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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Darius Chavis
924 N. Fallon Street
Philadelphia, PA 19131

Ms. Rosemary Chiavetta
Secretary
Commonwealth of Pennsylvania
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105 – 3265

EXCEPTIONS

BEFORE

THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

RE: Exceptions to the Initial Decision of Administrative Law Judge Rosemary Chiavetta

Docket No. F-2015-2477249

Dear Ms. Chiavetta:

Attached is the original copy of the Exceptions regarding the Initial Decision and please note that a copy has been submitted to PECO c/o Shawne L. Lee, PECO Energy Company, 2301 Market Street, S23-1, Philadelphia, PA 19101-8699, in response to the Initial Decision of Administrative Law Judge Rosemary Chiavetta.

AND NOW, comes Plaintiff – Darius Chavis acting Pro Se and files the following Exceptions to the Initial Decision of Administrative Law Judge Rosemary Chiavetta.



DARIUS Chavis
6014 W Jefferson Street
Philadelphia, PA 19151

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P.O. BOX 3265, HARRISBURG, PA 17105-3265

Darius Chavis :
924 N. Fallon Street :
Philadelphia, PA 19151 : **Complaint No.:**
Plaintiff : **F-2015-2477249**
:
VS :
:
PECO Energy Company :
:
Defendant :

(ANSWER) AND NEW MATTER

AND NOW, comes the Plaintiff, Darius Chavis, acting *Pro Se* and file this Answer, and New Matter and Counterclaim regarding the Initial Decision of Erando Vero Administrative Law Judge.

HISTORY OF PROCEEDING

Denied. On April 16, 2015, PECO states that a formal complaint was filed by the property owner regarding foreign wiring and on July 22, 2014 according to the Answer of Respondent of PECO; states in **Exhibit 12**, “why did a field technician from PECO even allow service due to the foreign wire”. All parties agree it was done before the *tenant* who was living in Apt. 2 at the time. The investigation handled by the BCS and PECO was regrettably not done in an incompetent manner. It was difficult to comprehend; and should be what is needed in regards to my initial complaint, which is to sustain my original argument that PECO was aware of the foreign wiring before “*the squatter*” arrived to property.

No one was residing in the 1st floor apartment legally and no one has **RENTED** the property, (1st or 2nd floor), since approximately 2011. By time I received notice from PECO regarding the bill, (as I had electricity on Reno Street), the balance of approximately \$700-\$800.00, was known to PECO and I assumed all the responsibility for that bill. When I became aware of the extra charges PECO was billing to me, I informed them to turn the electricity off from the building from the wire on the poles to ensure that no one, (due to the foreign wire in one of the boxes, and no one was renting the apartment), and I did not have the money to hire an Electrician to fix said wire, and still do not; since the apartment was not being rented, my belief is no one was there; there would be no problem; and would wait until I was able to gather monies together to fix the issue. While I was neither there on checking on the property as maybe I should have been but, **PECO WAS INFORMED ON SEVERAL OCCASSIONS LONG BEFORE 2011** that I wanted the electricity turned off. This electricity is still on at the property and still no one resides at the property. Whenever “*the squatter*” found his way into my property, Michael James – I did not know his name until PECO informed me of the foreign wire and that, “the Squatter”, that he stated he was a *tenant* and wanted the electricity turned on. Michael James has **NEVER BEEN** identified by me as a *tenant* **verbally or in writing**. I informed PECO Energy that no one has the right to be in the property as it was not being rented at the time.

Agreed. Complaint with Bureau of Consumer Services (BCS) Case No. 3265997.

Agreed.

Agreed.

Agreed.

Denied. I objected because I wanted to meet in person. I felt I would be able to state my case rather than all this confusing telephone conversation with three (3) parties

Agreed.

Agreed.

Agreed.

Agreed.

Agreed.

FINDINGS OF FACT

1. **Agreed..**
2. **Agreed..**
3. **Agreed..**
4. **Agreed..**
5. Cannot respond to that due to I was not informed by PECO, (verbally or in writing). But I guess according to their records that is when they allowed, the Squatter, to obtain service in my property *without consent*.
6. Cannot respond, I was not informed by PECO, (verbally or in writing). But I guess according to their records that is when they allowed him to obtain service regarding my property without consent.
7. That regulation is something that is not fair and does allow the property owner to have a say in the process. The regulation does not allow, “Due Process”, to property owners when this regulation is implemented against property owners whom do not have *tenants* currently in their buildings and “squatters” arrive. If you do not owe PECO should not be the only standard regarding whether or not a person without prior authorization be able to apply for any service(s) needed to reside in a residence.
8. I believe that is the dumbest thing I have heard. This allows property owners to inhabit undesirables in their properties, (i.e., squatters, drug dealers, etc.), set up shop as if it were legal. They instruct you the owner of a property to contact them when changes are made, why can that be mutual?
9. That is where problem comes in. PECO’s rules should/need to be changed regarding service(s) provided to potential customers. No authorization (all of the other entities in Philadelphia, requires proof of residence), no service(s) to people who cannot provide verifiable authorization stating they are allowed to require service(s).
10. **Denied.** I Never went to PECO regarding any *tenant*. Does PECO call for identification when coming into office for a person who says that are a property owner? They all were supplied with a lease stating I was aware of their presence in my property and they would be authorized by me to go to acquire whatever service(s) provided; they needed to obtain their own service(s) separate from the floor(s). I would never go to PECO for a “*the squatter*”,

(Michael James), and since he has never been identified by me as a *tenant* that statement PECO makes is **DENIED**.

11. Unaware that he "*the Squatter*", went to PECO or that PECO was even doing business with, "*the Squatter*", him.

12. Unable to answer that statement as well. What PECO allowed, "*the Squatter*", Michael James to do regarding my property I still find to be reprehensible. Why is it not allowed for owners of properties to be notified when changes to property are discussed or changed if no authorization has been given as well as have a say who lives or requests service at the property. I find this to be ridiculously outrageous behavior on behalf of PECO and BCS or any other entity that provides service(s) to tenants without an agreement of some form from the owner of the property.

13. Unware of this as well, after I am not sure exactly when but, I removed all appliances from the property; they did not work and if they did it was he running by electricity. After I realized I had a "*squatter*", and found out what was being done with the bill and it was being added to me for the simple fact PECO allowed it. This problem exists because I notified PECO approximately 4-5 years before, "*the squatter*", Michael James was found to be squatting in my property. A foreign wire was discovered when the legal tenant moved off of the 2nd floor his electric was turned off and the legal tenant who resided on the 1st floor was evicted. That is when I noticed that the electric was still on and no *tenant* and the 2nd floor electric was turned off. I informed PECO that the electricity needed to turned off and to the best of my knowledge it was done as instructed by property owner. The appliances that PECO stated worked, did not. Just the mere notice of them does not qualify as working appliances.

14. **Agreed.**

15. **Agreed.**

16. **Agreed.**

17. **Denied.** I was not aware that PECO meant from 924 N. Fallon Street and not 4316 Reno Street.

18. **Unknown**

19. **Agreed.** Not sure when account was opened by PECO as I have previously stated, I owed PECO approximately \$800.00 for 4316 Reno Street, long before this issue with this *squatter* at 924 N. Fallon Street had arisen.

20. **Agreed.** in part. As stated above, I did previously owed PECO for a bill from 4316 Reno Street.
21. **Agreed.**
22. **Denied.** Any payments made were to the account for 4316 Reno Street.
23. **Denied.** Any agreement again, was for Reno Street. When PECO started adding monies from, "*the squatter*", Michael James, I stopped paying. PECO would not comprehend that I was not going to pay for negligence on behalf of PECO, nor did I agree to.
24. **Agreed.** But again, it was only for what was owed by me from 4316 Reno Street.
25. **Denied.** I do remember entering into a payment plan for what I owed to PECO. Not what was generated by, "*the squatter*", Michael James at 924 N. Fallon Street.
26. **Denied.** I was not aware until a later time, that those monies for his *squatting* in my property was not being put onto the bill I stated I owe. Again, when I found out what PECO was doing regarding *the squatters*' presence in my building, I wrote letters, called on the telephone, filed complaint(s). Nothing seemed to work.
27. **Agreed.**
28. Not sure but, I will stipulate as I have not been paying PECO anything.
29. **Agreed.** That amount is what I have been talking about all along. ‘
30. **Denied.** Again, all monies I have given to PECO where for what I owed to PECO from 4316 Reno Street.
31. **Agreed.** Again, I was aware of the foreign wire in the property, I called them and again it was long before "*the squatter*" Michael James entered the property.
32. **Denied.** I informed PECO that no one resides in the property. No one had authorization from me to live in the property so my request for disconnection should have been honored.
33. **Agreed.** No one was legally residing in the property and I did not have funds to complete issue.
34. **Agreed.** And you will note that nothing was paid on any of them due to the fact I was not responsible and the entities involved did not care, apparently, to conduct a thorough investigation regarding this enormous amount of money owed to PECO.
35. **Agreed.** Informed PECO of same and to date, the electric is still on.
36. **Denied.** I owe PECO approximately \$826.00.

Initial Decision: (a) according to PECO this was done on July 27, 2015; "*The Squatter*"—applied for service on August 15, 2011 (the dates PECO gives for starting service is different from the BCS decision. Prior to "*The Squatter*", adversely inhabiting my property, "*the Squatter*", applied for and received service from PECO. Trying to figure out the best way to remove "*The Squatter*", from my property, I even used an Eviction Complaint; (b) I informed PECO of this foreign wire back 2009 or 2010; (c) and since notice was given via complaint all elements of requirement were met. "*The Squatter*", had no grounds whatsoever to tell or compel PECO to grant him service at my property. According to PECO Items listed as nos. 5-9; these are all things that only an authorized "*Tenant*" should be able to accomplish. According to Landlord Tenant Law in Philadelphia. I had to prove that he was a "*Tenant*", in order for me to use the law that governs Landlord's Tenant Rule of Law and as such, I was unable to use those means. The fact my Due Process of rights regarding this issue (proving or disproving that "*the squatter was a tenant*". This process was not afforded me in accordance with a coherent body of procedural due process law in Pennsylvania. I believe their (PECO) first step that they should have taken would be to affirm a basic definition of, "*Squatter and Tenant*", and of the specific parts of their organization rules to decide, it would not have been whether or not they believed the landlord; if they would adhere to at least that one item..."**Verification**".

For a "*Squatter*" to adversely assume your property and create havoc due to a Title 66 regulation, I find reprehensible. A Judicial requirement that enacted laws may contain provision that result in unfair, arbitrary, or unreasonable treatment of an individual and may believe that all persons receive an agreement (written or even given verbally) that a situation such as this be given as much weight as the Landlord Tenant laws provide, along with the rules of a judicial requirement that enacted laws may not contain provisions that result in the unfair, arbitrary, or unreasonable treatment of an individual — which in this case would be my non ability to enforce the use of my property and my right to do so.

(c) Right of public utility. --In the event the public utility is unable to obtain the names and addresses of all affected tenants from the landlord ratepayer, the public utility may pursue any appropriate legal or equitable remedy it has in order to obtain from the landlord ratepayer the names and addresses of all affected tenants of a residential building or mobile home park for which the utility is proposing termination of service to the landlord ratepayer. The commission may order the public utility to obtain the information from the landlord ratepayer.

(July 2, 1993, P.L.379, No.54, eff. 60 days)

Why did PECO not proceed with this rule. Was it because, "*the Squatter*", in question would not have been able to go to court, arbitration, etc. regarding his standing? The fact that he had none! What has grown from a complaint into a lawsuit which has caused me great distress, anxiety, worry, unease, nervousness, etc., because PECO decided not adhere to some basic rules that every other service provider does when new service is required. PECO, deems this simple verification procedure not necessary, when horrible inaccuracies such as this causes great detriment to all parties involved.

The subchapter Heading – The heading of Subchapter A was added 11/26/78, P.L. 1245, No. 297, effective in 60 days § 1501 Character of service and facilities, "Subject to the provisions of this part and the regulations or orders of the commission, every public utility may have reasonable rules and regulations governing the conditions under which it shall be required to render service". PECO allowing a person to have service at my property without authorization is not a reasonable rule or regulation.

September 7, 2011 PECO stated they sent correspondence to the Complainant, advising him that foreign wiring had been found and that his "*the squatters*", meter and the balance would be transferred in his name. In August of 2011, "*the squatter*", contacted PECO regarding foreign wire. Pursuant to Pa. C.S. section 1529. 1(a) company must transfer service to landlord.

May 10, 2013 complainant contacted PECO to request termination of service. PECO advised complainant the pursuant to 66 Pa. C.S. section 1523, requires complainant to provide in writing a notarized signature that "all of the affected dwelling units are either unoccupied or the

tenants affected by the proposed discontinuance have consented in writing to the proposed discontinuance. Complainant never provide information Therefore service stayed in his name.

Never contacted PECO regarding this is because there was not a lawful tenant in the building and, “the squatter”, definitely would NOT sign the letter and I could not put him out because he was not a *tenant*. The foreign wire issue is still in effect and cannot be fixed until I acquire the funding needed for this repair.

The BCS decision – Pa state law requires the electric service and any existence balance be transferred into the name of the owner/landlord until the foreign wiring is separated. The service remains in the name of Darius Chavis until foreign wiring is corrected and confirmed by the CO and/or shutting of the service would not affect anyone. – BCS made payment arrangement for landlord to pay 237.00 plus budget bill 192.00 per month in areas. (at the time the bill was \$11,704.02) enforced by 66 Pa. C.S. Section 1529.1(a), (c); and Ace Check Cashing Inc. V. Philadelphia Gas Works, Final Order, (May 21, 2010) and because of the foreign wiring also noted was case Santos v Metro Edison Co. No. C-00967757. Santos at 16 – Once the foreign load is corrected by the landlord and verified by the utility, the utility will place the account back in the name of the tenant and the arrearage, if any, will remain the landlord’s responsibility. Id /to the extent any dispute regarding the financial responsibility of the parties exists, that is a matter to be resolved in the Court of Common Pleas as it is outside the Commission’s jurisdiction Edmund v Corazzini v UGI Penn Nature Gas, Inc. No. F-2009-2101282, Opinion and Order adopted July 15, 2010 at 7.1 This all appears to be moot! The BCS and PECO are treating, “the Squatter”, as if he were a *legal tenant*. Rules that apply, regulations, privileges afforded tenants, and their rights; etc. Was not possible because the aforementioned entities’ denied and at the very least did not allow me the Due Process, as a Rule of Law. Due to what has already been discussed regarding “*squatter occupancy*”

Exhibit 12 – Prior to 2/21/2011 all information noted is in regards to 4316 Reno Street, Philadelphia, PA 19104 is **Agreed** to in full. Everything after the aforementioned date is without merit or suspect:

- Date 8/14/2008 eligible for cut; 10/17/2008 same; 10/17/2008 arrangement default; 2/21/2011 Miscellaneous Cllbaktrnd @ 215-760-5162; cust call n ref to status of cnct rqst @725 S Ithan Street. **I am sure this was explained that it was not my property and I was not trying to put it in my name; brother's property and he gave me a POA to speak with PECO regarding turning the electricity in his name or some type of electrical problem, as he was stationed in Iraq at the time.**
- 9/15/2011 Password required Foreign Wiring & Collection Special Handling Created landlord tenant handling type **(should have never been referred to as or regarding anything pertaining to tenant, due to there was none; was not aware one had been added to account.)**
- 10/17/2011 Miscellaneous notes regarding what I stated to them; not sure of the codes and what they represent. **My knowing that my apartment is a rental property and I was not living there, again, any arrangements made by me would have been for the prior property address of 4316 Reno Street address. I am not sure what the rest of the codes mean either but, if I disagreed with whatever PECO was stating it was not for what I have repeatedly stated I owed while at the property 4316 Reno Street.**
- Also, PECO states that the transfer of balance of \$1060.00, and I agreed to make a payment. Here again, no mention of address of which he speaks. There are four addresses of which we speak, (e.g., 6014 W Jefferson Street; 924 N. Fallon Street, and 4316 Reno Street, and 725 S. Ithan Street.)
- 11/17/2011 – Speaking with PECO again, regarding 4316 Reno Street; the miscellaneous conversation no address, assumed we were talking about 4316 Reno Street.
- 12/6/2011 – Unemployed; receiving assistance; no income. – regarding that, again, thinking we are speaking of 4316 Reno Street. Their notes do not specify which address is being spoken about. While Exhibit 12 speaks to 924 Fallon Street, it also has a lot of content regarding property at 4316 Reno Street.

- 4/10/2013 – Proactive call on behalf of PECO; note stating that I called (have no idea what codes mean) but, I owed 3,987.66 according to PECO. **PECO is stating, (I believe), I called for assistance. Since I have been stating all along that the money being billed to me was incorrect. The only reason I would have called is to ask why there is still service at 924 N. Fallon Street.**
- 5/10/2013 – **Stated I wanted service terminated again.**
- 5/14/2013 – I had no reason to ask for assistance; **I wanted the service Terminated; stated I was ineligible for assistance because I did not live there or I made too much money; and it turns out that it was because I made too much money???**
- They (PECO) speak of unfriendly letters pretty regularly; **(is that code for termination of service and if so, why didn't they?)**
- 1/28/14 – PECO (AMI) installed Meter - - Corix Elec Field Work. **Why was a new meter installed when the (regarding the foreign wire) was at issue prior to the date of the new meter being installed that was still not resolved; how was access granted; was the meter being read before or after this new installation.**
- 5/28/14 – Removed from Collections \$8,675.08 – Action performed by CUBCL401 **(what does that mean?)**
- 7/17/14 – **PECO notes that I requested again, for the service to be terminated and how it should have already done according to the property owners wishes when there are no tenants involved. Also stating why bill is in my name. From 7/17/14 - 5/16/15 and a hearing time I believe, (over phone – of which I did not approve) no conversation by me was had been with PECO because of their unwillingness to admit their mistake and blame me for the incompetence regarding this case.**

- 3/13/15 – Arrangement was made by someone, (not me), for a various amount – not clear to me.
- 5/6/15 – Sp/w PECO and again, informed them no one is legally able to be inside of apartment – trespassing - and they should have never given service to someone who did not have a lease, PECO stated that is not a requirement or they don't care.
- 8/19/11 – They, (PECO), speak of customer believes foreign wiring suggests that 2nd floor tenants' electricity is running on his meter, "*the Squatter*", had no legal standing - no registration; "*the Squatter*", according to PECO in Exhibit 12 - the 2nd floor wiring high bill is down; will process follow up prov 30 day exp susp charges aysy. PUC rights not given to customer. Customer Satisfied – No; Who is the customer? And what does aysy mean?
- Customer wants, to see what apt is connected to which meter refer red to new bus; new cust took fmst, sent cap app adv to send in last 30 days of pystbs w/ cap app, cus wanted to know when someone was going to come out and look at his meter, xfrd to cus ser; cust calling to rpt poss for wiring processed dispute for f/w prov 30 day exp susp charges mr web is down unable to scheduled field apt; system back up called customer to reschedule apt left message to call peco aysy; cust believes foreign suggests 2nd floor tenant is on his meter and no registration showing for 2nd floor wiring high bills down will process follow up rov 30 day exp sus charges aysy. (Now I believe when you speak of customer you are speaking about "*the squatter*", Michael James; (Note: Latifah Meachum was renting the upstairs apartment the time in which you speak. When her electricity service was turned off, to my knowledge there should not have been any electric in the building because no one was residing on the 1st floor. While I do not see any records from PECO prior to 2008, I know they would state that there have always been two separate electric bills due to the fact I had two tenants in the building so, again, whatever was going on there, I am not sure but it was all because of, "**the squatter**").

Exhibit 3 - 9/7/11– PECO states that they sent a field technician to the property in response to high bill complaint. (please see Exhibit 12)

- 8/23/11 – Customer states there is only one meter (again who is the customer) and there are two meters in the back of my property. That is way the property is zoned. **(so, if there was only one meter, why cut the electric on for Latifah Meachum; if you, PECO, there was a foreign wire issue? “The squatter”, stated it was all attached to his box; wasn’t there a way to check this), again, there should never have been anyone with service by that time.**
- **Exhibit 8:** States, “the Squatter”, Michael James established service at 924 N. Fallon Street, 1st floor on 8/16/11. He deposited \$50.00, I believe, and the service was turned on; and 8/16/11, “the Squatter”, Michael James contacted the company and stated how he suspects foreign wiring at the property. Only 7 days after PECO allowed service.
- **Exhibit 12 – letter dated 9/1/11** – foreign wiring aside, “*the Squatter*”, admits to PECO, that he was unlawfully residing in my property for over a year and never placed service in his name. Why are we not to believe that he could have damaged my other meter; turned the service on service illegally – he was *squatting*); and while I am not sure when he actually started staying in my property. I am not sure, but the prior *tenant* that move out of the 1st floor where, “the Squatter” assumed possession of property. With willful intent and malice of forethought, “*the Squatter*”, admits to stealing at least a year worth of free electricity. Where is, “*the Squatters*”, his credibility and why was it given so much weight by PECO? And why was the 2nd floor party receiving a bill and the 1st floor apartment did not? If, “*the Squatter*”, was aware after only seven (7) days that the wiring was not as it should have been, how would he know what his bill was running if he never received one? I would only conclude that, “*the Squatter*”, knew because he damaged my property severely with his presence. Both by tearing up the place then conducting illegal usage of electricity. These are things that an entity such as PECO would have or should have known or have been at least able to decipher what was they

were being told as well as the facts of their investigation showed, by "*the squatter*", and given the property owner the benefit of the doubt and turn off electricity when asked to do so repeatedly. Even PECO's records indicate that were not asking the right questions of, "*the squatter*", and even statements they took from "*the Squatter*", their reasoning for putting the bill in my name is a way for them to cover up the negligence that was conducted by PECO and the BCS at my property. Title 66 Rules and Regulations; according to my property's electrical status via PECO, no service for anyone should have ever been granted, (*lessee or squatter*), because of the potential risk.

DISCUSSION

Agreed. in part.

In my opinion, PECO believes that my rights as a property owner, means that I do not have the authority to say whom can reside in my property or not. Due Process of the law was not adhered to regarding this case. Also, that I should not be responsible for a "*squatter*" who takes "adverse possession of my property." This is a method also used for obtaining title to someone else's property by occupying it illegally. Lawyers say the practice is a leftover from a different time. - So, whether or not the wiring was foreign "*The Squatter*", had no standing to insert his rights as if he were a *tenant*. "*The Squatter*", should have never had the ability to have service by PECO at my property turned on at his behest. Requests of this nature would only take effect if, "*the Tenant*", because of legal documents provided by landlord/owner, authorization, (written or verbally), from the property owner. Although, PECO will allow new service without authorization, PECO states that you need a password in order to get a balance?!

While I believe that I have given them more than a significant "Burden of Proof" material, (verbally and written – complaints), regarding "*the Squatter*". PECO is still treating this matter as if it were a Landlord/Tenant dispute. The remedies that only the Rule of Law for Landlord/Tenant Court would provide. According to Pennsylvania Landlord/Tenant Rules/Guidelines. Under Pennsylvania law, landlords must disclose specific information to tenants (*usually in the lease or rental agreement*), such as the name and address of the banking institution where the security deposit is kept, etc. "*The Squatter*", had no such representation from me, the owner of the property. Now, while this rule/law being used to support the decision

of the PUC as well as BCS 66 Pa. C. S. A. § 1101 § 1101. Organization of public utilities and beginning of service 1529.1. Duty of owners of rental property.

(a) Notice to public utility. --It is the duty of every owner of a residential building or mobile home park which contains one or more dwelling units, not individually metered, to notify each public utility from whom utility service is received of their ownership and the fact that the premises served are used for rental purposes.

(b) History of account. -- Upon receipt of the notice provided in this section, if the mobile home park or residential building contains one or more dwelling units not individually metered, an affected public utility shall forthwith list the account for the premises in question in the name of the owner, and the owner shall thereafter be responsible for the payment for the utility services rendered thereunto. *In the case of individually metered dwelling units, unless notified to the contrary by the tenant or an authorized representative*, (which were not instituted) an affected public utility shall list the account for the premises in question in the name of the owner, and the owner shall be responsible for the payment for utility services to the premises.

(c) Failure to give notice. -- Any owner of a residential building or mobile home park failing to notify affected public utilities as required by this section shall nonetheless be responsible for payment of the utility services as if the required notice had been given.

(July 2, 1993, P.L.379, No.54, eff. 60 days) Per Section 1529.1(b) of the Pennsylvania Public Utility Code 66. Pa. C.S. 1529.1. **If All elements were adhered to regarding Title 66 Pa. C.S.A. regarding what PECO regulations, this should have never been an issue.**

CONCLUSION OF LAW

Under Pennsylvania law, landlords must disclose specific information to tenants (usually in the lease or rental agreement), such as the name and address of the banking institution where the security deposit is kept. **None of this information was given or received by the property owner. In order for "the Squatter" to reside in my property. For details, see Pennsylvania Required Landlord Disclosures.** "Squatters" are people who "move" into a property and live there, without the owner's consent. This practice is more common if the property is a vacation home and/or the owner rarely comes to check on the place. For the most part, squatters can't be removed without

some sort of civil eviction action. Thus, "*the Writ of Possession/or Writ in Ejectment*", which was filed June 15, 2015. I was informed that this would be the only way as a, "*the Squatter*", as the Squatter, was not a, "*tenant*", which is the rule of law to use for me to finally eradicate, "the Squatter", from my property", and take back possession.

"Due Process *of law*". Procedural due process aims to protect individuals from the coercive power of government by ensuring that *adjudication processes* under valid laws are fair and impartial such as the right to sufficient notice, the right to an impartial arbiter, and the right to give testimony and present relevant evidence at hearings. In contrast, substantive due process aims to protect individuals against majoritarian *policy enactments* that exceed the limits of governmental authority: Courts may find that a majority's enactment is not law and cannot be enforced as such, regardless of whether the processes of enactment and enforcement were actually fair.

Commonwealth of Pennsylvania
County of Philadelphia

DARMC CHAVIS

COURT OF COMMON PLEAS

20883
267-242
5871

vs.

Michael James

June Term, 20 15

No. 003791

Writ of Possession

To the Sheriff of Philadelphia County:

Shelby
8/5/15

Div. Div.
215-686-
3543

(1) To satisfy the judgment for possession in the above matter you are directed to deliver possession of the following described property to:

(2) To satisfy the costs against

924 N. FALLON ST
PHILA. PA. 19131

Called Deputy
8/10/15
12-1 PM
APPLYING

directed to levy upon any property of

you are

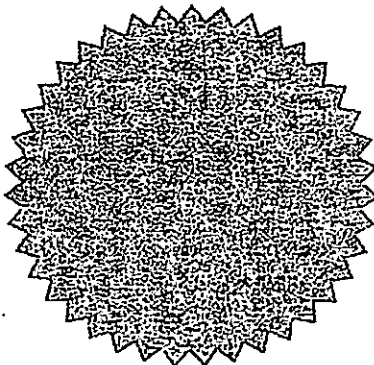
RECEIVED

MAR 22 2016

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

interest therein.

JOSEPH H. EVERS
Prothonotary



By _____

[Signature]
Clerk

ATTEST

Date AUG - 4 2015

VOGLER

Direct and sell
267-
441
4040

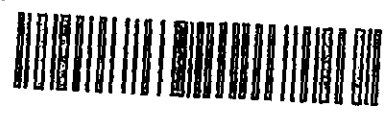
Ejectment
Quite Title

Attorney(s) for Plaintiff(s)

5-116(Rev.1/01)

Chavis Vs James-JDDFF

15060379000011



JUDICIAL RECORDS

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MAR 22 2016

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Court of Common Pleas

James Term, 2015

No. *023790*

Darius Chavis

Michael James

WRIT OF POSSESSION

770-0767

AV

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MAR 22 2016

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

2015 AUG -4 AM 9:05

PA 02379 D

By: Darius Chavis
DChavis48@gmail.com
6014 W Jefferson Street
Philadelphia, Pennsylvania 19151
Telephone No.: 215-760-5162

Pro se

<hr/>		:	PHILADELPHIA COUNTY
PLAINTIFF	:	:	COURT OF COMMON PLEAS
Darius Chavis	Plaintiff,	:	TRIAL DIVISION
		:	
	vs.	:	CULC Term, [YEAR]
		:	
Michael James		:	NO 02379 D
	Defendant:	:	
<hr/>			

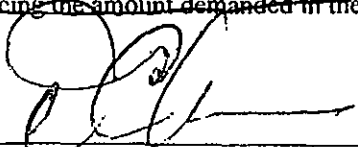
PRAECIPE TO ENTER DEFAULT JUDGMENT

TO THE OFFICE OF JUDICIAL RECORDS:

Please enter a default judgment in favor of Plaintiff, Darius Chavis, and against Defendant, Michael James, for failure to answer or otherwise respond to the Complaint.

1. The Complaint was served upon defendant on July 21, 2015 by Gerald Robinson. A copy of the Proof of Service is attached hereto as Exhibit A.
2. A Notice of Praecipe to Enter Default Judgment, pursuant to Pa.R.C.P. 237.1(a)(2) was served upon Defendant by Hand Delivered on July 21, 2015 and Certified Mail on June 29, 2015 more than 10 days before this Praecipe was filed.
3. A copy of the Notice is attached hereto as Exhibit B. A copy of the Certification of Service of the Notice is attached hereto as Exhibit C. Pursuant to the Notice and Certification, Defendant had 10 days in which to answer the Complaint. The ten (10) days expired on July 29, 2015

[If applicable] A copy of the Agreement Pursuant to Rule 237.2 to Extend Time to Plead following Ten Day Notice by which ~~Assess damages in the principal amount of \$16,000.00, being the amount demanded in the~~


Darius Chavis - Pro Se

Defendant agreed to answer or otherwise respond to the Complaint by [DATE] is attached hereto as Exhibit Defendant's time in which to answer expired on July 31, 2015. 4.

omp

OFFICE OF JUDICIAL RECORDS
COURT OF COMMON PLEAS
ROOM 284, CITY HALL PHILADELPHIA, PA 19107

ERIC FEDER
DIRECTOR, OFFICE OF JUDICIAL RECORDS

Darius Charvis

: COURT OF COMMON PLEAS
: Plaintiff (Philadelphia County)

June

Michael James vs. James
Defendant

No. 003790 Term, 2015

To: Michael James (Defendant)
(NOTE: Serve on unrepresented defendant or on defendant's attorney)

Date of Notice: 7/21/15

Notice, Rule 237.5

Notice of Praecepto to Enter Judgment by Default

IMPORTANT NOTICE

You are in default because you have failed to enter a written appearance personally or by attorney and file in writing with the Court your defenses or objections to the claims set forth against you. Unless you act within ten days from the date of this notice, a judgment may be entered against you without a hearing and you may lose your property or other important rights.

You should take this paper to your lawyer at once. If you do not have a lawyer, go to or telephone the office set forth below. This office can provide you with information about hiring a lawyer.

If you cannot afford to hire a lawyer, this office may be able to provide you with information about agencies that may offer legal services to eligible persons at a reduced fee or no fee.

Philadelphia Bar Association
Lawyer Referral and Information Service
1101 Market Street, 11th Floor Philadelphia, Pennsylvania 19107
(215) 238-6333

NOTIFICACION IMPORTANTE

Usted está en defecto porque usted no ha podido entrar en un aspecto escrito, personalmente o mediante abogado y archivo por escrito ante el Tribunal sus defensas u objeciones a las alegaciones expuestas en su contra. A menos que usted actúa dentro de los diez días siguientes a la fecha de esta notificación, la resolución podrá ser en su contra sin una audiencia y usted puede perder su propiedad u otros derechos importantes.

Usted debe tomar este trabajo con su abogado a la vez. Si usted no tiene un abogado, vaya a o llamar por teléfono a la oficina se establece a continuación. Esta oficina puede proporcionarle información sobre la contratación de un abogado.

Si usted no puede permitirse el lujo de contratar a un abogado, esta oficina puede ser capaz de proporcionarle información acerca de las agencias que pueden ofrecer servicios legales a personas con derecho a una tarifa reducida o ninguna cuota.

Asociacion de Licenciados de Filadelfia
Servicio de Referencia e Informacion Legal
1101 Market Street, 11th Floor
Filadelfia, Pennsylvania 19107
(215)238-6333

6014 W Jefferson Street
Philadelphia, Pennsylvania 19100

Telephone No.: 000-0000

Pro Se

PLAINTIFF

Darius Chavis

Plaintiff,

vs.

DEFENDANT

CC'ALTem,

No.

PHILADELPHIA COUNTY
COURT OF COMMON PLEAS
TRIAL DIVISION

Term, [YEAR]

2015

June

DD37C/D

Michael James

Defendant.:

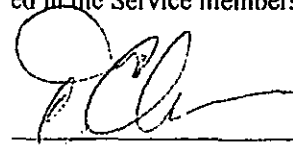
AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA

SS.

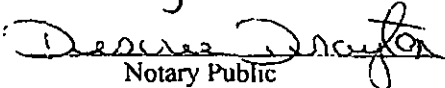
COUNTY OF PHILADELPHIA

Darius Chavis, being duly sworn according to law, deposes and says that [he] is an officer of plaintiff, that [he] is authorized to make this affidavit on behalf of plaintiff; that the above-named defendant resides at 924 N. Fallon Street, Philadelphia, PA 19131; Michael James; and that defendant is not in the Military Service of the United States, nor any State or Territory thereof or its allies as defined in the Service members Civil Relief Act of 2003 and the amendments thereto.



Name
Title

Sworn to and subscribed
before me this 21 day
of July, [2015]


Notary Public

before me this

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Desiree Drayton, Notary Public
City of Philadelphia, Philadelphia County
My Commission Expires July 12, 2016
petN.syw.*tA AS

Commonwealth of Pennsylvania
COUNTY OF PHILADELPHIA

2015 F110 -1

Darms Co

COURT OF COMMON PLEAS

vs.
Michael James

June Term, 20 *15*

AVIS

NO. *003790*

Praecipe for Writ of Possession

TO THE PROTHONOTARY:

Issue Writ of Possession in the above matter, for possession of (describe property)

*924 N. Fallon
Phila PA 191.
1/31*

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MAR 22 2016

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

[Signature]

CERTIFICATE OF SERVICE

FOR THE PENNSYLVANIA PUBLIC UTILITY COMMISSION Philadelphia COUNTY, PENNSYLVANIA

CIVIL ACTION Darius Chavis v PECO Energy Company: Plaintiff F-2015-24477249: Darius Chavis vs PECO Energy Company: Defendant : CERTIFICATE OF SERVICE OF LEGAL PAPERS and ORIGINAL (to the Pennsylvania Public Utility Commission) PROCESS Pursuant to Pa.R.C.P. 440 I, Darius Chavis – Plaintiff – PECO Energy Company Defendant in this matter, certify that a copy of the Exceptions and Answer with New Matter was sent on March 30, 2016 and was sent to the Secretary of the Public Utility Commission Defendant to: Secretary Pennsylvania Public Utility Commission, P.O. Box 3265, Harrisburg, PA 17105-3265 and Shawane L. Lee, PECO Energy Company, 2301 Market Street S23-1, Philadelphia, PA 19101-8699. By first class mail on March 30, 2016 and emailed a copy of same to Office of Special Assessments on the same day.

Print Name Darius Chavis Signature 

Commonwealth of Pennsylvania
Pennsylvania PUC,
P.O. Box 3265,
Harrisburg, PA 17105 – 3265

Shawane L. Lee,
PECO Energy Company,
2301 Market Street,
S23-1,
Philadelphia, PA 19101-8699

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MAR 30 2016
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU



DARIUS CHAVIS

Dated: March 30, 2016

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

MAR 30 2016

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Certificate Of Mailing

This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing. This form may be used for domestic and international mail.

From: Darius Chavis

6014 W Jefferson Street

Philadelphia, PA 19151

To: Shawnee L Lee

PECO Energy Company

2301 Market Street - S23-1

Philadelphia, PA 19101-8699

PS Form 3817, April 2007 PSN 7530-02-000-9065

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PHILADELPHIA, PA
19131
MAR 30, 16
AMOUNT
\$1.35
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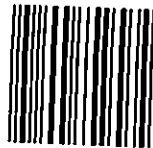
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PA.P.U.C.
SECRETARY'S BUREAU

DARWIN CHAVIS
6014 W Jefferson St
Phila PA 19151



UNITED STATES
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19131
MAR 30, 16
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Secretary
PA Public Utility Office
P.O. Box 3265
Harrisburg, PA 17105-3265

