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Division of Public Utilities

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## MEMORANDUM

**DATE:** August 3, 2015

**TO:** Public Service Commission

**FROM:** Division of Public Utilities  
Chris Parker, Division Director  
Marialie Wright, Customer Service Manager  
Erika Tedder, Office Specialist

**RE:** Brittnie Boberg v. Questar Gas Company  
Docket No. 15-057-08

**Recommendation: Schedule a Hearing**

**Complaint Analysis:**

On June 12, 2015, Ms. Brittnie Boberg (Complainant) submitted an online informal complaint to the Division of Public Utilities (Division) against Questar Gas (Company) regarding an unresolved billing dispute.

Complainant claims that upon the exit of a roommate, she attempted to initiate gas service in her name on May 11<sup>th</sup>, 2015, at a student housing premises. Complainant was advised by Company that the previous roommate failed to make a single payment on the gas account, so the outstanding balance was applied to the Complainant's newly initiated account. Complainant contacted Company to review the service contract signed by the ex-roommate, but states that Company declined and referred Complainant to Company's online tariff. Complainant claims that Company advised that they were following their tariff rules, but Complainant disputes that this debt is her responsibility because her name and signature were absent from the ex-roommate's service contract. Complainant states that she wants the ex-roommate to be held accountable for the debt instead of applying it to the account now under the Complainant's name. Further, Complainant denies having agreed to assume the roommate's debt.

**Company Response:**

Elia Lopez, Questar Gas Company's Regulatory Analyst, responded to Brittne Boberg's informal complaint on June 17<sup>th</sup>, 2015. Ms. Lopez stated although the service had been set up in the ex-roommate's name starting on January 22, 2015 there were no payments ever made on that account. Complainant provided a lease showing her occupancy began on February 1, 2015. Company claims that Complainant was advised of the debt, and during a phone conversation on May 11<sup>th</sup>, 2015, agreed to assume the debt beginning from February 1<sup>st</sup>, 2015 in order to set-up service in Complainant's name.

Ms. Lopez stated that according to Company's research, it was determined that Company is in compliance with 9-2 of the Utah Natural Gas Tariff: in absence of a signature, the delivery of natural gas service and the acceptance of service by the customer will be deemed to constitute an agreement between Company and customer.

**DPU Comments & Recommendation:**

The Division recommends that Complainant be allowed a hearing so that all evidence and sworn testimony can be evaluated by the Public Service Commission to determine who is responsible for the debt. There exists a dispute about whether the Complainant agreed to assume her roommate's debt, the effect of any assumption on the Complainant's ability to seek further redress, and the proper application of relevant tariff and rule provisions.

In addition to this recommendation, as per R746-200-3-C, the Division suggests that the Company more actively recommend that service at this student housing premises be in the property owner's name. When more than one rental agreement exists for tenants inhabiting a rental property, whether they are cohabiting, within the meaning of R746-200-3-B, is uncertain. Because of that uncertainty, inequities like that existing in this matter become more likely. R746-200-3-C is designed to encourage the Company to proactively guard against disputes like this one.