**BEFORE THE**

**PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Thomas Danylo :

:

v. :C-2014-2455723

:

Duquesne Light Company :

**INITIAL DECISION**

Before

Mary D. Long

Administrative Law Judge

A formal complaint which alleges unreasonable customer service is dismissed because the complainant failed to prove that the public utility violated the Public Utility Code.

PROCEDURAL HISTORY

Thomas Danylo (Complainant) filed a formal complaint against Duquesne Light Company (Duquesne Light) on November 17, 2014. In his complaint, the Complainant alleges that Duquesne Light rendered poor customer service relating to his attempts to initiate service at a rental property which he owns. Duquesne Light filed an answer on December 22, 2014, which denied the material allegations of the complaint and included “additional information” from its customer service records. The Complainant filed a “response” to Duquesne Light’s answer which included further details related to his customer service complaint on February 4, 2015.

By hearing notice dated March 13, 2015, this matter was assigned to me for disposition and scheduled for a telephonic hearing on April 30, 2015. The hearing convened as scheduled. The Complainant was self-represented and testified on his own behalf. The Complainant offered one exhibit which was admitted into the record. Duquesne Light was represented by Jeremy V. Farrell, Esquire and presented the testimony of one witness. Additionally, Duquesne Light proffered two exhibits which were admitted into the record. The hearing generated a transcript of 63 pages. Following the receipt of the transcript, the record was closed by order dated May 29, 2015.

FINDINGS OF FACT

1. The Complainant is Thomas Danylo. He owns property at 80 13th Street, Ambridge, Pennsylvania (service address). (N.T. 8-9)
2. The Respondent is Duquesne Light Company, a jurisdictional public utility.
3. The service address is a building which includes four apartments. The Complainant has owned the property since 1998. (N.T. 9)
4. The Complainant contacted Duquesne Light on November 12, 2014, with the purpose of initiating electricity service in his name at one of the apartments. (N.T. 10, 22)
5. He found his conversation with the customer service representative unproductive and asked to be transferred to a manager. (N.T. 10, 22)
6. The customer service representative refused to transfer him to a manager, but instead invited him to file a complaint with the Public Utility Commission if he was dissatisfied. (N.T. 10, 22)
7. According to Duquesne Light policy the customer service representative should have transferred the Complainant to a supervisor. (N.T. 34-35)
8. The customer service representative was subsequently counselled regarding the procedure for “escalated” customer service contacts. (N.T. 34-35)
9. The customer service representative did not activate service as requested by the Complainant. (N.T. 12)
10. Service was not activated because the Complainant would not provide his social security number in order for the customer service representative to perform a credit check. (N.T. 13-14, 24)
11. Although he informed her that he had a “PIN” associated with the account, he did not provide her with the PIN. (N.T. 13-14, 24)
12. The purpose of a PIN is to permit a person to discuss his account with Duquesne Light customer service instead of using a social security number. (N.T. 48-49)
13. It is not used as a substitute for a social security number for the purpose of initiating service. (N.T. 48-49)
14. According to Duquesne Light policy, if an applicant for service does not wish to provide his social security number, Duquesne Light will mail a paper application. (N.T. 30, 40)
15. Following the November 12, 2014 conversation, the Complainant emailed B. Knavish and Rob Ahrens at Duquesne Light. (N.T. 16)
16. Rob Ahrens contacted the Complainant by telephone on November 13, 2014, and explained that the customer service representative had not followed protocol. (N.T. 17; 36-37)
17. After the conversation with Mr. Ahrens, the Complainant went to the service address and discovered that service had not yet been initiated. (N.T. 17; 36-37)
18. He discovered a notice from Duquesne Light which notified them that service had not been activated because they could not gain access to the facilities necessary to turn on the electricity service. (N.T. 18-19; 42)
19. The Complainant called Duquesne Light and within a few minutes received a return call from Dianne James, the supervisor of Mr. Ahrens. (N.T. 18-19; 42)
20. Arrangements were made to access the facilities necessary to turn on electricity service and service was turned on by November 18, 2014. (N.T. 18-20; 39)
21. Service was initiated at the service address on November 20, 2014. (N.T. 42)
22. Dianne James explained Duquesne Light’s procedure for initiating service, his option to complete a written application in lieu of providing a social security number, and the availability of a customer service agreement. (N.T. 39-40)
23. Duquesne Light offers landlords an agreement to avoid interruption in service called a continued service agreement.
24. If a property owner has a continued service agreement, when a tenant moves out, service is automatically transferred to the property owner’s name without interruption of service. (N.T. 36)
25. The Complainant was offered a continued service agreement. He did not want a continued service agreement because he had one in the past and was not happy with its operation. (N.T. 25)

DISCUSSION

In this matter, the Complainant is the party seeking affirmative relief from the Commission; therefore, he has the burden of proof.[[1]](#footnote-1) This means that he must establish each fact which supports his claims by a preponderance of the evidence, and must show that Duquesne Light has violated the Public Utility Code or Commission regulations.[[2]](#footnote-2)

Section 701 of the Public Utility Code (Code), provides that any person may complain, in writing, about any act or thing done or omitted to be done by a public utility in violation, or claimed violation, of any law which the Commission has the jurisdiction to administer, or of any regulation or order of the Commission.[[3]](#footnote-3)

The Complainant contends that Duquesne Light was not responsive to his request for service at his rental property and that the customer service representative did not render reasonable service when she refused to put him in contact with a supervisor upon request.

Section 1501 of the Public Utility Code mandates that public utilities provide customers with reasonable service:

Every public utility shall furnish and maintain adequate, efficient, safe, and reasonable service and facilities, and shall make all such repairs, changes, alterations, substitutions, extensions, and improvements in or to such service and facilities as shall be necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the public. Such service also shall be reasonably continuous and without unreasonable interruptions or delay. Such service and facilities shall be in conformity with the regulations and orders of the commission.[[4]](#footnote-4)

However, “as a general proposition, neither the Public Utility Code nor the Commission’s regulations require public utilities to provide constantly flawless service. The Public Utility Code at 66 Pa. C.S. §1501 requires public utilities to provide reasonable and adequate, not perfect service.”[[5]](#footnote-5)

In this case, Duquesne Light admits that the customer service representative with whom the Complainant spoke on November 12, 2014, failed to follow protocol when she did not transfer the Complainant’s call to a higher level customer service representative. Yet Dianne James also testified that the representative received counselling and retraining so that the mistake would not happen again.

Duquesne Light further acted promptly to work with the Complainant to initiate service at his property. To the extent there was a delay, it was caused as much by the Complainant’s refusal to provide verification of his identity and Duquesne Light’s inability to gain access to the facilities on the property as by the unsatisfactory initial contact with customer service. Service was ultimately initiated at the rental property a week after the first contact with customer service was made.

Viewed in totality, I find that Duquesne Light did not violate Section 1501 of the Public Utility Code. Although the customer service representative made a mistake, there were other factors beyond Duquesne Light’s control which caused a delay in initiating service at the Complainant’s property. Further, the Complainant was offered alternatives to providing his social security number to verify his identity when he wishes to initiate service at his rental properties, such as completing a written application or a continuous service contract. While these provisions may cause some inconvenience to the Complainant, these procedures are ultimately in place for his protection. The complaint is dismissed.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties and subject matter of this dispute. 66 Pa.C.S. § 701.

2. Public utilities are required to render reasonable and adequate customer service, but are not required to render flawless or perfect service. 66 Pa.C.S. § 1501.

3. The Complainant bears the burden of proof. 66 Pa.C.S. § 332.

4. The Complainant failed to prove that Duquesne Light violated Section 1501 of the Public Utility Code. 66 Pa.C.S. §§ 332, 1501.

ORDER

THEREFORE,

IT IS ORDERED,

1. That the formal complaint of Thomas Danylo against Duquesne Light Company at Docket No. C-2014-2455723 is dismissed.

2. That the Secretary mark the docket closed.

Date: July 1, 2015 /s/

Mary D. Long

Administrative Law Judge

1. 66 Pa.C.S. § 332(a). [↑](#footnote-ref-1)
2. *Se-Ling Hosiery, Inc. v. Margulies*, 70 A.2d 854 (Pa. 1950); *Feinstein v. Philadelphia Suburban Water Company*, 50 Pa. PUC 300 (1976). [↑](#footnote-ref-2)
3. 66 Pa.C.S. § 701. [↑](#footnote-ref-3)
4. 66 Pa.C.S. § 1501. [↑](#footnote-ref-4)
5. *Bertsch v. PPL Electric Utilities Corporation*, Docket No. C-2011-2251784 (Initial Decision served February 27, 2012) (ALJ Salapa), at p. 8, (Final Order entered April 2, 2012). [↑](#footnote-ref-5)