

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Robert Watson	:	
	:	
v.	:	C-2016-2526096
	:	
Philadelphia Gas Works	:	

INITIAL DECISION

Before
Steven K. Haas
Administrative Law Judge

INTRODUCTION

A Complainant filed a formal complaint against the Respondent wherein he challenged responsibility for the payment of charges that accrued on his father's former account after the time the account was switched out of his father's name and into the name of a third party. The Complainant alleges that the utility did not have proper authorization from either he or his father to switch the service out of the father's name. The complaint is dismissed to the extent the Complainant is seeking a refund of the disputed charges from the Respondent. The complaint is sustained, however, to the extent the Complainant is alleging unreasonable service by the Respondent by not obtaining proper authorization to switch the service out of the customer's name and into the name of a third party. A civil penalty in the amount of \$250.00 is ordered.

HISTORY OF THE PROCEEDING

On January 27, 2016, the Complainant, Robert Watson, (Complainant or Mr. Watson) filed a formal complaint against Philadelphia Gas Works (PGW or Respondent). In

his complaint, Mr. Watson alleged that natural gas service to his late father's house was improperly switched by PGW into the name of Shakia Watson after his father moved out of the house. The Complainant alleged that Shakia Watson did not have permission to occupy the house and neither the Complainant nor his father authorized the switch. He further alleged that the outstanding balance of \$6,094.99 was paid following the disconnection of service and issuance of a final bill after his father's death. Mr. Watson also stated that liens totaling \$6,094.99 were placed on the property. By way of relief, Mr. Watson requested that the \$6,094.99 ultimately paid by the estate be refunded.

PGW filed an answer and preliminary objections (POs) to the complaint on February 16, 2016. In its answer, PGW denied that the final bill issued after the death of Mr. Watson's father was paid. It admitted that municipal liens totaling \$6,094.99 were filed against the property at issue. PGW averred that the father's granddaughter, Shakia, came to a PGW office and presented a lease and power of attorney form that PGW accepted in order to have service to the property transferred to her name. PGW admitted that it received payment from Noble Abstract Company in the amount of \$6,094.99 in November of 2015 and that all liens on the property were marked as satisfied. In its POs, PGW argued that the complaint should be dismissed because the Commission does not have jurisdiction over disputes involving municipal liens.

By order dated April 29, 2016, PGW's POs were sustained in part and denied in part. They were sustained to the extent the Complainant was challenging the legality of the municipal lien as being outside of the Commission's jurisdiction. The POs were denied, however, to the extent the Complainant was challenging the transfer, by PGW, of service from the Complainant's father's name into the name of Shakia Watson. This issue was permitted to proceed to hearing.

By hearing notice dated June 15, 2016, a telephonic hearing was scheduled for Friday, July 29, 2016, at 10:00 a.m. The hearing was held as scheduled. The Complainant and his wife, Tina Watson, testified on behalf of themselves. PGW presented the testimony of one witness who sponsored three exhibits, all of which were admitted into the record. The record

closed on October 21, 2016, upon my receipt of the hearing transcript, and consists of a 51 page transcript and three exhibits.

FINDINGS OF FACT

1. The Complainant in this proceeding is Robert Watson.
2. The address of the property at issue in this proceeding is 1745 N. Peach Street, Philadelphia, PA. (Tr. p. 27).
3. The owner of the property at issue in this proceeding was Elijah Watson, the Complainant's father. (Tr. p. 8).
4. Robert Watson was the administrator of his father's estate. (Tr. pp. 7-8).
5. Tina Watson is the Complainant's wife. (Tr. p. 7).
6. Jessica Glace is a Customer Review Officer with PGW and testified on behalf of the Respondent. (Tr. p. 28).
7. PGW Exhibit No. 1 is a record of contacts between PGW and the Complainant related to the service provided to the property. (Tr. p. 26).
8. PGW Exhibit No. 2 is an account statement for the service provided to the property that contains consumption, billing and payment information from January 2012 through November 2015. (Tr. p. 26).
9. PGW Exhibit No. 3 contains copies of correspondence between PGW and Elijah Watson related to municipal liens filed against the property by the City of Philadelphia. (Tr. p. 27).

10. Natural gas service to the property was established in the name of Elijah Watson on March 21, 1968. (Tr. p. 30).

11. On February 6, 2012, the Complainant and his wife moved Elijah Watson out of the property and into the Sanders House facility due to health issues. (Tr. p. 8-9).

12. It was the Complainant's intention to move Elijah Watson back into the property when his health condition improved sufficiently. (Tr. p. 8).

13. The Complainant did not contact PGW to terminate service to the property after Elijah Watson moved out on February 6, 2012. (Tr. p. 8, 14, 19, 22).

14. The Complainant continued to pay his father's PGW bills after his father moved out until May of 2012, in the hope that Elijah would return to the property. (Tr. p. 8).

15. Elijah Watson remained in the Sanders House facility until his death on December 13, 2013. (Tr. p. 8).

16. The Complainant stopped paying his father's PGW bills after May of 2012, when he realized his father would not be leaving the Sanders House. (Tr. p. 8, 15; PGW Ex. No. 2).

17. The Complainant did not contact PGW to terminate service to the property after he stopped paying the bills in May of 2012. (Tr. p. 15).

18. The last payment made by the Complainant on the account was received by PGW on May 16, 2012, in the amount of \$103.00. (Tr. p. 30; PGW Ex. No. 2).

19. Natural gas service remained on at the property and in the name of Elijah Watson until July 15, 2013. (Tr. p. 30).

20. In June of 2013, a woman who identified herself as Shakia Watson came to a PGW office and informed PGW that she was Elijah's granddaughter and was living with him and requested that the account be switched to her name. (Tr. pp. 31-32; PGW Ex. 1).

21. Shakia Watson was unable to verify the last four numbers of Elijah Watson's social security number when she first contacted PGW in June of 2013. (PGW Ex. 1).

22. Shakia Watson was informed by PGW that she needed to bring a lease agreement or power of attorney form in order to get service in her name. (Tr. pp. 31-32; PGW Ex. 1).

23. On July 3, 2013, Shakia Watson appeared at a PGW office and presented a lease that had been signed by Vanessa Watson. (Tr. p. 9-10, 32, 34; PGW Ex. 1).

24. Vanessa Watson is Elijah Watson's stepdaughter. (Tr. p. 10).

25. Vanessa Watson is Shakia Watson's mother. (Tr. p. 10).

26. Neither Vanessa Watson nor Shakia Watson are blood relatives of Elijah Watson. (Tr. p 10).

27. At the time Shakia Watson requested that service be put in her name, the owner of the property and PGW's customer of record was still Elijah Watson. (Tr. 30, 33, 36; PGW Ex. 2).

28. When Shakia Watson presented a lease to PGW, she was informed by the company that she needed to present a power of attorney form in order to have service placed in her name. (Tr. p. 32; PGW Ex. 1).

29. On July 15, 2013, Shakia Watson appeared at a PGW office with a power of attorney form signed by Vanessa Watson. (Tr. pp. 33-34).

30. Neither the lease nor the power of attorney forms presented to PGW by Shakia Watson were executed by Elijah Watson. (Tr. p. 34).

31. PGW switched service from Elijah Watson to Shakia Watson on July 15, 2013, based on the lease and power of attorney forms. (Tr. p. 34).

32. At the time service was switched into the name of Shakia Watson, there was an outstanding balance on Elijah Watson's account in the amount of \$3,465.28. (Tr. p. 34).

33. When service was switched into Shakia Watson's name, she was informed by PGW that she would have to assume the previous outstanding balance of \$3,465.28. (Tr. p. 34).

34. Service at Elijah Watson's house remained in the name of Shakia Watson until it was terminated on July 17, 2014. (Tr. p. 38).

35. During the time the service was in the name of Shakia Watson, additional charges totaling \$2,629.71 accumulated on the account. (Tr. p. 31).

36. The total balance on the account at the time service was terminated on July 17, 2014 was \$6,094.99.

37. PGW did not verify that Shakia Watson was actually Elijah Watson's granddaughter or that she actually lived with him when she requested that service be switched into her name in June of 2013. (Tr. p. 41).

38. Elijah Watson never contacted PGW to indicate that Shakia Watson had permission or was authorized to reside in the property. (Tr. p. 9, 10, 11, 12, 44).

39. Following the termination of the account, the entire balance of \$6,094.99 was written off of the PGW account and a municipal lien was filed against the property for this amount. (Tr. pp. 38-39; PGW Ex. 3).

40. The entire lien balance was paid in full on November 10, 2015, upon the sale of the property. (Tr. p. 39).

41. The Complainant never contacted PGW to request that service be terminated after Elijah Watson moved out of the property. (Tr. pp. 12, 14, 19, 22, 30, 35).

42. PGW continued to send bills to the property every month after Elijah Watson moved out of the property in February of 2012. (Tr. pp. 37, 38).

43. After Elijah Watson moved out of the property, the Complainant did not return to the property periodically to inspect the house or to check for mail. (Tr. p. 16, 17).

44. On one occasion when the Complainant did visit the house, he noticed that the back door was off. (Tr. p. 22).

45. During that visit, the Complainant went inside and noticed there was feces in the bathtub and sink. (Tr. p. 22).

46. Upon this discovery, the Complainant put the door back on and left the house. (Tr. pp. 21-22).

47. After this visit, the Complainant did not return to the property to further inspect the property or investigate whether anyone was living there. (Tr. p. 22).

48. The Complainant first became aware that, in fact, someone had been living in the property and using natural gas service after Elijah Watson moved out of the house when he received a lien notice. (Tr. p. 17).

49. The Complainant made no attempt to remove Shakia Watson from the property during the time she was there because he was unaware that she had moved in. (Tr. p. 11, 16).

50. The Complainant accepts responsibility for the balance of \$3,465.28 that accrued on the account up to the time the account was switched to Shakia Watson in July of 2013, since he admittedly never called PGW to terminate service after Elijah Watson moved out. (Tr. p. 47).

DISCUSSION

The party seeking affirmative relief from the Commission bears the burden of proof. 66 Pa.C.S. § 332(a). As a matter of law, a Complainant must show that the named utility is responsible or accountable for the problem described in the Complaint in order to prevail. *Patterson v. Bell Tel. Co. of PA*, 72 Pa. PUC 196 (1990); *Feinstein v. Phila. Suburban Water Co.*, 50 Pa. PUC 300 (1976). This must be shown by a preponderance of the evidence. *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600 (1990), *alloc, denied*, 602 A.2d 863 (1992). A preponderance of evidence is that which is more convincing, by even the smallest amount, than that presented by the other party. *Se-Ling Hosiery v. Margulies*, 364 Pa. 45, 70 A.2d 854, 1950 Pa. LEXIS 316 (1950).

Additionally, any finding of fact necessary to support the Commission's adjudication must be based upon substantial evidence. *Mill v. Pa. Pub. Util. Comm'n*, 447 A.2d 1100 (Pa.Cmwlth. 1982); *Edan Transportation Corp. v. Pa. Pub. Util. Comm'n*, 623 A.2d 6 (Pa.Cmwlth. 1993); 2 Pa.C.S. § 704. More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Norfolk and Western Ry. v. Pa. Pub. Util. Comm'n*, 489 Pa. 109, 413 A.2d 1037 (1980); *Erie Resistor Corp. v. Unemployment Compensation Bd. Of Review*, 166 A.2d 96 (Pa.Super. 1960); *Murphy v. Dep't. of Public Welfare, White Haven Center*, 480 A.2d 382 (Pa.Cmwlth. 1984).

The offense must be a violation of the Public Utility Code, the Commission's regulations, or an outstanding order of the Commission. 66 Pa.C.S. § 701.

Here, the Complainant moved his father out of the property in February of 2012 due to health issues. The Complainant alleges that PGW switched service to the property from Elijah Watson to Shakia Watson in July of 2013, without having received permission or authorization from either the Complainant or Elijah Watson, who was the property owner and PGW's customer of record at the time of the switch. The Complainant argues that Elijah Watson's estate should not be responsible for any charges that accrued on the account after July of 2013. The Complainant accepts responsibility for the charges that accrued on the account up to July of 2013, since he admittedly did not contact PGW to request that service be terminated after his father moved out.

I will first review the relevant record evidence on this issue. Both the Complainant and his wife testified at the hearing. Tina Watson testified that Shakia Watson is not a blood relative of Elijah Watson. Shakia's mother, Vanessa, was Elijah Watson's step daughter. (Tr. p. 10). The Complainant testified that he had not seen Vanessa in years. (Tr. p. 23). Tina testified that she and the Complainant first learned that there was someone in the house using natural gas service when they received a lien notification after Elijah Watson died. (Tr. p. 17). She stated that Shakia never had permission or authorization to live in Elijah Watson's home. (Tr. pp. 11).

PGW's witness Jessica Glace acknowledged that PGW never received permission or documentation from either Elijah Watson or the Complainant authorizing Shakia to live in the property. (Tr. p. 44). Ms. Glace testified that Shakia first came to a PGW office on June 24, 2013 claiming to be Elijah Watson's granddaughter and that she was living with him. (Tr. p. 32). She was told by PGW that she needed to present PGW with either a lease or power of attorney form in order to have service transferred into her name. (Tr. p. 32). Ms. Glace testified that Shakia returned to PGW on July 3, 2013 with a lease agreement between herself and Vanessa Watson. (Tr. pp. 32, 34, 44). Shakia returned again on July 15, 2013 and presented PGW with a power of attorney form, also between Shakia and Vanessa. (Tr. pp. 33-34). Ms.

Glance stated that upon receipt of the power of attorney form, PGW switched service to the property from Elijah Watson to Shakia Watson. (Tr. p. 34). PGW informed Shakia at that time that the outstanding balance on the account at the time of the transfer would be included on Shakia's account. (Tr. p. 32-33). The balance at that time was \$3,465.28. (Tr. p. 33). Ms. Glance testified that PGW's customer of record for the property during the time Shakia was attempting to transfer the service to her name was Elijah Watson. (Tr. p. 42).

I will now address the issue of whether it was proper for PGW to switch the service from Elijah Watson to Shakia Watson based on the documentation provided by her.

The statute at 66 Pa. C.S. §1501 governs any allegations of unreasonable service and provides in part:

§ 1501 Character of service and facilities

Every public utility shall furnish and maintain adequate, efficient, safe, and reasonable service and facilities, and shall make all such repairs, changes, alterations, substitutions, extensions and improvements in or to such service and facilities as shall be necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the public...

The definition of service is broad. The definition of service at 66 Pa. C.S. §102 states in part as follows:

“Service.” Used in its broadest and most inclusive sense, includes any and all acts done, rendered or performed, and any and all things furnished or supplied, and any and all facilities used, furnished or supplied by public utilities, or contract carriers by motor vehicle, in the performance of their duties under this part to their patrons, employees, other public utilities, and the public...

As noted, the Complainant argues that PGW should not have switched the service from Elijah Watson to Shakia Watson in July of 2013. I agree. Both the Complainant and Tina Watson testified credibly that neither they nor Elijah Watson ever authorized or gave permission

for Shakia to live in the property or for the service to be switched into her name by PGW. They argue, therefore, that Elijah Watson's estate should not be responsible for any charges incurred at the property after the switch.

At the time Shakia requested that service be put in her name, the owner of the property and PGW's customer of record for service to the property was still Elijah Watson. (Tr. 30, 33, 36; PGW Ex. 2). The record evidence shows that Elijah Watson never contacted PGW to state that Shakia had permission or was authorized to live at the property. (Tr. p. 9, 10, 11, 12, 44). Further, PGW acknowledged that it did not verify that Shakia was actually Elijah Watson's granddaughter or that she lived with him when she requested that service be switched into her name. (Tr. p. 41). When asked to provide a lease and a power of attorney to show that she was authorized to live at the property and to have service switched into her name, Shakia presented documents executed by Vanessa Watson, not Elijah Watson. (Tr. pp. 33, 34). PGW switched service into Shakia's name based on the lease and power of attorney forms presented by Shakia. (Tr. p. 34).

I agree that, under the facts describe above, PGW should not have switched service into the name of Shakia Watson. As noted, the owner of the property to which PGW provided service, and PGW's customer of record for that service at the time of the switch in July of 2013, was Elijah Watson. Shakia presented a lease agreement and a power of attorney form to PGW to support her request that PGW switch service into her name. Both forms were executed by Vanessa Watson. Neither form was executed by Elijah Watson. There was nothing in PGW's records showing a connection between the property and either Vanessa Watson or Shakia Watson. Upon being presented with documentation purporting to authorize Shakia to reside at the property and for service to be switched into her name, none of which was from the customer of record, I believe that PGW should have investigated further to determine whether Shakia was, in fact, authorized by the property owner and PGW's customer of record to reside at the property and use PGW's service.

My conclusion would likely be different if the lease agreement and power of attorney form had been executed by Elijah Watson. That would have demonstrated that the

property owner and PGW's customer for the property had, in fact, authorized Shakia to reside in the property and use PGW's service. This is likely a much more common scenario with which public utilities are faced when a request to transfer service is received. Here, however, PGW relied on Shakia's verbal representation and two documents, neither of which had been executed by Elijah Watson, as authorization to switch service to Shakia's name. As noted above, neither Elijah Watson nor the Complainant, as Elijah Watson's representative, authorized her to live at the property, nor did they even know she was there. I find that, in a situation such as this, where documentation provided by a prospective customer for a property is not from the property's owner or the utility's current customer of record for the property, the company should investigate further to ensure that, in fact, the prospective customer is authorized by the current account holder to have service established in his/her name at the property. I believe that this will help avoid the very situation that occurred in this case where an unauthorized person was able to incur charges for service to a property in which they were not authorized to reside. I find that this constitutes unreasonable service on the part of PGW.

Having concluded that PGW rendered unreasonable service in switching service from Elijah Watson to Shakia Watson, I believe a civil penalty is appropriate in this case.

The Commission has the power, and the duty, to enforce the requirements of the Public Utility Code. 66 Pa. C.S. §501(a). In order to enforce the Public Utility Code in this case, a civil penalty may be appropriate.

In Joseph A. Rosi v. Bell-Atlantic-Pennsylvania, Inc. and Sprint Communications Company, L.P., Docket No. C-00992409 (Order entered March 16, 2000) (Rosi), the Commission adopted standards to be applied to determine the amount of the civil penalty in slamming cases. The Commission also considered these standards when evaluating settlement agreements in slamming cases. Pennsylvania Public Utility Commission v. PEPCO Energy Services, Docket No. M-00001432 (Order entered November 9, 2000) Subsequently, the Commission determined that all violations of the Public Utility Code and the Commission's regulations would be subject to review under the standards set forth in Rosi. Pennsylvania Pub. Util. Comm'n v. NCIC Operator Serv., Docket No. M-00001440 (Order entered Dec. 21, 2000)

The Commission, at 52 Pa. Code §69.1201 has adopted a policy statement setting forth the standards it will consider in evaluating litigated and settled proceedings involving violations of the Public Utility Code and Commission regulations based in part on the standards in Rosi. The standards in 52 Pa. Code §69.1201(c) are set forth below:

(c) The factors and standards that will be considered by the Commission include the following:

(1) Whether the conduct at issue was of a serious nature. When conduct of a serious nature is involved, such as willful fraud or misrepresentation, the conduct may warrant a higher penalty. When the conduct is less egregious, such as administrative filing or technical errors, it may warrant a lower penalty.

(2) Whether the resulting consequences of the conduct at issue were of a serious nature. When consequences of a serious nature are involved, such as personal injury or property damage, the consequences may warrant a higher penalty.

(3) Whether the conduct at issue was deemed intentional or negligent. This factor may only be considered in evaluating litigated cases. When conduct has been deemed intentional, the conduct may result in a higher penalty.

(4) Whether the regulated entity made efforts to modify internal practices and procedures to address the conduct at issue and prevent similar conduct in the future. These modifications may include activities such as training and improving company techniques and supervision. The amount of time it took the utility to correct the conduct once it was discovered and the involvement of top-level management in correcting the conduct may be considered.

(5) The number of customers affected and the duration of the violation.

(6) The compliance history of the regulated entity which committed the violation. An isolated incident from an otherwise compliant utility may result in a lower penalty, whereas frequent, recurrent violations by a utility may result in a higher penalty.

(7) Whether the regulated entity cooperated with the Commission's investigation. Facts establishing bad faith, active concealment of violations, or attempts to interfere with Commission investigations may result in a higher penalty.

- (8) The amount of the civil penalty or fine necessary to deter future violations. The size of the utility may be considered to determine an appropriate penalty amount.
- (9) Past Commission decisions in similar situations.
- (10) Other relevant factors.

The first factor addresses whether the conduct at issue was of a serious nature, such as willful fraud or misrepresentation. There is no evidence in the record to support a conclusion that PGW's conduct constituted willful fraud or misrepresentation. This factor, therefore, should result in a lower penalty.

The second factor addresses the consequences of the conduct at issue. Since the consequences of the Respondent's conduct do not involve personal injury or property damage, its conduct should result in a lower penalty.

The third factor addresses whether the conduct was negligent or intentional. I cannot conclude from the record evidence that PGW intentionally permitted an unauthorized person to take over the account at issue. Rather, I believe this was a somewhat uncommon situation that PGW's current procedures did not appropriately consider. The Respondent's conduct, therefore, should not result in a higher penalty.

The fourth factor looks at remedial actions taken by the utility. There is no record evidence of remedial action taken by PGW since, as indicated, this was likely an extraordinary situation. There is no evidence indicating whether PGW has faced this precise situation previously. I will not, therefore, use this factor as justification for a higher penalty.

The fifth factor addresses the number of customers affected and the duration of the violation. Only one person was affected. This factor, therefore, should result in a lower penalty.

The sixth standard looks at the compliance history of the regulated entity. Neither party presented any evidence regarding the Respondent's compliance history. I will, therefore, not consider this factor.

The seventh standard asks whether the regulated entity cooperated with the Commission. There was no Commission investigation in this proceeding. I will, therefore, not consider this factor.

The eighth standard requires that the amount of the civil penalty be enough to deter future violations. Given the circumstances of this proceeding, I conclude that a civil penalty of \$250.00 is necessary to bring this situation to PGW's attention and to deter future violations.

The ninth standard looks at past Commission decisions in similar situations. My research has not uncovered any Commission decisions involving similar circumstances.

The tenth standard looks at other relevant factors. I do not find any other relevant factors that Commission should consider in this proceeding.

Based on a review of the standards set forth above, I conclude that a civil penalty in the amount of \$250.00 is appropriate for PGW's violation of 66 Pa. C.S. §1501.

Despite having concluded that PGW rendered unreasonable service and imposing a civil penalty, I will not order a refund of the disputed payment. I find that the Complainants must bear a share of the responsibility for the accrual of unauthorized charges for service to the property after the time service was switched to Shakia's name. The Complainants admitted that they did not terminate service to the property after Elijah Watson moved out in February of 2012. (Tr. p. 8, 14, 19, 22). They kept the service on in the hope that Elijah would return to the property at some point. (Tr. p. 8). However, upon their realization that he would not be returning to the property, the Complainants stopped paying the PGW bills for the property, but still did not contact the company to discontinue service. (Tr. p. 15). Rather, service to the

property continued and monthly bills were issued to Elijah Watson and sent to the property until the service was switched to Shakia in July of 2013. (Tr. p. 30, 37-38).

In addition to the fact that the Complainants did not terminate service to the property, they also acknowledged that they returned to the property only once to check its condition after Elijah Watson moved out. (Tr. 22). The Complainant testified that, after moving Elijah from the property, he locked it. (Tr. p. 21). He testified that he only returned to the property once after Elijah moved out to check on its condition. (Tr. p. 22). He not only found that the back door was off, he also discovered feces in the bathtub and sink. (Tr. p 22). He testified that he was so upset, he just re-attached the door and left. (Tr. p. 21). He stated that was the only time he went to inspect the property. (Tr. p. 22). The Complainants testified that they only recovered mail once from the property, when they went to show the house to a potential purchaser. (Tr. p. 17). When asked if they made any effort to eject squatters, the Complainants stated that they had not because they did not know anyone was there. (Tr. p. 16).

If the Complainants had been more diligent in checking on the property after Elijah Watson moved out, even if for no other reason than to check for incoming mail at the location, they likely would have discovered the presence of Shakia and could have ejected her and stopped the unauthorized usage of service at the property. This is especially the case when, as acknowledged by the Complainant, he did find evidence on the one occasion he was there that someone had been in the house. Instead, they chose to stay away from the property, which resulted in the situation where they were not even aware that Shakia was residing there and using service. I find that the Complainant's lack of diligence was a significant contributing factor in the accumulation of unauthorized charges associated with service to the property, which greatly increased the total value of the lien ultimately placed on the property. Therefore, I will not order a refund of disputed charges in this proceeding.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties to and subject matter of this proceeding. 66 Pa.C.S. § 701.

2. The party seeking affirmative relief from the Commission bears the burden of proof. 66 Pa.C.S. § 332(a).

3. As a matter of law, a complainant must show that the named utility is responsible or accountable for the problem described in the Complaint in order to prevail. *Patterson v. Bell Tel. Co. of PA*, 72 Pa. PUC 196 (1990); *Feinstein v. Phila. Suburban Water Co.*, 50 Pa. PUC 300 (1976).

4. The offense alleged must be a violation of the Public Utility Code, the Commission's regulations, or an outstanding order of the Commission. 66 Pa.C.S. § 701.

5. As the proponent of a Commission order, Complainant has the burden of proof in this case. 66 Pa.C.S.A. § 332(a).

6. Every public utility is required to maintain and furnish to its customers adequate, efficient, safe, and reasonable service and facilities. 66 Pa. C.S. §1501.

7. Philadelphia Gas Works violated 66 Pa. C.S. §1501 by switching service into the name of Shakia Watson without proper authorization.

ORDER

THEREFORE,

IT IS ORDERED:

1. That the complaint of Robert Watson against Philadelphia Gas Works at Docket No. C-2016-2526096 is sustained in part and denied in part.

