answer, filed October 14, 1982, defendant claims that it has correctly billed complainant for actual usage of gas and electricity at her residence since service has been established. The gas and electric meters have been read by a meter reader on every regularly scheduled reading date, except on November 13, 1981, when no gas meter was installed. The electric meter was tested on May 25, 1982 in the presence of complainant, and the gas meter was tested on June 21, 1982. Both meters were operating within limits of accuracy prescribed by defendant's Rule 17. Defendant denies the allegations contained in the complaint and requests that the complaint be dismissed.

Defendant's answer was filed on October 14, 1982, 14 days after the time specified by the Commission's Rule of Procedure 13.  
Public Hearing

A public hearing was held before Administrative Law Judge (ALJ) Parke L. Boneysteele at San Francisco October 20, 1982. Complainant and her representative arrived 45 minutes after the scheduled time of the hearing. Complainant testified for herself. Robert S. West, senior consumer affairs specialist, testified for defendant. Glen D. Hanson, consumer affairs specialist, explained defendant's meter testing procedures.

Complainant's Showing

At the hearing complainant explained the basis of the complaint. She asked that her outstanding bill (\$792.12 as of September 22, 1982) be reduced by \$610. determined as follows: ✓

\$160	Approximate amount of billings which complainant could not verify.
\$300	Initial bill. comprised of \$200 demanded for unpaid bill of former tenant and \$100 deposit.
\$150	Unrefunded deposit from former address.
<hr/>	
\$610	

Complainant testified that she was unable to verify approximately \$160 of defendant's charges and that she had been billed for service for January and February of 1982 even though the electric service had been shut off at the pole. She said that when she moved into the property a representative of defendant appeared at the door, produced identification, and demanded payment of the former tenant's bill plus a deposit to establish credit. Complainant paid him \$300 in cash but received no receipt. She also said that the deposit from her former residence had not been refunded.

Complainant said she was living in a large two-story house of 2,000 square feet in area. The house was inhabited by complainant, a friend, and the friend's five small children. The gas furnace had been disconnected from the gas supply, leaving only a gas range and water heater as connected gas-using appliances. The inhabitants had access to a supply of firewood which they burned in the fireplace and used neither gas nor electricity as a source of heat.

She could not explain the high usage and thought that her meter readings were being estimated. Defendant's credit people had told her that her meter readings were being estimated because of untied dogs roaming the backyard and the unsafe nature of the neighborhood. She countered that she only had one small puppy and it was tied at the rear of her property, far from the meters. She denied that the neighborhood was unsafe. The residents of her street were mostly elderly people and crime or violence had not been a problem. Complainant said an employee of defendant had told her that her gas meter leaked and the electric meter was very old.

In answer to questions by defendant's representative West, complainant admitted that a travel trailer had been and is parked on the property and connected to defendant's electric service facilities. She said, however, that it was uninhabited during the period in question but has recently been rented. She admitted that several windows in the house had been broken but they had been covered with plastic for weather protection. She also admitted that she had agreed to a plan for paying the utility bill overage but this plan had broken down when the sympathetic credit person in defendant's local office who was complainant's contact had been transferred to another job.

Defendant's Showing

Defendant's witness West testified that complainant had been billed according to filed tariffs and that both meters had been tested for accuracy. The gas meter was removed to the utility's meter shop and replaced with another, but the electric meter, because of its being an older model that would be difficult to replace, was tested in place. West denied that the electric service had been disconnected at the pole during January and February but that gas and electric service had been discontinued for nonpayment on October 20, 1981 and electric service on October 27, 1981. Gas and electric

service were restored on December 2, 1981, when a payment was made on account. He admitted that complainant had been billed during this period but stated that this was because the billing periods did not coincide with time that the service was disconnected.

West testified that a 36,000 Btu water heater could use 257 therms monthly alone and the range could use twice that amount, should the range and oven be used for space heating. He said a service representative had checked the home for gas leaks and had found none.

West produced copies of defendant's PG&E statements of account for complainant's present and former residences, the results of gas and electric meter tests, the meter book page for her address, and a record of January 1982 temperatures at the San Jose airport.

These documents, stapled together, were identified and admitted as Exhibit 1. West explained that the deposit made to establish credit at complainant's former address was actually \$55, not \$150 as claimed. This deposit had been applied to the unpaid balance of \$141.54 and the remaining \$86.54 had been transferred to the account at the new residence. He said that \$55 was the standard deposit for new service. West testified that defendant never attempted to collect bills of former tenants from new residents. He said the former tenant had left an unpaid bill that was written off as being uncollectible. He said he was aware of no instances of his 16 years with defendant's credits and collections department that collectors had failed to give a receipt and then withheld collected funds. There have been very few instances of collectors failing to turn over all funds collected. There have been, however, recent instances of people posing as defendant's employees for the purpose of gaining access to residential premises to rob them but West has never known of an unauthorized person's posing as one of defendant's bill collectors.

West said that complainant was receiving a lifeline allowance for heating, even though the furnace was not in service. He also observed that a note on the meter book page for complainant's address indicated "watch dogs". In response to a question from the ALJ he agreed that the note could have applied to the previous resident, whose name appeared at the top of the page.

West referred to the temperature records for January 1982 which showed three days of 32 Fahrenheit minimum readings, an average minimum of 41.2 and an average of 49.3, which he said could account for the high January 14 bill of \$245.37 and February 12 bill of \$239.05.

Prior Informal Complaint

With the agreement of the parties, the ALJ incorporated the file of the informal complaint that preceded this expedited complaint into the record. The file generally paralleled the testimony of complainant and defendant. Using complainant's initial informal complaint and Exhibit 1, it is possible to account for the exact sum of \$162.21 that defendant claims is an overcharge, as follows:

	<u>Complainant</u>	<u>Defendant</u>	<u>Difference</u>
Gas Billing	\$ 641.45	\$ 641.45	
Electric Billing	582.26	608.11	\$ 25.85
City Tax		49.82	49.82
Transfer of balance due from former residence		86.54	86.54
Total	\$1,223.71	\$1,385.92	\$162.21

The \$25.85 disputed amount in billing represents the electric bill due on the termination of service on October 27, 1981.

Discussion

From the testimony of all the parties it is apparent that the charges were properly submitted for service actually rendered. Had there been any misreading of the meter or estimated readings they would have been picked up when the meters were tested. It is possible that complainant confused the November shut-off with the January shut-off. The gas meter was removed during the November shutoff and its reading was verified twice during the period in question.

The record indicates that the deposit from the prior residence was properly collected and applied. Defendant has no record of receiving the \$300 complainant claims that she gave to one of defendant's collectors. Absent proof of payment it is evident that she was cheated by an unknown person.

It is apparent, however, that complainant could have been treated more courteously yet still firmly. She could have been shown the derivation of the \$162.21 amount she claimed was unverified; and since the meter readings at the shutoff and tests indicated the meters were being read correctly, references to loose dogs and dangerous neighborhood as a justification for estimated readings were gratuitous. Defendant's casual attitude is evidenced by its failure to answer the expedited formal complaint until 14 days after the prescribed time.

At the hearing complainant disclosed the income of the household and the amount is obviously insufficient to sustain the level of utility service the household is using. Future confrontations are likely. The Commission reminds defendant that most customers are sincere in their complaints and all are entitled to courteous treatment. Complainant should seek counseling and advice on how to reduce drastically the utility consumption of her household and how to pay the accumulated utility bill.



The relief requested by complainant except for her request that she be treated courteously by defendant is denied. The complaint is denied.

Because both parties were derelict procedurally, defendant being late with its answer and complainant late to the hearing, the Commission will, under Rule 87, overlook the procedural irregularities. Under Rule 13.2(e), we make no separate findings of fact or conclusions of law.

O R D E R

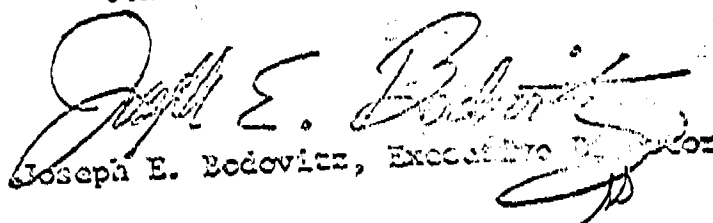
IT IS ORDERED that the complaint is denied.

This order becomes effective 30 days from today.

Dated DEC 1 1982, at San Francisco, California.

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

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

  
Joseph E. Bodovitz, Executive Director

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