

ORIGINAL

Mailed

NOV 8 1995

Decision 95-11-011 November 8, 1995

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

George Malki,

Complainant,

vs.

Pacific Gas and Electric
Company,

Defendant.

(ECP)

Case 95-08-017
(Filed August 24, 1995)

ORIGINAL

George Malki, for himself, complainant.
Mary Camby, for Pacific Gas and Electric
Company, defendant.

O P I N I O N

George Malki, complainant, alleges that his bill for the period November 18, 1994 to January 23, 1995 is excessive. In addition, Malki complains that defendant, Pacific Gas and Electric Company (PG&E), did not promptly investigate his complaint and harassed him by sending termination notices after he filed his complaint. Malki requests that PG&E be ordered to accept \$116.09 as full payment for the disputed balance of \$340.70. He also requests an amount for the pain and suffering of receiving numerous improper termination notices.

PG&E alleges all bills are correct and should be paid in full.

A hearing was held on September 20, 1995 in San Francisco. Based upon the evidence adduced at the hearing, we conclude that the complaint should be denied.

Discussion

Complainant alleges defendant did not turn on his service as scheduled. However, defendant presented the "turn-on" report which shows that service was initiated on the date scheduled, September 27, 1994. Exhibit 6 also indicates that during this visit the serviceman checked complainant's heater and water heater, cleaned a burner in the radiant heating system, and read his gas and electric meters.

After complainant filed an informal complaint, defendant tested the electric and gas meters. Both proved to be performing accurately.

Complainant admits he has a gas furnace and the following electric appliances: 2 refrigerators, 2 washing machines, dryer, and 2 vacuum cleaners. Complainant alleges one washer, dryer, and vacuum cleaner are inoperable. Complainant's house is 2000 square feet. He contends the entire house is not heated. However, the furnace and operating appliances are obviously capable of generating the amount of usage billed.

Complainant's summary of usage is as follows:

<u>Date</u>	<u>Electric</u> (kWh)	<u>Gas</u> (therms)	<u>Total</u> <u>Charges</u>
9/28/94	service initiated		
10/18/94	166	15	\$ 28.96
11/18/94	325	65	108.53
12/22/94	383	221	200.66
1/23/94	233	161	140.04
2/21/95	183	65	60.67
3/14/95	meters changed - no bill		
3/20/95	144	48	
4/17/95	140	23	30.18
5/16/95	153	23	31.73
6/15/95	179	24	36.66
7/17/95	215	25	41.50
8/16/95	212	22	39.02

Complainant contends it is unreasonable for bills for the first period of 66 days (October-November) to be significantly higher than those for the second period of 66 days (December-January), given the equally cold weather for both periods. Complainant alleges the temperature was in the 30s and 40s during both periods.

On the contrary, defendant argues that the two 66-day periods had different weather, the higher bills being during the colder months. Defendant presented the outside weather temperatures for Concord and Lafayette during September 1994 to February 1995 (Exh. 11):

	<u>29-39 degree days in Concord</u>	<u>26-39 degree days in Lafayette</u>	<u>66-day period gas/electric usage</u>
September	0	0	
October	0	2	
November	17	23	80/491*
December	21	25	
January	3	6	382/616*
February	4	7	
March	4	16	
April	0	6	

*First 66-day period is October-November;
second period is December-January.

The above diagram shows that during the first 66-day period from October to November there were approximately 17-25 days near complainant's Danville residence when temperatures ranged from 26-39 degrees. It also shows that during the following 66-day period, December-January, there were 24-31 days in the same temperature range. Thus, there were 5-6 more days of cold temperatures in the second 66-day period.

Complainant argues that the weather was the same during the above 66-day periods, yet there is a five-fold increase in gas usage between the two periods. Complainant also argues that these temperatures do not reflect those in Danville. We cannot agree.

The temperatures in Concord and Lafayette reflect temperatures in Danville since these cities are in the same valley and within a roughly 5-8 mile area. In addition, we cannot conclude that there is an error in recording or billing the usage simply because the usage is significantly higher in December. Because complainant's bills before and after these periods are quite low, the question arises whether or not heat was used as the cold period persisted into the second and third months, even though it may not have been used initially or before and after the cold spells.

Mary Camby, representing defendant, argues that her temperature summary shows that significantly more gas was needed for heating purposes during the second 66-day period than the first based upon the variance in heating degree days.¹

Camby also presented the usage summary of the prior owner of the house showing that his monthly usage during all winter months was the same as or greater than defendant's usage during November-January. (Exh. 12.)

In summary, we have no conclusive evidence to show that PG&E has erroneously recorded or billed complainant's usage during October 1994-January 1995. Camby explained that the termination notices were sent by mistake during the period between the informal and formal complaints and by a new trainee. We notice that she was able to halt any termination of service as soon as complainant notified her of the notices. We lack jurisdiction to grant complainant's request for damages for sending erroneous termination notices and there is no indication that such mistakes will occur in the future. Based upon these findings, the complaint must be denied.

¹ Heating degree days is a measurement of how much below a standard reference temperature of 65 degrees the actual temperatures have been.

O R D E R

IT IS ORDERED that this complaint is denied.

This order is effective today.

Dated November 8, 1995, at San Francisco, California.

DANIEL Wm. FESSLER
President

P. GREGORY CONLON

JESSIE J. KNIGHT, JR.

HENRY M. DUQUE

JOSIAH L. NEEPER

Commissioners