

ORIGINAL

Decision No. 88990 JUN 27 1978

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

CHRISTOPHER R. and JOANNE E. GREEN,)

Complainants,)

vs.)

SAN DIEGO GAS & ELECTRIC COMPANY,)

Defendant.)

(ECP)

Case No. 10506

(Filed February 22, 1978)

JoAnne E. Green, for Christopher R.
Green and for herself, complainants.
Robert E. Burge and Dee Anna Schacht,
for defendant.

OPINION AND ORDER

This is an Expedited Complaint Procedure pursuant to Rule 13.2 of the Rules of Practice and Procedure and Section 1702.1 of the Public Utilities Code. Public hearing was held before Administrative Law Judge Wright in San Diego on April 26, 1978.

On October 27, 1977, complainants' electric service was shut off by defendant for nonpayment of a \$31.89 bill for September service, the check in payment thereof having been mailed by complainants on October 24. Complainants were required to directly pay again the \$31.89 which had already been sent by complainants but not yet received by defendant, a \$10 reconnection charge, and arrange a \$50 deposit to secure the payment of future bills. They seek the return to them of the reconnection charge and the deposit, with interest.

Complainants own their own home and have been customers of defendant for years, always, with one exception, paying their current bill by the end of the month, although not usually within

the period of 15 days after presentation as provided in the applicable tariff. The one exception caused shutoff of their service.

The bill for August service in the amount of \$26.52 was not paid in September and appeared as past due on the bill received by complainants on or about October 5. On October 8, complainants mailed the past-due amount of \$26.52 to defendant, assuming they were thereby entitled to pay the current amount in the usual manner, i.e., by the end of October.

Defendant, not having received the past-due amount mailed on October 8 until October 14, sent a notice of past-due account on October 12 informing complainants that they must pay both the current and past-due amounts by October 19 to avoid shutoff. Complainants, with the knowledge the past-due amount was paid but apparently not yet credited to their account, continued to believe they could pay the current bill at the customary time.

On October 24, complainants received defendant's "final notice" demanding payment of the current bill of \$31.89 at the defendant's offices within 24 hours to avoid shutoff of service. Complainants immediately wrote and posted a check for the stated amount, testifying that direct payment was not possible as their children were ill on that day and their car disabled.

Shutoff occurred on October 27, causing complainants to directly pay again the \$31.89 balance together with the reconnection charge and to arrange later payment of the \$50 deposit.

At the hearing defendant testified that, while the tariff provides that accounts are past due 15 days after presentation, customers are accorded thirty days' credit. The only time shutoff action normally comes into play, according to defendant, is upon sixty days' delinquency.

Discussion

Based on the pleadings and the facts disclosed at hearing, the relief requested by the complainants should be granted. First, while the complainants' payment for August service was past due when paid and was mailed long after expiration of defendant's credit period, it is not this delinquency which occasioned the shutoff. Rather, it was the defendant's failure to receive the demanded current charges (September service) which led to discontinuation of service. The complainants, however, had received their charges for September on or about October 5, which, in accordance with defendant's tariff, would have become delinquent on October 20, not October 19, the date payment was demanded by defendant. Thus, when the complainants received the defendant's past-due notice of October 14, as to the current charges, they were not delinquent.

Secondly, complainants made a reasonable effort to and did substantially comply with defendant's demand for payment. Even though defendant normally extends 30 days' credit and will not discontinue service until 60 days' delinquency has transpired, neither of these traditional non-tariffed policies were extended to the complainants. It should also be noted that, as far as the record discloses, the complainants traditionally paid their bill at the end of the month, beyond the 15-day deadline prescribed by defendant's tariffs, without complaint by the defendant. Under such circumstances and given what was most likely a billing confusion in this case, the defendant has acquiesced in complainants' past payment practices and should not be heard to complain in this instance.

IT IS ORDERED that the relief herein requested be granted. Within thirty days after the effective date of this order, the defendant, San Diego Gas and Electric Company, shall make payment to the complainants, Christopher R. and JoAnne E. Green, of \$60.00 with interest at seven percent per annum, computed from October 27, 1977 to the date of payment by defendant as ordered herein, in restitution of charges of \$10.00 for reconnection and \$50.00 deposit.

The effective date of this order shall be the date hereof.

Dated at San Francisco, California, this 27th
day of JUNE, 1978.

I dissent
William J. Green, Jr.

President

Commissioners

Commissioner Robert Batinevich, being necessarily absent, did not participate in the disposition of this proceeding.