

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Brian Snow	:	
	:	
v.	:	F-2019-3007003
	:	
PECO Energy Company	:	

INITIAL DECISION

Before
Benjamin J. Myers
Administrative Law Judge

INTRODUCTION

A customer filed a complaint against his electric utility alleging incorrect charges on his account. This decision denies the complaint as the customer has failed to demonstrate that he has been billed incorrectly or that his electric utility has otherwise violated the Public Utility Code, a Commission order, regulation or Commission-approved tariff.

HISTORY OF THE PROCEEDING

On January 7, 2019, Brian Snow (Complainant) filed a complaint with the Pennsylvania Public Utility Commission (Commission) against PECO Energy Company (Respondent). This complaint is an appeal from a decision of the Bureau of Consumer Services dismissing his informal complaint. The complaint alleges incorrect charges on his utility bill including what the Complainant characterized as unidentified charges.

The Respondent filed an answer to the complaint on January 24, 2019. The answer admitted or denied the various averments of the complaint. The Respondent, however, specifically denied that the charges found on the Complainant's bills, or his outstanding balance,

were incorrect. The Respondent asserted that this outstanding balance was the combined result of an outstanding balance carried over from the Complainant's previous service address, missed monthly payments at the new service address and various late charges. The Respondent contended that because the Complainant made numerous late payments on his account he is properly subject to late fees which comply with the Respondent's tariff. The Respondent requested that the Commission dismiss the complaint.

By hearing notice dated January 28, 2019, the Commission scheduled an initial hearing for this matter on March 14, 2019 at 10:00 a.m. and assigned this case to me. A prehearing order was issued on January 30, 2019, addressing, *inter alia*, requests for continuances, subpoena procedures, attorney representation and the Commission's policy encouraging settlements.

The initial hearing was conducted as scheduled on March 14, 2019. The Complainant appeared *pro se* and presented testimony. Attorney Shawane Lee represented the Respondent which presented one witness who sponsored eight exhibits (PECO Ex. 1, 2, 3, 4, 5, 6, 7, 8) that were admitted into the record. The initial hearing resulted in a transcript of 74 pages. The record closed on March 14, 2019 at the conclusion of the hearing. For the reasons set forth below, the complaint will be denied.

FINDINGS OF FACT

1. The Complainant is Brian Snow.
2. The Respondent is PECO Energy Company.
3. The Complainant's previous service address with the Respondent was 1 Redwood Drive, Newtown, Pennsylvania. N.T. 43.
4. The Complainant closed his account at this service address on September 21, 2016. N.T. 44.

5. The total outstanding balance of this account at the time of closing was \$434.39. N.T. 44.
6. A final bill was issued to the Complainant for this amount on September 22, 2016. N.T. 44.
7. On October 24, 2016, the Complainant made a payment of \$207.78 leaving an unpaid balance of \$226.61 on this account. N.T. 44-45.
8. The Complainant established service at a new address of 403 Manor Drive, Dublin, Pennsylvania as of September 15, 2016. N.T. 45.
9. The first bill for service at the Complainant's new address on Manor Drive was issued on September 22, 2016 in the amount of \$23.57. N.T. 46.
10. The Complainant did not pay the September 22, 2016 bill. N.T. 46.
11. A second bill for the Complainant's new address at Manor Drive was issued on October 15, 2016 for the billing period of September 22 to October 18, 2016 in the amount of \$90.60. N.T. 46.
12. The Complainant's outstanding balance for the service at Manor Drive as of October 15, 2016 was \$114.17. N.T. 46.
13. On October 28, 2016 the outstanding balance of \$226.61 from the Complainant's account at his previous address of 1 Redwood Drive was transferred to the Complainant's new account for Manor Drive. N.T. 46.
14. The Complainant's total outstanding account balance with the Respondent was therefore \$340.78 at that time. N.T. 47.

15. The Complainant was issued a bill for the month of November 2016 in the amount of \$113.42. N.T. 48.

16. The Complainant did not make a payment for the November 2016 billing amount bringing his total outstanding account balance to \$454.20. N.T. 48.

17. The Complainant made a payment to the Respondent on November 28, 2016 in the amount of \$114.17. N.T. 48.

18. The Complainant's monthly bill for December was issued on December 19, 2016 in the amount of \$175.69 which brought the Complainant's total account balance to \$515.98. N.T. 49.

19. The Complainant made a payment of \$113.42 on December 21, 2016 and a payment of \$175.69 on January 19, 2017. N.T. 49.

20. These two payment amounts represent the current charge amounts for November and December 2016. N.T. 49-50.

21. The Complainant's monthly bill for January was issued on January 23, 2017 in the amount of \$222.48. N.T. 50.

22. The Complainant did not pay this monthly bill and was assessed late charges. N.T. 50.

23. The Complainant's monthly bill for February was issued on February 22, 2017 in the amount of \$185.08. N.T. 50.

24. On March 25, 2017 the Complainant was issued a monthly bill in the amount of \$161.04. N.T. 51.

25. The Complainant made a payment of \$411.95 on March 28, 2017. N.T. 51.

26. After making this payment, the Complainant's total outstanding balance was \$387.68. N.T. 51.

27. The Complainant closed his account with the Respondent for 403 Manor Drive on July 3, 2018. N.T. 55.

28. The Complainant's total outstanding balance on the account at the time of closing was \$496.79. N.T. 55.

29. The Complainant's total outstanding balance consists of \$32.74 in late payment charges, \$226.61 of unpaid balance from the 1 Redwood Drive address and \$237.44 of unpaid balance from the 403 Manor Drive address. N.T. 57.

DISCUSSION

Section 332(a) of the Public Utility Code, 66 Pa.C.S. § 332(a), places the burden of proof upon the proponent of any request for relief. As the party bringing this complaint, the Complainant bears the burden of proving by a preponderance of the evidence that he is entitled to relief. The Complainant has the burden 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 his 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 his 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)

The complaint here alleges incorrect charges and outstanding balance amount on the Complainant's account. The initial burden is therefore on the Complainant to provide testimony and evidence to show that he incurred incorrect charges on his bill, that his total outstanding account balance is incorrect or that he had not been properly credited for payments that he made to the Respondent on his account.

The Complainant's testimony at the time of hearing simply indicated that he believed issues with his bill began when he transferred his service with the Respondent from Redwood Drive to Manor Drive. N.T. 13. The Complainant then indicated that he believed he had been overcharged approximately \$200 on his account and that he based this conclusion on his usage and the Respondent's spreadsheets versus his own online checking account. N.T. 13-14. Other than general testimony expressing doubts that his outstanding account balance was not correct, the Complainant failed to provide any additional evidence to support his general assertions he had been overcharged by the Respondent.

The Complainant's testimony regarding incorrect or unidentified charges on his bills consisted only of unsupported assertions. These assertions, no matter how honest or strong, cannot form the basis of a finding in his favor. Assertions, personal opinions or perceptions do not constitute evidence. Pa. Bureau of Corrections v. City of Pittsburgh, 532 A.2d 12 (Pa. 1987). Even *pro se* complainants must provide relevant and necessary information. The Complainant in this case proceeded *pro se* by choice and bore the risk of doing so. Groch v. Unemployment Comp. Bd. of Review, 472 A.2d 286 (Pa. Cmwlth. 1984); Vann v. Unemployment Comp. Bd. of Review, 494 A.2d 1081 (Pa. 1985).

In contrast to the Complainant's testimony, the Respondent's witness provided credible testimony regarding the dates on which bills were issued to the Complainant on both of his accounts, the amount and date on which the Complainant made payments to the Respondent, as well as the amount of the Complainant's outstanding account balance subsequent to any such payment. After providing a detailed chronological explanation of the Complainant's accounts and payments to the Respondent, the witness succinctly identified the Complainant's remaining outstanding balance as well as the amounts that made up that balance. At the time the

Complainant closed his account with the Respondent on July 3, 2018, his total outstanding balance was \$496.79 which consisted of \$32.74 in late payment charges, \$226.61 of unpaid balance from the 1 Redwood Drive address and \$237.44 of unpaid balance from the 403 Manor Drive address. N.T. 55, 57.

The testimony provided by the Respondent's witness was corroborated by the documents which the Respondent submitted into evidence at the time of hearing. The exhibits included an account activity statement for the Redwood Drive address (PECO Ex. 1) and an account activity statement for the Manor Drive address (PECO Ex. 3). These exhibits showed the date and amount of payments made by the Complainant at both service addresses as well as how the Respondent arrived at the Complainant's total outstanding balance. The Complainant, on the other hand, failed to provide any documentation, such as cancelled checks or other records of payment, to corroborate his general assertion that he made certain payments and that his outstanding balance was therefore incorrect.

The Complainant has failed to establish by a preponderance of the evidence that he has incurred incorrect charges or that his total outstanding balance of \$496.79 is incorrect or miscalculated. The complaint is therefore denied.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the subject matter and parties to this proceeding. 66 Pa. C.S. § 701.
2. Pursuant to 66 Pa. C.S. § 332(a), the burden of proof in this proceeding is on the Complainant.
3. Assertions, personal opinions or perceptions do not constitute evidence. Pennsylvania Bureau of Corrections v. City of Pittsburgh, 532 A.2d 12 (Pa. 1987).

