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ORIGINAL

Decision No. 88704 APR 18 1978

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

GEORGE DAVID,

Complainant,

vs.

PACIFIC GAS AND ELECTRIC
COMPANY,

Defendant.

Case No. 10442
(Filed October 12, 1977)

George David, for himself, complainant.
Harry W. Long, Jr. and Bernard J. Della Santa,
Attorneys at Law, for defendant.

O P I N I O N

The complaint requests that money applied to a tenant's utility bill be returned to complainant and that defendant be required to collect from the tenant, who no longer resides on the premises.

Complainant testified that he rented premises to a tenant after the latter agreed to be responsible for utility bills. The premises include another vacant apartment and a studio, which was occupied by an elderly man. All units were on a single meter, which was explained to the tenant. The rental dated from September 1, 1976; in December or January complainant realized that the account had not been transferred to the tenant's name. Complainant telephoned and advised defendant's representative that the tenant had agreed to assume the responsibility for utility bills. The tenant paid the rent through May 1977, and then moved out after leaving certain items of personal property on the premises. No rental was received for four months and the apartment was empty, since it was uncertain whether the tenant would return. The tenant removed all personal property and left officially in September of 1977.

Complainant realized in May 1977 that the utility bill had not been paid for several months. He asked the tenant about the agreement to pay for utilities and the latter was uncooperative. After several conversations with the tenant and defendant's representatives, complainant realized that defendant did not send a bill for December, January, or February. When the bills were received in March, April, and May, the amount owed was substantial, with the May bill totaling \$463.87 for the period from September 1, 1976 to May 20, 1977. Complainant and the tenant were represented by attorneys who discussed the situation with defendant's representatives in May and most of June. During the latter month defendant gave notice that utility service would be disconnected unless some effort was made to pay the amount owed for past service. Defendant did suspend service on July 11, 1977 and restored it on August 5, 1977 after complainant promised to pay the amount owing to defendant.

Defendant's representative testified that complainant called defendant's customer service unit about December 1, 1976 to request that the gas and electric service at the building he owned be transferred to the tenant's name. This was done, but due to error no bill was sent for the months of December, January, or February. Billing under the new account started in March 1977 and continued until May, with the last bill totaling \$463.87. The customer service unit did not realize there was a controversy until the tenant filed an informal complaint with the Public Utilities Commission which was referred to defendant on May 18, 1977. The tenant complained that she was being billed for all three units, rather than for the single apartment that she occupied. She further complained that the property owner had placed the utility accounts for all three units in her name, without her permission. Defendant's representatives never spoke to the tenant. The account was transferred by the complainant and later discussions were held with the tenant's attorney. Defendant therefore had no contact or contractual relation with the tenant and primary liability for the claim remained with the

complainant. On August 1, 1977, complainant's attorney called defendant's customer service unit and advised that the complainant would pay the bill. There was no indication at this time that complainant would contest the claim.

Defendant's witness stated that accounts are not transferred as a rule unless requested and authenticated by the transferee. Complainant was a customer and a property owner, so an exception was made.

There is nothing in writing to indicate that the tenant agreed to pay the utility bill. Complainant's liability therefore continued as though he had never requested that the account be transferred. There is no legal basis on which the defendant could collect from the tenant.

Findings

1. Complainant rented certain premises on September 1, 1976 to a tenant who verbally promised to pay all future utility bills.
2. The tenant paid nothing on the account and never called defendant to assume responsibility.
3. Complainant thereupon called defendant's customer service unit without advising his tenant to request that responsibility for payment of utility bills be transferred to the tenant.
4. The tenant complained after being billed that she was being charged for utility usage at three apartments while occupying only one. She refused to make any payment on the account.
5. The transfer was not authorized and has no effect.
6. Complainant's duty to pay was not relieved by the ineffective effort to transfer the account to his tenant.
7. Defendant has no legal right to collect from complainant's former tenant.

We conclude that the relief requested in the complaint should be denied.

ORDER

IT IS ORDERED that the relief requested in the complaint is denied.

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

Dated at San Francisco, California, this 18th day of APRIL, 1978.

Robert Bateman
President
William Sproull Jr.
Vernon L. Sturgeon

Commissioners

Commissioner Richard D. Gravelle, being necessarily absent, did not participate in the disposition of this proceeding.

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