

# Public Utilities

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## What is a public utility?

It is a public utility district (PUD) or governmental agency such as a city or county that provides water, electricity or gas. We call these the "provider."

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- ❖ To find out if your services are public or private, call the company or the Washington Utilities and Transportation Commission (UTC), toll-free: 1-800-562-6150.
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## Who should not read this?

Do not read this if the utility is provided by a private source, such as a community well of a homeowners' association, a cooperative such as Inland Power and Light, or a privately owned utility company, such as Puget Power, Pacific Power and Light, Washington Water Power, Cascade Natural Gas, Northwest Natural Gas or Washington Natural Gas.

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- ❖ The [Utilities and Transportation Commission](#) (UTC) regulates privately owned utilities. You may have other rights if served by a private utility. Call the UTC for more info.
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## Can the provider refuse to put service in my name?

**No.** But you may have to do some things before you can get service in your name.

### Examples:

- Pay or enter into a repayment plan for past due bills, even from a different address
- Pay a (re-)connect fee
- Pay a security deposit - you can ask to have this waived (forgiven) with proof of a good payment record
- Supply basic info and/or sign documents that you will pay for services

## Can I pay an average monthly amount throughout the year to avoid high winter heating bills or summer water bills?

**Yes.** Any provider of utility service to heat your home, or cities providing water, must offer customers with low incomes "budget billing" or "equal payment." It must do this no matter what time of year you ask for it, how long you have lived there, and whether you rent or own. [Washington Administrative Code \(WAC\) 480-90-138](#).

## I have kids. Can the provider shut off my service?

**Yes.** There is no statewide protection against utility shut-off for people with kids. Some counties or cities have protections. Ask yours about this. They may work with you if both these are true:

- You have an emergency.
- You have shown a history of good payment and willingness to pay back bills.

## Can the provider shut off my service for nonpayment in the winter?

If you have a low income, they may **not** shut your service off between November 15 and March 15 **if** you do all these:

- Within five business days of getting the overdue notice, tell the provider you cannot pay the bill. Even if you do not act within five days and your service is already off, you can get it reconnected by taking the next steps. You must pay any reconnection charges.
- Ask them who runs the federal energy assistance program in your area. It is usually the local Community Action Program. Give that program a statement of your household income for the past twelve months. They will make sure you have a low income. They will decide the maximum you must pay on your bill. Ask the program about any other services required, such as weatherization or utility assistance.
- Prove you have applied for any other help available for home heating in your community. Give a statement that you will use any other help you get to pay current and future utility bills.
- Prove you have applied for low-income weatherization help, if available.

- Agree to a payment plan that brings you current by October 15. You can pay as much as you want during the repayment period. The provider cannot make you pay more than 7% of your monthly income, plus one-twelfth of any amount owing after you turned in your application.
- Agree to pay what you owe even if you move.

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❖ A P.U.D. or city must include this info in your past due notice. It must also help you get through all the steps above. The law for this is in the Revised Code of Washington ([RCW 54.16.285](#) (P.U.D's) and [RCW 35.21.300](#) (cities). Read the law at your local law library, or online.

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## Am I responsible for bills the landlord or the last tenant did not pay?

Usually, no. See next paragraph for exceptions. You may have to pay a reconnect fee if the utility was shut off.

You are probably responsible for all or part of the past bills in someone else's name if you had an individual obligation, such as you lived at the address during the time billed, or you agreed with the landlord or last tenant to pay the bill for that period.

## Can they charge me for someone else's bill without my consent?

Generally, you are only liable for anyone else's bill if you agree to be. However, property owners are liable for utilities provided to the land they own, even if the tenant was supposed to pay. You do not have to sign a

paper to be liable for someone else's bill. Consistently paying someone else's bill, having your name on their account, or promising you would pay may all look like agreeing to be responsible for their account.

### **I have been responsible for someone else's account in the past. I no longer want to be. What should I do?**

Send the provider a dated, written statement stating you will no longer be responsible. Include name(s) and account number(s). Keep a copy of the letter for yourself. If charges for those accounts show up on your bill anyway, see "What if I disagree with my bill," below.

### **My landlord did not pay their bill. Can the provider shut off my service?**

Yes, **but you must get written advance notice of the shut-off and a chance to appeal.** Different providers have different notice periods and procedures.

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- ❖ If you did not get written notice of the shut-off, read the next section after this one.
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If the utility is already in your name, or you and the landlord agreed you would pay the utility, you are already responsible for payment. Contact the provider about a repayment plan.

If your landlord is currently responsible for the bill, the provider should give you both:

- written notice of a threatened shut-off
- a chance to put the utility in your name

Then you will be responsible for future bills. The provider cannot make you pay the landlord's or past tenant's past bills. If the provider tries, you can send the provider a letter based on the form letter at the end. You may have to pay a security deposit and/or reconnect fee.

While you are negotiating with the provider, talk to the landlord, too. State [landlord-tenant law](#) prohibits the landlord from shutting off your utilities even if you are behind in rent. A landlord who intentionally shuts off service faces penalties including money damages, attorney's fees and court costs for you. [RCW 59.18.300](#).

To collect from the landlord for intentionally shutting off your utility and/or failing to pay the bill, read [How do I Sue in Small Claims Court](#) and [Tenants' Rights](#). **If you deduct from your rent before winning a judgment against the landlord in court, you may be evicted.** Talk to a lawyer first.

### **What if I did not get any notice that my service would be shut off?**

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- ❖ If your lease says the landlord is responsible for the utility bill, read the section above and this one.
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A city utility must make a reasonable effort to provide written notice to your address at least seven days before cutting service if any of these is true:

- 1) You live in a multi-family rental unit that receives service through a single account.
- 2) The billing address is different from the service address.

- 3) The city has been notified that a tenant lives at the address.

If they shut off your service without giving you the required notice, call the utility immediately. Talk to the person in charge. They should turn your service back on right away and keep it on until you get proper notice and a chance to respond. If the utility will not restore service, ask to speak to the lawyer who handles its affairs. This is often the city attorney.

### What if I disagree with my bill?

If the bill is too high because of a water leak or other emergency not your fault, the provider may work with you to make a payment plan and/or cancel part of the charge. Call the provider. Explain what happened. They do **not** have to work with you. **The more polite you are, the better your chances.**

Any time you disagree with the bill amount, call the provider right away. State why you disagree. If you cannot fix the problem this way, ask for an administrative hearing.

### When do I have to ask for an administrative hearing?

Your provider may have a deadline to ask for a hearing after you get a bill. You should ask for a hearing even if you are trying to work things out with the provider. If the informal process does not work, you will not have missed the deadline.

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❖ **Ask in writing for the hearing.** Save a copy of the dated request for yourself.

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### What should I bring to the hearing?

- any papers or people who can support your claim
- extra copies of the papers with you for the PUD and for the hearing officer (judge)

### What if I disagree with the hearing officer's decision?

The hearing officer will explain any appeal rights you have.

### Can I get help paying my utility bills?

**Maybe.** Some providers discount electrical service to senior citizens and income families with a low income. Ask your provider.

Most PUDs have funds to help households with low incomes with utility bills they cannot pay, especially in winter. Different PUDs have different eligibility requirements.

You can also try your local Community Action Program (CAP) and DSHS office. DSHS' programs for families with children, Additional Requirements for Emergent Needs (AREN) and Additional Requirements (AR), can help with facing shut off. This help is only available once a year. Read [Additional Requirements](#).

### Where can I get more info?

PUDs and other providers must give you written info about:

- their services
- their policies
- their procedures about your rights as a utility consumer

This info includes explanations about:

- the providers' credit and deposit requirements, rates and charges
- metering and billing
- payment arrangements

- complaint procedures

The provider must send you this info if you ask for it. The full list of info you are entitled to is in [WAC 480-90-103](#).

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This publication provides general information concerning your rights and responsibilities. It is not intended as a substitute for specific legal advice.

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DATE

*(Utility company's name)*

*(Utility company's address)*

Re: Utility service for *(your physical address)*

Dear people:

I write about your refusal to put the utilities at *(your physical address)*

\_\_\_\_\_ in my name and bill me on a going-forward basis, unless I pay delinquent bills owed by my landlord, *(landlord's name)* \_\_\_\_\_ or a former tenant. Your refusal violates State and federal law. The law, summarized below, requires you to let me put the utility service in my name, to immediately reinstate utility service to me, and to bill me for use of the utilities going forward, without requiring me to pay amounts owed by the landlord or a former tenant.

**RCW 35.21.217(5)(a)** provides:

If an occupied multiple residential rental unit receives utility service through a single utility account, if the utility account's billing address is not the same as the service address of a residential rental property, or if the city or town has been notified that a tenant resides at the service address, the city or town shall make a good faith and reasonable effort to provide written notice to the service address of pending disconnection of electric power and light or water service for nonpayment at least seven calendar days prior to disconnection. The purpose of this notice is to provide any affected tenant an opportunity to resolve the delinquency with his or her landlord or to arrange for continued service. ***If requested, a city or town shall provide electric power and light or water services to an affected tenant on the same terms and conditions as other residential utility customers, without requiring that he or she pay delinquent amounts for services billed directly to the property owner or a previous tenant*** except as otherwise allowed by law and only where the city or town offers the opportunity for the affected tenant to set up a reasonable payment plan for the delinquent amounts legally due. If a landlord fails to pay for electric power and light or water services, any tenant who requests that the services be placed in his or her name may deduct from the rent due all reasonable charges paid by the tenant to the city or town for such services. A landlord may not take or threaten to take reprisals or retaliatory action as defined in RCW 59.18.240 against a tenant who deducts from his or her rent payments made to a city or town as provided in this subsection. *(Emphasis added.)*

Your refusal to provide me service unless I pay the delinquent bill of a third party relating to my address also violates the Equal Protection Clause of the United States Constitution. *See, for example, Golden v. City of Columbus*, 404 F.3d 950, 960-63 (6th Cir. 2005) (“The critical issue is whether terminating a tenant’s water service is a rational means of collecting the landlord’s water service debt. We hold that it is not.”); *O’Neal v. City of Seattle*, 66 F.3d 1064, 1066-68 (9th Cir. 1995); *Sterling v. Village of Maywood*, 579 F.2d 1350, 1355 (7th Cir. 1978); *Craft v. Memphis Light, Gas & Water Div.*, 534 F.2d 684, 689-90 (6th Cir. 1976), *aff’d*, 436 U.S. 1 (1978); *Davis v. Weir*, 497 F.2d 139, 143-46 (5th Cir. 1974); *Pilchen v. City of Auburn*, 728 F. Supp.2d 192, 202-04 (N.D.N.Y. 2010); *Freeman v. Hayek*, 635 F. Supp. 178, 183-84 (D. Minn. 1986); *Oliver v. Hyle*, 513 P.2d 806, 808-09 (Or. App. 1973).

In *Davis v. Weir*, service for the building was in the landlord’s name. Under the agreement between the tenant and landlord, the tenant would pay the landlord rent and the landlord would pay for the water service. After a dispute between the landlord and the city, the landlord refused to pay the water bill. The city shut off the building’s service. The tenant offered to pay the city for water service on a going-forward basis. The city refused unless the tenant also paid what the landlord owed the city. The courts found for the tenant, holding that “[t]he fact that a third-party may be financially responsible for water service provided under a prior contract is an irrational, unreasonable and quite irrelevant basis upon which to distinguish between otherwise eligible applicants for water service.” 497 F.2d 139, 141-46 (5th Cir. 1974), quoting 359 F. Supp. 1023, 1027 (N.D. Ga. 1973). Numerous courts, including the United States Court of Appeals for the Ninth Circuit, have reached the same result.

“Utility service is a necessity of modern life; indeed, the discontinuance of water or heating for even short periods of time may threaten health or safety.”  
*Memphis Light, Gas & Water Div. v. Craft*, 436 U.S. 1, 18 (1978). *See also Davis v. Weir*, 359 F. Supp. 1023, 1027 (N.D. Ga. 1973) (“The Court . . . believes it beyond question, that water is an absolute necessity of life.”).

Accordingly, I request that you immediately put the utility service for (*your physical address*) \_\_\_\_\_ in my name, reinstate utility service to me, and bill me for use of the utilities on a going-forward basis. If you choose not to, please provide me immediately with the name of and contact info for counsel whom my counsel or I may contact about scheduling a hearing on a motion for a temporary restraining order.

Sincerely,

(Your signature)