

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Devon Anderson	:	
	:	
v.	:	F-2019-3008259
	:	
Philadelphia Gas Works	:	

INITIAL DECISION

Before
Eranda Vero
Administrative Law Judge

INTRODUCTION

This Initial Decision sustains the portion of Devon Anderson’s formal Complaint against Philadelphia Gas Works, Docket No. F-2019-3008259, concerning unauthorized usage charges for the period December 31, 2004 through January 11, 2018, and denies the portion of the Complaint concerning unauthorized usage charges for the period January 12,2018 through December 31, 2018.

HISTORY OF THE PROCEEDING

On February 19, 2019, Devon Anderson (Complainant or Mr. Anderson) filed a formal Complaint (Complaint) against Philadelphia Gas Works (PGW or Respondent) with the Pennsylvania Public Utility Commission (Commission) alleging that PGW has improperly charged him for gas usage at his property. In particular, Mr. Anderson avers that he has not used gas service in the past, but that he would like to have gas service at his property in the future. As relief, Mr. Anderson requested that the Commission order PGW to rescind the gas bill issued to him for unmetered gas usage and have gas service activated at his property.

This Complaint is a timely appeal of a decision issued by the Commission's Bureau of Consumer Services at BCS Case No. 3674828, which dismissed his informal complaint.

On March 25, 2019, PGW filed an Answer denying all material allegations of fact and conclusions of law in the Complaint.

A Hearing Notice dated April 24, 2019, notified the parties that the hearing for this case was scheduled on Thursday, June 13, 2019, at 10:00 a.m.

A Prehearing Order was issued on May 3, 2019, reminding the parties of the date and time of the scheduled hearing, informing them of the procedures applicable to this proceeding, and directing the submission of documents prior to the hearing.

On June 6, 2019, counsel for PGW filed a Motion requesting the continuance of the scheduled hearing. As the reason for requesting the continuance, counsel cited the unavailability of a crucial witness on that particular date. The Motion indicated that Mr. Anderson was informed of the request for a continuance and had no objections to it.

By Order dated June 7, 2019, I granted PGW's Motion and cancelled the June 13, 2019 hearing.

A Hearing Notice dated June 7, 2019, notified the parties that the hearing for this case was rescheduled on Friday, July 19, 2019, at 10:00 a.m.

A second Prehearing Order was issued on June 26, 2019, reminding the parties of the date and time of the scheduled hearing, informing them of the procedures applicable to this proceeding, and directing the submission of documents prior to the hearing.

The initial hearing convened as scheduled on July 19, 2019. Devon Anderson appeared *pro se* and testified in support of the Complaint. Mr. Anderson sponsored two exhibits which were admitted into the record. Graciela Christlieb, Esq., represented the Respondent, and

presented the testimony of Peter Paige, Andre Howard, Nicholas Simeo and Tiffany Jones. The Respondent sponsored 10 exhibits, which were admitted into the record.

At the hearing, Mr. Anderson presented a video of the Service Address recorded on his mobile phone. He testified on the content of the video and was cross-examined on it by PGW's counsel. PGW's witness, Mr. Howard, also testified on the content of Mr. Anderson's video. Mr. Anderson was instructed to submit an electronic copy of the video as an exhibit for the record by no later than August 2, 2019. PGW was instructed to file any written objections to the admission of the recording into the record by no later than August 16, 2019. Recognizing the technical difficulties that are often associated with the transfer of a video file from a mobile phone into a different medium, the parties agreed to stipulate to some of the information included on the video.

Mr. Anderson submitted an electronic copy of the video in a timely manner. Unfortunately, the video file was not submitted in a format that could be recognized or accessed by the Commission's system.

The record in this matter closed upon receipt of my copy of the transcript on August 19, 2019.

FINDINGS OF FACT

1. The Complainant is Devon Anderson who resides at 533 S. 57th Street, Apt #2F, Philadelphia, PA 19143 (Service Address). Tr. 7.
2. Respondent is Philadelphia Gas Works.
3. Complainant resides at the Service Address with his fiancé and his fiancé's mother. Tr. 13, 27.

4. Complainant's daughter also resides at the Service Address intermittently.
Tr. 13.

5. Complainant bought the Service Address on December 31, 2004. Tr. 8.

6. At the time of the purchase, the Service Address was a commercial building. Tr. 8, see also PGW Exhibit 6.

7. Since the time of the purchase, the Complainant has worked hard to turn the Service Address into his home. Tr. 8.

8. The Service Address consists of two floors, and Mr. Anderson uses both floors for his residential needs. Tr. 8.

9. As of the day of the hearing, there were multiple electric baseboard heaters installed around the first and second floor of the Service Address, as well as an electric space heater located in the basement. Tr. 139-41.

10. Some of the electric heaters are installed next to wall-mounted radiators.
Tr. 141.

11. The Complainant has an electric stove, range, washer and dryer. Tr. 9.

12. Mr. Anderson purchased a gas water heater from a friend at or around January 12, 2018. Tr. 9-10, Complainant Exhibit 2.

13. On February 5, 2018, the Complainant purchased a gas house heater and he "put it in." Tr. 9, Complainant Exhibit 2.

14. Nicholas Simeo testified as a supervisor in the revenue protection unit and field services at PGW, in charge of investigating instances of gas theft. Tr. 95-96.

15. On June 13, 2000, the then customer of record for the Service Address, Shirley Pannell, requested that gas service be shut off at the Service Address for the two accounts and meters connected to the property. Tr. 97-98, PGW Exhibit 4.

16. On June 15, 2000, PGW executed the service shut off at the Service Address, by shutting off meters Nos. 1946063 (second floor) and 1946078 (first floor) at the meter valve with bike locks. Tr. 97-101, PGW Exhibit 4.

17. From June 15, 2000 to February 2012, no one contacted PGW to request gas service at the Service Address. Tr. 101-102.

18. Because the gas had been off at the Service Address for an extended period of time, on February 2012, PGW issued meter reclamation orders for the two gas meters serving the property: meters Nos. 1946063 (first floor) and 1946078 (second floor). Tr. 102-103, 121, PGW Exhibit 5.

19. On February 23, 2012, a PGW technician visited the Service Address to remove the two gas meters. Tr. 103, PGW Exhibit 5.

20. At the time of the February 23, 2012 field visit, the technician found gas on at the property. Tr. 103.

21. He also found that the property was occupied but he was unable to gain access to it. Tr. 103, 105, PGW Exhibit 5.

22. The technician was unable to remove the two meters from the property but shut the gas off at the curb box. Tr. 104, PGW Exhibit 5.

23. Peter Paige is a field service technician for PGW. Tr. 44.

24. On December 31, 2018, Mr. Paige conducted a safety curb valve recheck at the Service Address where gas service was supposed to be off. Tr. 47, PGW Exhibit 1, see also Tr. 105.

25. At the location, Mr. Paige found gas on at the curb valve. Tr. 47, PGW Exhibit 1, see also Tr. 105.

26. Mr. Paige shut the gas service off at the curb with an expander. Tr. 48-49, PGW Exhibit 1.

27. An expander is an anti-theft device designed to prevent further turning on of the gas valve. Tr. 48-49, 113, PGW Exhibit 1.

28. During the December 31, 2018 safety recheck, Mr. Paige was unable to gain access to the Service Address. Tr. 49-50, PGW Exhibit 1.

29. On January 2, 2019, Mr. Anderson visited a PGW office to apply for gas service at the Service Address. Tr. 107, PGW Exhibit 9.

30. Andre Howard is a field service technician for PGW. Tr. 56.

31. On January 8, 2019, Mr. Howard conducted an unbilled usage investigation at the Service Address. Tr. 58-59, PGW Exhibit 2.

32. During the January 8, 2019 investigation, Mr. Howard found gas service at the property off and left it off. Tr. 58, PGW Exhibit 2.

33. During the January 8, 2019 investigation, Mr. Howard walked through the first floor of the property and the basement where he was told the gas appliances were located. Tr. 60-61.

34. Mr. Howard found two gas appliances at the property: a gas heater and a gas water heater. Tr. 59, PGW Exhibit 2.

35. Mr. Howard took gas readings from each of the two gas appliances using his SENSIT GDI (gas detecting instrument). Tr. 62-63.

36. One reading was 36.4 LEL (Lower Explosive Level) and the other was 48.6 LEL. Tr. 63, PGW Exhibit 3.

37. The 36.4 LEL and 48.6 LEL readings from the gas appliances found at the Service Address on January 8, 2019, showed the presence of residual gas in the fuel line. Tr. 64, 114.

38. When gas service has been off for an extended period of time, the SENSIT device records 0 readings. Tr. 64, 124-25.

39. There were two gas meters in the basement of the Service Address. Tr. 83-84.

40. Mr. Howard found out that there was a washer missing from one of the gas meters found at the property. Tr. 65, PGW Exhibit 3.

41. A washer is a black rubber ring that sits between a swivel and the outlet of the meter creating a seal that prevents potential gas leaks. Tr. 67.

42. All PGW technicians are trained to install washers in the gas meters. Tr. 68.

43. A missing washer indicates that the meter was taken down and put back in place without the washer. Tr. 68, 85.

44. Mr. Howard removed the gas meter with the missing washer, meter No. 1946078, from the property. Tr. 122, PGW Exhibit 3.

45. Gas meter # 1946078, which Mr. Howard removed from the Service Address on January 8, 2019, did not have a bike lock on it. Tr. 83-84.

46. The other gas meter had a bike lock on it and was left in place. Tr. 83, 87-88.

47. The gas meter # 1946078 had two gas appliances connected to it: the gas house heater and gas water heater. Tr. 88.

48. The gas house heater and gas water heater were the two appliances from which Mr. Howard got the residual gas readings. *Id.*

49. Tiffany Jones is a customer review officer with PGW, in charge of investigating informal and formal complaints that PGW customers file with the Commission. Tr. 127.

50. Following Mr. Howard's field investigation, PGW assessed \$26,079.11 in theft of service charges against Mr. Anderson. Tr. 129, PGW Exhibit 7.

51. In order to calculate the charges related to the unauthorized usage of gas service at the Service Address, PGW used the BTUs of gas heater and gas water heater that were found connected to the fuel line, as well as the degree days for the historical period December 31, 2004 to December 31, 2018. Tr. 129.

52. There was no historical usage available for the Service Address. Tr. 129.

DISCUSSION

In his formal Complaint, Mr. Anderson alleged that PGW is improperly holding him responsible for unauthorized usage of gas at his property. In particular, Mr. Anderson avers that he has not used gas service in the past, but that he would like to have gas service at his property in the future. As relief, Mr. Anderson requested that the Commission order PGW to rescind the gas bill issued to him for unmetered gas usage and have gas service activated at his property.

As the proponent of a rule or order, the Complainant in this proceeding bears the burden of proof pursuant to Section 332(a) of the Public Utility Code (Code), 66 Pa.C.S.A. § 332(a). In *Waldron v. Philadelphia Electric Company*, 54 Pa. PUC 98 (1980) (*Waldron*), the Commission explained the process for initially meeting the burden of proof. A complainant must first establish a *prima facie* case, showing that the utility breached some duty owed to the complainant, in that the utility violated the Public Utility Code or a regulation or order of the Commission. 66 Pa.C.S.A. § 701. If the complainant establishes a *prima facie* case, then the burden of going forward with the evidence, but not the ultimate burden of proof, shifts to the utility to rebut the *prima facie* case with evidence which is at least co-equal. If the utility presents co-equal evidence, the burden of going forward shifts back to the complainant, to rebut the utility's case by a preponderance of the evidence. *Poorbaugh v. West Penn Power Company*, 1994 Pa. PUC LEXIS 95, *vacated* on other grounds, 666 A.2d 744 (Pa.Cmwlth. 1995) (*Poorbaugh*). Preponderance of the evidence means that the party with the burden of proof has presented evidence that is more convincing than that presented by the other party. *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600 (Pa.Cmwlth. 1990) *alloc. den.*, 529 Pa. 654, 602 A.2d 863 (1992). While the burden of persuasion may shift back and forth during a proceeding, the burden of proof never shifts. The burden of proof always remains on the party seeking affirmative relief from the Commission. *Milkie v. Pa. Pub. Util. Comm'n*, 768 A.2d 1217 (Pa.Cmwlth. 2001).

In addition, the Commission's decision must be supported by "substantial evidence," which consists of evidence that a reasonable mind might accept as adequate to support a conclusion. A mere "trace of evidence or a suspicion of the existence of a fact" is

insufficient. *Norfolk and Western Railway Co. v. Pa. Pub. Util. Comm'n*, 489 Pa. 109, 413 A.2d 1037 (1980).

At the evidentiary hearing, Mr. Anderson made a *prima facie* case that PGW improperly assessed charges against him in connection with their finding of a tampered meter at the Service Address. Complainant testified that he resides at the property with his fiancé and his fiancé's mother. Tr. 13, 27. His daughter also resides at the property intermittently. Tr. 13. Complainant bought the Service Address on December 31, 2004 as a shell. The Service Address was a commercial building in 2004 when the Complainant purchased it. Tr. 8, see also PGW Exhibit 6. Since then, the Complainant has turned it into his home. The Service Address consists of two floors, and Mr. Anderson testified that he uses both floors for his residential needs. Tr. 8. He explained that the property was a "shell" at the time of the purchase and suspected that squatters had removed pipes, wires and equipment from the property prior to his purchase of it. Tr. 9, Complainant Exhibit 1. Mr. Anderson added that while he worked to make the space livable, it was easier and cheaper to use baseboard heaters and an electric water tank. He insisted that the entire Service Address ran on electricity and that there were no gas appliances in operation there. Tr. 9. In support of his testimony, Mr. Anderson produced a video of his property recorded on his mobile phone the day before the hearing. Tr. 13-14, 140. The video showed multiple electric baseboard heaters installed around the first and second floors of the Service Address, as well as an electric space heater located in the basement. The parties stipulated that the video showed the Service Address, which showed several electric heaters located in the various rooms of the property - some of which are sitting next to wall-mounted radiators. Tr. 139-41.

Mr. Anderson further testified that on February 5, 2018, he purchased a cheap gas house heater and he "put it in." Tr. 9, Complainant Exhibit 2. He also got a gas water heater from a friend around January of 2018. Tr. 9-10, Complainant Exhibit 2. He stated that he did not "turn on" the two gas appliances but instead went to PGW around January of 2019 to request gas service for the Service Address. Tr. 10-11. A PGW representative informed Mr. Anderson that a PGW technician would visit and inspect the Service Address since there had been no gas service in the property for so long. Tr. 11. The Service Address was equipped with two gas

meters. Tr. 21-22. The PGW technician who visited the Service Address removed one of the gas meters found at the property. Tr. 11. Afterwards, PGW claimed that Complainant had tampered with the gas meter and issued a bill for the unauthorized usage of gas. Tr. 11.

Mr. Anderson claimed he never had gas service at the Service Address. Tr. 7-8.

In rebuttal, Nicholas Simeo testified as a supervisor in the revenue protection unit and field services at PGW, in charge of investigating instances of gas theft. Tr. 95-96. Mr. Simeo testified that on June 13, 2000, the then customer of record for the Service Address, Shirley Pannell, requested that gas service be shut off at the Service Address for both accounts and meters connected to the property. Tr. 97-98, PGW Exhibit 4. On June 15, 2000, PGW executed the service shut off at the Service Address, by shutting off meters Nos. 1946063 (second floor) and 1946078 (first floor) at the meter valve with bike locks. Tr. 97-101, PGW Exhibit 4. Mr. Simeo explained that from June 15, 2000, to February 2012, no one contacted PGW to request gas service at the Service Address. Tr. 101-102.

Because the gas had been off at the Service Address for an extended period of time, on February 2012, PGW issued meter reclamation orders for the two gas meters serving the property: meters Nos. 1946063 (first floor) and 1946078 (second floor). Tr. 102-103, 121, PGW Exhibit 5. Mr. Simeo testified that a PGW technician visited the Service Address on February 23, 2012, to remove the two gas meters. Tr. 103, PGW Exhibit 5. At the time of the visit, the technician found gas on at the property. Tr. 103. He also found that the property was occupied but he was unable to gain access to it. Tr. 103, 105, PGW Exhibit 5. The technician was unable to remove the two meters from the property but shut the gas off at the curb box. Tr. 104, PGW Exhibit 5.

Peter Paige is a field service technician for PGW. Tr. 44. Mr. Paige testified that, on December 31, 2018, he conducted a safety curb valve recheck at the Service Address where gas service was supposed to be off. At the location, Mr. Paige found gas on at the curb valve. Tr. 47, PGW Exhibit 1, see also Tr. 105. He shut the gas service off at the curb with an expander, which is an anti-theft device designed to prevent further turning on of the gas valve.

Tr. 48-49, PGW Exhibit 1. During the December 31, 2018 safety recheck, Mr. Paige was unable to gain access to the Service Address. Tr. 49-50, PGW Exhibit 1. He testified that he did not leave a termination notice at the door of the Service Address because service should have been off since June of 2000. Tr. 51-52.

Adding to PGW's case, Nicholas Simeo testified that on January 2, 2019, Mr. Anderson visited a PGW office to apply for gas service at the Service Address. Tr. 107, PGW Exhibit 9. According to Mr. Simeo the time of Mr. Anderson's application for service, a mere two days after gas service was shut off at the curb box with an expander, was an indication of theft of service at the Service Address. Tr. 111.

Andre Howard testified as a field service technician for PGW. Tr. 56. On January 8, 2019, Mr. Howard conducted an unbilled usage investigation at the Service Address. Tr. 58-59, PGW Exhibit 2. He found gas service at the property off and left it off. Tr. 58, PGW Exhibit 2. He walked through the first floor of the property and the basement where he was told the gas appliances were located. Tr. 60-61. He found two gas appliances at the property: a gas heater and a gas water heater. Tr. 59, PGW Exhibit 2. Mr. Howard took gas readings from each of the two gas appliances using his SENSIT GDI (gas detecting instrument). Tr. 62-63. One reading was 36.4 LEL (Lower Explosive Level) and the other was 48.6 LEL. Tr. 63, PGW Exhibit 3. According to Mr. Howard, these readings show the presence of residual gas in the fuel line. Tr. 64. Mr. Howard testified that, if the gas had been off for an extended period of time, the SENSIT device would record no readings. Tr. 64.

Mr. Howard testified that there were two gas meters in the basement of the Service Address. Tr. 83-84. Upon further inspection, he found out that there was a washer missing from one of the gas meters found at the property. Tr. 65, PGW Exhibit 3. Mr. Howard explained that a washer is a black rubber ring that sits between a swivel and the outlet of the meter creating a seal that prevents potential gas leaks. Tr. 67. All PGW technicians are trained to install washers in the gas meters. Tr. 68. According to Mr. Howard, a missing washer indicates that the meter was taken down and put back in place without the washer. Tr. 68, 85. Mr. Howard removed the gas meter with the missing washer, meter # 1946078, from the

property. Tr. 122, PGW Exhibit 3. The gas meter that was removed did not have a bike lock on it. Tr. 83-84. The other gas meter had a bike lock on it and was left in place. Tr. 83, 87-88. In addition, Mr. Howard testified that gas meter No. 1946078, which he removed from the Service Address had two gas appliances connected to it: the gas house heater and gas water heater. Tr. 88. Those were the two appliances from which Mr. Howard got the residual gas readings from. *Id.*

In his testimony, Mr. Simeo confirmed Mr. Howard's statement that the GDI readings taken from the two gas appliances on the day of the field visit indicated that gas was recently flowing through the pipes on the property. Tr. 114. According to Mr. Simeo, the GDI readings were consistent with gas being shut off for about a week, not with gas being shut off in 2000 or 2012. Tr. 114-15. Like Mr. Howard, Mr. Simeo testified that, if the gas had not flown through the pipes since 2000 or even 2012, the GDI readings would have been zero (0). *Id.* Instead, the GDI readings of readings 36.4, and 48.6 LEL taken by Mr. Howard on January 8, 2019 were reasonable in view of the fact that Mr. Paige had shut the gas off at the curb just eight days prior, on December 31, 2018. Tr. 124-25. Mr. Simeo further clarified that, after the service was shut off in June of 2000 at the customer's request, both meters should have had bike locks on them, yet when Mr. Howard visited the property only one of them had a bike lock on it. Tr. 115, 117.

Lastly, Tiffany Jones testified as a customer review officer with PGW, in charge of investigating informal and formal complaints that PGW customers file with the Commission. Tr. 127. She testified on PGW's process of calculating charges to Mr. Howard once the Respondent made the determination that theft of service had occurred at the Service Address. Mr. Jones explained that there was no historical usage available for the Service Address. Tr. 129. Therefore, in order to calculate the charges related to the unauthorized usage of gas service at the Service Address, PGW used the BTUs of the appliances that were found connected to the fuel line as well as the degree days for the historical period December 31, 2004 to December 31, 2018. Tr. 129. The charges amount to \$26,079.11. Tr. 129, PGW Exhibit 7.

Upon careful review of the record, I find that the preponderance of the evidence indicates that gas service at the Service Address was shut off in June of 2000 at the request of the previous ratepayer. Mr. Anderson became the owner of the property as of December 31, 2004. Although no one applied to obtain gas service at the Service Address during the period December 2004 – January 2019, gas service was found on at the property in 2012 and again in December of 2018.

Mr. Anderson testified convincingly that he relied on electric heat for a period of time and that all his other appliances ran on electricity. He also submitted documentation evidencing his purchase of a gas heater and gas water heater in early 2018. If Mr. Anderson had continuously availed himself of gas service from December 31, 2004 to December 31, 2018 – as PGW suggested based on the finding of gas service on February of 2012 and December of 2018 – then he would have had no need for all the electric appliances found on his property. In addition, it is noteworthy that in June of 2000, PGW shut off gas service at the property by installing bike locks at the meter valves. Tr. 97-101, PGW Exhibit 4. However, in December of 2012, PGW found gas on at the curb box but could not gain access to the meters. Based on the foregoing, it is more likely than not that by 2012 Mr. Anderson had inadvertently inherited the unauthorized usage of gas from the previous owner of the Service Address.

PGW successfully rebutted Mr. Anderson's testimony of the absence of gas service at the Service Address as of December 31, 2018. Not only did PGW bring forth evidence of a tampered gas meter¹, but it also drew attention to the time of Mr. Anderson's decision to apply for gas service two mere days after the service was turned off at the curb box. I agree with PGW that the residual gas readings taken at the Service Address during the December 31, 2018 investigation, and the time of Mr. Anderson's application is suspect and undermines the veracity of his statements concerning the absence of gas service at the Service Address. In view of the above, I find that the Complainant has successfully carried his burden of proving that he was

¹ At the hearing, Complainant argued that PGW Exhibit 3 is not a picture of meter No. 1946078 that was removed from his basement by Mr. Howard. Tr. 20-21. Although, PGW Exhibit 3 does not show the meter number, Mr. Simeo successfully rebutted Mr. Anderson's claim by sponsoring PGW Exhibit 10 which showed that PGW has in its possession meter # 1946078 and has removed it from its system. Tr. 126, PGW Exhibit 10.

improperly held responsible for gas service at the Service Address during the period December 31, 2004 to January 11, 2018. Complainant has failed to carry his burden of proving that the Respondent improperly charged him for unauthorized gas service at the Service Address during the period January 12, 2018 to December 31, 2018.

The Commission's regulation at 52 Pa.Code § 56.191(d) allow a public utility to require the payment of any outstanding balance or portion of an outstanding balance if the applicant or customer resided at the property for which service is requested during the time the outstanding balance accrued and for the time the applicant or customer resided there, not exceeding four years prior to the date of requesting that service be restored. Consequently, PGW shall recalculate Mr. Anderson's charges related to the unauthorized usage of gas to cover the period January 12, 2018 – December 31, 2018. PGW is further ordered to issue a new makeup bill to Complainant and provide a copy of the same to the Commission's Bureau of Consumer Services within thirty (30) days of the date of this Order.

CONCLUSIONS OF LAW

1. The party filing the Complaint bears the burden of proving that she is entitled to relief from the Commission. 66 Pa.C.S.A. § 332(a)
2. "Burden of proof" means a duty to establish one's case by a preponderance of the evidence, which requires that the evidence be more convincing by even the smallest degree, than the evidence presented by the other side. *Se-Ling Hosiery, Inc. v. Margulies*, 364 Pa. 45, 70 A.2d 854 (1950).
3. The Commission has jurisdiction over the parties to and the subject matter of this proceeding. 66 Pa.C.S.A. § 701.
4. Complainant successfully carried his burden of proving that he is not responsible for charges related to previously unbilled services due to theft covering the period

December 31, 2004 – January 11, 2018. 66 Pa.C.S.A. § 1407(d) and (e); 52 Pa.Code §§ 56.2, 56.35(b).

5. Complainant failed to carry his burden of proving that he is not responsible for charges related to previously unbilled services due to theft covering the period January 12, 2018 – December 31, 2018. 66 Pa.C.S.A. § 1407(d) and (e); 52 Pa.Code §§ 56.2, 56.35(b).

ORDER

THEREFORE,

IT IS ORDERED:

1. That the formal Complaint filed by Devon Anderson against Philadelphia Gas Works at Docket No. F-2019-3008259 is granted in part and denied in part.

2. That the formal Complaint filed by Devon Anderson against Philadelphia Gas Works at Docket No. F-2019-3008259 is granted in part with regard to Mr. Anderson's claim that he is not responsible for the unauthorized usage of gas during the period from December 31, 2004 through January 11, 2018.

3. That the formal Complaint filed by Philadelphia Gas Works at Docket No. F-2019-3008259 is denied in part with regard to Mr. Anderson's claim that he is not responsible for the unauthorized usage of gas during the period from January 12, 2018 through December 31, 2018.

4. That Philadelphia Gas Works shall recalculate Devon Anderson's makeup bill to cover only the period from January 12, 2018 through December 31, 2018.

