

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

COMPLAINT NUMBER: EWURA/33/1/443 OR GA. 71/135/76

BETWEEN

USHIRIKA KILIMO CHA UMWAGILIAJI MPUNGA DAKAWA....COMPLAINANT

AND

TANZANIA ELECTRIC SUPPLY COMPANY LIMITED.....RESPONDENT

AWARD

*(Made by the Board of Directors of EWURA at its 122nd Meeting held at Dar es
Salaam on the 15th of September, 2017)*

1.0 Background Information:

On 14th November, 2016, MR. Charles Peter Pangapanga an authorized representative of Kilimo cha Umwagiliaji Mpunga Dakawa ("the Complainant") lodged a complaint at EWURA against the Tanzania Electric Supply Company Limited, ("TANESCO") ("the Respondent") complaining against a supplementary bill raised by the Respondent. The Complainant states that they are a union of rice farmers who inherited farms of about 9,000 acres from the former National Food Company (NAFCO). That the said farm is operated under an irrigation scheme which includes water supply pumps and other water infrastructures which are dependent on electricity supply from the Respondent. The Complainant further avers that the union has been a customer of the Respondent in category T3 since 2011. That on 16th May, 2016 the Respondent conducted meter audit at the Complainant's electrical

infrastructure. The findings of the audit were communicated to the Complainant on 14th July, 2016 which revealed that the Complainant's meter was faulty for having voltage mismatch and reversal on the red and blue phases. Following this discovery the Respondent revised the Complainant's bill and therefore the Complainant was required to pay TZS 291,162,921.86 as a supplementary bill covering the period between December, 2011 and May, 2016. The Complainant disputes this supplementary bill and is seeking an order of the Authority to declare it unjustified.

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 the EWURA (Consumer Complaints Handling Procedures) Rules, GN 10/2013. On 5th December, 2016, the Respondent submitted its defence stating that the supplementary bill raised was due to a malfunction of the meter which was detected during an inspection conducted on 16th May, 2016. The bill is for energy consumed by the Complainant but not counted by the meter due to the malfunction. The Respondent concluded that the Complainant is liable to pay for the energy as shown on the supplementary bill.

A mediation meeting was held on 23rd January, 2016 at Morogoro but parties failed to reach an amicable settlement. The matter was therefore referred to the Division of the Authority for hearing.

At the hearing which commenced on the 24th July, 2017 the Division having gone through the complaint saw that there was still a chance for the parties to amicably settle the matter. The decision to allow the parties to further pursue mediation was prompted by the fact that, the parties had observed a serious error on the computation of the supplementary bill which if it was rectified there would be a great possibility to reach a resolution without a hearing. The error was occasioned by the Respondent's failure to observe Regulation 8 of

the Electricity (General) Regulations GN. 63 of 2011 as well as Rules 49 and 51 (1) and (2) (b) of the Electricity (Supply) Rules GN. 175 of 2016 which was revoked by GN. 4 of 2017 which retained the provisions of the said rules in verbatim with regard to preparation of supplementary bills.

Under the afore mentioned regulation and rules a supplementary bill raised as a result of a meter malfunction revealed in the course of meter inspection shall not exceed the period of twelve (12) months . The supplementary bill which is a subject of this Complaint covers the period from December, 2011 to May, 2016 which is about 53 months thus exceeding the prescribed period of 12 months. This being the case therefore, the bill ought to be adjusted to cover only the period prescribed under the law.

Having made the above explanation of the matter to the advocates of the parties, the parties re-considered the matter and under the guidance of their advocates and the Division and were able to reach a settlement and agree on the following point:

- (a) the Complainant shall be refunded any sum paid as a supplementary bill resulting from a meter malfunction if it is established that the said supplementary bill exceeds the legally prescribed period of 12 months;
- (b) the Complainant shall pay to the Respondent the sum of TZS 54,283,755.11 instead of TZS 291,162,921.86 as the supplementary bill resulting from meter malfunction which was detected on 16th May, 2016. This payment is in compliance with Rule 51(2) (b) of the Electricity (Supply) Rules GN. 4 of 2017;
- (c) according to technical operation guidelines and for security reasons the infrastructure installed at and serving the Complainant cannot be switched off completely during off season. As a result the Complainant

shall continue to be charged an equivalent of 75% of his monthly consumption during the cultivation season;

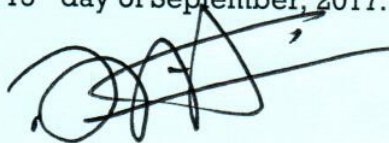
- (d) the Respondent shall improve her customer relations including advising the Complainant on the best measures to reduce electricity consumption, thus saving money and energy; and
- (e) the claim for costs by the Complainant be withdrawn.

The above points of agreement were reduced into writing as required by Rule 13 (4) of the EWURA (Complaints Handling 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 (Complaints Handling 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 15th day of September, 2017.



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ENG. GODWIN SAMWEL
DIRECTOR GENERAL