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Decision 95-07-009 July 6, 1995

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA  
Lucille C. Dumbrava, Complainant,

vs.  
Citizens Utilities, Defendant.

(ECP)  
Case 95-03-023  
(Filed March 17, 1995)

ORIGINAL

Complainant, Lucille C. Dumbrava, for herself, complainant, and  
H. E. Niederberger, Jr., for Citizens Utilities, defendant.

Complainant, Lucille C. Dumbrava, complains that defendant, Citizens Utilities, has overcharged for water consumption, kept false and inaccurate records of her consumption, failed to explain the inaccurate charges, failed to check or replace her meter, failed to resolve an inaccurate billing and on three occasions threatened to disconnect complainant's service due to non-payment of disputed bills while a Commission complaint was pending. Complainant requests a refund of \$156.77.

OPINION

Defendant denies these allegations. Defendant answers that it has made repeated attempts to discover the cause of complainant's high consumption by performing onsite inspections and replacing the meter. Defendant admits that complainant's bill for November 1989 contained an inadvertent transposition of numbers in the meter reading and that the bill was promptly adjusted without an inquiry by complainant. Defendant contends the disconnect notices were inadvertent and it has explained to complainant that her service is not in jeopardy of disconnection.

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A hearing was scheduled in Felton, California on April 21, 1995. Defendant appeared and was represented by William M. O'Brien, Area Representative, and H.E. Niederberger, Jr., Manager of Operations. Complainant failed to appear.

Subsequently, on April 24 complainant sent a written request to reschedule the hearing. She apologized for any inconvenience by her failure to appear on April 21. She explained that recently prescribed medication caused her to record the hearing on an incorrect date. She attached a statement from her doctor verifying her disoriented condition due to new medication. Since defendant did not object to rescheduling, the hearing was held on May 26.

After consideration of the testimony and documentary evidence presented at the hearing, we conclude that it is insufficient to show that defendant has violated its tariff obligation to render correct bills. Therefore, we must deny the complaint. However, we do expect defendant to follow its policy of allowing a one-time partial credit for unexpected and unexplainable high bills.

The Hearing

Complainant represents her usage history taken from bills as follows:

	Jan	Mar	May	Jul	Sep	Nov
1986	14	12	17	33	67	21
1987	16	13	19	35	40	28
1988	13	14	23	30	32	14
1989	13	12	12	12	19	50 (corrected to 14)
1990	11	10	16	17	22	19
1991	6	3	6	18	19	22
1992	7	7	12	30	40	22
1993	9	10	45	49	58	37
1994	11	8	19	58	43	50 (accuracy questioned)

Usage is reported in (Complaint, Attachment F8.)

At the hearing, complainant testified that she inquired about high water bills in November 1989, May 1993, and November 1994. After her first complaint, defendant corrected her November 1989 bill because an error was made in recording her usage. However, complainant objects to the above usage history still reflecting incorrect usage for November 1989. Defendant's witness, H.E. Niederberger, Jr., testified that the consumption is permanently in the system and cannot be removed.

Complainant questioned her bill again in May 1993. She alleges defendant inspected her property but did not test or replace the meter. She objects to defendant reporting that she has extensive landscaping. Complainant testified that she has not added any plants for the past 10-20 years, but has replaced the water hoses with drip hoses, replaced an old drywall, rearranged the plants, added 10-15 azaleas and other drought resistant plants to conserve water.

Defendant's witness, Niederberger, testified that on the first inspection, defendant concentrated on complainant's allegations that neighbors were pilfering water. Therefore, the meter was not tested. Defendant found no evidence of pilfering. On a second visit, after the May 1993 complaint, defendant tested the meter for leaks and found none. Defendant observed complainant's landscaping and made its reported comments based upon a comparison with neighboring properties.

Defendant's witness, William M. O'Brien, explained the meter reading procedures by two meter readers. One meter reader drives the truck and records the usage called out to him by a second meter reader who gets out to read the meter. When usage is higher than the readings on the usage history, the driver also gets out to double check the reading. When a reading is high, both meter readers also check the meter to see if the flow arrow indicator is moving. This arrow moves erratically when water passes through the meter and the service is not in use. This

movement indicates a water leak. When there is a leak, the account is flagged to send a letter to the customer and/or a tag is placed on the customer's door. O'Brien presented records to show complainant's meter reading has been double checked on three occasions, after the complaints in November 1989 and May 1993 and on a third occasion.

Niederberger testified that after a formal complaint was filed, defendant tested the meter for accuracy. The results showed the meter was under recording usage, meaning complainant was not billed for all usage recorded. It was for this reason that defendant replaced the meter in April 1995.

Complainant believes the usage in November 1994 is an extreme impossible. According to complainant, 150 ccf equals 337660 gallons of water, which she alleges is 721 showers, 2000 loads of dishes or 6,000 gallons of water usage per day. Complainant testified that she has searched for leaks and there are none. She indicates she is careful about energy consumption and is on Pacific Gas & Electric's time-of-use conservation program, using power during off-peak periods. She believes her bills are in error.

Niederberger responded that complainant's most current usage is also very high. He testified that on April 21, 1995 complainant used 13 units of water in 15 days and 6 units the next 15 days, a total of 19 units in 30 days.

Complainant pointed out that during the informal complaint, defendant presented a graph of her historical usage with many mistakes. She offered this fact as evidence that defendant is careless in its billing. She believes since defendant has control over usage readings, and the bills are abnormally high, defendant is mistaken about her usage.

Defendant's witness, Niederberger explained that the mistake on the graph was an inadvertent error in printing and was promptly corrected. Based upon its inspection and meter testing, defendant believes the water was consumed as billed. However,

defendant is willing to credit complainant's account 6 1/2 units, or 50% of the total above average usage, as a one-time courtesy. This is defendant's normal policy for unexplainable excessive usage.

Complainant alleges on three occasions during the informal complaint, defendant threatened to terminate her water service and still sends bills with an overdue balance. Defendant contends it has cured the problem of inadvertently generating termination notices. The previous flag to stop these notices was unsuccessful. However, defendant alleges on each occasion it assured complainant that the notices were an error and to ignore them. Defendant contends the overdue balance is an accurate reflection of the amount complainant owes pending a resolution of this complaint.

Discussion

It is complainant's burden to show that defendant has erred in billing water usage. In this case, the property was checked for leaks, both defendant's facilities and complainant's hoses and visible water lines. The underrecording of the meter would not cause high bills. Defendant's meter reading practices include procedures to discover, record, and notify a customer if a leak is suspected. Complainant's meter readings were periodically double-checked and no leaks were noticed. Therefore, there is insufficient evidence to show that defendant has erred in recording usage or billing.

Accordingly, complainant's request to refund \$156.77 must be denied. However, defendant may follow its normal policy of crediting complainant's account for 6 1/2 units of water based upon an unusually high bill.

defendant is willing to credit complainant's account for 1/2 units or 50% of the total above average usage, as a one-time courtesy. **IT IS ORDERED** that the complaint is denied. Funds impounded at the Commission, \$156.77, are released to defendant. This order is effective today.

Dated July 6, 1995 at San Francisco, California. Defendant and still sends bills with an overdue balance. Defendant contends it has cured the problem of inadvertently generating

termination notices. The previous flag to stop these notices was never, however, defendant alleges on each occasion it assured that the notices were an error and to ignore them. Defendant's overdue balance is an accurate reflection of the account complainant owes pending a resolution of this complaint.

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

It is complainant's burden to show that defendant has erred in billing water usage. In this case, the property was checked for leaks, both defendant's radiators and visible water lines. The water meter would not cause high bills. Defendant's water meter includes procedure to discover, record, and notify a customer if a leak is suspected. Complainant's meter readings were periodically double-checked and no leaks were noticed. Therefore, there is insufficient evidence to show that defendant has erred in recording usage or billing.

Accordingly, complainant's request to refund \$156.77 must be denied. However, defendant may follow its normal policy of crediting complainant's account for 1/2 units of water based upon an unusually high bill.

*Wesley Franklin*  
Acting Executive Director

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