

Decision 97-09-042 September 3, 1997

**BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA**

Lavisa Bonner and Thelma Matthews,

Complainants,

vs.

Pacific Gas and Electric Company,

Defendant.

(ECP)

Case 97-03-056

(Filed March 31, 1997)

**ORIGINAL**

Lavisa Bonner and Zelma Matthews, for complainants.  
Mary Camby, for Pacific Gas and Electric Company,  
defendant.

**OPINION**

Complainants are Lavisa Bonner and Zelma Matthews who are neighbors living at Number 29 and 33, respectively, in an apartment building owned by the San Francisco Housing Authority. Their allegations are similar and have related facts. They allege that their utility bills are unreasonably high and their electric and gas meters are frequently not read allegedly because of a dog. Neither one owns a dog nor has seen one tied near the electric or gas meters; therefore, they question whether the "dog story" is true. Matthews also complains of an unreasonable period to replace her gas meter and requests a flat rate payment arrangement.

Pacific Gas and Electric Company (PG&E) contends the bills are correct and the reason for failure to read the meter on various days is accurate and that not reading the meters on these days was reasonable. PG&E denies all other allegations.

A hearing under the Commission's expedited complaint procedure was held on May 1, 1997 in San Francisco. At that time complainants and defendant presented

evidence and were provided an opportunity to cross-examine witnesses. Based upon the evidence in the hearing, we herein conclude that the complaint must be denied.

#### **Failure to Read Meters and Bill for Usage Monthly**

Complainants' gas meters were not read during the following months: March, May-August, October-November, 1994; January, February, June 1995 and October 1996. Their electric meters were not read from June-August, and October, November, 1994 and January 1995. In addition, Matthews' gas meter was not read September 1995 and October 1996, and her electric meter was not read in April 1995. During these months, the meter reader recorded "dog" on his automatic equipment which was subsequently transferred to complainants' respective accounts. When the meters were not read, some months the usage was estimated (and corrected at the next reading) and other months the usage accumulated for the next billing period. During the period when Bonner was not billed for four months she did not pay this bill and PG&E terminated service. Bonner argues that paying the bill for \$433.43 was a hardship, yet she did not request installment payments. At the hearing, she argued that she refused to pay the bill, yet it is unclear whether she relayed her dispute to PG&E prior to her termination.

Bonner and Matthews do not believe a dog prevented their meters from being read. They testified that they do not own dogs and have never seen one tied near any meter. All electric meters for each building are on one single panel at the end of the building, and the gas meter is in the backyard of each apartment. Complainants' sole evidence on this issue is their testimony that they do not own dogs nor have they seen dogs tied near meters to block access. However, PG&E's testimony on this issue is to the contrary.

Odest Logan, a PG&E investigator, testified that there was a serious problem with dogs in this housing complex, including at Bonner's building. From May 1995 to May 1996 someone switched meters, destroyed meters and frequently tied rottweilers and pitbulls near the gas and electric meters to prevent shut-off of delinquent accounts and the inspection of unlawful reconnections. It was PG&E's practice to terminate customers in groups at the same time if they were in the same location. Thus, PG&E

how usage could have been recorded, she discovered an operating meter in the slot allocated to her apartment. After she reported this information to PG&E, they discovered they had been billing both Bonner and another tenant usage from the other tenant's meter. PG&E admitted this billing error and believes it occurred because of problems of energy theft, disconnections for nonpayment, vandalism, and incorrect markings of meter sockets in the panel. PG&E used actual usage on a new electric meter to correct Bonner's bills. The corrections in usage resulted in an undercharge of \$155.11. However, we believe under these circumstances. PG&E should use the lower usage from the two meters to adjust both customer's bills. PG&E will recalculate this amount and make the appropriate adjustments.

#### **Wrongful Termination**

Bonner contends her subsequent shut-off for non-payment of installment payments was unjustified because she made one payment in advance. However, at the hearing, PG&E presented Bonner's statement of account which showed an overdue balance of \$397.26 at the time service was disconnected on March 20, 1997. Since there was an undisputed balance approaching a significant amount, this termination was reasonable.

#### **High Bills**

Bonner and Matthews allege that their bills are unreasonably high. Bonner lives in a 3-bedroom, one bath unit, while Matthews' apartment has 4 bedrooms. Both deny any use of heat in winter months.

Bonner testified that no one is home during the day at her residence and that she has the normal appliances, stove, refrigerator, hot water heater and gas wall heaters. In 1995 at Bonner's request her appliances were checked and carbon monoxide was detected. The field serviceman also recommended replacing the outer door to the water heater and cleaning the range and wall heaters.

Bonner's electric meter was changed in April 1996 after a termination of service and removal of the meter. Bonner's usage for nine months after the meter was changed

had no clue of the identity of the person placing the dogs at this location since there were several delinquent accounts in the building. Logan was part of an investigation team which inspected this building for unlawful reconNECTIONS in May 1996. As part of this investigation he talked with the meter reader who told him of the dogs. As a result of the vandalism and meter problems, a joint employee Task Force from PG&E and the San Francisco Housing Authority met regularly during 1996 and 1997. Some tenants were evicted, a policy of prohibiting pets was reinstated and enforced and PG&E informed tenants of services for low-income customers and how to read meters. These efforts reduced incidents of meter abuse.

Logan's testimony of an employee task force to resolve equipment problems, including dogs tied near meters, supports the meter reader's notation that there were dogs tied in the area near complainants' meters and provides an explanation for this behavior. This testimony appears to be reliable. However, contrary to Bonner's belief, PG&E does not believe complainants were responsible for dogs being tied near their meters. Since there were many problems, including dogs near complainants' building which led to forming a special task force during the period when their meters were not read, it is reasonable to believe that the meter reader did not fabricate this information.

PG&E also points out that the account of Matthews (who lives in Number 33), Bonner (who lives in Number 29), and the occupant of Number 31, (whose gas meter is beside that of Bonner), all have notations that a dog was present preventing meter reads on many of the exact same days. This consistency in the days a dog was recorded as being present provides additional corroboration and the likelihood that PG&E's records are true. We, therefore, conclude that a dog made reading meters unsafe on the days recorded. Thus, estimating usage or allowing usage to accumulate until the next billing period was reasonable.

#### **Billing Error**

After PG&E terminated Bonner's service for nonpayment in April or May 1996, PG&E removed her electric meter. However, Bonner received a bill for the billing period after the meter was removed. When she inspected the meter panel to find out

**Matthews' Lower Payments**

Matthews requests that she be placed back on a flat rate of \$140 per month because she cannot afford to pay her bills which currently average \$160 per month. However, as PG&E points out, the proposed flat rate will not pay Matthews' average monthly charges and she will continuously incur a negative balance in her account. Therefore, this request must be denied.

**Conclusion**

We grant the complaint to the extent that PG&E must recalculate the estimated bills during the period when Bonner and an unidentified tenant were incorrectly billed.

**O R D E R**

**IT IS ORDERED that:**

1. Pacific Gas and Electric Company (PG&E) will recalculate Lavis Bonner's (Bonner) bill and that of the unidentified customer for the period, following removal of Bonner's electric meter, they were incorrectly billed based upon the lowest usage from these meters. PG&E shall adjust Bonner's bill and that of the unidentified customer accordingly.
2. The remainder of this complaint is denied.

This order is effective today.

Dated September 3, 1997, at San Francisco, California.

P. GREGORY CONLON  
President

JESSIE J. KNIGHT, JR.  
HENRY M. DUQUE  
JOSIAH L. NEEPER  
RICHARD A. BILAS  
Commissioners

was substantially similar to that before the meter was changed, which tends to prove that her meter was accurately recording usage.

Bonner's gas meter was vandalized and replaced on May 24, 1996. The usage after the meter change was substantially similar to that before this change.

Matthews has the same appliances as Bonner although her apartment has four bedrooms. Matthews' electric meter tested within the required limits of accuracy in 1995. Her gas meter was replaced in June 1996. Matthews' pattern of usage before this meter replacement was similar to the usage after the change.

Complainants' pattern of usage and the fact that both meters were changed during the period in which they complain of high bills leads to the conclusion that the bills are accurate. Complainants' usage is not so unreasonably high that we suspect recording or other error.

#### **Failure to Replace Gas Meter Within Reasonable Time**

In October 1995, complainant had a gas explosion. She alleges in her complaint that PG&E removed the meter after the explosion, promised to replace the gas meter, but failed to do so for one year. However, at the hearing Matthews testified that she never spoke directly to a PG&E representative after the explosion. Her belief that the meter would be replaced was based upon representations made by members of the fire department. In addition, she testified that at the time of the explosion, her service was disconnected.

PG&E has no records that a serviceman visited the premises in response to an explosion in 1995. However, its records do show that repairs to the gas meter were necessary before it restored service in June 1996. It appears that service had already been terminated for nonpayment at the time the explosion occurred near Matthews' gas meter. Matthews admits she did not notify PG&E of the incident and since the account was inactive, PG&E had no reason to further inspect the gas meter. Therefore, we cannot agree that PG&E's inaction is the sole reason or even a major contributing factor to Matthews' lack of a gas meter for a year.