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Decision 95-11-015 November 8, 1995

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Christopher R. Wojciechowski, )  
 Complainant, )  
 vs. )  
 California-American Water )  
 Company, )  
 Defendant. )

**ORIGINAL**

(ECP)  
Case 95-08-006  
(Filed August 14, 1995)

Christopher R. Wojciechowski, for himself,  
 complainant.  
Diane Barhart, for California-American  
 Water Company, defendant.

O P I N I O N

Complainant, Christopher R. Wojciechowski, alleges that defendant, California-American Water Company (Cal-Am), assessed excessive charges for water in March 1995 (\$1,221.77), failed to give credits for overpayments (\$168.14), and harassed him after he complained to the Commission. He has paid \$31.70 per billing period, the amount of his average bill, since he filed this complaint. He requests that defendant credit \$1,098.81, which includes 7% interest on his overpayments.

Defendant denies all allegations and requests that complainant pay the outstanding balance of \$797.70 in 12 monthly installments of \$66.48. Defendant alleges this balance includes credits for overpayments.

A hearing was held in Monterey, California on September 14, 1995. Based upon the testimony adduced at the hearing, we conclude that the complaint should be denied in part

and granted in part. We order defendant to refund \$255.67 to complainant.

The Hearing

At the hearing, complainant explained his request for relief. He calculated 7% interest on three bills that he paid twice. In addition, he requests authority to pay \$157.80 of the March bill for \$963.99. The total refund requested is \$1,098.81. Complainant's individual bills (Exh. 3) show the following pattern of usage:

<u>Date</u>	<u>Usage-units (equivalent gallons)</u>	<u>Total Charges</u>
7/ 2/93	4 units (2992 gals.)	\$ 41.88
9/ 2/93	8 units (5984 gals.)	81.72*
11/ 2/93	11 units (8228 gals.)	89.22**
1/ 4/94	5 units (3740 gals.)	74.65***
3/ 8/94	7 units (5236 gals.)	83.72
5/ 4/94	11 units (8228 gals.)	95.58
7/ 6/94	9 units (6732 gals.)	90.01
9/ 7/94	13 units (9724 gals.)	101.14
11/ 2/94	16 units (11968 gals.)	109.48
2/27/95	390 units (291720 gals.)	1,221.77
4 27/95	7 units (5236 gals.)	86.42
6 29/95	10 units (7480 gals.)	95.02

\*less credit of \$41.88 for overpayment.

\*\*less credit of \$39.84 for overpayment.

\*\*\*less credit of \$49.38 for overpayment.

Defendant, represented by Diane Earhart, presented defendant's customer service representative, Anita Borrego, as a witness. Borrego testified that on February 27, 1995 when the meter was read, the reading was over 300% higher than the previous

reading. Therefore, the next day a second serviceman again read the meter. The reading was verified and there was 5 units of water usage in one day. The serviceman discovered a "bad" toilet leak and informed an employee on the premises. Within two days complainant fixed the leak and defendant verified the leak was repaired. Defendant provided a one-time courtesy credit of 25% of the excess of a normal bill, or \$255.67.

Earhart testified that on November 2, 1994, all customers received a bill insert notice that the meter reading schedule was being changed. Complainant's notice indicated his meter would be read in 117 days after the November bill. Complainant alleges he did not receive this bill insert notice. He argues that this change was to benefit the utility and caused him excessive charges. He contends the leak would have been discovered sooner if the meter was read sooner than 117 days. Earhart admitted that complainant's meter was not read for 117 days because he was in the group with this schedule in order to place them on a new 60-day cycle. However, Earhart argues that defendant notified complainant within one day after the leak was discovered in February 1995.

Earhart testified that complainant continued to complain about the March 1995 bill. Even though the meter tested within a normal range of accuracy, on July 6, 1995 Cal-Am removed and replaced the meter.

Cal-Am denies that it has harassed complainant. Cal-Am has not attempted to terminate his account for nonpayment. Cal-Am sends reminder notices, but has adjusted complainant's billing so that the normal 48-hour shutoff notice is not generated.

Earhart pointed out the three credits on bills for overpayment. These credits have been applied to reduce the disputed March bill.

Discussion

The leak discovered by Cal-Am's serviceman is described as "bad." Complainant testified that the leak was in the toilet in the woman's bathroom and was not detected by employees. He does not believe this leak could cause the excess charges. He testified that the toilet is a low-flow model. Borrego testified that a "bad" leak probably means the water flowed continuously.

Defendant's witness, Earhart, testified that a low-flow toilet uses 3-5 gallons of water per flush. In order to determine if the billed usage could be generated by the toilet leak, we will assume the flow was less than one flush per minute. If the leak was 1-1/2 gallons per minute, the following amount of water could be used within the 117-day period:

1.5 gallons x 60 minutes = 90 gallons per hour  
90 gallons per hour x 24 hours = 2160 gallons per day  
2160 gallons per day x 117 days = 252,720 gallons

Although the disputed usage is significant, the above estimated calculations show a toilet leak can use tremendous amounts of water. We conclude that it is possible for complainant's low-flow toilet leak to use 291,720 gallons of water as billed. As Borrego and Earhart explained, this leak was not overflowing onto the bathroom floor, but was overflowing inside the toilet tank into the sewage system. This is the same as a running faucet.

Complainant argues that defendant is responsible for notifying customers of leaks and did not do so for 117 days. However, this leak was on the customer's premise, in the customer's equipment, and within the customer's ability to discover. Therefore, we cannot shift the responsibility for discovering the leak to defendant. However, we do believe the extended billing period should be considered when allocating the courtesy credit.

Defendant calculated the \$255.67 credit by taking 25% of the excess of defendant's normal bill. The normal billing period is 60 days. In this case, since the billing period is 117 days or roughly twice the normal period, the credit should likewise be pro-rated for the longer period. Therefore, complainant is entitled to another credit for \$255.67. Defendant should offer a minimum of 12 installment payments to pay the remaining balance.

Complainant's bills show that he has been credited for the three overpayments, therefore, the request for these credits must be denied.

There is no evidence of harassment by sending reminder notices of an overdue balance.

O R D E R

IT IS ORDERED that within 60 days of the effective date of this order, defendant shall credit complainant's account \$255.67.

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