



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

IN REPLY PLEASE
REFER TO OUR FILE
Q&A No.
2006 0332.00

November 8, 2006

Agnes Manu
7000 Woodbine Avenue
Philadelphia, PA 19151

**DOCUMENT
FOLDER**

Steve Frempong
F.A. Realty Investors Corporation
5800 North 17th Street
Philadelphia, PA 19141

Re: *Agnes Manu and F.A. Realty Investors Corp v. Philadelphia Gas Works*, Docket Nos C-20054629 and C-20054630, Emergency Motion for Stay of Termination of Gas Service.

Dear Ms. Manu and Mr. Frempong:

On October 21, 2006, this Commission received your Emergency Motion For Stay of Termination of Gas Service. You requested a thirty day stay of scheduled termination in order to allow yourselves time to find initial deposits for entering into installment payments with Philadelphia Gas Works (PGW). PGW did put a 30-day hold on your accounts as termination of service was scheduled for October 31, 2006, pending a resolution to this Emergency Motion.

Your claim that you suffered financial hardship recently because of a death of a relative in Ghana, and monies set aside for payment towards the arrearages in the gas accounts were spent on travel to and from Ghana are unsubstantiated. There is no documentation attached to your Motion other than the verification statement dated October 21, 2006. Further, your claim that there was a fire at the 7000 Woodbine Avenue residence of Agnes Manu which will cost you \$27,000 in repairs again is unsupported by any evidence in the form of police reports, insurance claims, etc. The same is true for the claim that Mr. Frempong was hospitalized and monies that could have been spent on gas bills instead went to hospital bills.

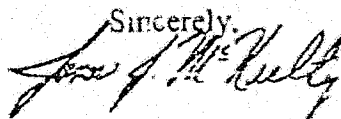
Although you aver you are willing and able to pay judgment debt in reasonable monthly installments, PGW denies this averment and offered your account history as Exhibit B to PGW's Answer. This shows a poor payment history. Full payment was ordered by this Commission on September 29, 2006, and that Order will not be amended.

We caution both the landlord, F.A. Realty Investors, Corp. and the utility, PGW, through this letter that provisions in the Landlord-Tenant Code as well as the Pennsylvania Public Utility Code should be followed in this situation involving the possible termination of service to a landlord ratepayer. The Utility Service Tenants Rights Act at 68 P.S. §399.1, *et seq.* applies to the instant matter as does the Public Utility Code at 66 Pa.C.S. §§ 1524 - 1527 (relating to the request to landlord to identify tenants and the rights of tenants to continued services).

Although you have claimed you need thirty days to secure funding for a deposit to enter into installment payments with PGW, this is denied by PGW and there is no documentation attached to your Emergency Motion to substantiate this claim.

Accordingly, since the claims of inability to pay at the current time are unsubstantiated by any documentation or evidence, and since PGW appears to be following proper notice requirements of the Utility Code and Landlord-Tenant Code, there is no emergency concern that tenants or their children will be immediately forced from their homes. Therefore, the Emergency Motion for Stay of Termination of Gas Service is hereby denied. This docket shall be marked closed.

Sincerely,



James J. McNulty
Secretary

cc: Laureto Farinas, Esquire Philadelphia Gas Works
Mary M. Chan, paralegal Philadelphia Gas Works
Elizabeth H. Barnes, Assistant Counsel
Carol Pennington, OSA