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VIA E-Mail

Pa. Public Utility Commission's
Office of Special Assistants
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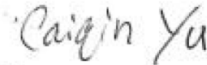
RE: CAIQIN YU v. PECO Energy Company
Docket No. F-2019-3012278

Dear Sir / Madam:

Enclosed for filing with the Commission are **CAIQIN YU's reply to PECO Energy's Reply Exceptions.**

I have enclosed a Certificate of Service showing that a copy of the above document was served on the interested parties. Thank you for your time and attention on this matter.

Sincerely



Caiqin Yu

Cc: Certificate of Service

CAIQIN YU v. PECO Energy Company
Docket No. F-2019-3012278

CAIQIN YU's reply to PECO Energy's Reply Exceptions.

I have been waiting, waiting for a real objective evidence: at 4712 Oxford Ave, 3rd floor meter Circuits, there was a light on the 1st floor hallway, there were two lights on the second floor hallway, they could be controlled by a switch on the 3rd floor hallway.

But there seems to be no more. Well, now I respond to **REPLY EXCEPTIONS OF PECO ENERGY COMPANY (4/22/2020,eFiling Confirmation Number: 1877495)**

REPLY EXCEPTIONS OF PECO ENERGY COMPANY

P3-paragraph 2

She states that the charges also encompass billing fees for when the tenant resided on the 2nd floor, and not the 3rd floor, where the foreign wiring existed. This argument is without merit.

Respond:

In my complaint (8/4/2019))and my Exceptions(4/16/2020),I never state that the charges also encompass billing fees for when the tenant resided on the 2nd floor, and not the 3rd floor.

Please do not make muddy the water!

P3-paragraph 3

He found that the common hall lighting for the first and 2nd floor was connected to the meter on the third floor.

Please provide real objective evidence!

REPLY EXCEPTIONS OF PECO ENERGY COMPANY

P4-paragraph 2

When Inspector Saunders turned the power off to the 3rd floor meter, he confirmed that the hallway lights were affected, which established foreign wiring.

Respond:

Inspector Aaron Saunders proved during the hearing that he inspected the corridor lights after I arrived. After I arrived, he did not check the lights instead of we immediately went to the basement and turned the power off. and also the power was only turned off one time, so he couldn't establish a logical

relationship by turning off the power.

REPLY EXCEPTIONS OF PECO ENERGY COMPANY

P4-paragraph 3

Moreover, on March 18, 2019, the Complainant, herself, contacted PECO and advised that she had corrected the foreign wiring condition. On March 22, 2019, a high bill field technician went to the premises and confirmed that the foreign wiring condition had been corrected. The fact that the foreign wiring was corrected by the Complainant, makes her argument that foreign wiring did not initially exist a moot argument. Thus, the Commission should sustain the Initial Decision of ALJ Heep. The Complainant does not allege that the ALJ made an error of law or abused her discretion in any manner. Instead, Complainant excepts to the decision issued by ALJ Heep because she simply disagrees with the ALJ's decision and with the foreign wiring amount that was transferred into her name.

Respond:

I already explained on my complaint on 8/4/2019 and **EXCEPTIONS OF CAIQIN YU**-Yu's reply8 on 4/16/2020

"At that time, it was a misunderstanding of things, just because my English ability was limited....."

Please do not make muddy the water!!

REPLY EXCEPTIONS OF PECO ENERGY COMPANY

P5

Consistent with 1-A Realty v. PPL Electric Utilities Corp., Docket Nos. F-2010-2166554 and F-2010-2166976 (Order entered April 12, 2012), the landlord shall be responsible for payment for the utility services rendered to the rental property when in a foreign load is found. More recently, the Commission reached the same result in the matter Phong Hoang v. PECO Energy Company, Docket No. F-2013-2379929 (Final Order entered, February 27, 2014).

In Phong Hoang, the Complainant argued that he should not be responsible for his tenant's balance and requested that the PUC order PECO to transfer the tenant's balance back to the tenant. Administrative Law Judge Mary D. Long granted PECO Energy's Preliminary Objection and dismissed Mr. Hoang's formal complaint in a well-reasoned opinion wherein she stated the Complainant property owner "simply states that he does not feel that is "fair" that he is responsible for the tenant's arrearages even though a foreign load was found in the rental property." ALJ Long opined that "while it may seem that it is a harsh result where arrearages may be large and the foreign load may be small, the fact remains that Section 1529.1 mandates that the entire account balance be transferred to the landlord."

Through her exceptions, the Complainant cannot attempt to revise current

statutes and case law on the issue of 66 Pa.C.S. § 1529.1 and raise what is essentially a landlord tenant dispute, regarding the foreign wiring balance that should be attributable to her as opposed to the amount attributable to her tenant. That is a matter to be resolved in the Court of Common Pleas as it is outside the Commission's jurisdiction. ALJ Heep correctly concluded that the Complainant's case should be dismissed because PECO Energy acted according to the law by transferring the arrearages and account to the Complainant. Accordingly, ALJ Heep' decision to dismiss the Complainant's case against PECO Energy should be upheld.

Respond:

As an example, the above case is meaningless, because it has nothing to do with the focus of my case. The focus of my case is, whether there is a foreign load.

Please do not make muddy the water!!!

For the reasons set forth above, I respectfully requests that the Commission arrange hearings or other procedures.

Additional words:

PECO is a big company, have they been bullying customers like this? They clearly know that any client has a burden of proof if they want to legally sue them. But it seems that they do not need any real objective evidence when they bully the client! They transferred the tenant's bill to me, based only solely on one's notes, without any objective evidence. In my case, PECO was a potential stakeholder. They are not only athletes but also referees! Obviously, this is an unreasonable. Yes, in law, who claims who will has a burden of proof. For PECO, the client's proof is usually almost impossible.

My case could start and continue. All the prerequisites seem to be accidental factors: I & L letter, inspector 's error, special communication method(SMS) between me and the tenant, and also the conditions I have personally, good at computer network, investigative journalist experience, logical thinking skills, etc ... Any lack of them, would result in even being unable to start ...

So, they bully customers and seem to have always been the winner.....

But lies are lies, and lies cannot become truth. Even clever tongues, make muddy the water, or arrogant debates and quibble, can't deceive wisdom and rational minds, and also God

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Certificate of Service

I, Caiqin Yu, hereby certify that I have this day served a copy of **CAIQIN YU's reply to PECO Energy's Reply Exceptions** in the above matter upon all interested parties by emailing an electronic copy to:

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Dated: May 14, 2020

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