

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Leslie Wilson	:	
	:	
v.	:	C-2019-3009772
	:	
Duquesne Light Company	:	

INITIAL DECISION

Before
Mark A. Hoyer
Deputy Chief Administrative Law Judge

INTRODUCTION

The Formal Complaint of Leslie Wilson is dismissed because she failed to satisfy her burden of proof regarding her claim that she is not responsible for the final bill owed for electric service provided by Duquesne Light Company.

HISTORY OF PROCEEDING

On April 29, 2019, Leslie Wilson (Complainant) filed a Formal Complaint with the Pennsylvania Public Utility Commission (Commission) against Duquesne Light Company (Duquesne Light or Respondent), alleging that she was not responsible for the bill for electric service provided to 215 Anthony Street, First Floor, Pittsburgh, Pennsylvania 15210, even though the account was in her name. Ms. Wilson averred that she did not live at this address and that her son Lamar Wilson is responsible for the bill. Ms. Wilson further averred that payments were not made on the account and that Duquesne Light should have terminated service for non-payment sooner than it did.

On May 29, 2019, Duquesne Light filed an Answer to the Complaint denying the material allegations contained in the Complaint. Duquesne Light averred that Ms. Wilson established service to the property in her own name and is responsible for the account balance that accrued while she was the account holder at the property.

By Call-In Telephone Hearing Notice dated May 31, 2019, the Parties were notified that an initial telephone hearing was scheduled for Thursday, July 18, 2019. On June 6, 2019, I issued a Prehearing Order advising the Parties of the date and time of the scheduled hearing, and of the applicable procedural rules.

The initial call-in telephone hearing convened as scheduled on Thursday, July 18, 2019. Ms. Wilson appeared *pro se* and testified on her own behalf. She did not offer any exhibits. Emily M. Farah, Esquire, appeared on behalf of Duquesne Light and presented the testimony of one witness, Roxanne Morris. Counsel for Duquesne Light offered redacted, pre-marked Exhibits A, E, F, G, H, I, J, K, L, and M. The exhibits offered by Duquesne Light were admitted into evidence. The record consists of the transcript of the hearing and the exhibits. The record closed by Interim Order on August 12, 2019.

FINDINGS OF FACT

1. Complainant, Leslie Wilson, resides at 2407 Laketon Road, Apartment E5W, Pittsburgh, PA 15221 (Tr. 8).
2. On April 7, 2017, Complainant applied for electric utility service with Duquesne Light to establish an account for service at 215 Anthony Street, First Floor, Pittsburgh, PA 15210 (the service address) (Tr. 19-20; Exhibit E).
3. On April 7, 2017, Duquesne Light advised Ms. Wilson that a security deposit in the amount of \$338 was required and that Duquesne Light would establish service if one-half of the requested security deposit was paid by Ms. Wilson (Tr. 20-21; Exhibit E).

4. Ms. Wilson paid one-half of the security deposit in the amount of \$169 on April 7, 2017, and an account for service was established for the service address in her name (Tr. 21, Exhibits A and E).

5. On November 2, 2017, a 10-day termination notice was mailed to Ms. Wilson at the service address scheduling termination for November 13, 2017, because of a past due bill. To avoid termination, a payment of \$220.51 was requested by Duquesne Light (Tr. 23; Exhibit F).

6. No payment was made in response to the November 2, 2017, termination notice but service was not terminated (Tr. 23-24; Exhibit A).

7. On December 5, 2017, Duquesne Light mailed a letter to Ms. Wilson at the service address advising her that her electric bill was past due, and the amount owed was \$316.73 (Tr. 25-26; Exhibit G).

8. On February 6, 2018, Duquesne Light mailed a second letter to Ms. Wilson at the service address advising her that her electric bill was past due, and the amount owed was \$979.01 (Tr. 25-26; Exhibit H).

9. On April 5, 2018, a 10-day termination notice was mailed to Ms. Wilson at the service address scheduling termination for April 16, 2018 because of a past due bill. To avoid termination, a payment of \$1,515.07 was requested by Duquesne Light (Tr. 29-31; Exhibit I).

10. On April 17, 2018, Ms. Wilson contacted Duquesne Light to terminate service to the service address (Tr. 36; Exhibit K).

11. Duquesne Light terminated service in Ms. Wilson's name effective April 17, 2018 (Tr. 37-38; Exhibits L and M).

12. The final account balance for service is \$1,813.59 (Tr. 18; Exhibit A).

DISCUSSION

As the Party seeking affirmative relief from this Commission, Complainant bears the burden of proof. 66 Pa.C.S. § 332(a). Complainant bears the burden of proving by a preponderance of the evidence that Respondent has violated the Public Utility Code or a regulation or order of the Commission. *Se-Ling Hosiery v. Margulies*, 364 Pa. 45, 70 A.2d 854 (1950). Complainant must show that the utility is responsible or accountable for the problem described in the complaint. *Feinstein v. Philadelphia Suburban Water Company*, 50 Pa. PUC 300 (1976).

In addition to determining whether Complainant has satisfied her burden of proof, care must be exercised to ensure that the Commission's decision is supported by substantial evidence. 2 Pa.C.S. § 704. Various Pennsylvania courts have defined the term "substantial evidence" as such relevant evidence that a reasonable mind might accept as adequate to support a conclusion. Substantial evidence is more than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Norfolk & Western Ry. Co. v. Pa. Pub. Util. Comm'n*, 489 Pa.109, 413 A. 2d 1037 (1980); *Murphy v. Dept. of Public Welfare*, 85 Pa. Cmwlth. 23, 480 A.2d 382 (1984).

In the instant case, Ms. Wilson claims she should not be responsible for the electric account at issue because she never lived at the service address and because Duquesne Light should have terminated service for non-payment sooner than it did.

The critical fact established in this case is that Ms. Wilson established service in her name at the service address. It was her responsibility to make payment for the service rendered, regardless of whether she actually lived there. There was no allegation made that Duquesne Light mailed bills to an incorrect address or that Ms. Wilson provided another address for billing purposes.

Ms. Wilson failed to prove that Duquesne Light violated the Public Utility Code, Commission regulations or any Commission orders in this proceeding. Accordingly, the Complaint is denied in the ordering paragraphs to follow.

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 Complainant.

3. Complainant has not met her burden of proving that she is entitled to relief. 66 Pa.C.S. § 332(a).

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Formal Complaint of Leslie Wilson against Duquesne Light Company at Docket No. C-2019-3009772 is denied.

2. That the record at Docket No. C-2019-3009772 be marked closed.

Date: October 30, 2019

/s/
Mark A. Hoyer
Deputy Chief Administrative Law Judge