

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Beverly Miller	:	
	:	
v.	:	F-2017-2585974
	:	
Philadelphia Gas Works	:	

INITIAL DECISION

Before
David A. Salapa
Administrative Law Judge

INTRODUCTION

A property owner filed a complaint against a natural gas utility alleging that the utility transferred the account for a rental property she owns from the tenant to the property owner after the utility discovered foreign load. This decision denies the complaint because the utility’s investigation of the property revealed that foreign load was present and the utility properly complied with relevant Pennsylvania Public Utility Commission (Commission) statutes, regulations and orders when it transferred the account for the rental property to the property owner once it suspected that foreign load was present.

HISTORY OF THE PROCEEDING

On January 23, 2017, Beverly Miller (Complainant) filed a complaint with the Commission against Philadelphia Gas Works (Respondent). The complaint is a timely appeal of the Commission’s Bureau of Consumer Services (BCS) decision, dated December 2, 2016 at BCS No. 3467391, dismissing the Complainant’s informal complaint.

The complaint concerns a property at 102 W. Manheim Street, Apartment 2, Philadelphia, Pennsylvania, owned by the Complainant. The complaint alleges that the Respondent transferred the account for service to 102 W. Manheim Street, Apartment 2, including an outstanding account balance, from the Complainant's tenant to the Complainant due to foreign load.

The complaint alleges that transferring the outstanding account balance in the amount of \$947.10 is excessive and unreasonable, since the foreign load involved a clothes dryer that was infrequently used by one person. The complaint asserts that the Complainant's tenant did not pay her gas bills or her rent. According to the complaint, the Complainant has paid the outstanding account balance of \$947.10. The complaint requests that the Commission order the Respondent to refund the Complainant's payment and bill the tenant for the amount refunded.

On February 16, 2017, the Respondent filed an answer. The answer admits that the Respondent provides residential gas heat service to 102 W. Manheim Street, Apartment 2. The answer denies that the account balance for 102 W. Manheim Street, Apartment 2 is excessive or unreasonable.

The answer states that on December 21, 2015, the Respondent listed service for 102 W. Manheim Street, Apartment 2 in the name of the Complainant's tenant. The answer alleges that on April 26, 2016, the tenant's spouse contacted the Respondent disputing the bill.

The Respondent attempted to contact the tenant three times to schedule an appointment for a technician to investigate the tenant's billing complaint. On June 1, 2016, the Respondent conducted an investigation and found that the gas dryer used by more than one apartment was connected to the tenant's gas meter.

As a result of its investigation, the Respondent sent a letter to the Complainant indicating that it had discovered foreign load at 102 W. Manheim Street, Apartment 2 and that it was placing the account for the property in the name of the Complainant. The letter also stated that the Respondent was transferring an outstanding balance of \$947.10 to the Complainant's

account. The letter informed the Complainant that the account would remain in her name until the Complainant corrected the foreign load.

The answer alleges that the Respondent acted properly in transferring the account for 102 W. Manheim Street, Apartment 2 to the Complainant. According to the answer, the Public Utility Code and Commission orders require the Respondent to transfer an account from a tenant to a landlord when the Respondent discovers foreign load. The answer requests that the Commission dismiss the complaint.

By notice dated March 16, 2017, the Commission scheduled this matter for a telephonic hearing on April 27, 2017, at 10:00 a.m. and assigned the case to me. I issued a prehearing order dated March 22, 2017, addressing, inter alia, requests for continuance, subpoena procedures, attorney representation and the Commission's policy encouraging settlements.

I conducted the initial telephonic hearing as scheduled on April 27, 2017. The Complainant appeared pro se and presented testimony. Laureto Farinas, Esquire represented the Respondent, which presented one witnesses who sponsored four exhibits that I admitted into the record. The hearing resulted in a transcript of 55 pages. The record closed on May 19, 2017, the date the transcript was filed with the Secretary's Bureau. For the reasons set forth below, I will deny the complaint.

FINDINGS OF FACT

1. The Complainant in this case is Beverly Miller. N.T. 7.
2. The Respondent in this case is Philadelphia Gas Works. N.T. 10.
3. The Complainant owns the property at 102 W. Manheim Street, Apartment 2, Philadelphia. N.T. 8.

4. The property is a three story house that has been converted into three rental units, with one rental unit on each floor. N.T. 8-9.
5. The property had already been converted into rental units when the Complainant purchased the property in the 1980s. N.T. 8-9.
6. Apartment 2 has a gas stove, heater and hot water heater. N.T. 10.
7. Both the tenant of the first and the tenant of the second floor have access to a dryer in a locked laundry room. N.T. 11.
8. The second floor tenant did not pay either her rent or her gas bill. N.T. 17-18.
9. The Complainant evicted the tenant for failure to pay her rent and had no information as to the tenant's current address. N.T. 17-18.
10. The December 2, 2016 decision at BCS No. 3467391, dismissed the Complainant's informal complaint. N.T. 34, PGW Ex. 1.
11. The Respondent established service for Apartment 2 in the name of the tenant on December 21, 2015. N.T. 36, PGW Ex. 2, p. 9.
12. On April 26, 2016, the tenant's spouse contacted the Respondent to dispute the bill for 102 W. Manheim Street, Apartment 2. N.T. 36, PGW Ex. 2, p.8
13. The Respondent scheduled a visit to Apartment 2 on June 1, 2016. N.T. 36, PGW Ex. 2, p. 7.
14. The Respondent discovered foreign load in Apartment 2 on June 1, 2016. N.T. 36, PGW Ex. 2, p. 7.

15. The Respondent discovered foreign load in which a gas dryer in a common area was being supplied through the meter for the second floor apartment. N.T. 36, 42, PGW Ex. 2, p.7, PGW Ex. 4, p.1-2.

16. The Respondent notified the Complainant of the existence of foreign load and that it was placing the account for the second floor apartment in the name of the Complainant. N.T. 36, PGW Ex. 2, p.6.

17. By letter dated June 7, 2016, the Respondent informed the Complainant that it had discovered foreign load for the second floor apartment. N.T. 45, PGW Ex. 4, p. 3-4.

18. The account for the second floor apartment was removed from the name of the tenant and placed in the Complainant's name as of June 1, 2016, the date the Respondent discovered the foreign load. N.T. 45, PGW Ex. 4, p. 3-4.

19. The Respondent transferred the tenant's outstanding account balance of \$947.10 to the Complainant's account on June 7, 2016. N.T. 36-37, 45, PGW Ex.3, PGW Ex. 4, p.3-4.

20. On August 10, 2016, the Respondent's employee visited the property to verify that the Complainant had corrected the foreign load. N.T. 37, 46, PGW Ex. 2, p. 4, PGW Ex. 4, p. 7-8.

21. The Respondent determined that the Complainant had corrected the foreign load concerning the clothes dryer. N.T. 37, 46, PGW Ex. 2, p.4, PGW Ex. 4, p. 7-8.

22. On August 10, 2016, the Respondent discovered foreign load where hot water to a sink in the common area was being supplied through the hot water heater for the second floor apartment. N.T. 37, 46, PGW Ex. 2, p.4, PGW Ex. 4, p. 7-8.

23. By letter dated August 11, 2016, the Respondent informed the Complainant that it had discovered the additional foreign load for the second floor apartment. N.T. 46, PGW Ex. 4, p. 7-8.

24. On September 14, 2016, the Respondent's employee visited the property. N.T. 47, PGW Ex. 4, p. 9.

25. The Complainant had corrected the foreign load for the second floor apartment. N.T. 47, PGW Ex. 4, p. 9.

26. By letter dated September 15, 2016, the Respondent informed the Complainant that it had confirmed that foreign load for the second floor apartment no longer existed. N.T. 47, PGW Ex. 4, p. 10-11.

27. On December 12, 2016, the Complainant paid the account balance in full. N.T. 38, PGW Ex. 3.

28. The account balance of \$947.10 was the result of the tenant failing to pay for service to 102 W. Manheim Street, Apartment 2, not from the transfer of an outstanding balance at another location. N.T. 39.

29. The Respondent removed \$21.75 in late fees from the tenant's account balance before transferring that balance to the Complainant's account. N.T. 40.

DISCUSSION

The Complainant in this proceeding has the burden of proof to show that the Respondent is responsible or accountable for the problem described in the complaint. Patterson v. Bell Telephone Co. of Pennsylvania, 72 Pa. PUC 196 (1990), Feinstein v. Philadelphia Suburban Water Co., 50 Pa. PUC 300 (1976). The Complainant must establish her case by a preponderance of the evidence. Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n., 578 A.2d 600 (Pa.Cmwlth.

1990), alloc. den., 602 A.2d 863 (Pa. 1992). To meet her burden of proof, the Complainant must present evidence more convincing, by even the smallest amount, than that presented by the Respondent. Se-Ling Hosiery v. Margulies, 70 A.2d 854 (Pa. 1950).

In this case, the Complainant contends that the Respondent improperly recovered charges for the account for 102 W. Manheim Street, Apartment 2 from her rather than her tenant. The Complainant contends that the Respondent improperly transferred responsibility for the account from her tenant to her. In order to understand the Complainant's contentions, I will provide some background information taken from the evidence presented at the hearing before addressing the merits of the complaint.

The Complainant owns the property at 102 W. Manheim Street, Apartment 2, Philadelphia. N.T. 8. The property is a three story house that has been converted into three rental units, with one rental unit on each floor. N.T. 8-9. The Complainant testified that the property had already been converted into rental units when she purchased the property in the 1980s. N.T. 8-9.

Apartment 2 has a gas stove, heater and hot water heater. N.T. 10. Both the tenant of the first and the tenant of the second floor have access to a dryer in a locked laundry room. N.T. 11.

The Complainant stated that the tenant occupying the second floor apartment complained to the Respondent about the amounts shown on her gas bills. N.T. 11. As a result of the tenant's complaint, the Respondent sent a technician to the property to investigate. N.T. 10-11. The technician discovered that the gas for the dryer used by the first and second floor tenants was metered through the second floor tenant's meter. N.T. 10-11. The Complainant indicated that the Respondent informed her of the foreign load and transferred responsibility for the account for the second floor apartment to the Complainant. N.T. 12-14.

The Complainant stated that she corrected the foreign load problem with the dryer and contacted the Respondent. N.T. 12-13. The Respondent sent a technician to the property.

The technician confirmed that the Complainant had corrected the foreign load concerning the dryer. However, the technician discovered that the hot water heater for the second floor apartment supplied hot water to a laundry sink available to both the first and second floor tenants. N.T. 13-14.

The Complainant subsequently corrected the foreign load concerning the sink and contacted the Respondent. N.T. 14-15. The Respondent sent a technician to the property. N.T. 14-15. The technician confirmed that the Complainant corrected the foreign load concerning the sink. N.T. 15-16.

The Complainant testified that the second floor tenant did not pay either her rent or her gas bill. N.T. 17-18. The Complainant evicted the tenant for failure to pay her rent and had no information as to the tenant's current address. N.T. 17-18. The Complainant testified that she paid the outstanding amount for the account for 102 W. Manheim Street, Apartment 2. N.T. 15.

In response to the Complainant's evidence concerning foreign load, the Respondent presented the testimony of Joyshalyn Moore, a customer review officer. N.T. 29. Ms. Moore's testimony corroborated some of the Complainant's testimony. The Respondent's records indicated dates of events that differed from some of the time frames recalled by the Complainant. Where the evidence differs as to when certain events occurred, I will give more weight to the Respondent's records since the Complainant could only testify to approximately when certain events occurred.

Ms. Moore first referred to PGW Ex. 1, a copy of the December 2, 2016 decision at BCS No. 3467391, dismissing the Complainant's informal complaint. N.T. 34, PGW Ex. 1.

Ms. Moore next referenced PGW Ex. 2, a copy of the contact log for the premises at 102 W. Manheim Street, Apartment 2. N.T. 35-36, PGW Ex. 2. The contact log contained contacts from both the Complainant and her tenant. N.T. 35-36, PGW Ex. 2.

According to the contact log, the Respondent established service in the name of the tenant on December 21, 2015. N.T. 36, PGW Ex. 2, p. 9. On April 26, 2016, the tenant's spouse contacted the Respondent to dispute the bill for 102 W. Manheim Street, Apartment 2. N.T. 36, PGW Ex. 2, p.8

As a result of the tenant's contact, the Respondent scheduled a visit to the property on June 1, 2016. N.T. 36, PGW Ex. 2, p. 7. As a result of the visit, the Respondent discovered foreign load. N.T. 36, PGW Ex. 2, p. 7. The record indicates that the Respondent discovered foreign load in which a gas dryer in a common area was being supplied through the meter for the second floor apartment. N.T. 36, PGW Ex. 2, p.7. The Respondent notified the Complainant of the existence of foreign load and that it was placing the account for the second floor apartment in the name of the Complainant. N.T. 36, PGW Ex. 2, p.6.

The contact record indicates that on August 10, 2016, the Respondent visited the property to verify that the Complainant had corrected the foreign load. N.T. 37, PGW Ex. 2, p. 4. The Respondent determined that the Complainant had corrected the foreign load concerning the clothes dryer. N.T. 37, PGW Ex. 2, p.4. However, the Respondent discovered foreign load in which the hot water to a sink in the common area was being supplied through the hot water heater for the second floor apartment. N.T. 37, PGW Ex. 2, p.4.

Ms. Moore next referred to PGW Ex. 3, a statement of account in the name of the Complainant for 102 W. Manheim Street, Apartment 2. N.T. 37. The account statement indicates that on June 7, 2016 the Respondent transferred the account balance of \$947.10 from the Complainant's tenant to the Complainant. N.T. 37-38, PGW Ex. 3. Subsequently, on December 12, 2016, the Complainant paid the account balance in full. N.T. 38, PGW Ex. 3.

Ms. Moore testified that the account balance of \$947.10 was the result of the tenant failing to pay for service to 102 W. Manheim Street, Apartment 2, not from the transfer of an outstanding balance at another location. N.T. 39. Ms. Moore stated that the Respondent removed \$21.75 in late fees from the tenant's account balance before transferring that balance to the Complainant's account. N.T. 40.

Ms. Moore next referred to PGW Ex. 4, a series of field visit reports. N.T. 41. The reports indicate that on June 1, 2016, the Respondent's employee visited the property and discovered foreign load for the second floor apartment. N.T. 42, PGW Ex. 4, p.1-2. The report indicates that the gas dryer located in a common area used by more than one tenant was connected to the meter for the second floor apartment. N.T. 42, PGW Ex. 4, p.2.

By letter dated June 7, 2016, the Respondent informed the Complainant that it had discovered foreign load for the second floor apartment. N.T. 45, PGW Ex. 4, p. 3-4. The letter stated that the account for the second floor apartment had been removed from the tenant and placed in the Complainant's name as of June 1, 2016, the date the Respondent discovered the foreign load. N.T. 45, PGW Ex. 4, p. 3-4. In addition the letter indicated that the Respondent had transferred the tenant's outstanding account balance of \$947.10 to the Complainant's account. N.T. 45, PGW Ex. 4, p.3-4. The account would remain in the Complainant's name until the Complainant corrected the foreign load. N.T. 45.

The field visit reports indicate that on August 10, 2016, the Respondent's employee visited the property. N.T. 46, PGW Ex. 4, p. 7-8. The report states that the Complainant had corrected the foreign load concerning the clothes dryer. N.T. 46, PGW Ex. 4, p. 7-8. However, the report shows that hot water for the sink and washing machine was supplied by the hot water heater connected to the meter for the second floor apartment. N.T. 46, PGW Ex. 4, p. 7-8. By letter dated August 11, 2016, the Respondent informed the Complainant that it had discovered the additional foreign load for the second floor apartment. N.T. 46, PGW Ex. 4, p. 7-8.

The field visit reports indicate that on September 14, 2016, the Respondent's employee visited the property. N.T. 47, PGW Ex. 4, p. 9. The report states that the Complainant had corrected the foreign load for the second floor apartment. N.T. 47, PGW Ex. 4, p. 9. By letter dated September 15, 2016, the Respondent informed the Complainant that it had confirmed that foreign load for the second floor apartment no longer existed. N.T. 47, PGW Ex. 4, p. 10-11.

Having provided some background information, I will now address the merits of the complaint. This complaint involves foreign load. Foreign load refers to a situation where a ratepayer's, in this case the Complainant's tenant's, meter registers usage for utility service provided to a person or persons other than the ratepayer. When a utility becomes aware of foreign load, it must act in compliance with the provision of the Public Utility Code governing foreign load at 66 Pa.C.S. § 1529.1.

In 1993, the General Assembly amended the Public Utility Code to include 66 Pa.C.S. § 1529.1 in order to address foreign load issues. Prior to 1993, the Commission resolved foreign load high bill complaints by directing the utility company to remove the charges attributable to the foreign load from the customer's bill and to issue a bill for the foreign load in the property owner's name. The statute at 66 Pa.C.S. § 1529.1 places the burden of dealing with a foreign load problem onto the property owner and not on the tenant. The policy behind the change is that the owner is in a better position to know about the existence of the foreign load than a tenant. This section states:

§ 1529.1. Duty of owners of rental property

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

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

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

The phrase “not individually metered” as used in the statute means that the meter for the unit is registering foreign load. Shank v. PPL Electric Utilities Corporation, Docket No. C-2009-2087300 (Opinion and Order entered August 31, 2009). The Commission has held that the presence of foreign load prevents a dwelling unit from being deemed “individually metered” as that term is used in 66 Pa.C.S. § 1529.1. David P. Boyce v. Duquesne Light Company, Docket No. Z-00223698, (Opinion and Order entered September 1, 1994) (Boyce); Elizabeth Santos v. Metropolitan Edison Company, Docket No. C-00967757, (Opinion and Order entered August 7, 1997) (Santos).

Foreign load exists where a tenant has a meter, is a utility customer and utility service for another tenant or for the landlord is being billed through the tenant’s meter. Boyce. In other words, foreign load is utility service which is not related to serving a tenant, but for which the tenant is being billed. Santos. 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.C.S. § 1529.1(b); Ace Check Cashing, Inc. v. Philadelphia Gas Works, Docket No. C-2008-2056428 (Opinion and Order entered May 21, 2010) (Ace Check); 1-A Realty v. Pa. Pub. Util. Comm’n, 63 A.3d 480 (Pa. Cmwlth. 2013).

In this case, the Respondent’s employees conducted investigations of the gas service for the second floor apartment and discovered the clothes dryer was supplied with natural gas metered through the second floor apartment’s meter. A subsequent investigation revealed that hot water for the laundry sink was supplied by the hot water heater metered through the second floor apartment’s meter. Once the Respondent discovered foreign load was present at the second floor apartment, it had an obligation to transfer the responsibility for the account and any outstanding balance from the tenant to the Complainant. The Commission has ruled that the

mere suspicion of foreign load is sufficient to trigger the Respondent's obligation, pursuant to 66 Pa.C.S. § 1529.1, to list the account for the second floor apartment in the name of the Complainant.

In Franckowiak v. PPL Electric Utilities Corp., Docket No. C-20054687 (Order entered July 3, 2006) (Franckowiak), the Commission ruled that the Respondent failed to comply with 66 Pa. C.S. § 1529.1 by not placing a tenant's account in the landlord's name after the Respondent suspected foreign load. The Commission dismissed the Respondent's argument that it could not place the account in the landlord's name until it substantiated the existence of foreign load, holding that this interpretation of the statute was too narrow and would permit landlords to thwart the legislative intent by failing to promptly and fully cooperate with a public utility's foreign load investigation. The Commission's decision in Franckowiak places an affirmative duty on a public utility to investigate foreign load complaints and, if that investigation raises the suspicion of foreign load, to transfer the tenant's account to the landlord. By transferring the account for 102 W. Manheim Street, Apartment 2 from her tenant to the Complainant, the Respondent complied with 66 Pa. C.S. § 1529.1.

Here, the Complainant contends that the statute at 66 Pa.C.S. § 1529.1 does not apply to this case. The Complainant contends that the foreign load is minimal. Therefore, the Complainant argues that the Commission should direct the Respondent refund a portion of the amount she paid and seek payment for the balance from her tenant. The Complainant is incorrect.

The Commission held in Ace Check that there is no de minimus exception to 66 Pa.C.S. § 1529.1. Upon discovering foreign load, the utility must transfer the account for the property from the tenant to the landlord, including any arrearages, even if the amount of usage attributable to foreign load is minimal. Kopf v. PECO Energy Company, Docket No. C-2012-2332993 (Opinion and Order entered June 13, 2013) (Kopf). Cohick v. Pennsylvania Electric Company, Docket No. F-2015-2500438 (Opinion and Order entered August 15, 2016) (Cohick) Therefore, the Respondent has an obligation, pursuant to 66 Pa.C.S. § 1529, to transfer the account, including any outstanding balance, for 102 W. Manheim Street, Apartment 2 from her

tenant to the Complainant regardless of the amount of the outstanding account balance attributable to foreign load.

In addition, the Commission has determined that the Public Utility Code does not authorize the Respondent to collect foreign load charges from a tenant. In Santos the Commission held that “[t]he 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. The Commission also stated, “[c]learly, the utility must pursue collection of any unpaid amounts **from the landlord and not from the tenant.**” (emphasis added) Santos at 16. Allen L. Jones v. Pennsylvania Power & Light Company, Docket Number C-00971013, (Opinion and Order entered February 25, 1999).

The Complainant may seek damages from her tenant for any amounts the tenant owes, pursuant to the lease, through the courts. Enforcement of the lease between the Complainant and her tenant is outside the Commission’s jurisdiction. Corazzini v UGI Penn Natural Gas, Inc., Docket No. F-2009-2101282 (Opinion and Order entered July 16, 2010), Kopf.

Only after the landlord corrects the foreign load and the correction work is verified by the utility, must the utility transfer the account back to the name of the tenant. However, the landlord remains responsible for any arrearage on the tenant’s account. Kopf; Ace Check.

Based on the evidence produced, the Complainant has failed to establish by a preponderance of the evidence that the Respondent violated either the Public Utility Code or Commission regulations by transferring the account for 102 W. Manheim Street, Apartment 2 to the Complainant and refusing to collect the charges for the account from the Complainant’s tenant. For the foregoing reasons, I will deny the complaint and enter the following order.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties and the subject matter of this dispute. 66 Pa.C.S. § 701.
2. The burden of proof in this proceeding is on the Complainant. 66 Pa.C.S. § 332(a).
3. The Complainant has failed to establish her case by a preponderance of the evidence. Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n., 578 A.2d 600 (Pa.Cmwlth. 1990), alloc. den., 602 A.2d 863 (Pa. 1992).
4. The Complainant has not met her burden of proving that she is entitled to relief. 66 Pa. C.S. § 332(a).
5. The Public Utility Code 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.C.S. § 1529.1(b).
6. The phrase “not individually metered” as used in the statute means that the meter for the unit is registering foreign load. Shank v. PPL Electric Utilities Corporation, Docket No. C-2009-2087300 (Opinion and Order entered August 31, 2009).
7. The presence of foreign load prevents a dwelling unit from being deemed “individually metered” as that term is used in 66 Pa.C.S. § 1529.1. David P. Boyce v. Duquesne Light Company, Docket No. Z-00223698, (Opinion and Order entered September 1, 1994); Elizabeth Santos v. Metropolitan Edison Company, Docket No. C-00967757, (Opinion and Order entered August 7, 1997).
8. Upon discovering foreign load, the utility must transfer the account for the property from the tenant to the landlord, including any arrearages, even if the amount of usage

attributable to foreign wiring is minimal. Kopf v. PECO Energy Company, Docket No. C-2012-2332993 (Opinion and Order entered June 13, 2013); Cohick v. Pennsylvania Electric Company, Docket No. F-2015-2500438 (Opinion and Order entered August 15, 2016).

9. The Public Utility Code does not authorize the Respondent to collect foreign load charges from a tenant. Elizabeth Santos v. Metropolitan Edison Company, Docket No. C-00967757, (Opinion and Order entered August 7, 1997).

ORDER

THEREFORE,

IT IS ORDERED:

1. That the complaint of Beverly Miller at Docket No. F-2017-2585974 against Philadelphia Gas Works is denied.

2. That the docket at Docket No. F-2017-2585974 is marked closed.

Date: May 24, 2017

/s/
David A. Salapa
Administrative Law Judge