

Decision No. 91237 JAN 15 1980

ORIGINAL

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA
ROSALINE GEORGE,

Complainant,

vs.

SOUTHERN CALIFORNIA GAS
COMPANY,

Defendant.

(ECP)
Case No. 10783
(Filed September 14, 1979)

Rosaline George, for herself,
complainant.

R. B. Puckett, C. A. Chia, and
M. A. Patterson, for defendant.

OPINION AND ORDER

Complainant, Rosaline George, seeks an order requiring defendant, Southern California Gas Company, to immediately restore gas service to her premises and assist in restoring all appliances to proper working order; to repair all of its facilities utilized for providing service to complainant and perform a proper leak test on complainant's facilities in the presence of complainant and a representative from this Commission's staff; to provide complainant with consumption, billing factor, and amounts billed from May 1977 to date; to restrain defendant from harassing complainant; and to refund to complainant an equitable amount for alleged overcharges occurring in the past three years.

This matter was heard in accordance with the Expedited Complaint Procedure on November 16, 1979 in Los Angeles by Administrative Law Judge N. R. Johnson pursuant to Rule 13.2 of the Commission's Rules of Practice and Procedure, and the matter was submitted upon receipt of late-filed Exhibit 1 on November 21, 1979. Testimony was presented on behalf of complainant by herself and on behalf of defendant by one of its representatives.

The evidence shows that:

1. Upon being notified by complainant that the meter serving complainant's premises had been damaged, defendant replaced the meter but not the associated piping and erected a protective barrier on May 12, 1977.

2. On December 1, 1977 complainant notified defendant that her meter had been overread by 26 units on November 25, 1977 which, after verification by a serviceman and several discussions, resulted in a corrected bill being sent on December 13, 1977.

3. On March 9, 1978 complainant telephoned defendant and complained of her high gas bills for January 1978 (\$63.93) and February 1978 (\$61.48). She was informed that if defendant discovered any of its equipment was defective, it would be corrected and complainant would be reimbursed for any overcharges.

4. Complainant had telephone conversations with or service calls by defendant's representatives regarding gas leaks, high bills, and improper meter operation and/or appliance operation on March 24, May 11, August 31, and September 1, 15, 20 and 22, 1978. No high bill investigations or leak detection tests were performed during this period.

5. On February 21, 1979 defendant arranged to have complainant's meter replaced on February 27, 1979. It was her understanding that defendant's serviceman would contact her and check for gas leaks and improper appliance operation.

6. On February 27, 1979 complainant's meter was changed with a meter change device, and she was not contacted.

7. On March 1, 1979 a new automatic shutoff device was installed on complainant's oven at no charge because of complainant's claim that it had become inoperative as a result of the meter change.

8. As a result of several telephone conversations and/or letters, arrangements were made for defendant to perform a complete high bill investigation at complainant's premises on April 3, 1979. A 10 cubic-foot per hour house-line leak was discovered. Complainant alleged that the test results were inconclusive because of a service cock leak. The service cock was replaced on April 5, 1979.

9. At complainant's request, service was not discontinued as provided by defendant's tariffs so as not to interfere with a wedding at the premises scheduled for April 15, 1979.

10. Service was discontinued on May 2, 1979 as defendant found no evidence that the leak had been repaired. At that time 19 cubic feet of gas per hour was registering on the meter.

11. At the hearing, the presiding Administrative Law Judge requested defendant to perform a leak detection test on November 19, 1979 to be witnessed by complainant and a member of the Commission staff, and to submit the results of this test, together with the degree day deficiencies for the area from December 1976 through April 1979, as late-filed Exhibit 1.

12. Late-filed Exhibit 1 showed that the leak detection test was performed on November 19, 1979, as scheduled. The inlet side of the meter set assembly was first dismantled and the service cock was found to not be passing gas in the "off" position. After the assembly was reassembled, the plug from the outlet tee was removed to permit the installation of a manometer as a part of the test. Some water flowed out of the house line onto the street. After the service cock was turned on, the appliances were checked and soap tested to insure no passage of gas through these appliances. A clock test was then performed and indicated a leak of between four and three cubic feet of gas per hour. In addition, a clock test of one-hour duration was performed which indicated no leak in defendant's service facilities. In compliance with its tariffs and applicable safety orders, defendant left the gas service discontinued until such time as it can verify that the house line leaks have been repaired.

Discussion

It is obvious from the record in this matter that the amount of gas for which complainant was billed actually passed through the meter. It is equally obvious from the service calls and/or gas leakage tests that there is a leak in complainant's house piping that apparently varies between 3 and 19 cubic feet per hour. It is axiomatic that complainant derives no benefit from such leaking gas and that defendant incurs the same cost for gas delivered to a customer's premises irrespective of whether or not the gas is consumed. It would appear that a reasonable compromise solution, generally in keeping with defendant's adjustment

policy, would be to split the difference for the period from three months prior to when a leak test was to have been made coincidental with the meter replacement to the time service was discontinued, i.e., November 27, 1978 to May 2, 1979. Consequently, the order that follows will provide for a 5 cubic-foot per hour adjustment for that period.

It is noted from Exhibit 1 that the degree day deficiencies, the commonly used measure of relative coldness, for the months of December 1978 and January and February 1979 substantially exceed the recorded degree day deficiencies for comparable periods from 1976 through November 1, 1978. Consequently, it is to be expected that gas bills for these months would be for substantially more gas than for the corresponding periods of previous years, as was the case in this matter.

IT IS ORDERED that:

1. The relief requested is denied.
2. Defendant shall adjust complainant's account downward by \$48.40, equal to the charge for 5 cubic feet of gas per hour for the period November 27, 1978 to May 2, 1979.

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

Dated JAN 15 1980, at San Francisco, California.

I dissent
Clair J. DeWick

John E. Byrnes

President

Thomas L. Steingard

Richard W. Swick

[Signature]

Commissioners