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**Testimony Before the Energy and Technology Committee
February 19, 2008**

**Bill No. 5327, An Act Concerning Utility Service
Termination.**

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Connecticut Legal Services is a private, nonprofit law firm which represents people of low income. We commonly have clients who are tenants and have utility access, billing and termination issues and we support the efforts of this committee to address some of these issues in this bill.

1. WE SUPPORT BILL NO. 5327

In general we support the adoption of this bill because it helps protect tenants/occupants who may or may not have individually metered utilities from shut-offs/terminations while narrowing the ability of non-occupants to terminate services.

Though not common, we have had tenants whose landlords try to speed up the eviction process by having the tenant's utilities shut off. In one instance the landlord turned off the electricity of an individually metered, diabetic tenant who kept his insulin in the refrigerator. The tenant was poor, disabled and on food stamps. Not only did he have to find an emergency alternative to store his insulin, all of his food rotted in the seven days it took to get his electricity turned back on. This bill will help avoid the utility being turned off, get a utility turned back on and help to avoid the type of emergency situation which proved to be a major medical set-back for this disabled tenant.



2. WE OFFER A SUBSTANTIVE AMENDMENT.

It is not unusual for an individually metered customer to actually be paying utilities costs beyond their exclusive use. This often happens in older housing stock or housing stock that has been converted, for example, from a one family home to a multifamily complex. By way of example, through confused or improper wiring or utility connections an individually metered customer can end up "hooked up" to utilities supplying heat or lighting for common areas such as hallways, driveways, garages, stairways, outside lighting, laundry rooms, etc.

One client we assisted was a tenant who received a shut-off/termination notice from her electric company because of a significant payment arrearage. The client was a single mother of a four-year old daughter living a two-room basement apartment. She had an individually metered electric utility. Her income was at or below the federal poverty level. Even though the landlord supplied heat for the unit in the lease, the monthly electric bill for the unit was over two hundred dollars (\$200) per month.

We encouraged the client to contact her electric utility in order to determine why her bill was so high. The landlord had sole access to the individual meters and facilities and delayed in permitting the electric company access to these facilities. When an assessment was eventually done by the electric company it was discovered that due to improper wiring by the landlord, the single mother was being charged for the electric hot water used by the two other rental units in the converted one-family house, and for common area lighting.

The substantive amendment we offer addresses this problem in two ways: 1) it sets a time line for the utility to investigate a complaint by a customer and for the landlord to cooperate with the investigation or be liable for the cost of the service from the date of the complaint; and 2) it provides a remedy to the customer if she had been paying for utilities beyond her exclusive use.

Our rationale for offering this substantive amendment is due to the fact that this bill could provide additional protections from terminations of utility services for tenants.

Proposed additional language to Section 2(c)

The public service company, electric supplier, municipal utility or heating fuel dealer supplying electricity, gas, water or heating fuel to the building, shall investigate within thirty days any customer complaint that individually metered or billed services is not for the customer's exclusive use in the customer's dwelling unit. If the landlord fails to provide access to the facilities within seven days after a written request for such access, within forty-five days of the customer complaint, the public service company, electric supplier, municipal utility or heating fuel dealer shall make the owner, agent, lessor or manager of the residential dwelling the customer or record, liable for service from the date of the customer's complaint.

If it is verified by the public service company, electric supplier, municipal utility or heating fuel dealer that the customer has been paying for utilities beyond his/her exclusive use, the difference between what the customer actually paid and what the customer should have been paying for the utility will be credited to the customer and charged to owner by the public service company, electric supplier, municipal utility or heating fuel dealer supplying electricity, gas, water or heating fuel back to the date the customer assumed residency in his/her unit.

3. WE OFFER A TECHNICAL AMENDMENT

Section 1(a) lines 1 and 2 are confusing:

(a) line 1 and 2: A person does not terminate, the utility does. The language should read:

(a) "A person [seeking to terminate] who seeks to have electric, gas, telecommunications or water service terminated [to] at a residential dwelling . . ."

Section 1(b) lines 16-17 are confusing:

(b) same problem as above:

(b) ". . . customer's authorized representative who seeks to [terminate] have electric, gas, water or telecommunications service terminated [to] at a residential . . ."

[proposed deletions are enclosed in brackets. Proposed additions are indicated by underline.]

