

**THE ENERGY AND WATER UTILITIES REGULATORY AUTHORITY  
(EWURA)**

**COMPLAINT NUMBER: EWURA/33/4/280**

**BETWEEN**

**AYOUB A.H. KIMU..... COMPLAINANT**

**VERSUS**

**ARUSHA WATER SUPPLY  
AND SANITATION AUTHORITY ..... RESPONDENT**

---

**AWARD**

---

**(Made by the Board of Directors of EWURA at its 169<sup>th</sup> Extra Ordinary Meeting  
held at Dar es Salaam on 21<sup>st</sup> March 2017)**

**1.0 Background Information**

On 29<sup>th</sup> December 2016, Mr. Ayoub A.H. Kimu of P.O Box 6243, Ngulelo Area, Arusha ("the Complainant") lodged a complaint at the Energy and Water Utilities Regulatory Authority ("EWURA") ("the Authority") against the Arusha Water Supply and Sanitation Authority ("Arusha WSSA") ("the Respondent") for being served with unjustified bill and charges amounting to TZS 8,820,070. The Complainant stated that the said bill which was served by the Respondent on 24<sup>th</sup> October 2016 includes: illegal water connection fees of TZS 150,000; illegal water charges for sixty months of TZS 7,578,300; outstanding water bill of TZS 1,077,770; and reconnection of water services of TZS 14,000. The Complainant stated that he was required to pay the immediately. The Complainant prayed for the order that the Respondent verify and adjust the water bill and other charges accordingly.

On 2<sup>nd</sup> January 2017, the Authority ordered the Respondent to submit its defence to the complaint within twenty-one [21] as required by the Energy and Water Utilities Regulatory Authority (Consumer Complaints Settlement Procedures), Rules, GN Number 10 /2013. On 20<sup>th</sup> January 2017, the respondent wrote a letter requesting extension of time to submit its defence, which was granted. On 2<sup>nd</sup> February 2017, the Respondent submitted its defence in which they stated that on 12<sup>th</sup> February 1999 the

Complainant applied for water connection at his house is located at Ngulelo Area, Arusha under the name of Ally H. Kimu and was given the Account Number 01418301 Meter number 00039354. The Respondent stated that later on the Complainant changed his name to Ayoub A.H. Kimu. The Respondent stated that at the material time the Complainant was their employee and a beneficiary of free water services. The Respondent stated that sometime in December 2012, the Complainant was terminated from employment and consequently lost all his entitlements with the Respondent including free water services. The Respondent stated that from January 2013 the Complainant was obliged to pay for water services; however, he refused to pay for the water services or bills from January 2013 up to August 2015, consequently water services was disconnected at his residence. The Respondent submitted that at the time of disconnection the Complainant's water bill was TZS 1,077,770. The Respondent stated that the Complainant illegally reconnected water services without their knowledge. The Respondent stated further that in September 2016 after becoming aware of the illegal connection, they formed a special task force which in collaboration with the Police Force went to the Complainant's residence and removed the illegal water connection. The Respondent stated further that they gave the Complainant a letter showing the amount of debt he was entitled to pay but neither did he reply the letter nor appeared at their office to settle the matter. Consequently, the Respondent prayed that the Complainant be ordered to pay the outstanding debt of TZS 8,820,070 as detailed below:

(a) Illegal water connection fee	TZS	150,000.00
(b) Illegal water charges for 60 months	TZS	7, 578,300. 00
(c) Outstanding bills	TZS	1,077,700. 00
(d) Add reconnection fee	TZS	14,000. 00
<b>TOTAL</b>		<b>8,820,070.00</b>

A mediation meeting involving both parties was conducted on 16<sup>th</sup> February 2017. During the meeting it was agreed by parties that the 60 months period in respect of illegal water charges was incorrect, the correct period was 14 months. The matter was settled on the following terms:

- (a) that the total amount which the Complainant is supposed to pay is TZS 3,010,000; and
- (b) that the Complainant is going to pay the TZS 3,010,000 on or before 31<sup>st</sup> March 2017.

The terms of agreement were reduced into writing as required by Rule 13 (4) of the Energy and Water Utilities Regulatory Authority (Consumer Complaints Settlement Procedure) Rules, GN. No 10/2013.

2.0 **Decision**

The parties have reached an agreement and, pursuant to Rule 13 (4) of the Energy and Water Utilities Regulatory Authority (Consumer Complaints Settlement Procedure) Rules, GN. No 10 of 2013, the said agreement is registered as an Award of the Authority. Each party shall bear its own cost.

**GIVEN UNDER SEAL** of the Energy and Water Utilities Regulatory Authority (EWURA) in Dar es Salaam this 21<sup>st</sup> day of March 2017.



.....  
**ENG. CHARLES OMUJUNI**  
**ACTING DIRECTOR GENERAL**