

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

**COMPLAINT NUMBER: GA.71/135/196**

**MARC GERVAS BIZONGWAKO .....COMPLAINANT**

**VERSUS**

**TANZANIA ELECTRIC SUPPLY COMPANY LIMITED..... RESPONDENT**

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**AWARD**

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*(Made by the Board of Directors of EWURA at its Extra Ordinary Meeting held at  
Dar es Salaam on the 21<sup>st</sup> day of December. 2018*

**1.0 Background Information:**

On 14<sup>th</sup> March, 2018 Mr. Marc Gervas Bizongwako ("the Complainant") a resident of Kilimahewa, Mwanga South Area within Kigoma-Ujiji Municipality in Kigoma Region filed a complaint at the Energy and Water Utilities Regulatory Authority ("the Authority") against the Tanzania Electric Supply Company Limited (TANESCO) ("the Respondent") claiming compensation for his house (the premises) and house hold tool destroyed by fire alleged to have been caused by an electrical fault.

The Complainant claims for payment of TZS 300 million, being compensation for the damage to his three bedroom house and house hold tools therein following the fire incident which occurred on 5<sup>th</sup> September, 2016 at the said house.

The Complainant states that he was away on the day of the incident but was informed that sparks were seen on the pole supplying electricity to his house on the 4<sup>th</sup> and 5<sup>th</sup> September, 2016. He further states that the Respondent were informed of the sparks but did not take any action until when the house was destroyed by what he alleges to be a fire caused by electric fault. The Complainant categorizes his claim as 200 million for the value of the house, 50 million for the value of house hold tools and 50 million for the estimated cost of following up with institutions for restoration of various certificates.

Upon receipt of the complaint, the Authority ordered the Respondent to file a reply/defence to the Complainant's claims via a summons to file defence issued on 21<sup>st</sup> December, 2017. The Respondent replied on the 15<sup>th</sup> January, 2018 The Respondent further states that the fire that destroyed the Complainant's premises started from inside his premises. The Respondent further states that after their investigation it was discovered that the electrical meter was safe and intact and that the Complainant currently receives electricity supply services via the same meter and that the same line supplied many other customers who none of them were affected on that fateful day. The Respondent further prays for dismissal of the complaint. Efforts to mediate the dispute did not yield any positive results hence the complaint was forwarded to the Division of the Authority in March, 2018 for hearing.

### **3.0 The Decision:**

In arriving at our decision, we have considered the applicable laws which include the EWURA Act, Cap. 414, the Electricity Act, Cap. 131 ("the Act") and the EWURA (Complaints Handling Procedure) Rules, GN No. 10/2013. We have also considered the oral testimony of the witnesses together with documentary evidence tendered during the proceedings. Our decision on the issues is as follows:

#### **3.1 whether the Respondent was responsible in negligence for the fire which destroyed the Complainant's properties;**

In resolving this issue we have considered the oral and documentary evidence adduced by both parties and as evaluated hereunder. CW1 testified to the effect that he was told by CW3 that he saw sparks on the 4 and 5<sup>th</sup> of September, 2016. The testimony by CW1 is entirely hearsay in relation to the cause of fire. His testimony was not much helpful in relation to whether the Respondent was negligent. CW3 stated that he saw sparks on a bracket on the 5<sup>th</sup> September, 2016 while passing by the house of CW1. That he decided to call TANESCO emergency to report about it. But when asked if he had a Technical Breakdown Number he said he was not given one. The Other Complainant witness CW2 an electrical technician and former employee of the Respondent stated that there was a loose connection at both the pole and bracket and that as a result thereof there was a fire outbreak in the Complainant's house. On rebuttal the only Respondent's Witness stated that there was no report regarding sparks on both 4<sup>th</sup> and 5<sup>th</sup> September, 2016. He further said that the only report filed on 5<sup>th</sup> September, 2016 relating to the Complainant's house was the one about a fire which was made by one Thabiti Ally as shown on R2(b) an emergency report. In order to establish negligence on the part of the Respondent, the Complainant ought to show that the Respondent was fully aware of the technical breakdown



faced by the Complainant but did nothing to attend the same. On the contrary the testimony of the all the Complainant's witness made allegations without proof that they ever reported the sparks to the Respondent. The Respondent produced emergence reports for 4<sup>th</sup> and 5<sup>th</sup> September, 2016 (R2 (a) and (b)) and both reports confirm the Respondent witness's adhesion that there was no report regarding sparks on the pole supplying the Complainant or bracket thereof. We are satisfied that no such report was ever made to the Respondent. It is surprising that CW3 who has been a representative of the Consumer Council could file a report and not be able to get a TB number which is proof of reporting and CW2 who is a former employee of the Respondent and a person acquainted with the reporting procedure could report about an emergency and yet be unable to obtain evidence of reporting. The Complainant's evidence on this area is doubtful and falls below standard to hold the Respondent negligent in attending the breakdown.

We further considered other issues raised by the Complainant's second witness such as loose connections and short circuits. The Complainant's witness particularly CW2 alleged that there was loose connection on the Respondent's infrastructure particularly the meter which led to fire outbreak in the Complainant's house. On the other hand the Respondent's Witness countered by stating that there was loose connection on the main switch and circuit breaker of the Complainant's house which led to the fire outbreak. The two points of arguments being technical we have considered the testimony of CW2, RW and the expertise opinion of the technical Officers of the Authority. CW2 alleges two things one is a loose connection on the pole, bracket and meter and another is over voltage or power imbalance. According to CW2 the loose connection at the meter which was installed at the bracket was caused by power imbalance he experienced on the 4<sup>th</sup> September, 2016 and sparks seen on the Complainant's bracket on 4<sup>th</sup> and 5<sup>th</sup> September, 2016. He further added that following the power imbalance he experienced on the 4<sup>th</sup> September, 2016 he

decided not to switch on his circuit breaker on 5<sup>th</sup> September, 2016 to avoid effects.

On the other hand RW testified that a loose connection creates a burning effect where there are combustible materials or fire accelerators. He said further that since the loose connection was inside the Complainant's house, it was possible for the same to cause fire eruption because the circuit breaker is a plastic material and therefore capable of burning. RW said that if loose connection was on the Respondent's infrastructure it would have caused sparks which if not attended would only lead to customer losing power supply or if caused a short circuit would go backward to the transformer causing the fuse to go off. We have considered the two testimonies and came to the following conclusion. The evidence falls greatly short to establish the presence of over voltage. Apart from the alleged power imbalance experienced on 4<sup>th</sup> September, 2016 there is nothing to suggest that such a power imbalance or outage was accompanied by abnormal increase in voltage.

Further to that for there to have been over voltage many customers connected on the Complainant's line would have been affected in different ways and we would have experienced more than one emergence report from the same area and more than one complaint to the Authority. This issue is therefore not substantiated and is not worth of discussion any further. With the issue of over voltage eliminated we remain with one contentious issue that is of loose connection. CW2 says loose connection was outside the house whereas RW says it was inside the Complainant's house. We have evaluated the evidence in this area and we are of the view that in absence of over voltage fire in the house may be caused by many other factors loose connection at any connection point being one of them, others are Internal short circuit of the house wiring, especially at presence of other fire - elements, i.e. Oxygen and combustible materials e.g. wood, ceiling boards, or combustible liquids. Improper use of electrical appliances, like heating coils, Pressing Iron, or cooking appliances



as well as over heating or improper use of any other sources of heat in presence of combustible materials, and oxygen. This view is in line with the Respondent's Witness testimony that the loose connection if any must have been inside the Complainant's house. This also is supported by exhibit C1 the photographs tendered by CW1 which show that the fire effect was felt in the inside of the house. Further observation on C1(c) is that the insulated cables from the pole, the meter and tail wire were all unharmed. Had the fire started from the meter as alleged by CW2 the effects of fire would be seen on these materials which form part of the Respondent's infrastructure. This evidence controverts the testimony by CW2 that the fire started outside the house.

We further observed that CW2 testimony was somehow contradicting itself as at some point he said he did not see where the fire started because he arrived at the scene when the house was already on fire and at some point he said he saw the fire burning at the meter. His evidence therefore was doubtful and unreliable. We further wish to point out that a loose connection outside the house cannot cause fire inside the house, instead a loose connection outside the house, at the bracket can allow a limited flow of current inside the house (Few Amps will pass through), and eventually the connected point may break and cut off the power supply inside the house. A loose connection by itself *cannot* cause fire; rather it creates heat and sparks. But, as explained earlier on, if sparks meet with combustible material, example papers, wood, and cotton wool or flammable liquids like petrol, kerosene and at presence of oxygen, they may cause fire outbreak. At this specific site the sparks allegedly to be seen, were from top part of the service line bracket. These sparks were falling over the aluminum roof sheets which are not at all a combustible material.

On the other hand a loose connection in the circuit breaker is likely to cause heat and fire since the circuit breaker is made of good heat conductor materials. These observations were also made during site visit as stated in the

site visit report that cables connecting the pole and the bracket, and a piece of cable connecting the house bracket to the energy meter (Lead in cable/wire) were in good condition. Further to close the chapter on this issue we looked at C1 and site Visit Report which showed the Fire pattern at the house had severe burns and smoke from the kitchen going backward to the rear door, rather than at the front part of the house, more specifically at the point of bracket where fire was claimed to originate. Based on the foregoing, we find the Respondent not negligent and not responsible for the cause of fire which consumed the Complainant's house.

**3.2 whether the Respondent is liable for loss suffered by the Complainant;**

The Complainant seeks to hold the Respondent responsible for the loss he suffered being damage to his house and house-hold tools. Having answered the first issue in the negative, it follows as day follows night therefore that the Respondent is not liable for the loss suffered by the Complainant.

**3.3 what reliefs or remedies if any, are the parties entitled to?**

The Complainant prays for compensation at the tune of TZS 300 million for loss of property caused by fire which he alleges that was caused by an electric fault from the Respondent's infrastructure. The Respondent on the other hand prays that the complaint be dismissed for lack of merit. Based on the foregoing we hereby declare and order that the Complaint be and is hereby dismissed. Each party shall bear its own cost.

**GIVEN UNDER SEAL** of the Energy and Water Utilities Regulatory Authority (EWURA) at Dar es Salaam this 21<sup>st</sup> day of December, 2018.

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**NZINYANGWA E. MCHANY**  
**DIRECTOR GENERAL**