

Decision 96-12-011 December 9, 1996

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Matt Franich,

Complainant,

vs.

Southern California Edison Company,

Defendant.

**ORIGINAL**

(ECP)

Case 96-05-036

(Filed May 21, 1996)

Matt Franich, for himself, complainant.  
P. A. Aldridge, for Southern California Edison  
Company, defendant.

**O P I N I O N**

Complainant alleges that defendant has overbilled him \$2,904.37. Complainant seeks cancellation of the bill. Defendant denies the overbilling and alleges that complainant owes \$2,904.37 for services rendered. Public hearing was held September 20, 1996.

This dispute arose because of an unfortunate series of events involving two damaged meters, estimated bills, and complainant's habit of combining electric bills for separate meters and paying with one check.

The billings in question are for a mobile home park that is owned by complainant. On or about April-May 1995, the meter of the mobile home park was damaged. The damaged meter was removed and replaced with a new meter set at "00000" on or about May 18, 1995. From May 18 to June 12, 1995, the meter recorded 6869 kilowatt hours (kWhs) of usage. The meter was read again on or about July 12, 1995. It read 17364 kWhs.

Also on or about July 12, 1995, Edison sent complainant a bill for \$1,646.55 for the preceding 92 days beginning with April 11, 1995. Unfortunately, the bill was incorrect. It failed to take into account any usage by the mobile home park for the 37 days from April 11, 1995, to the day the meter was replaced, May 18, 1995. Although complainant paid the bill for \$1,646.55 on or about August 14, 1995, he had not, in fact,

been charged for any electricity used by the mobile home park between April 11 and May 18, 1995.

To compound the confusion, soon after the July 12, 1989, meter reading, the new meter was damaged. It was removed and replaced on or about August 9, 1995, thus once again throwing off complainant's billing cycles and meter readings. Additionally, the second meter change did not immediately register on Edison's record-keeping system.

Edison set about resolving the confusion as follows:

For the period April 11-June 12, 1995, Edison had only a partial reading (6869 kWh) due to the replacement of the meter on May 18, 1995. Accordingly, as it is authorized to do by Tariff Rule 17, Edison estimated the mobile home park's usage based on this limited meter information, the mobile home park's past usage, and the general characteristics of the mobile home park's load and operation.

Edison separated out the mobile home park's usage (10495 kWh) for June 12-July 12, 1995. The meter had been fully functional for that month so that the rebill was based entirely on the meter reading.

As a consequence of the disruption caused by the damage to and replacement of the meter the second time, complainant was initially billed on or about August 21, 1995, for 20801 kWh of usage for the period July 12, 1995-August 9, 1995. Edison reassessed this amount pursuant to Tariff Rule 17. The rebill reduced the estimated usage to 9796 kWh.

For the subsequent 92-day period spanning August 9, 1995, through November 8, 1995, complainant's bills were also readjusted. Because the second meter change did not immediately register in the Edison record-keeping system, Edison did not have a separate meter reading for September 1995. It had, however, an overall meter reading spanning August 9, 1995 (when the second new meter was set at "00000") through October 19, 1995 (as of which date the meter read 24569 kWh of usage), as well as a meter reading for usage between October 19 and November 8, 1995. Estimating usage was not necessary here since there were actual meter reads. Edison customers, however, are generally billed on a monthly basis—that is, for approximately every 30 days of usage. Accordingly, in rebilling the complainant, Edison broke down the 92-day period as closely as possible into monthly intervals: August 9-September 10; September 10-October 9; and October 9-November 8.

Edison provided to complainant the first of his rebills, a statement for \$1,619.22, on or about October 30-November 2, 1995. Complainant paid this amount on or about November 7, 1995. That rebill, however, accounted only for electricity provided as of July 12, 1995. The rebill for usage subsequent to July 12, 1995 (i.e., redressing the confusion arising out of the damage to and replacement of the meter the second time) was sent in late February-early March 1996. Overall, complainant's charges for the mobile home park were reduced \$1,535.99 by the rebills.

Edison credited complainant's account with the payments of \$1,646.55 and \$1,619.22 made, respectively, on August 14, 1995, and November 7, 1995. Those two payments totaling \$3,265.77, however, did not cover all the charges incurred during the period. The payments did not take into account any usage for the three months between July 12 and October 9, 1995. As rebilled, total charges for electricity consumed by the mobile home park during the entire six-month period came to \$7,170.14. Subtracting complainant's payment of \$3,265.77 (for the first three months of the period) yields \$3,904.37. As an accommodation, Edison reduced this outstanding balance by \$1,000.00. The resulting amount due and owing is \$2,904.37—the sum complainant identifies as still in dispute.

Complainant testified that he paid all bills and rebills sent by Edison up to March 1996 when he received yet another rebill. In his opinion, he was paid to date and the rebill was in error. He brought all his canceled checks for the period in question to the hearing, and Edison reviewed them. Edison's analysis showed that complainant has six accounts with Edison and paid several accounts with one check. When the checks were credited to the proper account, the result was that \$2,940.37 was still owing.

While we can appreciate complainant's frustration with the meter problems at his trailer park and the confusion caused by Edison's opaque billing practices in this case, still, the electricity was used. Edison's estimates of the amounts used when the meters were not functioning properly conform to both past and current usage at the mobile home park. Edison's waiver of \$1,000.00 of charges because of the confusion it caused is reasonable.

#### **O R D E R**

**IT IS ORDERED** that the relief requested in the complaint is denied. All money on deposit in this docket shall be paid to defendant Southern California Edison

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Company to be credited to complainant's mobile home account in Bell Gardens, California.

This order is effective today.

Dated December 9, 1996, at San Francisco, California.

P. GREGORY CONLON  
President

DANIEL Wm. FESSLER

JESSIE J. KNIGHT, JR.

HENRY M. DUQUE

JOSIAH L. NEEPER

Commissioners