

THE ENERGY AND WATER UTILITIES REGULATORY AUTHORITY

(EWURA)

COMPLAINT NUMBER EWURA/33/1/146

BETWEEN

RASHID MWENYEMVUACOMPLAINANT

VERSUS

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

AWARD

(Made by the Board of Directors of EWURA at its 105th Extra Ordinary Board Meeting held at Dar es Salaam on the 5th day of March 2013)

1.0 Background Information

On 21st March 2012, Mr. Rashid Mwenyemvua ("the Complainant") lodged a complaint at the Energy and Water Utilities Regulatory Authority ("the Authority") against Tanzania Electric Supply Company Limited ("TANESCO") ("the Respondent") disputing an outstanding debt of TZS 854,124.00. The Respondent on the other hand claims that the Complainant owes them the outstanding amount.

The Complainant claims that on 24th June 2010, the Respondent's Kibaha office changed the Complainant's meter from conventional to LUKU and on 26th June 2010, the Complainant commenced using the said LUKU meter by purchasing units from LUKU vendors. On 15th February 2012, the Complainant, while purchasing electricity at a point of sale, he was told that his account has been blocked due to existence of an outstanding debt. The Complainant further asserts that upon realizing the existence of the debt he requested from the Respondent, a detailed breakdown of the same but the Respondent did not oblige.

After receipt of the complaint the Authority, on 21st March 2012, wrote to the Respondent requesting them to deal with the said complainant in accordance with the EWURA Act, Cap 414, the Electricity Act, Cap. 131 and other applicable laws. The Respondent did not respond as ordered and as a result, on 14th June 2012, and pursuant to the provisions of Rule 5 (1) of the EWURA (Consumer Complaints Handling Procedure) Rules, GN No. 30/2008, the Division of the Authority decided to hear the complaint *ex-parte*.

2.0 Hearing Stage

On 23rd August 2012, the matter was called for an *ex-parte* hearing and the Complainant represented himself. The following issues were framed for determination;

- (a) whether an outstanding debt of TZS 854,124.00 is justifiable; and
- (b) what relief the parties are entitled to?

During hearing the Complainant stood as the only witness (CW) and he tendered various documents as exhibits.

3.0 **Decision**

In arriving to our decision, we have considered the applicable laws which include the EWURA Act, Cap. 414, ("the EWURA Act"), the repealed Electricity Act, Cap. 131 ("the Act") and the EWURA (Complaints Handling Procedure) Rules, GN No. 30/2008. We have also considered the testimony of the CW together with the tendered evidence and good electricity industry practices. Our decisions on the issues are as follows:

Issue No. 1: Whether the outstanding debt of TZS 854,124.00 is justifiable

It is not in dispute that the Complainant is the customer of the Respondent and that throughout the disputed period he has been purchasing electricity from the Respondent. It is further not in dispute that the Complainant continued to consume electricity from the Respondent after the LUKU meter was installed at his premises.

In determining this issue, we paid a special attention to a list of electricity bills covering the period between 2010 and 2012 (which were admitted collectively as exhibit "C6"). A close scrutiny of the bills submitted proves, on balance of probabilities, that during the disputed period, the Respondent wrongly credited the Complainant with more units than what was paid for. To be precise, exhibit "C1" shows that upon paying 5,000.00, the Complainant received a total of 126.4 units instead of 38 units in line with the approved tariff of TZS 129.05/kWh. In addition, on 4/08/2010, the Complainant paid TZS

3,000.00 and received 95.9 units instead of 0.29 units, on 28/8/2010, again the Complainant paid TZS 5,000.00 and received 126 units instead of 30.23 units and the same trend was observed in the transactions made in the following months. When computed in terms of the units consumed, the Complainant, for a period between 29th June 2010 and 19th January 2012 ("the disputed period"), paid a total of TZS 144,000.00 instead of TZS 650,609.30.

During hearing it was also noted that after discovery of the errors, the Respondent started to deduct, from the money paid by the Complainant to buy electricity through a LUKU meter, in order to settle the outstanding bills. It was observed that with every purchase, the Complainant was deducting 50% or more of the amount paid to purchase electricity. Exhibit "C2" one of the receipts tendered dated 15th February 2012 shows that the Complainant purchased units worth TZS 10,000.00 but received only 1 unit. Thereafter the Complainant paid an additional TZS 10,000.00 and received 18 units. This was the trend from 15th February 2012 to 17th July 2012 where the deductions were halted by an Order of the Authority and the Complainant was able to purchase electricity without deductions.

Based on the foregoing, we are satisfied that the Complainant has, during the disputed period, consumed electricity from the Respondent and paid less for the said services. We have also taken some time in evaluating the available evidences and observed that the Respondent has erred in computing the outstanding debt payable by the Complainant. After a thorough analysis of the evidences tendered, we are satisfied that the total outstanding debt the Complainant was obliged to pay before the Respondent started the deductions stood at TZS 506,609.32 and not TZS 854,124.00 as alleged by the Respondent. Out of the total outstanding debt of TZS

506,609.32 the Complainant had already paid TZS 155,900.00 and therefore the remaining balance is TZS 350,709.32.

In the final analysis and based on the foregoing, it is our holding that the outstanding debt of TZS 854,124.00, claimed by the Respondent is unjustified. Following a partial settlement of the outstanding bills by the Complainant, the Respondent is entitled to recover from the Complainant, the outstanding bill amounting to TZS 350,709.32.

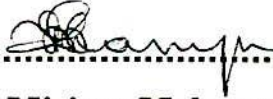
Issue No. 2: What reliefs are the parties entitled to?

The Complainant is complaining on the unilateral decision by the Respondent to start deducting some money with a view to settling the debt which he did not know. It is obvious that, from the records, the Complainant has nothing to do with what caused the outstanding debt. However, as we said when deciding on the first issue, the Complainant has benefited, albeit mistakenly, by receiving more power than what he was supposed to receive.

Based on the foregoing, we have decided that:

- (a) the complaint is allowed to the effect that the outstanding debt to be paid by the Complainant to the Respondent is equal to TZS 350,709.32;
- (b) the Respondent be as it is hereby ordered to ensure that, while recovering the outstanding debt amounting to TZS 350,709.32 from the Complainant; it never deducts more than 10% of the value of each transaction made by the Complainant; and
- (c) the Respondent shall bear the costs of this complaint.

GIVEN UNDER SEAL of the Energy and Water Utilities Regulatory Authority (EWURA) in Dar es Salaam this 5th day of March 2013.



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Miriam Mahanyu

SECRETARY TO THE BOARD