

- BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH -

In the Matter of the Formal Complaint of)
Robert H. Gienger vs. Questar Gas) DOCKET NO. 07-057-07
Company) REPORT AND ORDER
)

ISSUED: December 10, 2007

SYNOPSIS

Complainant having failed to demonstrate a violation by Questar Gas Company of any statute, rule, or tariff provision, the Commission dismissed the complaint.

By The Commission:

PROCEDURAL HISTORY

On September 19, 2007, Complainant Robert H. Gienger filed a formal complaint against Respondent Questar Gas Company (“Questar”) claiming Questar had improperly transferred a bill for natural gas service incurred by a prior tenant at his rental property at 9964 S Tamara Street, Sandy, Utah, (the “Tamara Street residence”) to Complainant’s own residential account. Complainant sought Commission order removing the transferred bill and penalties from his residential account.

On October 10, 2007, Complainant emailed several documents to the Commission in support of his complaint.

On October 23, 2007, the Division of Public Utilities (“Division”) filed a memorandum recommending the Commission dismiss the complaint based on its conclusion that Questar’s actions had violated no provision of statute, rule, or tariff.

On October 25, 2007, Questar filed its Answer and Motion to Dismiss stating Questar has at all times acted in accordance with applicable rules, tariffs, and statutes, and requesting dismissal.

On November 27, 2007, Complainant filed a letter repeating the substance of his complaint.

This matter came on for duly-noticed hearing before the Administrative Law Judge on December 5, 2007. Complainant appeared and represented himself. Linda Kizerian, Questar Consumer Affairs representative, represented Questar and testified on its behalf.

BACKGROUND

Although Complainant originally complained that a prior tenant's natural gas bill had been wrongfully transferred to his account, all parties agreed at hearing that the \$90.53 transfer to Complainant's residential account on January 24, 2007, stemmed not from the gas usage of a prior tenant at the Tamara Street residence but from usage at that property during the period August 2, 2006, to November 9, 2006, when said property was vacant.

Complainant agrees that had a valid Rental Property Owner Approval to Leave on Service form ("Landlord Service Agreement") been in place for the Tamara Street residence during this time period, he would have been responsible for the gas usage and the resulting bill. Complainant also admits that he signed a Landlord Service Agreement for the Tamara Street residence in May 1995. However, Complainant testified that beginning in April 2006 he contacted Questar several times by telephone requesting termination of said Landlord Service Agreement. Therefore, Complainant argues Questar is at fault for failing to terminate the

Landlord Service Agreement, that it should not have been in place during the disputed August-November 2006 period, and that he should not be held responsible for the bill from that address that Questar ultimately transferred to his residential account.

In support of his position, Complainant submitted a letter dated November 22, 2006, requesting cancellation of the Landlord Service Agreements for each of his five properties located in Sandy, Utah, and noted that despite that letter the Landlord Service Agreements were not cancelled.

Despite Complainant's testimony, Questar states it has no record of any request by Complainant to terminate the Landlord Service Agreement for the Tamara Street residence prior to Complainant's telephone call of November 14, 2006, as documented in Questar's computerized customer service records. Questar testified that if Complainant had requested termination of the Landlord Service Agreement for the Tamara Street residence natural gas service to that property would have been turned off when the tenant terminated service on August 2, 2006. Questar also notes that on September 29, 2006, Complainant paid the \$6.37 bill for natural gas usage at the Tamara Street residence for the period August 4, 2006, to September 12, 2006, and did not complain to Questar at that time concerning his supposed prior efforts to terminate the Landlord Service Agreement. When Complainant failed to pay the remaining amount on the Tamara Street residence account, Questar transferred said amount to Complainant's active residential account, as is its normal business practice.

Questar further states it never received Complainant's letter of November 22, 2006, requesting cancellation of the five Landlord Service Agreements and states its records indicate the first time Complainant requested cancellation of the Landlord Service Agreements for his four properties other than the Tamara Street residence was during a telephone call to Questar in January 2007. Questar also points out that said letter was apparently written and mailed after Complainant's telephone call of November 14, 2006, and after the Landlord Service Agreement for the Tamara Street residence had been terminated pursuant to that phone call, and is therefore irrelevant to the dispute over whether Complainant is responsible for the natural gas bill at the Tamara Street residence for the period August 2, 2006, to November 9, 2006.

DISCUSSION, FINDINGS, AND CONCLUSION

Having reviewed the evidence and testimony presented, the relevant facts are simply these: during the period August 2, 2006, to November 16, 2006, the Landlord Service Agreement for the Tamara Street residence remained in effect and natural gas service to said property remained on; per the Landlord Service Agreement, natural gas service at the Tamara Street residence reverted to Complainant's name when the previous tenant terminated service on August 2, 2006; natural gas was used in Complainant's name at the Tamara Street residence from August 2, 2006, to November 9, 2006; and, when Complainant failed to pay the remaining balance on the Tamara Street residence account resulting from natural gas usage for the period August 2, 2006, to November 9, 2006, Questar transferred the unpaid balance to Complainant's own residential account.

Based on these facts, the Administrative Law Judge concludes that Questar's conduct in this matter violated no provision of applicable statutes, rules, or tariffs and recommends the subject complaint be dismissed.

Wherefore, based upon the foregoing information, and for good cause appearing, the Administrative Law Judge enters the following proposed

ORDER

NOW, THEREFORE, IT IS HEREBY ORDERED, that:

1. The complaint filed herein is dismissed.
- 2 Pursuant to *Utah Code Annotated* §§ 63-46b-12 and 54-7-15, agency review or rehearing of this order may be obtained by filing a request for review or rehearing with the Commission within 30 days after the issuance of the order. Responses to a request for agency review or rehearing must be filed within 15 days of the filing of the request for review or rehearing. If the Commission fails to grant a request for review or rehearing within 20 days after the filing of a request for review or rehearing, it is deemed denied. Judicial review of the Commission's final agency action may be obtained by filing a Petition for Review with the Utah Supreme Court within 30 days after final agency action. Any Petition for Review must comply with the requirements of *Utah Code Annotated* §§ 63-46b-14, 63-46b-16 and the Utah Rules of Appellate Procedure.

DATED at Salt Lake City, Utah, this 10th day of December, 2007.

/s/ Steven F. Goodwill
Administrative Law Judge

DOCKET NO. 07-057-07

-6-

Approved and Confirmed this 10th day of December, 2007, as the Report and
Order of the Public Service Commission of Utah.

/s/ Ted Boyer, Chairman

/s/ Ric Campbell, Commissioner

/s/ Ron Allen, Commissioner

Attest:

/s/ Julie Orchard
Commission Secretary
G#55548