REPUBLIC OF KENYA

IN THE ENERGY AND PETROLEUM REGULATORY AUTHORITY

DISPUTE NO: EPRA/PEACP/CP/4/721/2025

DAVID NYAKANGO ONYANCHA.. PLAINTIFF

VERSUS

KENYA POWER & LIGHTING COMPANY, PLC ....RESPONDENT

DETERMINATION

A. BACKGROUND

1. The dispute between David Nyakango Onyancha (Plaintiff) and Kenya Power (Respondent) was first reported to the Energy & Petroleum Regulatory Authority (the Authority) through a letter dated 22nd April 2025.
2. Upon establishing that the Plaintiff had exhausted the Respondent's complaints and disputes handling procedures, the Authority invited the parties for the first hearing on the 16th of July 2025 pursuant to the provisions of the Energy (Complaints and Dispute Resolution) Regulations, 2012.
3. The dispute is on alleged irregular billing of electrical power consumption by the Respondent in relation to meter no.[redacted] and meter no;[redacted] owned by the Plaintiff.

B. PLAINTIFF'S CASE

4. It is the Plaintiff's case that in October 2023 he received a bill dated 12th October, -2023 showing current reading of Kshs 28,011, and a previous reading of Kshs

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27,183, of which 183 units was consumed and a bill of 27,014 which was due on 26th October,2025.

5. He avers that the bill was incorrect, exorbitant and did not tally with the actual meter readings and was never near the alleged reading of 28011 as per the said bill.
6. The Plaintiff further states that he made an official complaint at KPLC- Kitale Office and addressed the same to the County Business Manager (CBM) vide a letter dated 4th November 2024 which was received on 5th November 2024 and not responded to.
7. The plaintiff added that he continued to submit to KPLC Kitale the self-reading units because meter No [redacted] was active through KPLC's code number *977# up until October 2024 and he has continued making payments to date.
8. It is the Plaintiff's position that the said bill of Kshs. 27,592/=was incorrect as it was based on incorrect meter reading which were not in tandem with actual readings.
9. He also added that, meter number [redacted] for account number [redacted] was installed on 28th October 2024 by KPLC Kitale employees and meter No [redacted] which was subject to the disputed bill of Kshs 27,591/= was removed.
10. The Plaintiff states that he protested the said billing as it purports to show the meter is inactive and no units consumed with no current bill payable and yet the meter is active on site. He added that KPLC have ignored to address his complaint and are coercing him to pay the disputed bill by issuing a disconnection of power notice.
11. He avers that, KPLC Kitale Office has refused, ignored and neglected to do the following;
    - (i) To explain to him how the initial disputed bill of 12th October 2023 amounting to Kshs 27,014/=was arrived at.
    - (ii) To supply him with the excel sheet tabulation indicating how Kshs 27,592/= in contention was arrived at including all levies, tariffs used to calculate the bill.
    - (iii) To explain to him why they removed meter No [redacted] on 28th October 2024 for A/C No [redacted]

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(iv) To explain why they stagnated/froze his meter reading in respect to meter No. [redacted] for 7th April 2025, with showed current reading of 407 and 0 units and a bill of Kshs.0:00.

(v) To supply him with billing statements from 1st January 2023 to April 2025 in respect to A/C [redacted] for meter number [redacted] and [redacted].

<u>Plaintiff's Prayers</u>

12. The Plaintiff's prayers are as follows;
    (i) That EPRA do order KPLC- Kitale to resolve the disputed bill by providing him with all the details requested for as per the complaint letter including how it was computed and arrived at.
    (ii) That KPLC- Kitale be ordered to explain why after all formal complaint about the disputed bill and wrong/incorrect meter reading they proceeded to stagnate/freeze his meter readings and bill payments.
    (iii) That EPRA do instruct KPLC- Kitale not to disconnect power to his residence in respect to A/C [redacted] and allow him to pay the monthly bills as per self-readings for meter No [redacted] which is installed at site till the dispute is resolved.
    (iv) That EPRA do resolve the matter fairly, justly and expeditiously.

C. RESPONDENT'S CASE

13. It is the Respondent's case that the matter was to be handled by the concerned regional officers and therefore requested for more time to consolidate and give update on the matter.
14. It is the Respondent's case that they are going to establish if the said complaint letter was received by the CBM Trans-Nzoia and if yes why was the complaint concerning the claims on the said account number and the meter numbers in question was not responded to.

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15. He added that, investigation will be done to establish the reasons behind the meter replacement, this will be done by the KPLC team at Kitale and thereafter furnish KPLC-HQ with a detailed report concerning the matter and there after update the Authority and the plaintiff on the same.

D. DISPUTE RESOLUTION PROCESS

16. Upon receiving the Plaintiff's complaint, the Authority, pursuant to Regulation 7 of the Energy (Complaints and Disputes Resolution) Regulations 2012 scheduled a hearing meeting on 16th June 2025.

17. Through this hearing meeting, parties were accorded an opportunity to resolve the dispute amicably, however, the Respondent asked for time to consolidate and share their submissions. The Respondent was given seven (7) days to make their submissions to the Authority to enable it to make a final determination on the matter. In that regard, the meeting was adjourned.

18. The Respondent confirmed the following during the dispute resolution process;
    i) That the disputed bill was due to a wrong reading which has been corrected.
    ii) That the reconnection fee of Kshs 580 has been waived
    iii) That the meter was replaced as a routine meter replacement campaign to replace meters
    iv) That the readings were frozen and or stagnated because of the wrong readings of 28022 on 12/10/2023.
    v) That the outstanding balance as at 4th July 2025 is Kshs 3,202.73.

F. ISSUES FOR DETERMINATION

19. Based on the facts, evidence and investigations, the Authority finds that the following issues arise for determination:

a) Whether the Respondent herein issued an erroneous bill in relation to meter number [redacted]- Account No. [redacted].

b) Whether the Plaintiff ought to pay the Electricity bill of Kshs. 27,592/=

G. ANALYSIS OF THE DISPUTE

a) Whether the Respondent herein issued an erroneous bill in relation to meter number [redacted]- Account No. [redacted]

20. Under the Respondent's normal workflow, meter readings are captured monthly either via customer self-reads (through MyPowerApp) or by field meter-reading agents, then uploaded into the Head-End System (HES) and forwarded to the Meter Data Management System (MDMS).

21. Beginning October 2023, the Plaintiff's self-read submission of 28,011 was never ingested by the HES; instead, the MDMS continued to process the prior valid reading of 27,188. The result was "stagnated" consumption profiles, which led to automated billing events showing zero units consumed but rolling forward the prior balance.

22. On the 20th October 2023, the physical meter was swapped for a new digital meter (No. [redacted]) as part of the Respondent's routine upgrade program. Although a replacement event should reset the cumulative meter readings and trigger a fresh initial reading, the MDMS retained the frozen value of 27,188. This indicates that the error was not flagged during the meter replacement hence no changes were made in the customer's billing account within the CIS (Customer Information System), so the MDMS treated all subsequent reads as anomalies.

23. The billing system generated successive zero consumption bills ("DNO 6," "DNO 7," etc.) because it could not compute consumption. It therefore carried forward the Kshs 27,592.73 arrears without applying any fresh meter-reading data. Meanwhile, the Plaintiff received cryptic "DNO" notices without context or instructions on how to correct the register lock.

24. Repeated complaints to the Authority and legal notices eventually forced the Respondent to conduct a root-cause analysis. Technically, the fix involved purging

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the erroneous register-lock flag in the HES, replaying the valid self-read of 28,011 into the MDMS, and re-running the billing-run for October 2023 through July 2025.

25. The January 2025 batch update "froze" all inflated readings and restored genuine consumption records, resulting in the final corrected balance of Ksh 3,202.73.

26. In light of the above, the Authority finds that Respondent issued an erroneous bill of Kshs. 27,592 in relation to meter number [redacted]- Account No. [redacted].

b) Whether the Plaintiff ought to pay the Electricity bill of Kshs. 27,592/=

27. The Plaintiff's prayers, seeking for annulment of the mis-billed October 2023 charges, demand for a recalculated statement, reconnection of power without penalty, and replacement of his meter, have all been satisfied as per the Respondent's letter dated 4th July 2025.

28. Consequently, the Authority finds that the Plaintiff ought to pay the outstanding balance of **Ksh 3,202.73** which reflects genuine consumption of power.

DETERMINATION

29. The Authority has considered the Plaintiff's and the Respondent's case and hereby makes the following determination;

a) That the Respondent issued an erroneous bill of Kshs. 27,592 in relation to meter number [redacted]- Account No. [redacted].

b) That the Plaintiff is hereby ordered to pay the outstanding balance of **Ksh 3,202.73** which reflects genuine consumption of power.

c) That the reconnection fee issued by the Respondent is hereby **waived**.

d) That this Determination is final and binding upon both parties.

e) That each party to bear their own costs.

f) That the Parties are at liberty to exercise their right of appeal to this decision at the Energy and Petroleum Tribunal pursuant to the provisions of the Energy Act- CAP 314.

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DATED AT NAIROBI THIS ..5th.......... DAY OF ..AUGUST......................2025

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CPA. CYPRIAN M. NYAKUNDI

<u>FOR: DIRECTOR GENERAL</u>