



An Exelon Company

Legal Department
2301 Market Street / S23-1
P.O. Box 8699
Philadelphia, PA 19101-8699

Direct Dial: 215-841-6841

March 23, 2017

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

RE: Richard Dina v. PECO Energy Company
PUC Docket No.: F-2017-2592410

Dear Ms. Chiavetta:

Enclosed for filing with the Commission is *Amended Preliminary Objection of Respondent, PECO Energy Company* 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 stylized flourish at the end.

Shawane Lee
Counsel for PECO Energy Company

SL/ab

cc: Certificate of Service

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

RICHARD DINA	:	
Complainant	:	
v.	:	DOCKET NO. F-2017-2592410
	:	
PECO ENERGY COMPANY	:	
Respondent	:	

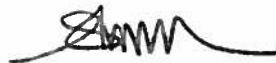
NOTICE TO PLEAD

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 Amended 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, March 23, 2017.



Shawane L. Lee
PECO Energy Company
2301 Market Street, S-23
Philadelphia, PA 19103
(215) 841-6841
Shawane.Lee@exeloncorp.com

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

RICHARD DINA	:	
Complainant	:	
v.	:	DOCKET NO. F-2017-2592410
	:	
PECO ENERGY COMPANY	:	
Respondent	:	

**AMENDED 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 March 8, 2017, PECO Energy was served with a formal complaint filed by Richard Dina (hereafter “Complainant”). A copy of the Complaint is attached hereto as Exhibit “1”.
2. In his Complaint, Complainant states that he owns a rental property located at 633 Andrews Avenue, Collingdale, PA.
3. The Complainant states that his tenants moved into his rental property 633 Andrews Avenue, 1st Floor, Collingdale, PA.
4. The Complainant states that he informed his tenants that the basement light, hall light and sump pump were connected to their first floor meter; however, in exchange, he would allow them to store their property in the basement for no additional rent.
5. The Complainant states that he was in the process of evicting his tenants for non-payment of rent.

6. The Complainant states that his tenants filed a complaint saying their electric bills were high to stop service termination.
7. The Complainant states that PECO visited his rental property on August 9, 2016, and the company found the hallway light, basement light and sump pump connected to his tenant's meter.
8. The Complainant states that PECO transferred his tenant's balance in the amount of \$1,718.14 to him.
9. The Complainant states that he corrected the foreign wiring condition.
10. The Complainant states that the bills for the lights and sump pump are approximately \$15 per month.
11. The Complainant states that he agrees to pay his share but does not agree to pay his tenant's entire electric bill.
12. PECO Energy simultaneously filed an Answer and the instant Amended Preliminary Objection.
13. 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).
14. Commission procedure regarding the disposition of preliminary objections is similar to that utilized in Pennsylvania civil procedure. ¹
15. 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.

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

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

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

19. 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.

20. 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).

21. 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.

22. 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).

23. 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.

24. The Complainant avers that he is being held responsible for his tenant's 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".

25. 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.

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

27. The Complainant does not allege that PECO Energy incorrectly determined a foreign wiring condition at his property.

28. The Complainant does not allege that PECO Energy delayed investigating his tenant's foreign wiring concerns.

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

30. The Complainant does not disagree that foreign wiring was found. Indeed he admitted that he corrected the foreign wiring condition and agrees to pay for the amount he believes is attributable to the foreign wiring.

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

32. 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 tenant's balance arising from the foreign wiring because the hallway and basement lights and sump pump associated with the condition is minimal, approximately \$15 per month. In addition, the tenant's agreed to accept responsibility for the additional load on their meter in exchange for using the basement for storage at no charge.

33. Indeed, 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 hallway and basement lights and sump pump and hold the tenant responsible).

34. 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.

35. 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]."

36. Further, the Complainant's formal complaint suggests that he should not be responsible for the balance attributable to the foreign wiring because his tenant agreed to have the additional load from the hallway and basement lights and sump pump connected to the tenant's meter in exchange for basement storage space at no cost.

37. Indeed, consistent with 1-A Realty v. PPL Electric Utilities Corp., Docket Nos. F-2010-2166554 and F-2010-2166976 (Order entered April 12, 2012), at 20, the Commission determined that a tenant could not waive rights pertaining to foreign load charges, and that there is no exception to the requirements of Section 1529.1 based on private agreements between landlords and tenants. *Id.* The Commonwealth Court affirmed the Commission's decision and concluded that tenants are not permitted to accept utility service which is not exclusive to their homes. 1-A Realty, supra, 63 A.3d at 484.

38. As stated in 1-A Realty, the landlord shall be responsible for payment for the utility services rendered to the rental property when in a foreign load is found and **tenants are not permitted to consent to having foreign load charges attributed to them.**

39. More recently, the Commission reached the same result in the matter George W. Kopf Jr. v. PECO Energy Company, Docket No. C-2012-2332993 (Order entered, June 13, 2013). In that case, Mr. Kopf argued that his tenant, by her lease agreement, agreed to pay for all utilities to the common areas. Administrative Law Judge David Salapa granted PECO

Energy's Preliminary Objection and dismissed Mr. Kopf's formal complaint in a well-reasoned opinion wherein he determined that the tenant's "lease does not supersede and has no effect on the Respondent's obligation to comply with Section 1529.1 of the Code." Id. at 9.

40. As stated above, the landlord shall be responsible for payment for the utility services rendered to the rental property.

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. 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 Complainant's 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**

RICHARD DINA

Complainant

v.

PECO ENERGY COMPANY

Respondent

:
:
:
:
:
:

DOCKET NO. F-2017-2592410

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: March 23, 2017



Shawane L. Lee

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

RICHARD DINA	:	
Complainant	:	
v.	:	DOCKET NO. F-2017-2592410
	:	
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 Amended Preliminary Objection in the above matter upon all interested parties by mailing a copy, properly addressed and postage prepaid to:

Richard Dina
231 Hastings Boulevard
Broomall, PA 19008

Dated at Philadelphia, Pennsylvania, March 23, 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

EXHIBIT 1

Botak, Amy:(PECO)

From: eServe@pa.gov
Sent: Wednesday, March 08, 2017 3:21 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 Form** has been served in this proceeding. This document is docketed as **F-2017-2992410**. You may view this document at [Formal Complaint Form](#)

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.*

TIMELY

BCS 3486291
PECO ENERGY CO (ELECTRIC)
Must be returned by **MARCH 13, 2017**

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.*

RECEIVED

MAR 2 - 2017

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

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 RICHARD DINA

Street/P.O. Box 231 HASTINGS BLV Apt #

City BROOMALL State PA Zip 19008

County DEL.

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

(610) 359-0181 (home) (610) 804-7988 (mobile)

E-mail Address (optional): _____

Utility Account Number (from your bill) 96073-01060

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

Name RICHARD DINA

Street/P.O. Box 633 ANDROWS AVE 1ST FLOOR

City COLLINGDALE State PA Zip 1

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

3. Type of Utility Service

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

- | | |
|--|---|
| <input checked="" type="checkbox"/> ELECTRIC | <input type="checkbox"/> WASTEWATER/SEWER |
| <input type="checkbox"/> GAS | <input type="checkbox"/> TELEPHONE/TELECOMMUNICATIONS (local, long distance) |
| <input type="checkbox"/> WATER | <input type="checkbox"/> MOTOR CARRIER (e.g. taxi, moving company, limousine) |
| <input type="checkbox"/> 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). *see 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.

8. **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.

See attached

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.

Maurice Crump, Rosalyn Nesbitt, and Tamyrsh Garder moved into 633 Andrews Avenue, 1st Floor, Collingsdale, PA 19023 on July 1, 2015. The tenants were informed that the basement light, hall light and sump pump were connected to the 1st floor bill, in exchange they were allowed basement storage at no additional rent. When the tenants moved in, they carried a carry-over balance on their electric bill.

The tenants were in the process of being evicted for non-payment of rents. Then the tenant's electric was to be disconnected for non-payment, tenant filed a complaint saying their electric bills were high, therefore stopping the disconnection. PECO visited the property on 8/9/2015 and found a hallway light, a basement light and a sump pump connected to the 1st floor bill.

PECO transferred tenant's balance of \$1,718.14 to my name (Richard Dina).

The foreign wiring situation was corrected.

The bills for the lights and sump pump are approximately \$15 month.

I agree with paying my share but do not agree that I should pay the tenant's entire electric bill while living at the unit along with their carry-over bill.

Thank you for your consideration in this matter.

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

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 - AEL

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.

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 Richard Dine, 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).

[Signature]
(Signature of Complainant)

2/27/17

(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:

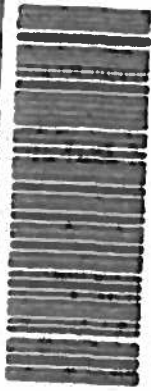
Secretary
Pennsylvania Public Utility Commission
400 North Street
Harrisburg, Pennsylvania 17120

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.

Richard Dine
231 Hastings Blvd
Broomall, PA 19008



7036 0600 0000 5134 9307



1000



17100

U.S. POSTAGE
PAID
BROOMALL, PA
McGraw-Hill

\$4.54

PERMIT NO. 1000-00

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

EXHIBIT 2



PENNSYLVANIA PUBLIC UTILITY COMMISSION

CONSUMERINFO UTILITY&INDUSTRY FILING&RESOURCES ABOUTPUC CONTACTUS

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eFiling Successfully Transmitted



Your filing has been electronically received. Upon review of the filing for conformance with the Commission's filing requirements, a notice will be issued acknowledging such compliance and assigning a Docket Number. The matter will receive the attention of the Commission and you will be advised if any further action is required on your part.

Print this page for your records. The date filed on will be the current day if the filing occurs on a business day before or at 4:30 PM Harrisburg, PA time. It will be the next business day if the filing occurs after 4:30 PM Harrisburg, PA time or on weekends or holidays.

If your filing exceeds 250 pages, you are required to submit one paper copy of the filing within 3 business days of submitting the electronic filing. This paper copy can be mailed to: Secretary, Pennsylvania Public Utility Commission, Commonwealth Keystone Building, 400 North Street, 2nd Floor, Harrisburg, PA 17120 . Please print a copy of this page and attach it to the paper copy of your filing as the first page.

eFiling Confirmation	
Docket Number:	F-2017-2592410
Description:	Richard Dina v. PECO Energy Company Answer to Formal Complaint
Transmission Date:	3/9/2017 2:28:32 PM
Filed On:	3/9/2017 2:28:32 PM
eFiling Confirmation Number:	1668851

Uploaded File List

File Name	Document Class	Document Type
Richard Dina - Answer.pdf	Communication	Answer to Formal Complaint



An Exelon Company

Legal Department
2301 Market Street / S23-1
Philadelphia, PA 19101-8699

Direct Dial: 215-841-6841

March 9, 2017

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

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Shawane Lee
Counsel for PECO Energy Company

SL/ab
Enclosure

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PENNSYLVANIA PUBLIC UTILITY COMMISSION**

RICHARD DINA	:	
Complainant	:	
v.	:	DOCKET NO. F-2017-2592410
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PECO ENERGY COMPANY	:	
Respondent	:	

**ANSWER OF RESPONDENT,
PECO ENERGY COMPANY**

On March 8, 2017, PECO Energy Company ("PECO Energy") was served with a formal complaint filed by Richard Dina (hereafter "Complainant"). Pursuant to 52 Pa. Code § 5.61, PECO Energy responds to the Complaint and states:

1. Admitted
2. Admitted.
3. Admitted.
4. Denied. Unless specifically admitted herein, PECO Energy denies all material allegations of fact and conclusions of law in the complaint. In his Complaint, the Complainant states that his tenants moved into his rental property 633 Andrews Avenue, 1st Floor, Collingdale, PA. The Complainant states that he informed his tenants that the basement light, hall light and sump pump were connected to their first floor meter; however, in exchange, he would allow them to store their property in the basement for no additional rent. The Complainant states that he was in the process of evicting his tenants for non-payment of rent. The Complainant states that his tenants filed a complaint saying their electric bills were high to stop service termination. The Complainant states that PECO visited his rental property on August 9, 2016, and the company found the hallway light, basement light and sump pump

connected to his tenant's meter. The Complainant states that PECO transferred his tenant's balance in the amount of \$1,718.14 to him. The Complainant states that he corrected the foreign wiring condition. The Complainant states that the bills for the lights and sump pump are approximately \$15 per month. The Complainant states that he agrees to pay his share but does not agree to pay his tenant's entire electric bill.

PECO Energy's records reveal that the Complainant owns the property located at 633 Andrews Avenue, 1st Floor, Collingdale, PA. The Complainant has a tenant, Tamyrah Gardner, who established service at the premises on July 6, 2015. See Account Activity Statement, attached hereto as Exhibit "1". On August 4, 2016, Ms. Gardner complained of high bills at her residence. Accordingly, on August 9, 2016, a PECO Energy technician visited the property and found foreign wiring. Specifically, the technician found the common area hallway, basement outlets, and sump pump were connected to Ms. Gardner's meter.

On August 12, 2016, PECO connected service in the Complainant's name effective August 9, 2016, and a new account established under account number 96072-01060. See Account Activity Statement, attached hereto as Exhibit "2". PECO sent correspondence to the Complainant on August 10, 2016, advising that foreign wiring had been found. See Correspondence dated 8/10/16, attached hereto as Exhibit "3". Ms. Gardner's balance in the amount of \$1,718.14 was transferred into the Complainant's name under account number 96072-01060. See Exhibit "2". On September 1, 2016, PECO sent a Utility Company Report to Ms. Gardner advising her that foreign wiring had been found and her account was transferred to her landlord's name effective August 9, 2016. See Correspondence dated 9/1/16, attached hereto as Exhibit "4". On October 3, 2016, PECO's high bill field technician went to the property and verified that foreign wiring repairs had been completed.

On October 19, 2016, the Complainant filed an informal complaint with the Bureau of Consumer Services ("BCS") at case number 003486291, complaining that the company had transferred his tenant's unpaid balance to his account because foreign wiring was found. The Complainant stated that he wants to pay for the hall and outside lights found with the foreign wiring, but not the tenant's charges. See Case Details Report #003486291, attached hereto as Exhibit "5". On January 24, 2017, the BCS issued a Decision Report, closing the Complainant's case as follows:

THE COMPANY CONFIRMED FOREIGN LOAD AT THE PROPERTY. THEREFORE, THE SERVICE AND TENANT'S BALANCE WAS TRANSFERRED TO THE OWNER OF THE PROPERTY PER 1529.1.

See BCS Decision Report #003486291 attached hereto as Exhibit "6".

PECO Energy avers that the company properly determined there was a foreign load condition at the Complainant's rental property and transferred the service and charges into the Complainant's name consistent with 66 Pa. C.S. §§ 1529.1(a), (c); and Ace Check Cashing Inc. v. Phila. Gas Works, Final Order, (May 21, 2010). 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.

5. Denied.
6. Admitted.
7. Admitted.

WHEREFORE, PECO Energy Company respectfully requests that your Honorable Commission dismiss the instant 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**

RICHARD DINA

Complainant

v.

PECO ENERGY COMPANY

Respondent

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:
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:
:
:
:

DOCKET NO. F-2017-2592410

VERIFICATION

I, Shawane 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: March 9, 2017

Shawane L. Lee

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

RICHARD DINA

Complainant

v.

PECO ENERGY COMPANY

Respondent

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:
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DOCKET NO. F-2017-2592410

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:

Richard Dina
231 Hastings Boulevard
Broomall, PA 19008

Dated at Philadelphia, Pennsylvania, March 9, 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

EXHIBIT "1"

TENANT

Account Number: 9607201031

Account Name: TAMYRAH GARDNER

Account Status: FINAL

Service Address:

633 ANDREWS AV 1ST FL
COLLINGDALE, PA 19023

Mail To:

TAMYRAH GARDNER
633 ANDREWS AVE FL 1
COLLINGDALE, PA 19023

Current Bill: \$148.09
Billed Prior: \$1,593.77
Balance Due: \$0.00

Account Balance: \$0.00

Credit Amount: \$0.00
Deposit Requested: \$0.00
Deposit On-Hand: \$0.00
CAP Pre-program Arrears: \$0.00
Payment Agreement Balance: \$0.00

Rates:
XCAP OPT C ELECTRIC RESIDENTIAL HEATING SVC

Account Transaction Activity

Transaction Dt	Product Type	Credit Source	Billing Period	Read	Reading Type	Meter Equip. Cl	FWH	CCF	Transaction Amount	Balance Forward	Current Charges	Arre Due	Bill Due Dt	Fiscal Balance	Heating Degree Days	Unpaid Arre
07/15/2015	CONNECTION CHARGE - STANDARD								\$6.00							
07/15/2015	ELECTRIC SERVICE		07/06/2015 - 07/15/2015	22837	ACTUAL	11538715	155		\$6.35	\$0.00	\$12.35	\$12.35	08/05/2015	\$12.35		\$0.00
09/10/2015	ELECTRIC SERVICE	PAYMENT							-\$12.35							
09/10/2015	ELECTRIC SERVICE		07/15/2015 - 09/10/2015	24329	ACTUAL	11538715	1492		\$187.27	\$0.00	\$187.27	\$187.27	09/01/2015	\$187.27		\$0.00
09/09/2015	LATE PAYMENT CHARGE								\$2.00							
09/09/2015	ELECTRIC SERVICE		09/10/2015 - 09/09/2015	25948	ACTUAL	11508715	1619		\$158.72	\$1,250.42	\$159.72	\$1,409.14	10/01/2015	\$1,409.14		\$0.00
10/03/2015	LATE PAYMENT CHARGE								\$20.57							
10/03/2015	ELECTRIC SERVICE		09/03/2015 - 10/03/2015	27197	ACTUAL	11508715	1369		\$100.22	\$1,429.71	\$100.22	\$1,529.93	10/30/2015	\$1,529.93		\$0.00
10/19/2015		PAYMENT							-\$100.22							
10/19/2015		PAYMENT AGREEMENT							-\$185.27							
10/29/2015		PAYMENT							-\$1,304.66							
11/06/2015	DEFERRED PAYMENT AGREEMENT								-\$23.34							
11/06/2015	ELECTRIC SERVICE		10/05/2015 - 11/05/2015	28338	ACTUAL	11508715	1333		\$23.34							
11/23/2015	LINKUP PAYMENT								\$45.43	\$0.00	\$46.00	\$46.00	11/30/2015	\$46.00	189	\$0.00
12/07/2015		PAYMENT							-\$29.00							
12/09/2015	DEFERRED PAYMENT AGREEMENT								-\$45.43							
12/09/2015	ELECTRIC SERVICE		11/05/2015 - 12/09/2015	30357	ACTUAL	11508715	1822		\$23.24							
01/12/2016	DEFERRED PAYMENT AGREEMENT								\$35.00	\$0.00	\$0.00	\$0.00	12/31/2015	\$0.00	470	\$0.00
01/12/2016	ELECTRIC SERVICE		12/03/2015 - 01/12/2016	32450	ACTUAL	11538715	2133		\$127.96	\$0.00	\$127.96	\$127.96	02/03/2016	\$127.96	547	\$0.00
02/04/2016	CALL OUT DPA								\$1,324.00							
02/11/2016	ELECTRIC SERVICE		01/12/2016 - 02/11/2016	33084	ACTUAL	11508715	2354		\$192.72	\$1,337.60	\$192.72	\$1,530.32	03/04/2016	\$1,530.32	878	\$0.00
02/12/2016		PAYMENT							-\$20.00							
02/12/2016		PAYMENT AGREEMENT							-\$1,324.00							
03/11/2016	DEFERRED PAYMENT AGREEMENT															
03/11/2016	ELECTRIC SERVICE		02/11/2016 - 03/11/2016	37550	ACTUAL	11508715	2506		\$23.24	\$183.10	\$204.20	\$387.47	04/04/2016	\$387.47	695	\$0.00
04/11/2016	DEFERRED PAYMENT AGREEMENT								\$1,278.40							
04/11/2016	ELECTRIC SERVICE		03/11/2016 - 04/11/2016	39657	ACTUAL	11508715	2137		\$23.24	\$183.47	\$156.71	\$343.18	05/03/2016	\$343.18	499	\$0.00
04/27/2016		PAYMENT							-\$183.47							
04/27/2016		PAYMENT AGREEMENT							-\$1,278.40							
05/10/2016	LATE PAYMENT CHARGE								\$2.00							
05/10/2016	DEFERRED PAYMENT AGREEMENT								\$2.00							
05/10/2016	ELECTRIC SERVICE		04/11/2016 - 05/10/2016	41871	ACTUAL	11508715	2184		\$23.24	\$158.71	\$247.97	\$406.15	06/01/2016	\$406.15	232	\$0.00
05/05/2016	CALL OUT DPA								-\$157.00							
05/07/2016	LATE PAYMENT CHARGE								\$1,255.22							
05/09/2016	ELECTRIC SERVICE		05/10/2016 - 05/09/2016	43017	ACTUAL	11508715	1616		\$21.93	\$142.51	\$142.51	\$1,403.35	07/01/2016	\$1,403.35		\$0.00
05/13/2016		PAYMENT							-\$142.51							
05/13/2016		PAYMENT AGREEMENT							-\$249.00							
07/05/2016	LATE PAYMENT CHARGE								\$2.14							

Transaction Dt	Product Type	Credit Source	Billing Period	Read	Reading Type	Meter Equip Cd	IRN	CCF	Transaction Amount	Balance Forward	Current Charges	Am't Due	Bill Due Dt	Total Balance	Reading Regain Days	Budget Bill Deferred Amt
07/11/2016	DEFERRED PAYMENT AGREEMENT															
07/11/2016	ELECTRIC SERVICE		06/09/2016 - 07/11/2016	45254	ACTUAL	115338713	1777		\$23.20							
08/09/2016	CALL OUT SPA								\$176.05	\$165.60	\$200.19	\$365.79	08/02/2016	\$365.79		
08/09/2016	ELECTRIC SERVICE		07/11/2016 - 08/09/2016	40979	ACTUAL	115338713	1735		\$1,291.55							\$0.00
08/09/2016	ELECTRIC SERVICE		08/09/2016 - 08/09/2016	45979	ACTUAL	115338713	0		\$168.05	\$1,996.77	\$168.05	\$1,766.85	08/31/2016	\$1,766.85		\$0.00
08/11/2016	ADJUSTMENT LATE CHARGE								\$168.05	\$1,993.77	\$168.05	\$1,765.85	08/31/2016	\$1,765.85		\$0.00
08/11/2016	CANCELLED								-\$1,718.14							\$0.00
									-\$48.72							

EXHIBIT "2"

Account Number: 0607291000
 Account Name: RICH DONA
 Account Status: ACTIVE

Service Address:
 633 ANDREWS AV 1ST FL
 COLLINGDALE, PA 19023

Mail To:
 RICH DONA
 291 HASTINGS BLVD
 BROOMALL, PA 19003

Current Bill: \$15.03
 Billing Prior: \$2,117.79
 Balance Due: \$2,132.76

Account Balance: \$2,132.76

Credit Amount: \$0.00
 Deposit Requested: \$0.00
 Deposit On-Hand: \$0.00
 CAP Pre-program Arrears: \$0.00
 Payment Agreement Balance: \$0.00

Rate:
 ELECTRIC RESIDENTIAL HEATING SERVICE

Account Transaction Activity

Transaction Dt	Product Type	Credit Source	Billing Period	Read	Reading Type	Meter Equip Cd	EMH	EW	OCF	Transaction Amount	Balance Forward	Current Charges	Am't Due	Bill Due Dt	Total Balance	Heating Degree Days
03/11/2016	ELECTRIC SERVICE CORRECTION CHARGE - STANDARD									\$1,725.30						
09/08/2016	ELECTRIC SERVICE									\$6.00						
09/19/2016	LATE PAYMENT CHARGE		09/09/2016 - 09/08/2016	42548	ACTUAL	115330713	15C3	0		\$287.22	\$1,794.34	\$287.22	\$1,051.36	09/30/2016	\$1,981.56	
10/05/2016	LATE PAYMENT CHARGE									\$25.77						
10/07/2016	ELECTRIC SERVICE									\$19.68						
11/07/2016	ELECTRIC SERVICE		09/09/2016 - 10/07/2016	49209	ACTUAL	115330713	CS1	0		\$101.11	\$1,015.41	\$101.11	\$2,116.52	11/01/2016	\$2,116.52	
11/29/2016	ELECTRIC SERVICE	PAYMENT	10/07/2016 - 11/07/2016	49316	ACTUAL	115330713	107	0		\$22.10	\$2,137.52	\$22.10	\$2,138.62	11/29/2016	\$2,138.62	192
12/02/2016	ELECTRIC SERVICE		11/07/2016 - 12/02/2016	49390	ACTUAL	115330713	73	0		-\$22.20	\$2,115.32					
01/11/2017	ELECTRIC SERVICE		12/02/2016 - 01/11/2017	49453	ACTUAL	115330713	63	0		\$17.70	\$2,133.02	\$17.70	\$2,150.72	12/30/2016	\$2,150.72	528
02/10/2017	ELECTRIC SERVICE	PAYMENT								\$16.20	\$2,149.22	\$16.20	\$2,165.42	02/02/2017	\$2,165.42	895
Feb 2017	End of Month Balance		01/11/2017 - 02/10/2017	49506	ACTUAL	115330713	53	0		-\$17.20	\$2,132.02					
03/03/2017	ELECTRIC SERVICE	PAYMENT								\$15.03	\$2,147.05	\$15.03	\$2,162.08	03/06/2017	\$2,162.08	713
										-\$15.03						

EXHIBIT "3"

August 10, 2016

Richard Dina
231 Hastings Blvd
Droomail, Pa 19009

Regarding: 633 Andrews Ave
1st Fl
Collingdale, Pa 19023

Dear Mr. Dina:

On 8-9-16 a PECO field technician visited the above referenced property in response to a high bill complaint. The technician found common areas (hallway & basement) are connected to 1st floor meter including sump pump and outlets in basement. 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 215-841-8594.

Cordially,

Dave Voigtsberger
Customer Field Operations

EXHIBIT "4"



UTILITY COMPANY REPORT
Reporte De La Compania Utilidades

Date: 8/1/16	Prepared By: CHRISTOPHER KARPUK
-----------------	------------------------------------

Name: TAMYRAH GARDNER
Service Address: 633 ANDREWS AVE, 1ST FL COLLINGDALE PA 19023
Post Office: COLLINGDALE PA 19023
Account Number: 66072-01031

Phone Home: (215) 634-1707	Phone Work:
Mailing Address: 633 ANDREWS AVE, 1ST FL COLLINGDALE PA 19023	

Problem As You Described It

On 8/4/16 you contacted our office regarding your PECO bill.

Our Response

On 8/8/16 a PECO field technician visited the above property in response to a high bill complaint. The technician found all common areas (hallways and basement - including the sump pump and basement outlets) are connected to your meter #119838713. This is known as foreign wiring.

When PECO identifies foreign wiring, Pennsylvania State Law requires the electric service be transferred into the name of the landlord, until the wiring is properly corrected. (Per Section 1528.1(b) of the Pennsylvania Public Utility Code, 68 Pa. C.S. 1528.1) Please be advised that the electric for the account in question was transferred into your landlord's name effective 8/11/16.

The balance on your account is \$0.00 as of 9/1/16. The amount due by 9/18/16 to avoid delinquency is \$0.00.

The investigation is being closed at this time. If you have any further questions, or need payment arrangements please call our Financial Care Center at 1-888-480-1533.

Cordially,
Christopher Karpuk
High Bill Field

UTILITY COMPANY REPORT

To file a Complaint

If you do not agree with this report you may file a Complaint with the Public Utility Commission (PUC). You may file a complaint by calling the PUC at 1-800-692-7380 or by writing to the following address:

Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg PA 17105-3265
Attention: Service Termination Mediation Unit

To protect your rights your complaint should be filed within 10 days of the date on this report and should include the following information:

1. Your name.
2. Your address.
3. The address where this service is being used.
4. Your account number.
5. Our name, PECO Energy Company.
6. A brief statement of the problem.
7. Whether a Complaint about this problem was filed with the PUC before.
8. Whether the problem was investigated and reported by us on or before the shut-off date, if any.
9. How you would like the problem to be solved.

If you file a complaint and do the things the PUC tells you to do, we will not shut off your service while they are handling your complaint.

PECO ENERGY COMPANY

If you need to talk to us, please call 1-800-494-4000, between 7:00 a.m. and 6:00 p.m., Monday through Friday, and between 9:00 a.m. and 1:00 p.m. on Saturday.

PECO Energy Company's Business Office hours are Monday through Friday, from 8:30 a.m. to 5:00 p.m. Our Business Office is located at:

2301 Market Street, Philadelphia, PA 19101

EXHIBIT "5"

March 9, 2017

Case Details Report

BCS Case #: 003486291
Customer Name: RICHARD DINA
Service Address: 633 ANDREWS AVE
1ST FL
COLLINGDALE, PA 19023
Mailing Address: 231 HASTINGS BLVD
BROOMALL, PA 19008

Home Phone: () -
Business Phone: (610) 359-0121
Business name: SM
Alternate contact:

Date Case Opened: 2016-10-19
PAR Case: N
Investigator Name: BCS CASE POOL
Investigator Phone: (717) 787-0000
Service class: R
Previous case #:

Date Cut Out: 9999-12-31
Universal Service: N
Contact Type: TELEPHONE
Amount in Arrears: \$0.00

Adults: 0
Children: 0
Children Ages:
Gross Income: \$0.00
Miscellaneous Info:

Complaint Reason:
BILLING DISPUTES (# 18)

Customer Problem Description:
CUSTOMER IS DISPUTING THAT THE CO HAS ATTACHED THE UNPAID TENANTS BILL AND ALSO CHARGES FROM A FOREIGN LOAD THAT CO FOUND. CUSTOMER CORRECTED THE PROBLEM AND FEELS HE SHOULD NOT BE STUCK WITH TENANTS UNPAID CHARGES AND WILL PAY HIS FAIR SHARE. THE CO SENT BILL IN AMOUNT OF 2100.00. CUSTOMER WANTS TO PAY FOR CHARGES FOR THE HALL AND OUTSIDE LIGHT FOUND WITH THE FOREIGN LOAD, BUT NOT THE TENANT'S CHARGES. CUSTOMER WANTS THE CHARGES REDUCED. THE CELL PHONE NUMBER (610) 804 - 7988 HAS BEEN ALLOWED TO BE SHARED.

Exelon.

March 9, 2017

Company Position:

LCC, LAST MONTH, CO SENT LETTER THAT CUSTOMER IS RESPONSIBLE FOR THE FOREIGN WIRING AND UNPAID TENANT'S BILL. CO WANTS 2100.00

EXHIBIT "6"



March 9, 2017

BCS Decision Report

BCS Case #: 003486291 **Open Date:** 2016-10-19
Customer Name: RICHARD DINA
Service Address: 633 ANDREWS AVE
1ST FL
COLLINGDALE, PA 19023
BCS Bill Account #: 9607201060 **Previous Case #:**
Violation Type: NO **Chapter Type:**
Decision Type: W **Section / Rule:**
Investigator Name: CLARK BERNARD

Decision Issued Date: 2017-01-24
Case Closed Date: 2017-01-24

Letter Description:
BLANK LETTER - DECISION

Total Balance:	\$2138.62	Balance Date:	2016-11-17
Amount to Restore Service:	\$0.00	Amount to Continue Service:	\$0.00
Date Payment Due:		Regular Budget Amount:	\$0.00
Special Budget Payment:	\$0.00	Final Bill Monthly Payment:	\$0.00
Plus Arrears Payment:	\$0.00	End of Month Payment:	\$0.00
Current Monthly Payment:	\$0.00		
Payment Terms:			

PAR Description:

Resolution Description:
CASE DISMISSED. THE COMPANY CONFIRMED FOREIGN LOAD AT THE PROPERTY. THEREFORE, THE SERVICE AND TENANT???'S BALANCE WAS TRANSFERRED TO THE OWNER OF THE PROPERTY PER 1529.1.