

Decision 97-05-080 May 21, 1997

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BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Melba J. Tyson,

Complainant,

vs.

Pacific Gas and Electric Company,

Defendant.

ORIGINAL

(ECP)

Case 97-03-027

(Filed March 14, 1997)

Melba J. Tyson, for herself, complainant.

Mary M. Camby, for Pacific Gas and Electric Company,
defendant.

O P I N I O N

Complainant, Melba J. Tyson, alleges that defendant, Pacific Gas and Electric Company (PG&E) has wrongfully billed her for utility service during the period March 24, 1994 to February 29, 1996, a total of \$1,726.55, when she was not a customer of record, received no bills, and believed energy usage was paid by her landlord.

Defendant, PG&E, reduced the disputed charges to \$1,460.00, removing charges incurred prior to complainant's lease term. PG&E contends these charges are correct and complainant is liable for them because her lease does not make the landlord responsible and complainant benefited from the service.

The parties, being unable to reach an agreement, presented evidence and were afforded an opportunity to cross-examine witnesses in a hearing on April 16, 1997 under the Commission's procedure for expedited complaints. Based upon this evidence and testimony, we conclude that the complaint must be denied.

Liability for Disputed Charges

Complainant argues that she believed utilities were included in her rent based upon the amount of the rent, \$750 per month. However, her lease expressly makes utility charges the responsibility of the tenant. Therefore, there is no reasonable basis for this belief and we cannot agree with this contention.

Complainant argues that it is PG&E's responsibility to open an account for each customer (Rule 11) and since it did not in her case, she is not liable for the charges. However, Tyson does not deny living on the premises or using utility service during the disputed period. PG&E counters that it is not basing the disputed charges on Tyson being a customer of record, but on her benefiting from unauthorized service. PG&E physically shut off this service in March 1994 at the request of the previous customer and no new service was ordered. The service was unlawfully restored by someone the same month and Tyson occupied the premises in October 1994. PG&E does not accuse Tyson of unlawfully restoring service. However, Tyson obviously used and benefited from the unauthorized hook-up. We must agree that Tyson should pay for service she used and whether she was a customer of record is irrelevant since this was an unlawful restoration of service. To agree with Tyson would allow free service, which is contrary to state law. (Public Utilities (PU) Code § 532)

Tyson further argues that PG&E should remove the charges since it waited an unreasonable length of time to bill her. However, PG&E argues that her account was not investigated due to administrative consolidations occurring in 1994 and other matters, such as winter storms, being given higher priorities. PG&E began its investigation in 1995. In 1995 and 1996 PG&E sent two standard letters to ascertain customer account information. After no response, PG&E terminated service. In March 1996 Tyson then requested service and became the customer of record. Under the circumstances of having to perform an investigation to ascertain the customer of record, we cannot agree that the delay in billing is unreasonable. The bill was sent within the three year statute of limitations (PU Code § 3707) and PG&E offered installment payments to minimize the financial burden of receiving a large backbill.

The bill itself appears reasonable since PG&E properly removed the charges from March 24 to September 30, 1994, a period prior to Tyson's occupancy.

Unlawful Termination

Tyson also alleges an unlawful shutoff in March 1996 while she was in the process of establishing service and alleged that her landlord was responsible for the backbill. However, it appears when she failed to obtain a copy of her rental agreement from her landlord or pay the \$200 deposit requested by PG&E, her service was terminated and restored with the help of the Commission Consumer Affairs Branch.

PG&E testified that it sent two letters to Tyson's address prior to her requesting service to determine who was using the service. Receiving no response, PG&E terminated service. PG&E has no record of a second service interruption and it believes service was on at the time of the informal complaint. PG&E admits it may have interrupted service after the informal complaint was decided in its favor and closed. It would have done so because payment toward the backbill had been refused and no documents to support Tyson's allegations were produced.

Under circumstances of investigating an unlawful restoration of service and having no evidence that the landlord agreed to pay Tyson's bill, we cannot conclude that PG&E's actions in terminating service in March 1996 were unreasonable or unlawful.

Conclusion

Prior to the hearing, in order to have service restored, complainant deposited with the Commission \$200 and agreed to pay her current charges plus \$75 per month toward the backbill pending resolution of this complaint. Therefore, we order PG&E to credit to complainant's account all amounts paid on the backbill and we release to PG&E the amount impounded at the Commission, \$200. We will also authorize the interim installment arrangement arrangement to become permanent under which PG&E is authorized to accept from complainant the current charges plus \$75 per month to be applied to the outstanding balance billed for the period October 1, 1994 to February 29, 1996 until this balance is paid.

O R D E R

IT IS ORDERED that:

1. Pacific Gas and Electric Company (PG&E) will credit Melba J. Tyson's (complainant) account for all amounts paid on the disputed backbill during the pendency of this proceeding.
2. The amount impounded at the Commission, \$200, shall be disbursed to PG&E, to be credited to the account of complainant.
3. PG&E will accept current charges plus installment payments of \$75 per month toward the remaining outstanding balance until it is paid.
4. This proceeding is closed.

This order is effective today.

Dated May 21, 1997, at Sacramento, California.

P. GREGORY CONLON
President

JESSIE J. KNIGHT, JR.

HENRY M. DUQUE

JOSIAH L. NEEPER

RICHARD A. BILAS

Commissioners