

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Megan Lewis	:	
	:	
v.	:	C-2018-3006408
	:	
Peoples Natural Gas Company LLC	:	

INITIAL DECISION

Before
Mary D. Long
Administrative Law Judge

INTRODUCTION

This decision dismisses the complaint of a former customer of a gas utility company who complained that there were incorrect charges on her bill. There is no evidence that the gas utility violated the Public Utility Code, regulations or order of the Commission. Her final bill was correct as rendered and the gas utility provided reasonable customer service.

HISTORY OF THE PROCEEDINGS

Megan Lewis (Complainant) filed a formal complaint against Peoples Natural Gas Company LLC (Peoples) on December 3, 2018. The Complainant marked the “other” box on the formal complaint form and explained that her bills from Peoples were not correct for a period of time and that she wanted Peoples to stop contacting her. Peoples filed an answer on December 21, 2018, averring that the Complainant had agreed to pay \$218.00 in order to settle a prior complaint. That amount is the current outstanding balance on the account. Peoples denied the existence of any other outstanding issues with the Complainant.

By notice dated February 8, 2019, this matter was assigned to me and scheduled for a telephonic hearing on March 25, 2019.¹ I issued a prehearing order on February 11, 2019, which explained procedures in connection with the conduct of the hearing.

The hearing convened as scheduled on March 25, 2019. The Complainant appeared and represented herself. She presented her own testimony, but did not present any exhibits. Peoples, represented by Jennifer Petrisek, Esquire, presented the testimony of one witness, Denice Claudon. Peoples also presented two exhibits which were admitted into the record. Following the receipt of the transcript, the record was closed by order dated May 6, 2019.

FINDINGS OF FACT

1. The Complainant, Megan Lewis, is a former customer of Peoples Natural Gas, LLC. (N.T. 6)
2. Peoples Natural Gas, LLC, the Respondent, is a jurisdictional public utility.
3. The service address which is the subject of this dispute is 710 3rd Street, Apartment 4, West Elizabeth, PA. (N.T. 6)
4. The Complainant resided at the service address from February 2017 until March 2018. (N.T. 11, 14)
5. The service address is a rental unit consisting of four apartments. (N.T. 6, 12)
6. The Complainant's unit was a one-bedroom apartment. (N.T. 12)

¹ The February 8, 2019 notice was corrected for a typographical error and re-served on February 14, 2019.

7. The Complainant established an account for gas service at the service address, effective March 16, 2017. (N.T. 45; Peoples Ex B)

8. The Complainant's January 9, 2018 bill was in the amount of \$330.30. (N.T. 26; Peoples Ex. B)

9. On January 10, 2018, the Complainant called Peoples and reported that she smelled gas. (N.T. 29)

10. After investigating the source of the leak and determining that it was on the customer line, Peoples turned off the gas on January 10, 2018. (N.T. 29)

11. The gas line was repaired, and service was restored on January 17, 2018. (N.T. 31)

12. The Complainant's February 2018 bill in the amount of \$101.91, was based on an estimated meter reading. (N.T. 36)

13. Estimates are generated based on past usage, weather and current rates. (N.T. 37)

14. Even though the period used to generate the estimate included the gas leak, it also included the seven days that the gas was turned off. (N.T. 38-40)

15. The consumption estimated for the February 2018 bill was low. (N.T. 38-40)

16. Ms. Claudon's opinion that the February 2018 estimate was too low was based on the degree days for the months of February and March and a calculation of the average heating factor. (N.T. 41-42)

17. The March 2018 bill, in the amount of \$186.04, was based on an actual meter reading. (Peoples Ex. B)

18. The Complainant called Peoples two weeks before she moved out of the service address to end her gas service. (N.T. 15)

19. The last bill sent to the Complainant was sent on March 6, 2018. (N.T. 27)

20. The Complainant filed a formal complaint on July 31, 2018. (Docket C-2018-3004121)

21. On October 9, 2018, Peoples issued the Complainant a goodwill credit in the amount of \$353.53 to resolve the July 2018 complaint of the Complainant and the Complainant agreed to pay the remaining balance of \$218.00. (N.T. 26)

22. A certificate of satisfaction for the formal complaint was filed on October 15, 2018. (Docket C-2018-3004121)

23. The Complainant does not recall receiving a settlement letter from Peoples and was not aware that she had received a goodwill credit. (N.T. 17-19)

24. The Complainant no longer has an account with Peoples. (N.T. 27)

25. The outstanding balance of \$218.00 has not been placed with a collection agency. (N.T. 27)

26. Peoples has not called the Complainant regarding the \$218.00 balance since the company settled her complaint in October 2018. (N.T. 27)

27. Peoples has not discussed the Complainant's account with her former landlord. (N.T. 28)

28. The Complainant is not responsible for any gas consumption at the service address after her Peoples account was closed in March 2018. (N.T. 27)

29. The Complainant's final bill in the amount of \$218.00 is correct as rendered.

DISCUSSION

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.² A person seeking affirmative relief from the Commission has the burden of proof.³

In this matter, the Complainant is the party asking for relief from the Commission; therefore, she has the burden of proof. In a Commission proceeding, meeting the burden of proof means that the Complainant must establish a fact by a preponderance of the evidence.⁴ The term "preponderance of the evidence" means one party must present evidence which is more convincing, by even the smallest amount, than the evidence presented by the other party.⁵ In order to win, the Complainant must prove facts by a preponderance of the evidence, which show that Peoples has violated the Public Utility Code or Commission regulations.

² 66 Pa.C.S. § 701.

³ 66 Pa.C.S. § 332(a).

⁴ *Popowsky v. Public Util. Comm'n*, 937 A.2d 1040, 1055-56 (Pa. 2007); *Se-Ling Hosiery v. Margulies*, 364 Pa. 45, 70 A.2d 854 (1950).

⁵ *Popowsky*.

The Complainant's expressed frustration with Peoples arises from a series of incidents on her account, including the transfer of her mother's balance to her account⁶, a leak on the service line in January 2018, and an estimated bill in February 2018. Apparently, the Complainant's former landlord has also been attempting to collect money from her for gas usage, claiming that Peoples is holding her responsible for additional charges at the service address. The Complainant argues that she should not be responsible for any charges related to the gas leak at the service address in January 2018, and she is tired of being harassed by Peoples. She claims that Peoples continues to hold her responsible for the leak and for charges at the service address after she moved out.

Section 1501 of the Code⁷ mandates that a public utility must furnish and maintain adequate, efficient, safe, and reasonable service and facilities, and must make such repairs, changes, alterations, substitutions, and improvements in or to such service and facilities as shall be necessary or proper for the accommodation, convenience and safety of its patrons and the public. Upon finding that the service or facilities of a public utility are unreasonable, unsafe or inadequate, the Commission may prescribe, by regulation or order, the reasonable, safe and adequate service or facilities that a public utility must furnish or employ.⁸

The Commonwealth Court has cautioned that the Commission may not sustain a complaint pursuant to Section 1501 unless it finds that a utility has violated a duty to render reasonable and reliable service.⁹ Further, the Commission has stated that a utility is not mandated to furnish perfect service:

[Section 1501] does not mandate perfect service nor must a public utility provide the best possible service. Most certainly, a public

⁶ Peoples placed the balance accrued by the Complainant's mother on her account; Peoples later removed that balance and the Complainant was satisfied with that resolution. (N.T. 19; Peoples Ex. B)

⁷ 66 Pa.C.S. § 1501.

⁸ 66 Pa.C.S. § 1505.

⁹ *West Penn Power Co. v. Pa. Pub. Util. Comm'n*, 478 A.2d 947, 949 (Pa.Cmwlth. 1984).

utility is not a guarantor of either perfect service or the best possible service.^[10]

Thus, the test to determine the adequacy of a utility's service and facilities is that of reasonableness.¹¹ This is also the test to determine the adequacy of a utility's response to customer service complaints, as well as repairs made to its facilities.¹²

Peoples is not holding the Complainant responsible for the January 2018 leak or the charges resulting from that leak. Peoples credited the Complainant's account for the entire amount of the January 2018 bill, \$330.30, plus an additional amount for a total of \$353.53. The remaining outstanding balance, \$218.00, is the remaining amount due from February and March 2018.¹³ Ms. Claudon testified that Peoples is not holding the Complainant responsible for any usage after her account was closed in March 2018. Further, Peoples has not referred the Complainant's outstanding balance to collections.

The Complainant testified that the landlord from the service address has been sending her bills and told her that Peoples was holding her responsible for these bills. The Complainant conceded that the bills that the owner of the service address sent her are not in her name.¹⁴

To the extent the Complainant's former landlord is claiming that she is responsible for gas consumption generated at the service address after March 2018, this is a private dispute between her and her former landlord. Ms. Claudon credibly testified that Peoples is not holding her responsible for these charges and is not "partnering" with her landlord. Ms. Claudon also testified that Peoples has not discussed her account with the owner of the

¹⁰ *Re Metropolitan Edison Company*, 80 Pa. PUC 663, 672 (1993).

¹¹ *Thurby v. West Penn Power*, C-2011-2254048 (Order April 4, 2013); *Bertsch v. PPL Electric Utilities Corp.*, C-2011-2251784 (Final Order April 2, 2012); *Scherich v. Verizon Pennsylvania Inc.*, C-2008-2061244 (Final Order January 28, 2010).

¹² *Thurby*.

¹³ Before January 2018, the Complainant paid the amount due on her bill. (Peoples Ex. B)

¹⁴ N.T. 20.

service address. Further, Peoples provided the Complainant with a goodwill credit which covered all of the consumption for January 2018, when the leak on the customer service line occurred. Therefore, there is no evidence that Peoples is holding the Complainant responsible for the January 2018 leak or for consumption at the service address after she closed her account in March 2018. Peoples has not rendered unreasonable customer service to the Complainant and her claim must be dismissed.

The Complainant also alleges her February 2018 bill is too high because the estimated reading included the January gas leak. She also takes the position that her February 2018 bill is too high because the usage when the building's service line was leaking was used to generate the estimated bill. Peoples counters that her estimated reading was too low based on a review of the degreed days and heat factor calculated for February and March.

In a high bill dispute, the Complainant's burden of proof is governed by *Waldron v. Philadelphia Electric Co.*¹⁵ In *Waldron*, the Commission concluded that a complainant may establish a *prima facie* case by showing that: (1) the number of occupants of the household has not changed; (2) the potential for energy utilization is low; and (3) the prior billing history shows no previous abnormalities. In later cases, the Commission has established other factors which may also be considered. The Commission may consider the billing history of the account, any change in usage pattern or any other relevant facts or circumstances that come to light during the proceeding.¹⁶ Further, the Commission has also held that in response to a high bill complaint, the accuracy of a meter test alone is not conclusive evidence and does not by itself mandate a finding against a complainant and in favor of a utility.¹⁷ This rule protects the complainant from dismissal because of her inability to produce direct proof that the meter malfunctioned.

The Complainant does not allege that her February 2018 bill is too high due to a meter malfunction. Rather, she complains that the estimated reading was too high because it was

¹⁵ 54 Pa. PUC 98 (1980).

¹⁶ *Bennett v Peoples Natural Gas Co.*, Docket No. C-2009-2122979 (Opinion and Order entered October 13, 2010); *Thomas v PECO Energy Co.*, Docket No. C-2010-2187197 (Opinion and Order entered November 15, 2011).

¹⁷ *Bennett*, at 7.

based, in part, on the January 2018 consumption which included the leak from the customer service line.

Denice Claudon explained that the Complainant's meter readings were estimated every other month. Estimated readings are based on past usage, weather and current rates. Even though the February estimate included the period of the January gas leak, it also included seven days when the gas was turned off at the service address. Ms. Claudon evaluated the quality of the estimated reading on the Complainant's account by reviewing the degree days for February and March 2018 and calculating the average heating factor. In her opinion, the February estimated reading was actually too low. Peoples received an actual meter reading in March 2018, which trued up the low reading in February along with the Complainant's usage in March.

The Complainant did not have gas consumption at the service address for a full twelve months, therefore she did not have any prior usage for a billing month in February or March at the service address that she could compare her February and March 2018 usage.¹⁸ She testified that her neighbors' gas bills were much lower than hers. This testimony is hearsay¹⁹ and cannot be used as evidence to prove the facts necessary for the Complainant to prove that her bills were too high. However, even if the statements of her neighbors were accepted as competent evidence, those statements alone would not prove that her February bill was too high. Different people use energy differently by setting their thermostats at different temperatures and using different types of appliances. For example, the Complainant testified that in winter she had her heat on a lot because she liked the temperature warm.²⁰ Others may prefer the temperature cooler in the winter. The other apartments in the building may be larger or smaller than the Complainant's apartment. In short, there could be many reasons that the bills of the

¹⁸ The Complainant's first gas bill at the service address was on March 16, 2017. (Peoples' Ex. B)

¹⁹ Pa.R.E. 801. "Hearsay" is a statement, other than one made by the declarant while testifying at the trial or hearing, offered in evidence to prove the truth of the matter stated.

²⁰ N.T. 11.

Complainant's neighbors were lower than hers. Therefore, this is not proof that her February or March bills reflected more consumption than the Complainant used.

The Complainant has not presented sufficient evidence to prove that her bills in February or March 2018 were too high. This claim must also be dismissed.

In sum, the Complaint's claim that Peoples was holding her responsible for a gas leak must be dismissed because the Complainant received a credit on her account for the entire month in which the gas leak occurred. The Complainant's claim that her February 2018 bill was too high must also be dismissed.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties and subject matter of this dispute. 66 Pa.C.S. § 701.
2. The Complainant bears the burden of proof. 66 Pa.C.S. § 332.
3. Section 1501 of the Code mandates that a public utility must furnish and maintain adequate, efficient, safe, and reasonable service and facilities, and must make such repairs, changes, alterations, substitutions, and improvements in or to such service and facilities as shall be necessary or proper for the accommodation, convenience and safety of its patrons and the public. 66 Pa.C.S. § 1501.
4. The Complainant failed to prove that Peoples rendered unreasonable service.
5. The Complainant failed to prove that she is not responsible for the outstanding balance on her Peoples gas account.

