

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Susan Hardinger

v.

PPL Electric Utilities Corporation

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F-2016-2579702

INITIAL DECISION

Before
Katrina L. Dunderdale
Administrative Law Judge

INTRODUCTION

This decision dismisses for failure to meet the burden of proof a formal complaint filed by Susan Hardinger, alleging PPL Electric Utilities Corporation had incorrect charges on her billing statements and required too high a security deposit.

HISTORY OF THE PROCEEDINGS

On December 12, 2016, Susan Hardinger (Ms. Hardinger or Complainant) filed a formal complaint against PPL Electric Utilities Corporation (PPL or Respondent). Complainant alleged PPL had incorrect charges on her billing statements, and required a security deposit that was too high. Specifically, Complainant alleged PPL transferred \$2,444.52 from an account when she lived with her daughter into Complainant's account when Complainant moved out of her shared residence with her daughter, and when Complainant attempted to open a new account in her own name at a different address. On January 17, 2017, PPL filed an Answer in which PPL denied it violated any statute, regulation or provision of the Commission.

On March 16, 2017, the presiding officer conducted an initial telephonic hearing at which appeared Ms. Hardinger and Kimberly G. Krupka, Esquire, as counsel for Respondent. Ms. Hardinger testified on her own behalf, and was subject to cross-examination questions by Ms. Krupka. Ms. Hardinger did not offer any exhibits. Ms. Krupka presented one witness, Jan Brett, Senior Lead Customer Service Representative. Respondent offered four exhibits which were marked and admitted into the hearing record as PPL Exhibits 1, 2, 3, and 4. After Attorney Krupka finished direct examination of Respondent's witness, it became apparent Complainant no longer remained on the telephone line. Complainant did not announce that she was leaving the hearing and made no comments during the direct examination of Respondent's witness.

Because it was not clear when Complainant dropped off the telephone during the direct examination of PPL's witness, the presiding officer took a brief recess and attempted to locate Complainant by calling her on the telephone number provided in the formal complaint. When no one answered, a message was left for Complainant telling her that she had to call back into the hearing immediately. After the recess, the presiding officer notified Respondent of the results of the telephone call attempt to Complainant. Complainant did not call into the hearing conference and the presiding officer ended the proceedings at 11:58 a.m. after providing Respondent with an opportunity to make a final statement on the hearing record.

One week later, on March 23, 2017 at 3:16 p.m., the presiding officer's staff received a voicemail from an individual claiming to be Complainant who stated her hearing was on March 16, 2017. The voicemail indicated that prior to leaving the hearing, the caller was notified of an emergency concerning her granddaughter, of whom she has custody, and she had to leave the hearing to deal with this emergency. The caller also indicated she had received recently a 10-day shut-off notice for after April 4, 2017 from PPL. The voicemail concluded with the caller indicating she was uncertain of the outcome of the hearing since she had to leave for an emergency and she would like to know if there is anything she can do to resolve her issues.

On March 31, 2017, the court reporting service electronically filed the transcript from the hearing on March 16, 2017. The hearing record consists of a 64-page hearing transcript and four exhibits.

On April 3, 2017, the presiding officer issued the First Interim Order which closed the hearing record. On April 24, 2017, the Second Interim Order was issued to correct erroneous material contained in the First Interim Order. The date the hearing record closed remained unchanged.

FINDINGS OF FACT

1. Susan Hardinger resides in a one-bedroom rental unit located at 351 West Penn Avenue, Apartment 1, Wernersville, Pennsylvania (service address or 351 West Penn), where she has resided since February 25, 2016. (Tr. 6-13, 30; PPL Exhibit 1).

2. PPL Electric Utilities Corporation provides residential electric service to Complainant at the service address. (Tr. 6, 7).

3. From June 2013 until August 2013, Complainant resided at 910 Brownsville Road, Wernersville, Pennsylvania (910 Brownsville Road). (Tr. 10, 22; PPL Exhibit 1).

4. From July 31, 2013 until February 11, 2015, Complainant resided in a single family residence located at 218 East Penn Avenue, Wernersville, Pennsylvania (218 East Penn) with her grandchildren. (Tr. 7-27, 36-38; PPL Exhibits 3 & 4).

5. On July 30, 2013, Complainant's daughter, Holli Stoddart, signed to become jointly responsible on the electric service account for 218 East Penn and was listed as the secondary ratepayer. (Tr. 7-27, 55-58).

6. Sometime between August 2013 and February 2015, Ms. Hardinger's daughter resumed full custody of Complainant's grandchildren and moved into 218 East Penn with Complainant. (Tr. 7-27, 36-38; PPL Exhibits 3 & 4).

7. From August 2013 until February 2015, Complainant made inconsistent but periodic payments on the account for 218 East Penn. (Tr. 44-47; PPL Exhibit 3)

8. On February 10, 2015, Complainant contacted Respondent and asked that the electric service be taken out of her name at 218 East Penn and that Respondent maintain service in her daughter's name only. (Tr. 23, 39, 48; PPL Exhibits 3 & 4).

9. From February 10, 2015 until February 25, 2016, Complainant lived in an area outside Respondent's territory and received electric distribution service from the Metropolitan Edison Company. (Tr. 8, 12, 16).

10. On June 9, 2015, PPL sent the unpaid balance on Ms. Hardinger's electric service account (\$2,444.52) for 218 East Penn to Solomon and Solomon, a collection agency. (Tr. 31, 40; PPL Exhibit 4).

11. On June 18, 2015, Complainant called PPL because the collection agency was attempting to collect on the unpaid balance from 218 East Penn. (Tr. 24, 41; PPL Exhibit 4).

12. On February 25, 2016, Complainant moved into 351 West Penn and asked PPL to start electric service in her name only at the service address. (Tr. 9, 11, 13, 30; PPL Exhibit 1).

13. Complainant uses electricity to heat the service address. (Tr. 21).

14. Complainant agreed Respondent could transfer the unpaid balance totaling \$523.90 (from when she resided at 910 Brownsville Road) to her new account at the service address. (Tr. 9, 10, 31; PPL Exhibit 1).

15. In February 2016, the unpaid balance up through February 10, 2015 from 218 East Penn totaled \$2,444.52. (Tr. 31; PPL Exhibits 1 & 3).

16. On February 29, 2016, PPL transferred \$2,968.42 to Complainant's new account at the service address which sum was the unpaid account balances from 910 Brownsville Road and from 218 East Penn up through February 10, 2015. (Tr. 12, 30; PPL Exhibits 1 & 3).

17. On August 18, 2016, PPL advised Ms. Hardinger that she was required to make a payment on current undisputed charges pending the final outcome in her formal complaint proceeding. (Tr. 33, 34; PPL Exhibit 2).

18. Since February 2015, Complainant has not made a payment on her electric service account at the service address (351 West Penn) or on the service account for 218 East Penn. (Tr. 18-26, 31; PPL Exhibits 1 & 2).

19. As of the date of the hearing, the account balance for the service address totaled \$4,336.70. (Tr. 31; PPL Exhibit 1).

DISCUSSION

Complainant's Position

Ms. Hardinger appeared at the hearing and presented her testimony. Her testimony was subject to cross-examination by both counsel for PPL and the presiding officer. After her testimony, PPL presented one witness. Sometime prior to the conclusion of PPL's direct examination of its witness, Ms. Hardinger terminated her participation in the hearing without indicating on the hearing record that she was leaving the conference call. When the presiding officer learned Ms. Hardinger no longer remained on the conference call, a brief recess was taken and an unsuccessful attempt was made to reach Ms. Hardinger by telephone.

Ms. Hardinger did not indicate on the hearing record her final statement to explain why she thought PPL was in error. However, Ms. Hardinger did indicate in her formal complaint the basis of her objections, and the presiding officer presumed she would have continued to maintain her position, if she had remained in the hearing long enough to provide her final statement. Complainant contended two reasons why she believed there were incorrect charges on her bill: (1) that PPL was wrong to transfer \$2,444.52 into her new account at 351 West Penn; and (2) that PPL was wrong to require her to pay \$320.00 in a security deposit when she opened her new electric service account at the service address.

Respondent's Position

PPL contended its transfer of the unpaid balances from 910 Brownsville Road and 218 East Penn were appropriate. PPL pointed out that Complainant did not dispute the transfer of the amount unpaid from 910 Brownsville. PPL also points out that Ms. Hardinger did not dispute the amount of the unpaid balance at 218 East Penn. PPL notes Ms. Hardinger only disputed that she was charged with the responsibility to pay the unpaid balance and believed PPL should require her daughter, who continued to reside at 218 East Penn, to pay on the unpaid balance. PPL also noted that Complainant learned she would be held responsible for the unpaid balance while she resided in the territory of another electric distribution company. PPL contends Complainant made no attempt to pay on the account balance after she moved out of 218 East Penn or after she opened a new account at 351 West Penn. Furthermore, Complainant has not made any payment on her electric service account since she moved into the service address, which is her current residence.

Applicable Law

Section 701 of the Public Utility Code (Code), provides that any person may complain, in writing, about any act or thing done or omitted to be done by a public utility in violation, or claimed violation, of any law which the Commission has the jurisdiction to administer, or of any regulation or order of the Commission.¹ A person seeking affirmative

¹ 66 Pa.C.S.A. § 701.

relief from the Commission has the burden of proof.² In this proceeding, Complainant has the burden to prove PPL was incorrect to transfer an unpaid balance and to require Complainant to pay a security deposit.

PPL, like all Commission-regulated public utilities, is mandated to provide reasonable customer service:

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. Such service also shall be reasonably continuous and without unreasonable interruptions or delay. Such service and facilities shall be in conformity with the regulations and orders of the commission.³

Commonwealth Court has cautioned the Commission may not sustain a complaint pursuant to Section 1501 unless it finds a utility violated a duty to render reasonable and reliable service.⁴ The test to determine the adequacy of a utility's service and facilities is one of reasonableness.⁵ This test also determines the adequacy of a utility's response to customer service complaints, as well as repairs made to its facilities.⁶

Analysis

Determining the facts in this proceeding was hampered by Ms. Hardinger's inability to remember details and her decision not to have her records in front of her when she

² 66 Pa.C.S.A. § 332(a).

³ 66 Pa.C.S.A. § 1501.

⁴ *West Penn Power Co. v. Pa. Pub. Util. Comm'n*, 478 A.2d 947, 949 (Pa.Cmwlt. 1984).

⁵ *Scherich v. Verizon Pennsylvania Inc.*, PUC Docket Nos. C-2008-2061244, C-2008-2068818 (Final Order January 28, 2010).

⁶ *Id.*

testified. However, her testimony was credible and it basically added up to the following summary: Ms. Hardinger opened up an electric service account where she lived with her grandchildren. Later her daughter moved into the residence, and Ms. Hardinger lived there periodically for about 18 months. During that time, the account listed Ms. Hardinger as the primary ratepayer and her daughter was listed as a secondary ratepayer. Monthly payments on the account were made between August 2013 and February 2015, although the payments were not always timely or in full. Ms. Hardinger assumed that, when she called PPL to remove her name from the electric service account in February 2015, PPL would hold her daughter responsible to make all payments on the account, including the unpaid balance that accrued while Complainant resided at 218 East Penn.

PPL was correct when it transferred the unpaid balance from 218 East Penn to Complainant's new account at 351 West Penn. Pursuant to 52 Pa.Code 56.16(b), PPL was correct to transfer the unpaid balance from 218 East Penn to the service address because it was a new residential service account of the same customer. The balance accrued while Ms. Hardinger was the primary ratepayer and enjoyed the electric service as a resident. Ms. Hardinger agreed to be responsible when she initiated service in July 2013, as further evidenced by her recognition she had to cancel service in February 2015 when she finally moved out of the residence she shared with her daughter. While she resided at 218 East Penn, the account in her name accrued an unpaid balance for which she is responsible to pay.

Furthermore, Ms. Hardinger's claim, that she should not have to pay \$340 as a security deposit, is also dismissed. Despite making the allegation in the formal complaint, Ms. Hardinger never testified concerning the security deposit, or indicated that she wished to withdraw this allegation. She presented no evidence on the issue and, therefore, she did not meet the burden of proving PPL was in error to require her to pay a security deposit totaling \$340. PPL's witness testified PPL agreed prior to the hearing to reduce the security deposit from \$340 to \$174 (see Transcript page 32), therefore, it is presumed Complainant no longer disputed the amount of the security deposit.

Conclusion

Ms. Hardinger did not demonstrate that PPL's decisions – to transfer the unpaid balance from her account at 218 East Penn to her new account at the service address; and to require Complainant to pay \$340 as a security deposit – is unreasonable, is in violation of the Public Utility Code, or violates any regulation of the Commission. Therefore, Ms. Hardinger failed to prove that PPL's policy was unreasonable and her complaint will be dismissed in the Ordering Paragraphs below.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over this dispute. 66 Pa.C.S.A. § 701.
2. Complainant has the burden of proving Respondent did not provide reasonable and adequate service when it transferred the unpaid balance as of February 10, 2015 from her prior address to her new address, and when it required her to pay a security deposit. 66 Pa.C.S.A. § 332(a).
3. Complainant did not meet the burden of proving Respondent failed to provide reasonable and adequate customer service. 66 Pa.C.S.A. § 332(a) and 66 Pa.C.S.A. § 1501.
4. Complainant failed to prove Respondent's transfer of the unpaid balance from her prior address to her new electric service account, and to require her to pay a security deposit, was unreasonable or in violation of the Public Utility Code or the Commission's regulations. 52 Pa.Code § 56.16(b). Also, 66 Pa.C.S.A. § 332(a) and 66 Pa.C.S.A. § 1501.

