



An Exelon Company

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October 19, 2015

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, Second Floor
Harrisburg, PA 17120

RE: Dawood Ghauri v. PECO Energy Company
PUC Docket No.: F-2015-2491526

Dear Ms. Chiavetta:

Enclosed for filing with the Commission is *PECO Reply Exceptions* with regard to the matter referenced above.

I have enclosed a Certificate of Service showing that a copy of the above document was served on the interested parties. Thank you for your time and attention on this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "Shawane Lee", with a long, sweeping underline.

Shawane Lee
Counsel for PECO Energy Company

cc: Certificate of Service

SL/ab

REPLY EXCEPTIONS

PECO Energy Company ("PECO Energy") hereby replies to the Exceptions filed by Dawood Ghauri ("Complainant") in the above-referenced matter on October 5, 2015. On July 1, 2015, Complainant filed a formal complaint against PECO Energy. In his formal complaint, Complainant claims that his tenant tampered with the wiring at his rental property and he paid an electrician \$650.00 to fix the problem but now PECO is holding him responsible for his tenant's bill. Complainant states that he should not be responsible for the tenant's bill and that PECO should shoulder or share in the responsibility of the risk. Respondent, PECO Energy filed an Answer with New Matter on July 28, 2015, stating that the Complainant's formal complaint should be dismissed pursuant to 66 Pa.C.S. §1529.1 and Ace Check Cashing, Inc. vs. Phila. Gas Works, Docket No. C-2008-2056428 (Final Order entered May 21, 2010). PECO Energy filed a Preliminary Objection on July 28, 2015, requesting dismissal of the informal complaint as the company's actions were consistent with the law.

On September 1, 2015 Administrative Law Judge Steven K. Haas issued an Initial Decision in the matter of Dawood Ghauri v. PECO Energy. Co., F-2015-2491526 ("Initial Decision"). The Initial Decision sustained PECO Energy's Preliminary Objections and ordered dismissal of the formal complaint for failure to state a claim upon which relief can be granted. ALJ Haas' Initial Decision is well-reasoned with ample support from the record. As detailed in the Initial Decision, the complaint does not set forth that PECO Energy violated any regulation, statute or order. Consistent with 66 Pa. C.S. § 1529.1, if foreign wiring is found at a property owner's premises, PECO Energy is required to transfer the service and the balance into the property owner's name until the condition is corrected.

The Commission should sustain the Initial Decision of ALJ Haas. The Complainant does not allege that the ALJ made an error of law or abused his discretion in any manner. Instead, Complainant excepts to the decision issued by ALJ Salapa because he simply disagrees with the ALJ's decision and the foreign wiring law. In his Exceptions, the Complainant argues that if the property owner did not benefit from foreign wiring then he/she should not be expected to pay for all bills. The Complainant additionally argues that it is not fair that the property owner is to be held responsible for all business risks instead of PECO who should pay their fair share of the risk of foreign wiring due to "inadequate safeguards of its meters." The Complainant states that he does not reside at the rental property and therefore he should not be responsible for his tenant's bills from a rental property. The Complainant argues that the Initial Decision expects him to pay his own personal bills as well as a tenant's bill in addition to \$650.00 to repair the foreign wiring problem.

Consistent with 1-A Realty v. PPL Electric Utilities Corp., Docket Nos. F-2010-2166554 and F-2010-2166976 (Order entered April 12, 2012), the landlord shall be responsible for payment for the utility services rendered to the rental property when in a foreign load is found. More recently, the Commission reached the same result in the matter Phong Hoang v. PECO Energy Company, Docket No. F-2013-2379929 (Final Order entered, February 27, 2014). In that case, the Complainant argued that he should not be responsible for his tenant's balance and requested that the PUC order PECO to transfer the tenant's balance back to the tenant. Administrative Law Judge Mary D. Long granted PECO Energy's Preliminary Objection and dismissed Mr. Hoang's formal complaint in a well-reasoned opinion wherein she stated the Complainant property owner "simply states that he does not feel that is "fair" that he is responsible for the tenant's arrearages even though a foreign load was found in the rental

property.” ALJ Long opined that “while it may seem that it is a harsh result where arrearages may be large and the foreign load may be small, the fact remains that Section 1529.1 mandates that the entire account balance be transferred to the landlord.”

In the case at bar, PECO Energy properly transferred the utility account of the tenant including arrearages, to the Complainant’s name. PECO Energy’s actions are consistent with Pennsylvania law. The record clearly demonstrates that the issue of foreign wiring and the balance transfer at the Complainant’s rental property has been properly decided and dismissed. As ALJ Haas has determined, when a utility finds foreign load, the utility is required to transfer the tenant’s account, including any arrearages, into the landlord’s name. See 66 Pa.C.S.A. § 1529.1. In this case, ALJ Haas correctly articulated in his Initial Decision:

While this may seem harsh, the intent of the statute is to prevent landlords from taking unfair advantage of tenants by placing responsibility on the tenant for payment of electricity used in areas other than those specific to the lease. The statute shifts the duty to pay for the meter which registers the public area usage to the landlord, and it does not shift responsibility for electricity already used back to the tenant even when the meter account is placed in the tenant’s name. Any arrearage would include the usage for the basement unit, and thus, responsibility for it remains with the landlord. This represents a policy decision reached by the legislature and memorialized and enforced through the Public Utility Code. Accordingly, the statute requires that arrearage from the tenant’s account prior to the transfer to the Complainant’s account must remain with the Complainant.

Dawood Ghauri v. PECO Energy Company, F-2015-2491526 (Order entered, Sep. 1, 2015).

Through his exceptions, the Complainant cannot attempt to revise current statutes and case law on the issue of 66 Pa.C.S. § 1529.1. ALJ Haas correctly concluded that the Complainant’s case should be dismissed as the complaint fails to state a claim upon which relief can be granted. Accordingly, ALJ Haas’ decision to dismiss the Complainant’s case against PECO Energy should be upheld.

For the reasons set forth above, PECO respectfully requests that the Commission deny the Exceptions and issue an Order upholding the Initial Decision in its entirety.

Respectfully submitted,



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