

ORIGINAL

Decision No. 87643 JUL 26 1977

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

KATHRYN T. VLAHANDREAS,
Complainant,
vs.
PACIFIC GAS & ELECTRIC COMPANY,
Defendant.

Case No. 10014
(Filed December 2, 1975)

Kathryn T. Vlahandreas, for herself,
complainant.
Kathy Graham, Attorney at Law, for
defendant.

O P I N I O N

Complainant Kathryn T. Vlahandreas owns a 24-unit apartment house at 1926 Sixth Avenue, Oakland, which receives gas and electric service from defendant Pacific Gas and Electric Company (PG&E). The complainant alleges that PG&E billed her incorrectly from December 1974 through March 1975. Bills rendered for that time totaled \$846.25 for gas and \$608.11 for electric service.

Complainant made a partial payment and paid all subsequent bills, and PG&E agreed not to discontinue service pending resolution of this complaint. Hearing was held in San Francisco on February 11, 1976.

Complainant testified that in order to renovate the building, which had fallen into general disrepair, she terminated all tenancies in December 1974 and the building stood vacant from then until September 1975, except for occupancy of a caretaker who stayed in a studio apartment.

During this period, at least after the first week, the gas heat was disconnected from the hot water heater and the caretaker was furnished electricity only. Each of the other apartments contained an electric stove and refrigerator, but the building was boarded up after the first week (except for the one studio apartment) and a guard dog was kept on the premises. The laundry room was boarded up because of previous vandalism and even the caretaker could not use it. Various repairmen and renovators entered the building, starting in March.

Complainant's bookkeeper, Mrs. Donovan, testified to certain billings to show that the bills for this unoccupied period were practically the same as when it was fully occupied.

Complainant's repairman, Mr. Carlock, testified to the condition of the premises during the period of disputed bills. He stated that both the hot water and heating systems were turned off, and he marked the gas meter to check for leaks. He noticed an odor around the gas meters. The evidence shows that the building had been vandalized. Apparently this occurred during the period of previous occupancy and during the first week of vacancy, before the building was secured.

Both Mrs. Donovan and Mr. Carlock testified to various meetings with PG&E personnel.

PG&E presented the testimony of employees who inspected the premises and who tested the meters. The meters were found to be slightly slow, but were within allowable tolerance. A billing analysis was performed to determine whether the complainant was billed at the correct rates (the correct rates were used). A nonregistering gas leak (i.e., one which would not show usage on the gas meter) was found in the house line.

The facts, when briefly summarized as above, appear much neater than when explored in detail. The sequence of events as actually related by Mr. Carlock is confusing. However, there does not seem to be any reasonable way to assume that the billings in question resulted either from defective (fast-running) meters, incorrect meter readings, or improper billings.

Based on a preponderance of the evidence, we must assume that the billings resulted either (1) because the usage actually took place, or (2) because unauthorized persons tampered with the meters. Vandalism had occurred to the building, which was not immediately repaired, and which easily could have resulted in damage to the electric and gas systems. The building was not secured for the first week or two. In March, workmen began entering the premises for renovation, and could have made use of the electricity. Complainant never asked PG&E for a gas or electric shut-off during the period in question.

While a caretaker lived on the property, he was not there at all times to watch for possible unauthorized entry. In fact, because of his absence, the meters could not be read during January and February. This, of course, aggravated the situation, since gas leakage, unauthorized electrical usage, or damage to the electrical system could have been detected after approximately one month rather than three months.

In any event, such happenings are the responsibility of the property owner, who has control of the premises, not the utility. In unfortunate situations such as these, we wish to review the facts scrupulously to prevent a customer from being unfairly billed; however, we must conclude that, based upon a preponderance of the evidence, complainant owes PG&E the amounts billed for the period in question.

Findings and Conclusions

1. Complainant was correctly billed by PG&E for gas and electric service at 1926 Sixth Avenue, Oakland, for the period which is the subject of this complaint.
2. Complainant is not entitled to any relief in this proceeding.

O R D E R

IT IS ORDERED that the relief requested is denied.

The effective date of this order shall be twenty days after the date hereof.

Dated at San Francisco, California, this 26th day of JULY, 1977.

Robert Bateman
President
William S. ...
Vernon L. ...
Richard D. ...

Commissioners

Commissioner Claire T. ...
necessarily absent, did not participate
in the disposition of this proceeding.