

Decision 05-10-029 October 27, 2005

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

James A. Arunga,

Complainant,

vs.

Pacific Gas and Electric Company,

Defendant.

(ECP)
Case 05-07-006
(Filed July 5, 2005)

James A. Arunga, complainant, in pro per.
Detrina Faletogo, Consumer Affairs Consultant,
for Pacific Gas and Electric Company, defendant.

ORDER DISMISSING COMPLAINT

This matter was heard in Sacramento on September 1, 2005, and was submitted at the conclusion of the hearing.

Complainant James A. Arunga filed the complaint to contest that he owes defendant Pacific Gas and Electric Company (PG&E) any unpaid balance billed for gas service to his apartment. PG&E provides his gas service, and the Sacramento Municipal Utilities District (SMUD) provides his electric service. Although the total sum at issue was uncertain from the face of the complaint, it appeared to be well under the jurisdictional limit established by Code of Civil Procedure section 116.220, subdivision (a), and the matter was therefore set as an expedited complaint proceeding pursuant to Public Utilities Code Section 1701.2, subdivision (a).

Complainant is qualified for PG&E's CARE program, and is billed accordingly. His account currently shows that two bills remain unpaid. The first

is for the billing dates of November 2 through December 3, 2004, in the amount of \$42.68. The second is for the billing dates of March 4 through April 4, 2005, in the amount of \$12.94. Significantly, complainant's bill for the billing period following the first of the two unpaid bills (i.e., for December 3, 2004, to January 4, 2005) in the amount of \$23.40 is shown as paid.

The first unpaid bill reflects 51 therms of gas usage, as compared to Arunga's normal usage in the range of 12 to 27 therms during the immediately preceding and following six-month periods. Arunga's recent bills had varied from \$8.80 for the July billing period to \$24.62 for the October billing period, and he was concerned about the amount of the November bill. He sought verification by requesting that a PG&E representative reread his meter, and withheld payment in the meantime. He does not believe PG&E responded to his request, and he became quite upset, because he subsequently received a standard form letter from PG&E reminding him that payment should be made to ensure continuation of his service.

In reaction to this state of affairs, on January 14, 2005, Arunga paid PG&E \$23.40, the amount of his December 2004 bill, by postal money order. On the face of the money order he typed his PG&E account number and added the notation, "Note that all previous and current money billed to the above acct is fully paid by accepting this P.O.M." He claims that when PG&E cashed the money order, it accepted the \$23.40 as a "negotiated" resolution of the previous month's bill, as well as full payment of the December bill.

Complainant claims that he did not receive a bill from PG&E for the March 2005 billing period, and that he called PG&E to inquire about the bill, but received no response. PG&E's records show that this bill was sent to Arunga, and contain no indication that he called about the missing bill. Complainant says that the first notification of this bill he received was in the statement of his account attached to PG&E's response to his formal complaint to the Commission.

With respect to the first unpaid bill, PG&E asserts that the meter reading was verified in response to complainant's inquiry, and that the bill was not based upon an estimated reading. The meters are accessible to meter readers in complainant's apartment building without the tenants' presence, and PG&E's assertion is credible. PG&E notes that the high gas usage occurred in the late fall, and was therefore much higher than for the preceding months when the Sacramento weather was hotter and customers used less gas for heating. Both parties also agree that the natural gas prices reflected in PG&E's billings increased in the fall of 2004.

Arunga claims that he used his electric oven for heating, and that because of this, his SMUD bills increased at the same time as the disputed PG&E bill, indicating that the PG&E bill was inaccurate. Although the Administrative Law Judge (ALJ) offered to keep the record open following the hearing to enable Arunga to submit copies of his SMUD bills in support of his claim, Arunga declined this opportunity. The weight of the evidence in the record supports PG&E's position that the source and amount of the first unpaid bill are correct.

Arunga's contention that PG&E's acceptance of the \$23.40 postal money order with his added notation that this satisfied all outstanding charges, including the previous month's unpaid bill, is incorrect. This did not constitute a negotiated resolution, as he asserts, and his belief that he could unilaterally eliminate the charges in this manner is mistaken. PG&E is required to collect amounts billed to each customer for their gas usage in accordance with tariffs approved by this Commission. No customer may avoid lawfully billed utility charges by resorting to a stratagem such as that upon which Arunga relies. Nor can a customer avoid paying a utility bill because it did not arrive in the mail, as complainant claims. A customer must pay a utility bill when the customer is notified that the charges are past due, and Arunga has now received notification of the amount of the bill.

Although Arunga's complaint alludes to earlier billing disputes concerning his CARE certification and proper billing address, the parties agree that these problems have already been resolved. Arunga sought to introduce evidence of these matters into the record, as well as the fact that PG&E had recently been through a bankruptcy, as proof that the company is mismanaged, calling into question the accuracy of the current statement of his account. The ALJ excluded this evidence. To the extent that these matters might have any probative value, their weight is negligible.

PG&E's current statement of complainant's account is correct. Arunga is obligated to pay both of the outstanding bills, a total of \$55.62. Accordingly, the complaint should be dismissed. PG&E has standing procedures to ensure that a customer's service will not be terminated immediately or summarily for nonpayment of disputed billings, and to permit a customer to pay overdue bills in installments. This decision consequently will not work a hardship on Arunga.

Assignment of Proceeding

Geoffrey F. Brown is the Assigned Commissioner and Victor D. Ryerson is the assigned ALJ in this proceeding.

IT IS THEREFORE ORDERED that Case 05-07-006 is dismissed, and the proceeding is closed.

This order is effective today.

Dated October 27, 2005, at San Francisco, California.

MICHAEL R. PEEVEY
President
GEOFFREY F. BROWN
SUSAN P. KENNEDY
DIAN M. GRUENEICH
JOHN A. BOHN
Commissioners