

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

**COMPLAINT NUMBER: EWURA/33/4/276**

**BETWEEN**

**PRIVA CLEMENCE MRAMBA..... COMPLAINANT**

**AND**

**DAR ES SALAAM WATER SUPPLY  
AND SEWERAGE CORPORATION..... RESPONDENT**

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**AWARD**

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*(Made by the Board of Directors of EWURA at its 117<sup>th</sup> Ordinary Meeting held at  
Dar es Salaam on the 18<sup>th</sup> day of April 2017)*

**1.0 Background Information**

On 16<sup>th</sup> December 2016, Mr. Priva Clemence Mramba of P. O. Box 2000, Burumawe Boko, Dar es Salaam ("the Complainant"), lodged a complaint at the Energy and Water Utilities Regulatory Authority ("EWURA") ("the Authority") against the Dar es Salaam Water Supply and Sewerage Corporation, (DAWASCO) ("the Respondent"). The Complainant is complaining about the Respondent's failure to read his meter and unattended leaking water pipe at his premises. The Complainant is also disputing his water bills for the months of August 2015 to January 2016 on grounds that the Respondent based its calculations on a new rate which became effective only in December 2015. The Complainant states that on 4<sup>th</sup> January 2016, he visited the Respondent's offices in Boko with his meter

readings and paid his water bills. The Complainant further stated that on the same day, he wrote a letter to the Respondent's Manager in Boko about his meter which was not read for a long time despite the fact that he had reported the matter to the Respondent several times. The Complainant stated further that he requested the Respondent to adjust the tariff applied to calculate the units consumed because some of the units were consumed prior to the new tariff which became effective only in December 2015. The Complainant claims further that the matter remained unattended and he wrote another letter to the Respondent on 30<sup>th</sup> August 2016 as a follow up on the matter and also informing the Respondent that there was a leaking water pipe close to his meter. Consequently, the Complainant sought Orders from the Authority that the Respondent:

- (a) refund him extra monies charged to calculate the bills using the new tariff which was approved in December 2015;
- (b) compensate the Complainant for damages suffered;
- (c) pay the Complainant interest accrued on extra monies charged; and
- (d) pay costs of the complaint.

Upon receipt of the Complaint, on 21<sup>st</sup> December 2016, the Authority ordered the Respondent to submit its defence to the complaint within twenty one [21] days as required by the EWURA (Consumer Complaints Settlement Procedures), Rules, GN 10/2013. On 17<sup>th</sup> January 2017, the Respondent submitted its defence and stated that the Complainant was charged in December 2015 with a correct tariff approved by EWURA of TZS 1,663 per unit and not otherwise. The Respondent stated that there were no extra charges levied to the Complainant's bill because the new tariff commenced in December 2015 and he was billed according to his meter readings and not estimates. Furthermore, the Respondent argued that the Complainant's claim for compensation for damage suffered and interest be rejected because the Respondent acted lawfully.

A mediation meeting involving both parties was conducted on 16<sup>th</sup> March 2017. During the meeting, the Respondent acknowledged and apologized

for the negligence caused by its staff who were said to be new to the area and failed to locate the Complainant premises thus failing to read the Complainant's meter for a long period of time and further failed to timely attend the leaking water pipe at the Complainant's premises. The matter was settled and parties agreed on the following terms:

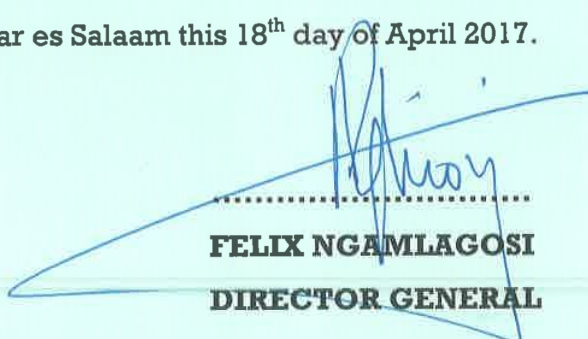
- (a) that the Respondent shall pay the Complainant a sum of TZS 132,790.25 as the difference in price per unit for 232.7 units of water charged using the new tariff instead of the old tariff;
- (b) that the agreed amount provided in paragraph (a) above shall be credited to the Complainant's account by the end of March 2017; and
- (c) that the Complainant shall withdraw all other claims.

The agreed points 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 and contained in the Settlement Form.

## **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 costs.

**GIVEN UNDER SEAL** of the Energy and Water Utilities Regulatory Authority (EWURA) in Dar es Salaam this 18<sup>th</sup> day of April 2017.



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**FELIX NGAMLAGOSI**  
**DIRECTOR GENERAL**