

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

GLENN DEHAVEN	:	
	:	
Complainant	:	
	:	
v.	:	Docket No. C-2017-2585680
	:	
PECO ENERGY COMPANY	:	
	:	
Respondent	:	

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**REPLY OF  
PECO ENERGY COMPANY TO PETITION FOR RESCISSION**

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Pursuant to 52 Pa Code § 5.533, PECO Energy Company (“PECO”) hereby files its Reply to the Complainant’s Petition for Rescission of the Opinion and order entered on January 17, 2019, in the above-referenced matter and states the following:

**I. Introduction**

The Complainant in this proceeding, Glenn DeHaven, is a landlord who leased his rental property at 184 Hibernia Road, Coatesville, Pennsylvania to PECO customer, Jenny Munson. On January 11, 2017, Complainant filed a formal complaint against PECO. In his formal complaint, Complainant states that his tenants verbally agreed to and signed a part of the lease agreement that said they would be responsible for electric charges for an upper barn, a low voltage dog containment system and a small coy pond on the tenants’ patio. Complainant states that PECO billed him for \$1,800 of foreign wiring charges and he will not be responsible for it.

Respondent, PECO filed an Answer on February 3, 2017, stating that the Complainant’s formal complaint should be dismissed pursuant to 66 Pa.C.S. §1529.1 and Ace Check Cashing, Inc. vs. Phila. Gas Works, Docket No. C-2008-2056428 (Final Order entered May 21, 2010).

PECO filed a Preliminary Objection on February 3, 2017, requesting dismissal of the informal complaint as the company's actions were consistent with the law.

On April 3, 2017, Administrative Law Judge Joel H. Cheskis issued an Initial Decision in the matter of Glenn DeHaven v. PECO Energy, Co., C-2017-2585680 ("Initial Decision"). The Initial Decision sustained PECO's Preliminary Objections and ordered dismissal of the formal complaint for failure to state a claim upon which relief can be granted. The Complainant filed Exceptions to ALJ Cheskis' Initial Decision on May 15, 2017, raising for the first time that PECO applied payments made by the tenant to the tenant's former address balance rather than the usage charges incurred at 184 Hibernia Road. On March 23, 2018, the Commission issued an Opinion and Order dismissing the Complainant's foreign wiring dispute pursuant to 66 Pa.C.S. § 1529.1(b) but remanded the Complainant's former address balance dispute for a hearing on the merits.

On August 31, 2018, ALJ Cheskis issued an Initial Decision, granting the Complainant's formal complaint, and ordered PECO to credit the Complainant's account \$1,602.80 for a former address balance incurred by the Complainant's tenant. On September 25, 2018, PECO filed Exceptions to the Initial Decision, arguing that the Initial Decision did not account for the regulation at 52 Pa. Code § 56.24, which requires PECO to apply the payments made by the tenant to the oldest arrearage that followed her from her prior service address – even though the tenant was simultaneously accruing a new balance for service at 184 Hibernia Road. On January 17, 2019, the Commission reversed ALJ Cheskis' Initial Decision pursuant to 52 Pa. Code § 56.24. The Commission determined:

Because PECO applied the tenant's payments of \$986.69 first to the tenant's older outstanding balance from her prior address in accordance with 52 Pa. Code § 56.24, zero payments were applied to offset the service provided to the tenant at Mr. DeHaven's premises.

The Commission stated:

When foreign wiring is involved, we have not been presented with any argument as to why Section 1529.1(b) must be read in a manner that does not give effect to the plain language of 52 Pa. Code § 56.24.

The Complainant now files a Petition for Rescission of the Commission's Opinion and Order arguing that he did not reply to PECO's Exceptions because he "did not know [he] had to." The Complainant additionally requests a rescission because he claims he was not notified the Commissioners would review the case at a Public Meeting. The Complainant claims had he known, he or Maureen DeHaven would have been present. Finally, the Complainant disputes the unfairness of his tenant not paying her electricity bill for ten months.

PECO respectfully requests that the Commission deny the Complainant's Petition for Rescission. The Complainant has not set forth a good basis to rescind the Commission's Opinion and Order. First, the Secretarial Letter attaching the Initial Decision issued by ALJ Cheskis on September 7, 2018, specifically states: "*Replies to Exceptions, if any, must be filed with the Secretary of Commission.... They are due within ten days of the date Exceptions are due.*" The Complainant did not say that he did not receive ALJ Cheskis' Initial Decision, which clearly specifies these instructions. Second, the Complainant's attendance at the Public Meeting would not change the outcome of the Commission's Opinion and Order as the meeting is observational and he would not have had the opportunity to speak. The Opinion and Order has ample support from the record and correctly applies the law. Section 56.24 states:

**§ 56.24. Application of partial payments among several bills for public utility service.**

In the absence of written instructions, a disputed bill or a payment agreement, payments received by a public utility which are insufficient to pay a balance due both for prior service and for service billed during

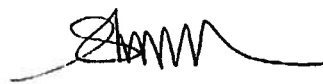
the current billing period shall first be applied to the balance due for prior service.

As previously stated in PECO's Exceptions, PECO applied all payments made to the former address balance consistent with 52 Pa. Code §56.24. When Ms. Munson made a payment, PECO applied the payment to the oldest debt on the account consistent with 52 Pa. Code § 56.24. *Tr. 19; Tr. 29.* For the 10-month billing period Ms. Munson resided at the address, she made 6 payments to her account totaling \$986.69. *Tr. 20.* PECO applied those payments to Ms. Munson's \$1,602.80 former address balance in the "first in first out" manner set forth at §56.24. *Tr. 19.* Accordingly, Mr. DeHaven is not being held responsible for a former address balance. He is being held responsible only for electric usage charges incurred at his rental property, where foreign wiring was found, while Ms. Munson resided there.

Any remaining argument the Complainant has about his tenant not paying her electric bill is a dispute between landlord and tenant. As ALJ Cheskis correctly stated in his first Initial Decision, "Commission precedent requires that the entire balance, including arrearages, be transferred to the landlord. The specific amount of the \$1,800 owed by Mr. DeHaven and the specific amount owed by his tenants is a matter for a court of common pleas."

For the reasons stated above, PECO respectfully requests that the Commission deny the Complainant's Petition for Rescission and uphold the Opinion and Order entered on January 17, 2019, in its entirety.

Respectfully submitted,



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Dated: August 5, 2019

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**CERTIFICATE OF SERVICE**

I, Shawane L. Lee, hereby certify that I have this day served a copy of PECO Energy Company's Reply to Complainant's Petition for Rescission in the above matter upon all interested parties by mailing a copy, properly addressed and postage prepaid to:

Glenn DeHaven  
180 Hibernia Road  
Coatesville, PA 19320

Dated at Philadelphia, Pennsylvania, August 5, 2019.



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