



An Exelon Company

Legal Department
2301 Market Street / S23-1
Philadelphia, PA 19103

Direct Dial: 215-841-6841

February 3, 2017

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

RE: Glenn DeHaven v. PECO Energy Company
PUC Docket No: C-2017-2585680

Dear Ms. Chiavetta:

Enclosed for filing with the Commission is *PECO Energy Company's Preliminary Objections* 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 horizontal flourish extending to the right.

Shawane Lee
Counsel for PECO Energy Company

SL/d

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

GLENN DEHAVEN	:	
Complainant	:	
v.	:	DOCKET NO. C-2017-2585680
	:	
PECO ENERGY COMPANY	:	
Respondent	:	

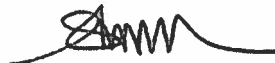
NOTICE TO PLEAD

Pursuant to 52 Pa. Code §§ 5.101 and 5.62(c), you are hereby notified that, if you do not file a written response denying or correcting the enclosed Preliminary Objection within 10 days from service of this notice, a ruling may be entered against you. Your response must be filed with the Secretary of the Pennsylvania Public Utility Commission, with a copy served to counsel for PECO Energy Company, Shawane L. Lee, and where applicable, the Administrative Law Judge presiding over the issue.

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

With a copy to:
Shawane L. Lee
PECO Energy Company
2301 Market Street, S-23
Philadelphia, PA 19103

Dated at Philadelphia, PA, February 3, 2017.



Shawane L. Lee
PECO Energy Company
2301 Market Street, S-23
Philadelphia, PA 19103
(215) 841-6481
Shawane.Lee@exeloncorp.com

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

GLENN DEHAVEN	:	
Complainant	:	
v.	:	DOCKET NO. C-2017-2585680
	:	
PECO ENERGY COMPANY	:	
Respondent	:	

**PRELIMINARY OBJECTION OF RESPONDENT,
PECO ENERGY COMPANY**

Respondent, PECO Energy Company (“PECO Energy”), pursuant to 52 Pa. Code § 5.101(a)(4) respectfully petitions this Honorable Commission to dismiss the instant Complaint as legally insufficient.

1. On January 25, 2017, PECO Energy was served with a formal complaint filed by Glenn DeHaven (hereafter “Complainant”). A copy of the Complaint is attached hereto as Exhibit “1”.
2. In his Complaint, the Complainant states that he had tenants at his rental property located at 184 Hibernia Road, Coatesville, PA.
3. The Complainant states that his tenants verbally agreed to and signed a part of the lease that said they would be responsible for electric charges for an upper barn, a low voltage dog containment system and a small coy pond on the tenants’ patio.
4. The Complainant states that the barn load is approximately \$30.00 per month; the low voltage containment system is less than \$5.00 a month and the coy pond pump is less than \$15.00 per month.

5. The Complainant states that his tenants agreed to be responsible for these electrical charges.

6. The Complainant states that PECO entered his property without notifying him and found foreign wiring.

7. The Complainant states that PECO billed him for \$1,800 of foreign wiring charges and he will not be responsible for it.

8. The Complainant states that PECO ignored the lease agreement between him and his tenants where they agreed to be responsible for the electrical charges.

9. The Complainant states that PECO also ignored a court order issued by a judge when his tenants were evicted that says the tenants are responsible for the electric charges.

10. The Complainant states that he will not be responsible for the \$1,800 of foreign wiring charges.

11. PECO Energy simultaneously filed an Answer and the instant Preliminary Objection.

12. Pursuant to 52 Pa. Code § 5.101, preliminary objections may be filed against a complaint and dismissed for legal insufficiency. 52 Pa. Code § 5.101(a)(4).

13. Commission procedure regarding the disposition of preliminary objections is similar to that utilized in Pennsylvania civil procedure.¹

14. In deciding preliminary objections, the Public Utility Commission must determine, based on the factual pleadings of the petitioner, if relief or recovery is possible.²

¹ *Equitable Small Transportation Interveners v. Equitable Gas Co.*, 1994 Pa.PUC LEXIS 69, Docket No. C-00935435 (July 18, 1994)

² 2006 Pa. PUC Lexis 111, *7.

15. A complaint must be able to recover under the law to survive a preliminary objection.³

16. All of the non-moving party's averments must be taken as true for the sake of deciding the preliminary objection.⁴

17. The court does not, however, need to accept, "unwarranted inferences from facts, argumentative allegations, or expressions of opinions."⁵

18. Section 703 of the Public Utility Code, 66 Pa. C.S.A. § 703(b) provides that the Commission may dismiss any complaint without a hearing of, in its opinion, a hearing is not necessary to the public interest.

19. A hearing is required only when there is a disputed question of fact, and is not required to resolve questions of law. Dee-Dee Cab, Inc. v. Pa.Pub. Util. Comm'n, 817 A.2nd 593 (Pa. Commw. Ct. 2003), petition for allowance of appeal denied, 836 A.2d 123 (Pa. 2003).

20. Here, there are no genuine issues of fact and PECO Energy is entitled to judgment as a matter of law with respect to all of the allegations in the Complaint.

21. The Commission has held that a landlord must pay the utility for any account balance, including arrearages, once a foreign load or wiring has been found. 66 Pa. C.S. §§ 1529.1(a), (c); and Ace Check Cashing Inc. v. Phila. Gas Works, Final Order, (May 21, 2010). See also Santos v. Metro. Edison Co., No. C-00967757 (Pa. P.U.C. Aug. 7, 1997).

22. The Complainant is the owner of the rental property at issue. See Exhibit "1".

³*Milliner v. Enck*, 709 A.2d 417, 418 (Pa. Super. Ct. 1998) ("preliminary objection should be sustained only where it appears with certainty that, upon the facts averred, the law will not allow the plaintiff to recover").

⁴ *Id.* at 7-8.

⁵ *Feingold v. McNulty*, 2009 Phila. Ct. Com. Pl LEXIS 167, *3.

23. The Complainant avers that he is being held responsible for his tenants' balance that was transferred to him. The Complainant disputes responsibility for the balance transferred to him arising from the foreign wiring condition. See Complaint at Exhibit "1".

24. As previously explained by the Legislature and this Commission, upon discovering the existence of a foreign load a public utility is required to list the account, including any arrearages, in the name of the landlord. 66 Pa. C.S. §§ 1529.1(a), (c). See also Santos v. Metro. Edison Co., No. C-00967757 (Pa. P.U.C. Aug. 7, 1997). The landlord is responsible for paying the utility bills until the foreign load is corrected. 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 Natural Gas, Inc., No. F-2009-2101282, Opinion and Order adopted July 15, 2010 at 7.

25. The Complainant does not allege that the property is not a rental property or that he is not the owner of the property.

26. The Complainant does not allege that PECO Energy delayed investigating his tenants' foreign wiring concerns.

27. The Complainant does not allege that PECO Energy transferred an incorrect amount to his account.

28. The Complainant does not allege that PECO Energy delayed their field investigation to verify the foreign wiring had been corrected.

29. The Complainant's formal complaint simply alleges that foreign wiring was found at his property and he feels that he should not be held responsible for his tenants' balance arising from the foreign wiring because (1) the tenant agreed to the additional electric usage in their lease agreement and (2) the additional load on the meter is minimal – barn load is \$30.00 per month; the low voltage dog containment system is less than \$5.00 a month; and the coy pond pump is less than \$15.00 per month. See Complainant's Formal Complaint.

30. The law does not permit the Complainant to assign responsibility for the foreign wiring to his tenants through a Lease Agreement and circumvent 66 Pa. C.S. § 1529.1. See 1-A Realty v. PPL Electric Utilities Corp., Docket Nos. F-2010-2166554 and F-2010-2166976 (Order entered April 12, 2012).

31. The landlord shall be responsible for payment of utility services rendered to the rental property when a foreign load is found even if the landlord and tenant agree that the tenant is responsible for the additional load. See George Kopf v. PECO Energy Company, Docket No. C-2012-2332993 (Initial Decision entered November 29, 2012).

32. In George Kopf, the Complainant argued that he should not be responsible for his tenant Ms. DelRaso's balance and requested that the PUC order PECO to transfer the tenant's balance back to the tenant.

33. Mr. Kopf argued in his formal complaint that his tenant, Ms. DelRaso agreed to pay for all utilities in the common areas pursuant to her lease agreement.

34. ALJ Salapa granted PECO Energy's Preliminary Objection and dismissed Mr. Kopf's formal complaint in a well-reasoned opinion wherein he stated:

The Public Utility Code at 66 Pa.C.S. § 1529.1, requires that a public utility "shall forthwith list the account for the premises in question in the name of the owner" when a residential building

contains one or more dwelling units not individually metered. 66 Pa. Pa.C.S. § 1529.1(b); Ace Check Cashing, Inc. v. Philadelphia Gas Works, Docket No. C-2008-2056428 (Order entered May 21, 2010).

The Complainant apparently believes that the statute at 66 Pa.C.s. § 1529.1 does not apply to this case. The Complainant asserts that he has a lease with Ms. DelRaso that requires her to pay for the electricity used in the common areas and Ms. DelRaso has agreed to continue paying for the electricity used in the common areas. The Complainant argues that, since Ms. DelRaso agreed to pay for the electricity used in the common area, the Respondent improperly transferred her account to him and improperly refused to transfer the account back to Ms. Del Raso..... The Complainant is incorrect for two reasons.

First, the Public Utility Code does not authorize the Respondent to collect load charges from a tenant. In Santos the Commission held that “the utility must...place the account in the landlord’s name upon discovery of the foreign load and collect unpaid bills only from the landlord.” (emphasis added) Santos at 14.Second, the Complainant’s lease with Ms. DelRaso, where she agreed to pay for the electricity used in the common areas, cannot supersede the provisions of 66 Pa.C.S. § 1529.1.

35. Mr. Kopf filed Exceptions to ALJ Salapa’s Initial Decision. The Commission reviewed and adopted ALJ Salapa’s Initial Decision based on the Commonwealth Court decision 1-A Realty v. PPL Electric Utilities Corp. The Commission determined that:

Under Section 1529.1 of the Code, the Commission’s rulings related to it, and the Commonwealth Court’s decision in *1-A Realty*, it is clear that tenants are not permitted to consent to having foreign load charges attributed to them. In this case, Ms. DelRaso could not accept utility service that was not exclusive to her rented apartment.

George Kopf v. PECO Energy Company, Docket Number C-2012 (Opinion and Order entered, June 13, 2013).

36. In the case at bar, as ALJ Salapa stated, and the Commission agreed in George Kopf, the Public Utility Code does not permit PECO to collect foreign load charges from the Complainant's tenant. 66 Pa.C.S.A. § 1529.1. When PECO finds foreign load, the company is required to transfer the tenant's account, including any arrearages, into the landlord's name. See 66 Pa.C.S.A. § 1529.1. The Complainant's Lease Agreement where the tenant agrees to accept responsibility for the additional load for the barn, low voltage dog containment system; and coy pond pump, cannot supersede the provisions of 66 Pa.C.S.A. § 1529.1.

37. Additionally, consistent with Ace Check Cashing, Inc. vs. Philadelphia Gas Works, Docket No. C-2008-2056428, the Commission cannot consider what the Complainant proposes (i.e., to determine the portion of the foreign wiring that is attributable to the barn load, low voltage dog containment system and coy pond usage).

38. In Ace Check Cashing, Inc., the Commission reversed the Initial Decision in Afshari v. PPL Electric Utilities Corporation, Docket No. C-20055547 (Order entered April 9, 2008) (Afshari) relating to foreign load situations.

39. In the Commission's decision, they stated:

The key determination in *Afshari* is that, when foreign load is found, per operation of Subsection (c), the landlord shall be responsible only for the portion of the tenant's arrearage that is related to foreign load. However, Commission precedent, such as *Elizabeth Santos v. Met Ed*, Docket No. C-00967757 (Order entered August 7, 1997), holds that Subsection (c) operates to place both current bills and all arrearages in the landlord's name if the landlord failed to provide the notice required by Subsection (a). In interpreting Subsection (c), the decision in *Afshari* sought to avoid an unreasonably harsh result for the landlord in that it does not require the owner to be responsible for the tenant's potentially large arrearages, especially where the foreign load is *de minimus*. However, the approach in *Afshari* lessens the incentive for the landlord to correct the foreign load situation that is due to a wiring, plumbing or piping problem for which the landlord is responsible. While the language in Subsection (c) can be viewed as ambiguous enough to allow some latitude for Commission interpretation, a determination that the landlord's financial responsibility for arrearages is strictly limited to the

foreign load portion of the arrearage is problematic. This is because the statutory remedy for failure to provide notice provided in Subsection (c) refers back to Subsection (b) which clearly mandates that the landlord “shall thereafter be responsible for the payment for the utility services rendered [to the rental property].”

40. As stated above, the landlord shall be responsible for payment for the utility services rendered to the rental property when a foreign load is found.

41. PECO Energy properly transferred the tenant’s utility account, including arrearages, to the Complainant’s name.

42. PECO Energy’s actions are consistent with Pennsylvania law.

43. The PUC is not the forum for the Complainant to raise what is essentially a dispute, regarding the foreign wiring balance that should be attributable to him as opposed to the amount attributable to his tenant.

44. As stated in Edmund v. Corazzini, supra that is a matter to be resolved in the Court of Common Pleas as it is outside the Commission’s jurisdiction.

45. Because the Complaint relates to a dispute about the assignment of financial responsibility for a foreign load in a building he owns, this complaint should be dismissed as a matter of law.

46. Accordingly, PECO Energy requests that the Commission dismiss the Complaint for legal insufficiency.

REQUEST FOR RELIEF

WHEREFORE, for the reasons set forth above, PECO Energy Company respectfully requests that your Honorable Commission summarily dismiss the Complainants' Complaint.

Respectfully submitted,



Shawane L. Lee
Counsel for PECO Energy Company
2301 Market Street, S23-1
P.O. Box 8699
Philadelphia, PA 19101-8699
(215) 841-6841
Fax: 215.568.3389
Shawane.Lee@exeloncorp.com

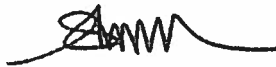
**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

GLENN DEHAVEN	:	
Complainant	:	
v.	:	DOCKET NO. C-2017-2585680
	:	
PECO ENERGY COMPANY	:	
Respondent	:	

VERIFICATION

I, Shawane L. Lee, hereby declare that I am counsel for PECO Energy Company; that as such I am authorized to make this verification on its behalf; that the facts set forth in the foregoing Pleading are true to the best of my knowledge, information and belief, and that I make this verification subject to the penalties of 18 Pa. C.S. § 4904 pertaining to false statements to authorities.

Date: February 3, 2017



Shawane L. Lee

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

GLENN DEHAVEN	:	
Complainant	:	
v.	:	DOCKET NO. C-2017-2585680
	:	
PECO ENERGY COMPANY	:	
Respondent	:	

CERTIFICATE OF SERVICE

I, Shawane L. Lee, hereby certify that I have this day served a copy of PECO Energy Company's Answer in the above matter upon all interested parties by mailing a copy, properly addressed and postage prepaid to:

Glen DeHaven
180 Hibernia Road
Coatesville, PA 19320

Dated at Philadelphia, Pennsylvania, February 3, 2017



Shawane L. Lee
Counsel for PECO Energy Company
2301 Market Street, S23-1
P.O. Box 8699
Philadelphia, PA 19101-8699
(215) 841-6841
Fax: 215.568.3389
Shawane.Lee@exeloncorp.com

Legal Department
2301 Market Street / S23-1
Philadelphia, PA 19103

Direct Dial: 215-841-6841

February 3, 2017

Glenn DeHaven
180 Hibernia Road
Coatesville, PA 19320

RE: Glenn DeHaven v. PECO Energy Company
PUC Docket No: C-2017-2585680

Dear Mr. DeHaven:

Enclosed is a copy of PECO Energy Company's response to the formal complaint filed in the above-referenced docket. The law requires PECO Energy to file an answer to your Public Utility Commission complaint. Keep these papers for your records. This is not a decision on your complaint. PECO's response may include a New Matter, Motion or Preliminary Objection. Please note that if you do not respond to a New Matter, Motion, or Preliminary Objection an unfavorable decision may be rendered against you. Responses to New Matters and Motions must be filed within 20 days. Responses to Preliminary Objections must be filed within 10 days. If there is no New Matter, Motion or Preliminary Objection included, no response is required.

Soon, the Public Utility Commission will schedule either a settlement conference or a hearing on your complaint. The Commission will let you know by mail whether there will be a conference or a hearing and will include instructions on what to do next. If the matter is set for hearing, the notice will provide you with information about the date, time and place of the hearing. If we are unable to resolve your complaint and have to proceed with a hearing, a judge will be at the hearing and will decide your complaint. You must call the Public Utility Commission if you have any questions about the hearing or if you cannot attend the hearing.

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 horizontal flourish extending to the right.

Shawane Lee
Counsel for PECO Energy Company

SL/ld
Enclosure

EXHIBIT “1”

Botak, Amy:(PECO)

From: eServe@pa.gov
Sent: Wednesday, January 25, 2017 2:01 PM
To: Lee, Shawane L:(PECO)
Cc: Botak, Amy:(PECO)
Subject: [EXTERNAL] PA PUC eServe Notice

Importance: High

Dear Shawane L Lee,

A(n) Formal Complaint has been served in this proceeding. This document is docketed as **C-2017-2535690**. You may view this document at **[Formal Complaint](#)**

You are receiving this email because you are a(n) Respondent for this case and have agreed to be served electronically. By selecting electronic service (eService), you have agreed that this notification constitutes valid service. Electronic service of any and all documents will be in place of paper service.

**Thank You,
Public Utility Commission
Commonwealth of Pennsylvania**

**** Please do not respond to this automatically generated email.***

PENNSYLVANIA PUBLIC UTILITY COMMISSION

Formal Complaint

Filing this form begins a legal proceeding and you will be a party to the case. If you do not wish to be a party to the case, consider filing an informal complaint.

To complete this form, please type or print legibly in ink.

1. Customer (Complainant) Information

Provide your name, mailing address, county, telephone number(s), e-mail address and utility account number. It is your responsibility to update the Commission with any changes to your address and to where you want documents mailed to you.

Name Glenn DeHaven

Street/P.O. Box 180 Hibernia Rd Apt #

City Coatesville State Pa Zip 19320

County West Brandywine

Telephone Number(s) Where We Can Contact You During the Day:

(215) 6684093 (home) (215) 2842232 (mobile)

E-mail Address (optional): GDeHaven@Comcast.net

Utility Account Number (from your bill) 2933201203 Rental acou. #

If your complaint involves utility service provided to a different address or in a different name than your mailing address, please list this information below.

Name Andrew and Jenny Andress

Street/P.O. Box 184 Hibernia rd.

City Coatesville State Pa Zip 19320

2. Name of Utility or Company (Respondent)

Provide the full name of the utility or company about which you are complaining. The name of your utility or company is on your bill.

PECO

PA P.U.C. SECRETARY'S BUREAU

OFFICIAL MAIL 23

RECEIVED

3. Type of Utility Service

Check the box listing the type of utility service that is the subject of your complaint (check only one):

- ELECTRIC WASTEWATER/SEWER
 GAS TELEPHONE/TELECOMMUNICATIONS (local, long distance)
 WATER MOTOR CARRIER (e.g. taxi, moving company, limousine)
 STEAM HEAT

4. Reason for Complaint

What kind of problem are you having with the utility or company? Check all boxes below that apply and state the reason for your complaint. Explain specifically what you believe the utility or company has done wrong. Provide relevant details including dates, times and places and any other information that may be important. If the complaint is about billing, tell us the amount you believe is not correct. Use additional paper if you need more space. Your complaint may be dismissed without a hearing if you do not provide specific information.

- The utility is threatening to shut off my service or has already shut off my service.
- I would like a payment agreement.
- Incorrect charges are on my bill. Provide dates that are important and an explanation about any amounts or charges that you believe are not correct. Attach a copy of the bill(s) in question if you have it/them.
- I am having a reliability, safety or quality problem with my utility service. Explain the problem, including dates, times or places and any other relevant details that may be important.

- Other (explain).
Electric is part of the lease, this was litigated in court, and found to be the responsibility of Tennants, they verbally agreed to this part of lease and signed.

⑤ The evicted Tennant is questioning would be \$50.00 a month for 10 months.

a representative of peco entered property on Jan 4 (Letter attached) never notifying us of any issue and submitted to Peco a order to Bill us \$1,800 fir foreign electric which were the evicted tennants responcebility. It apprear peco overrides Judgements, Leases and make arbitrary desicions of electric usage based on an evicted tennants request.

We will not be responceible, we want a thorough investigation of how a peco technician can enter a property without the owner knowledge, override a Judges' order and assign tennant electric usage to the owners. Copy of peco letter and judges Judgement attached.

Note: If your complaint is only about removing or modifying a municipal lien filed by the City of Philadelphia, the Public Utility Commission (PUC) cannot address it. Only local courts in Philadelphia County can address this type of complaint. The PUC can address a complaint about service or incorrect billing even if that amount is subject to a lien.

In addition, the PUC generally does not handle complaints about cell phone or internet service, but may be able to resolve a dispute regarding voice communications over the internet (including the inability to make voice 911/E911 emergency calls) or concerns about high-speed access to internet service.

5. Requested Relief

How do you want your complaint to be resolved? Explain what you want the PUC to order the utility or company to do. Use additional paper if you need more space.

We are not responsible for the very high electric bill. The load disputed was upper barn, low voltage Dog Containment System and a small dog pond on their patio. This is their responsibility, The lower barn which has much more electrical load (feel free to look up) is \$36.00 a month. The low voltage containment system is less than \$5.00 a month, The dog pond pump and air meter is less than \$15.00 a month. All of this was required payment of lease (continued on paper)

Note: The PUC can decide that a customer was not billed correctly and can order billing refunds. The PUC can also fine a utility or company for not following rules and can order a utility or company to correct a problem with your service. Under state law, the PUC cannot decide whether a utility or company should pay customers for loss or damages. Damage claims may be sought in an appropriate civil court.

6. Protection From Abuse (PFA)

Has a court granted a "Protection From Abuse" order that is currently in effect for your personal safety or welfare? The PUC needs this information to properly process your complaint so that your identity is not made public.

Note: You must answer this question if your complaint is against a natural gas distribution utility, an electric distribution utility or a water distribution utility AND your complaint is about a problem involving billing, a request to receive service, a security deposit request, termination of service or a request for a payment agreement.

Has a court granted a "Protection From Abuse" order for your personal safety or welfare?

YES

NO

not at this point

If your answer to the above question is "yes," attach a copy of the current Protection From Abuse order to this Formal Complaint form.

7. Prior Utility Contact

a. Is this an appeal from a decision of the PUC's Bureau of Consumer Services (BCS)?

YES

NO

Note: If you answered yes, move to Section 8. No further contact with the utility or company is required. If you answered no, answer the question in Section 7 b. and answer the question in Section 7 c. if relevant.

b. If this is not an appeal from a BCS decision, have you spoken to a utility or company representative about this complaint?

YES

NO

Note: You must contact the utility first if (1) you are a residential customer, (2) your complaint is against a natural gas distribution utility, an electric distribution utility or a water utility AND (3) your complaint is about a billing problem, a service problem, a termination of service problem, or a request for a payment agreement.

c. If you tried to speak to a utility company representative about your complaint but were not able to do so, please explain why.

N/A

Note: Even if you are not required to contact the utility or company, you should always try to speak to a utility or company representative about your problem before you file a Formal Complaint with the PUC.

8. Legal Representation

If you are filing a Formal Complaint as an individual on your own behalf, you are not required to have a lawyer. You may represent yourself at the hearing.

If you are already represented by a lawyer in this matter, provide your lawyer's name, address, telephone number, and e-mail address, if known. Please make sure your lawyer is aware of your complaint. If represented by a lawyer, both you and your lawyer must be present at your hearing.

Lawyer's Name _____

Street/P.O. Box _____

City _____ State _____ Zip _____

Area Code/Phone Number _____

E-mail Address (if known) _____

Note: Corporations, associations, partnerships, limited liability companies and political subdivisions are required to have a lawyer represent them at a hearing and to file any motions, answers, briefs or other legal pleadings.

9. Verification and Signature

You must sign your complaint. Individuals filing a Formal Complaint must print or type their name on the line provided in the verification paragraph below and must sign and date this form in ink. If you do not sign the Formal Complaint, the PUC will not accept it.

Verification:

I Glenn and Maureen DeHaven, hereby state that the facts above set forth are true and correct (or are true and correct to the best of my knowledge, information and belief) and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

Maureen DeHaven


(Signature of Complainant)

Jan. 11, 2017
(Date)

Title of authorized employee or officer (only applicable to corporations, associations, partnerships, limited liability companies or political subdivisions)

Note: If the Complainant is a corporation, association, partnership, limited liability company or political subdivision, the verification must be signed by an authorized officer or authorized employee. If the Formal Complaint is not signed by one of these individuals, the PUC will not accept it.

10. Two Ways to File Your Formal Complaint

Electronically. You must create an account on the PUC's eFiling system, which may be accessed at <http://www.puc.pa.gov/eFiling/default.aspx>.

Note: If you are appealing your Bureau of Consumer Services (BCS) decision, you must file your formal complaint by mail.

Mail. Mail the completed form with your original signature and any attachments, by certified mail, first class mail, or overnight delivery to this address:

Secretary
Pennsylvania Public Utility Commission
400 North Street
Harrisburg, Pennsylvania 17120

Note: Formal Complaints sent by fax or e-mail will not be accepted.

If you have any questions about filling out this form, please contact the Secretary's Bureau at 717-772-7777.

Keep a copy of your Formal Complaint for your records.



An Exelon Company

Print
Date
Time

January 5, 2017

**Glenn S. Dehaven
184 Hibernia Rd
Coatesville, Pa 19320**

**Regarding: 184 Hibernia Rd
Coatesville, Pa 19320**

Dear Mr. Dehaven:

On 1-4-17 a PECO field technician visited the above referenced property in response to a high bill complaint. The technician found the following foreign wiring: rear barn, fish pond pump and trough heater to melt drinking water for animals. This is known as foreign wiring. Please have your electrician check for any additional foreign wiring that may not have been detected at the time of the field visit.

When PECO identifies foreign wiring, Pennsylvania State Law requires the electric service to be transferred into the name of the landlord, until the wiring is properly corrected. (Per Section 1529.1(b) of the Pennsylvania Public Utility Code, 66 Pa. C.S. 1529.1)

Please be advised that the electric service for the accounts in question will be transferred into your name effective immediately. If any of the current tenant's balance due is attributable to the found foreign wiring the entire balance will be transferred into your name as well. The service can only go back into your tenants name if you have your electrician correct the wiring for each apartment.

If you have completed the repairs, or have any questions regarding this matter, please telephone 215-841-8694.

Cordially,

**Tim Fisher
Customer Field Operations**



**NOTICE OF
 JUDGMENT/TRANSCRIPT
 Residential Lease**

Glenn DeHaven, Maureen F DeHaven
 v.
 Jenny Andress, Andy Andress

Mag. Dist. No: MDJ-15-3-03
 MDJ Name: Honorable Michael J. Cabry III
 Address: 4834 Horseshoe Pike
 Hantsy Brook, PA 19344
 Telephone: 610-273-3728

Maureen F DeHaven
 180 Hibernia Rd
 Coatsville, PA 19320

Docket No: MJ-18308-LT-0000332-2016
 Case Filed: 11/21/2016
 Cross Complaint Docket No(s):
 MJ-18308-CV-0000189-2016

Disposition Details

Grant possession: Yes
 Grant possession if money judgment is not satisfied by the time of eviction: No

Disposition Summary (w/ Cross Complaint)

Docket No	Plaintiff	Defendant	Disposition	Disposition Date
MJ-18308-LT-0000332-2016	Glenn DeHaven	Jenny Andress	Judgment for Plaintiff	12/13/2016
MJ-18308-LT-0000332-2016	Glenn DeHaven	Andy Andress	Judgment for Plaintiff	12/13/2016
MJ-18308-LT-0000332-2016	Maureen F DeHaven	Jenny Andress	Judgment for Plaintiff	12/13/2016
MJ-18308-LT-0000332-2016	Maureen F DeHaven	Andy Andress	Judgment for Plaintiff	12/13/2016
MJ-18308-CV-0000189-2016 ⁰²	Andy Andress	Glenn DeHaven	Judgment for Defendant	12/13/2016
MJ-18308-CV-0000189-2016 ⁰²	Andy Andress	Maureen F DeHaven	Judgment for Defendant	12/13/2016
MJ-18308-CV-0000189-2016 ⁰²	Jenny Andress	Glenn DeHaven	Judgment for Defendant	12/13/2016
MJ-18308-CV-0000189-2016 ⁰²	Jenny Andress	Maureen F DeHaven	Judgment for Defendant	12/13/2016

Judgment Summary

Defendant	Joint/Several Liability	Individual Liability	Amount
Andy Andress		\$0.00	\$0.00
Glenn DeHaven	\$888.22	\$0.00	\$888.22
Jenny Andress	\$0.00	\$0.00	\$0.00
Maureen F DeHaven	\$888.22	\$0.00	\$888.22

Judgment Finding (Post Judgment)

In the matter of Glenn DeHaven; Maureen F DeHaven vs. Jenny Andress; Andy Andress on MJ-18308-LT-0000332-2016, on 12/13/2016 the judgment was awarded as follows:

Judgment Component	Joint/Several Liability	Individual Liability	Deposit Applied	Amount
Post to Andress		\$0.00		\$0.00
Filing Fee		\$112.00		\$112.00
Server Fee		\$32.72		\$32.72
Costs		\$10.00		\$10.00
Attorney Fees	\$600.00	\$0.00		\$600.00
Grand Total:				\$888.22

Portion of judgment for physical damages arising out of residential lease: \$0.00

Net Judgment

Net Judgment Amount: \$888.00
 Both Parties Agreed to Eviction Date of January 31st, 2017



Landlord/Tenant Complaint

Mag. Dist. No: MDJ-15-3-08
 MDJ Name: Honorable Michael J. Cabry III
 Address: 4824 Horrocks Pike
 Henry Brook, PA 18344
 Telephone: 610-273-3728

PLAINTIFF: NAME and ADDRESS
 Green and Marie DeWaters
 Rt. 1
 Conestoga, Pa. 17320
 DEFENDANT: NAME and ADDRESS
 Jerry and Cindy Anderson
 194 Hibernia Rd.
 Conestoga, Pa. 17320
 Docket No: LT-532-16
 Case Filed: 11/21/14

	AMOUNT	DATE PAID
FILING COSTS	\$	/ /
POSTAGE	\$	/ /
SERVICE COSTS	\$	/ /
CONSTABLE ED.	\$	/ /
TOTAL	\$	/ /

Pa.R.C.P.M.D.J. No. 208 sets forth those costs recoverable by the prevailing party.

TO THE DEFENDANT: The above named plaintiff(s) asks judgment together with costs against you for the possession of real property and for:

- Lease is Residential Nonresidential Monthly Rent \$ 1,200 Security Deposit \$ 1,200
- A determination that the manufactured home and property have been abandoned.
- Damages for injury to the real property, to wit: injury to base of house \$ 750
house and property trashed in the amount of: \$ _____
- Damages for the unjust detention of the real property in the amount of \$ _____
- Rent remaining due and unpaid on filing date in the amount of \$ _____
- And additional rent remaining due and unpaid on hearing date \$ _____
- Attorney fees in the amount of \$ 750

THE PLAINTIFF FURTHER ALLEGES THAT:

1. The location and the address, if any, of the real property is: 194 Hibernia Rd. Conestoga, Pa. 17320
2. The plaintiff is the landlord of that property.
3. The plaintiff leased or rented the property to you or to Jerry and Cindy Anderson under whom you claim.
4. Notice to quit was given in accordance with law, or
 No notice is required under the terms of the lease.
5. The term for which the property was leased or rented is fully ended, or
 A forfeiture has resulted by reason of a breach of the conditions of the lease, to wit: Days not as required
work to be done or.
 Rent reserved and due has, upon demand, remained unpaid. 141820
6. You retain the real property and refuse to give up its possession.

I, Margaret F. DeWaters verify that the facts set forth in this complaint are true and correct to the best of my knowledge, information and belief. This statement is made subject to the penalties of Section 4904 of the Crimes Code (18 PA. C.S. § 4904) relating to unsworn falsification to authorities.

Margaret F. DeWaters
(Signature of Plaintiff)

DISTRICT COURT 15-3-06

The plaintiff's attorney shall file an entry of appearance with the Magisterial District Court pursuant to Pa.R.C.P.M.D.J. 207.1

IF YOU HAVE A DEFENSE to this complaint you may present it at the hearing. IF YOU HAVE A CLAIM against the plaintiff arising out of the company of the premises, which is in the Magisterial District Judge's jurisdiction and which you intend to assert at the hearing, YOU MUST FILE it on the complaint form at the office BEFORE THE TIME set for the hearing. IF YOU DO NOT APPEAR AT THE HEARING, the plaintiff may obtain possession and costs and for damages and rent if allowed, may seek to enforce against you. A judgment against you for possession may result in your removal from the premises. If you are disabled and require a reasonable accommodation to gain access to the Magisterial District Court and its services, please contact the Magisterial District Court at the above address or telephone number. We are unable to provide transportation.

Mag. Dist. No. MDJ-153-08



Case No. CV-188-16

Mag. Dist. No. MDJ-153-08
 MDJ Name: Honorable Michael J. Cabry III
 Address: 4824 Horseshoe Pike
 Heagy Brook, PA 19344
 Telephone: 610-273-3729

PLAINTIFF: Jenny Herberich Address: 184 Hibernia Rd. Coatesville PA 19320
 DEFENDANT: Maureen Glyn Detlaen Address: 180 Hibernia Rd. Coatesville PA 19320

	AMOUNT	DATE PAID
FILING COSTS	\$ 35.50	1/1
POSTAGE	\$	1/1
SERVICE COSTS	\$ 32.73	1/1
CONSTABLE ED.	\$ 10.00	1/1
TOTAL	\$ 78.22	12/2/11

Social Security Numbers and financial information (e.g. PINs) should not be listed. If the identity of an account number must be established, list only the last four digits. 204 Pa.Code §§ 212.1-212.7.

Docket No.: CV-188-16
 Case Filed: 12/2/11

Pa.R.C.P.D.J. No. 208 sets forth those costs recoverable by the prevailing party.

To The Defendant: The above named plaintiff(s) asks judgment against you for \$ 11,000 together with costs upon the following claim:

Per Item 6(A) on Rental Lease monthly Rent is \$ 1200 per month which I have paid in full each month. Section I on the states term work for reduction of Rent which Maureen Detlaen confirmed via text is \$ 900 per month. Furthermore I discovered a foreign lock on my electric bill - my husband does 30 hrs. per week at work yet I have paid the bill. I am sorry that the facts set forth in this complaint are true and correct to the best of my knowledge, information, and belief. This statement is made subject to the penalties of Section 4904 of the full Crimes Code (18 PA. C.S. § 4904) related to unsworn falsification to authorities.

Part of the defense Jenny Herberich (Signature of Plaintiff or Authorized Agent)
 Rent is to be paid

rent amount outlined in GA on lease

The plaintiff's attorney shall file an entry of appearance with the magisterial district court pursuant to Pa.R.C.P.D.J. 207.1

If you intend to enter a defense to this complaint, you should notify this office immediately at the above telephone number. You must appear at the hearing and present your defense. Unless you do, judgment may be entered against you by default.

If you have a claim against the plaintiff which is within the magisterial district judge jurisdiction and which you intend to assert at the hearing, you must file it on a complaint for at this office at least five days before the date set for the hearing.

If you are disabled and require a reasonable accommodation to gain access to the Magisterial District Court and its services, please contact the Magisterial District Court at the above address or telephone number. We are unable to provide transportation.

Landlords Can Get Tangled Up by PECO Foreign Wiring Policies



RENTAL
AGREEMENT

When our client starting receiving bills from PECO for over \$2200 she was distraught and confused. She was a property owner and Landlord but did not reside at the property and did not have the PECO account in her name. Her tenant was not paying rent or utilities and we were in the process of evicting him. Apparently, once he was served with the Eviction Complaint, the Tenant called PECO and complained that his electric bill was too high. When PECO came to inspect they found what had once been a split building with one electric meter. There is a law on the books that requires any utility company to transfer all balances to the owner if they find that there is more than one unit being served from one meter. This is known as Foreign Wiring, even though no additional wiring is in use. While the property had two entrance doors (like many old splits), the property had been a single family dwelling for

some time. There was only one kitchen, one internal staircase, and one L&I Rental License. However, since there were two original doors, the PECO inspector concluded that it was two apartments and the Tenant's \$2200 balance went into the Landlord's name despite no violations at the property and no zoning permit for multiple family dwellings. Thankfully, the Judge saw the injustice in having a Landlord responsible for \$2200 electric she didn't use and a Tenant skating without any contribution. The case was dismissed but Landlords beware. This may be a new headache to look out for with non-performing tenants and the thought of PECO inspectors determining the nature of properties and how many units are present is less than ideal.

Note:

PECO Rep told evicted Tenant we don't have a PECO Rental agreement. Our PECO Rental agreement is 2 933 201203. The PECO Rep told we could get evicted Tenant to file a lawsuit claiming we don't have a valid contract. We have a contract of purchase and are registered with the town ship. PECO has caused harm to us.

Share: 3 Likes

← Q&A: Mike McCann of the McCann Team

Is East Callowhill Ready? →

Comments (0)

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- The ^{evicted} Tenant asked for reduced rent for the D-Box for part of the PECO bill. They use the D-Box for their equipment, livestock and storage. The PECO Rep overruled a Judge ~~advice~~ and determined on its own what we are responsible for & how much we owe.

- There is only one D-Box per the PECO Referral Statute and no former wiring.

DeHavens
180 Hibernia Rd.
Coatesville, Pa. 19320



Secretary
Pennsylvania Public Utility Commission
400 North Street
Harrisburg, Pennsylvania 17120

1712090079 0000

