

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

**COMPLAINT NUMBER: QN.71/474/11 OR GA. 71/472/173**

**MOHAMED YASIN FOR AND ON BEHALF OF  
TOUR CARE TANZANIA.....COMPLAINANT**

**VERSUS**

**TANGA URBAN WATER SUPPLY  
AND SANITATION AUTHORITY .....RESPONDENT**

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**AWARD**

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*(Made by the Board of Directors of EWURA at its 132<sup>nd</sup> Ordinary Meeting held  
at Dodoma on the 22<sup>nd</sup> day of September, 2018)*

**1.0 Background Information**

On 23<sup>rd</sup> February, 2018, Mr. Mohamed Yasin, acting for and on behalf of Tour Care Tanzania ("the Complainant") filed a complaint at the Energy and Water Utilities Regulatory Authority ("EWURA") ("the Authority") against the Tanga Water Supply and Sanitation Authority ("the Respondent") for unlawful billing. The Complainant alleges that the Respondent has been issuing unrealistic and unlawful bills since July, 2017, which has resulted into the accumulated debt of about TZS 5, 217,946.80 as of 3<sup>rd</sup> June, 2018. The Complainant prays that the said bills and the consequent debt be declared unlawful and be removed from the Complainant's account. The Complainant further states that the bill almost doubled from the month of July 2017 and

that he complained to the Respondent but no action was taken. The Complainant further explains that the monthly bills continued to increase geometrically quite contrary to the actual amount of water used at the premises and until February, 2018 the Respondent has not taken any action in order to resolve the matter. The Complainant claims further that after filing the complaint and engaging a lawyer then the Respondent emerged from their comfort zone and started taking action. The Complainant says a meter testing was done and confirmed the meter was working properly but a leakage test revealed that there was a leakage which the Complainant considered as too minor to have caused the exorbitant bill. The Complainant therefore continues to dispute the bills and the debt thereof.

Upon receipt of the Complaint, the Authority ordered the Respondent to submit its defense to the complaint within twenty-one (21) days as required by Rule 5 (1) of the EWURA (Consumer Complaints Settlement Procedures), Rules, GN 10/2013. The Respondent filed a reply to the complaint on 27<sup>th</sup> April, 2018 and states that they visited the Complainant's premises twice in February and April 2018. The Respondent claims that in both occasions they advised the Complainant to conduct maintenance by replacing old pipes with new ones because the tests conducted revealed that there was a leakage in his system. The Respondent further claims that until the end of April, 2018 the Complainant had not done sufficient repairs since the leak detector still detected leakage in the system. The Respondent claims that they pledged to cooperate with the Complainant to find a solution to his complaint although the Complainant was not appreciative of anything they were doing for him.

Efforts to mediate the parties did not succeed hence the matter was forwarded to the Division of the Authority for hearing.

## **2.0 Hearing Stage**

During hearing which took place on 23<sup>rd</sup> and 24<sup>th</sup> of July, 2018 and attended by both parties, the Complainant Company was represented by Mr. Mohamed Yasin who is the Director and operator of the company Office and restaurant, whereas the Respondent was represented by its officers namely Daudi Mkumbo and Erick Chediel. The following issues were framed for determination:

- 2.1 *Whether monthly bills issued by the Respondent from August 2017 to February, 2018 are correct;***
- 2.2 *Whether the accumulated debt of TZS 5,217,946.80 as at 3<sup>rd</sup> June 2018 is a lawful debt; and***
- 2.3 *What remedies if any, are the parties entitled to?***

During hearing Mr. Mohamed Yasin stood as the only Complainant witness (CW) whereas the Respondent had two witnesses namely Mr. Daudi Mkumbo the billing Officer (RW1) as well as Mr. Erick Chediel the assistant Billing Officer as (RW2). The Complainant tendered six documents which were all admitted in evidence as follows. The documents tendered and admitted include the Letter dated 20<sup>th</sup> May 2018 from the Complainant addressed to the Tanzania Revenue Authority (TRA) (**Exhibit "C1"**), Notice of termination of service (**Exhibit "C2"**), Measurement Protocol Form (**Exhibit "C3"**), Customer Statement from July 2016 to June 2018 (**Exhibit "C4"**) and the letter from the Complainant to NHC requesting for permit to excavate water pipes (**Exhibit" C5"**) and the Permit from NHC to the Complainant (**Exhibit "C6"**).

The Respondent on the other hand tendered the Customer Charge History from July 2016 to June 2018 (**Exhibit" R1"**), Customer Statement showing latest reading of June, 2018 (**Exhibit "R2"**) and Four Photographs marked collectively as **Exhibit "R3"**.

## **3.0 The Decision**



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

**3.1 *Whether monthly bills issued by the Respondent from August 2017 to February, 2018 are correct;***

In his testimony CW1 the director of the Complainant Company that the Complainant's maximum bill to have been paid for the period between January, 2016 and July, 2017 was TZS 200,000.00; but from August, 2017 to February, 2018 the average monthly bill went up to TZS 300,000.00 and more. CW further testified to the effect that the rise in monthly bills issued by the Respondent is not proportional to the actual water used at the premises. CW further states that even though the Respondent's tests discovered a leakage, the said leakage was not so significant to justify the sudden increase in bills. However, CW acknowledges that the meter was tested and found to be in good order.

On the other hand, both RW1 and RW2 testified to the effect that, the disputed bills are correct and they had no problem at all. As per the Respondent's witnesses the Complainant's meter was functioning properly and the tests conducted thereto confirmed the said meter was working properly. According to these witnesses the rise in the Complainant's bill was caused by underground leakage of metered water. The said leakage was discovered during the investigation conducted at the Complainant's premises which involved both the Complainant and the Respondent as shown in exhibit R3. Following discovery of the leakage, the Complainant was advised to carry out maintenance work at his premises which he did around May, 2018. The Respondent's witnesses pray that the Complainant be ordered to pay the disputed bills.

According to all witnesses meter testing was conducted by the Respondent at the Complainant's cost and the meter was found to be working properly as per exhibit C3 which was tendered by the Complainant's witness. We have examined exhibit "C3" and we are of the view that the meter testing results would have been more credible if the testing was done by an independent evaluator. However given the fact that the testing was done in the presence of the Complainant's representative and the results were not contested; and the fact that the subsequent test was conducted on site and corroborated the first test we do not see any reason to discredit the test results. In that regard, it is our considered opinion that the properly working meter will produce correct readings which will also produces a correct bill.

On the other scenario we have considered the fact that a leakage was discovered during the inspection conducted at the Complainant's premises after the second meter test suggested the presence of a leak. The Respondent's witnesses testified that upon conducting an investigation on site they observed that the meter was counting even though all tapes were closed. This observation suggests that there must be a leakage somewhere. The excavation of pipes discovered that at the one end of the building where the metal pipe joins the plastic pipe just before it enters the restaurant kitchen there was a leakage. The leakage was a result of wear and tear to the pipe. The leaked water according to the Respondent's witness escaped through the nearby dirt water chamber by following the line of the dirt water pipe from the kitchen. This finding suggests that the leaked water escaped through the dirt water drainage and therefore preventing the leaked water from surfacing on the ground. Following this discovery which the Complainant witness though acknowledges but states that it was not so significant, the Respondent advised the Complainant to carry out repairs.

Our interest was to see whether there were any changes in the Complainant's subsequent bills after the repairs were done to the Complainant's premises. The readings done on 11<sup>th</sup> June after the repairs



showed that the Complainant consumed only 22 units compared to previous reading where he consumed 170 units as per exhibit R2. Furthermore, we ordered another reading which was done on 24<sup>th</sup> July, 2018 and showed that the Complainant had consumed 29 units only. This new revelation has moved us to believe that the Complainant's bill is going down following the repair of the pipe which has been leaking. The Division had an opportunity to visit the locus in quo and during the said visit they found a toilet tap on and water was flowing at a massive rate. Based on the foregoing it is our considered opinion that the Complainant had poor management or supervision over water use in his premises. The toilets which are located at the rear were not attended hence making it easy for a lousy customer to leave a tap on and cause massive loss of water. Based on the foregoing we are of the view that as the meter was not faulty, and that part of the metered water was previously lost due to leakage and poor management, we find the Complainant's grievances against the disputed bills to be unfounded.

**3.2 *Whether the accumulated debt of TZS 5,217,946.80 as at 3<sup>rd</sup> June, 2018 is a lawful debt***

The Complainant's witness said that the Complainant's bill started to increase in August, 2017 and the said trend continued up to March, 2018 when the service was temporarily suspended owing to an accumulated debt. By 3<sup>rd</sup> June, 2018 the outstanding debt according to the notice of termination of service exhibit C2 was 5,217,946.80. But as discussed in issue number one above the disputed bills which resulted into the accumulated debt were a result of monthly readings of the meter whose accuracy we do not doubt. Based on the foregoing it is our considered view and we hereby hold that the accumulated debt of TZS 5,217,946.80 is a justified and lawful debt.

**3.3 *What remedies if any, are the parties entitled to?***

The Complainant had prayed that the Respondent's bills from August, 2017 to February, 2018 be declared unlawful and the resulting accumulated debt be cancelled. On the other hand the Respondent prays that the complaint be

dismissed for lack of merit and the Complainant be ordered to settle the disputed bills.

As per our holding in the first and second issue the complaint must fail and the Complainant is hereby ordered to pay the disputed debt which has accumulated to TZS 5,217,946.80 as of 3<sup>rd</sup> June, 2018 and any other subsequent bills. No orders as to costs.

**GIVEN UNDER SEAL** of the Energy and Water Utilities Regulatory Authority (EWURA) at Dodoma this 22<sup>nd</sup> day of September, 2018.

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