

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Candice Jones	:	
	:	
v.	:	F-2019-3012336
	:	
PPL Electric Utilities Corporation	:	
(Complaint/Appellant)	:	

**INITIAL DECISION**

Before  
Joel H. Cheskis  
Deputy Chief Administrative Law Judge

**INTRODUCTION**

This decision sustains a formal complaint filed by an electric distribution company in response to a decision of the Commission’s Bureau of Consumer Services that sustained in part and denied in part an informal complaint filed by a customer of the company. The formal complaint is sustained because the actions of the electric distribution company did not violate the Public Utility Code or a Commission order or regulation when the company placed a disputed account balance on the customer’s account when no foreign wiring was found at the service address.

**HISTORY OF THE PROCEEDING**

On August 7, 2019, PPL Electric Utilities Corporation (PPL) filed a formal complaint with the Pennsylvania Public Utility Commission (Commission), docket number F-2019-3012336, to appeal a decision of the Commission’s Bureau of Consumer Services (BCS), case number 3658669 involving an informal complaint filed by Candice Jones, a customer of

PPL. In its complaint, PPL averred that Ms. Jones advised PPL of concerns related to foreign wiring but that PPL twice was unable to access all locations within Ms. Jones' premises. As a result of Ms. Jones' report that there was foreign wiring at the service address, PPL transferred the balance of Ms. Jones' account to her landlord. Subsequently, however, PPL was able to gain access to the premises and determined that no foreign load existed affecting Ms. Jones' apartment. PPL therefore transferred the entire amount of \$1,268.32 from Ms. Jones' landlord back to Ms. Jones. As discussed further below, BCS determined that it was reasonable that the landlord could have corrected the foreign wiring between the time PPL could not initially access the property and when they were subsequently able to and that there was no evidence to transfer the balance of \$1,268.32 back to Ms. Jones. PPL filed an appeal of the BCS decision because it believed that BCS created a new obligation on PPL to infer that foreign wiring exists and is corrected by a landlord if immediate access to a rental premise is not provided even though there is no statute, rule or regulation which provides that in the event of a delay between a report of foreign wiring and a provision of access to a property, the utility must transfer the balance permanently to the landlord. PPL objected to any determination that it be required to infer that any delay in access to a premises results in a presumption of foreign wiring that cannot be overcome by later inspection.

On September 24, 2019, a call-in telephonic hearing notice was issued setting an initial call-in telephonic hearing for Monday, November 4, 2019 at 10:00 a.m. and assigning Administrative Law Judge (ALJ) Andrew M. Calvelli as the presiding officer. A prehearing order was issued on October 24, 2019 setting forth various rules and regulations that will govern that hearing.

The hearing convened on November 4, 2019, as scheduled. Kimberly Krupka, Esquire, appeared on behalf of PPL. No one appeared on behalf of Ms. Jones. Ms. Krupka presented one witness who sponsored five exhibits that were admitted into the record and a transcript of 35 pages was created.

By email to ALJ Calvelli on November 6, 2019, however, Ms. Jones indicated that she believed the hearing was scheduled for a different date and requested a second hearing be scheduled. PPL did not object to Ms. Jones' request and ALJ Calvelli granted the request.

As a result, a second hearing notice was issued on December 27, 2019 scheduling a further call-in telephonic hearing for Wednesday, February 19, 2020 at 10:00 a.m. for the purpose of taking testimony from Ms. Jones. A second prehearing order was issued on February 3, 2020.

The second hearing convened on February 19, 2020, as scheduled. Again, Ms. Krupka appeared on behalf of PPL. Ms. Jones also appeared. An additional 27 pages of transcript was created.

The record in this case consists of both transcripts totaling 62 pages and the five exhibits sponsored by PPL's witness. The record in this case closed on March 18, 2020 when the second transcript was submitted to the Commission.

PPL's complaint is ready for disposition. For the reasons discussed below, PPL's complaint will be sustained.

#### FINDINGS OF FACT

1. The Complainant in this case is Candice Jones.
2. The Complaint-Appellant in this case is PPL Electric Utilities Corporation.
3. The service address is 313 Main Street, Apartment 1, Slatington, PA.
4. Ms. Jones moved to the service address in May 2018. Tr. 41, 52.

5. After living at 313 Main Street for two weeks, Ms. Jones received a bill from PPL for approximately \$500. Tr. 42.

6. After receiving the bill for approximately \$500 from PPL, Ms. Jones called PPL and her landlord to discuss the matter. Tr. 42.

7. Ms. Jones' downstairs neighbor did not have electricity for two days after Ms. Jones moved into her apartment. Tr. 43.

8. A shut off notice was placed on Ms. Jones' door on May 17, 2018. Tr. 43.

9. Ms. Jones filed an informal complaint with the Commission's Bureau of Consumer Services, case number 3658669. Tr. 47.

10. Ms. Jones had power surges in her apartment where only a portion of her apartment would lose electricity. Tr. 55.

11. When Ms. Jones' neighbor would lose power, Ms. Jones would lose power in a portion of her apartment as well. Tr. 57.

12. Dennis Worthington is a supervisor of regulatory compliance for PPL, oversees three people who respond to informal complaints filed at BCS against PPL and is responsible for how PPL handles issues related to foreign wiring. Tr. 6-7.

13. PPL Exhibit Number 1 is the account activity statement for Ms. Jones at the service address for the period June 1, 2018 to August 12, 2019. Tr. 8; PPL Exh. No. 1.

14. PPL Exhibit Number 2 is the account contact history for Ms. Jones at the service address for the period of May 17, 2018 to July 31, 2019. Tr. 9; PPL Exh. No. 2.

15. On July 3, 2018, Ms. Jones called PPL to allege that the person who resided below her apartment is connected to her meter in some capacity. Tr. 9-10; PPL Exh. No. 2.

16. Ms. Jones' allegation to PPL on July 3, 2018 raised concerns of foreign load. Tr. 10.

17. Foreign load, also sometimes called foreign wiring, is a situation where the wiring in an apartment building is not accurate causing one tenant to be burdened with paying for more than he or she is able to use or control. Tr. 11.

18. In response to Ms. Jones' call, PPL attempted to conduct a field investigation on August 7, 2018. Tr. 11.

19. PPL Exhibit Number 7 is the paperwork that the field investigator will use to document findings in a foreign wiring investigation. Tr. 12; PPL Exh. No. 7.

20. On August 7, 2018, the PPL field representative visited the service address but was unable to gain access to the full building because one of the tenants who was in the process of being evicted had changed the locks. Tr. 13.

21. At the end of the investigation, the account remained in the name of Ms. Jones. Tr. 13.

22. Despite being unable to obtain access to the neighbor's property, there was nothing in Ms. Jones' allegations that warranted taking the account out of Ms. Jones' name. Tr. 13.

23. On October 9, 2018, Ms. Jones again contacted PPL to complain that her electricity was being stolen. Tr. 14; PPL Exh. No. 2.

24. In response to Ms. Jones' call on October 9, 2018, PPL attempted a second field investigation on November 9, 2018. Tr. 14; PPL Exh. No. 7.

25. After again not being able to gain access to the service address a second time, PPL started a new account in the name of the landlord, George Steinhauser, canceled Ms. Jones' account and transferred her unpaid arrears to Mr. Steinhauser's account. Tr. 15; PPL Exh. No. 3.

26. PPL Exhibit Number 3 is the account activity statement for the service address in Mr. Steinhauser's name. Tr. 15; PPL Exh. No. 3.

27. A PPL field investigator was able to obtain access to the service address in December 2018 but did not find any foreign wiring affecting Ms. Jones' account. Tr. 16.

28. Upon finding that there was no evidence of foreign wiring at the service address, PPL reversed its prior actions by canceling the account in Mr. Steinhauser's name and placing the account balance back onto Ms. Jones' account. Tr. 16.

29. PPL Exhibit Number 5 is a second account activity statement for Ms. Jones at the service address following the transfer of the balance back to Ms. Jones. Tr. 17; PPL Exh. No. 5.

30. The BCS decision in response to Ms. Jones' informal complaint directed PPL to remove the debt of \$1,268.32 from Ms. Jones' account. Tr. 17.

31. Mr. Worthington was concerned about putting the balance back on Mr. Steinhauser's account because he believed doing so was not consistent with the foreign wiring statute. Tr. 18.

32. PPL's practice when it is unable to gain access to a premise as part of a foreign wiring investigation is to put the account in the name of the owner and treat it as if foreign wiring was found but undo that action if it is later determined that there is no foreign wiring at the service address. Tr. 19.

33. PPL had no evidence that Mr. Steinhauser fixed any foreign wiring problem during the time between when PPL first attempted to conduct a foreign wiring investigation in August, 2018 and the second time it attempted to conduct a foreign wiring investigation in November, 2018. Tr. 22-23.

34. No foreign wiring was discovered by PPL at the service address when the field investigator gained access to the property in December, 2018. Tr. 29.

### DISCUSSION

Section 332(a) of the Public Utility Code provides that the party seeking relief from the Commission has the burden of proof. 66 Pa.C.S. § 332(a). As a matter of law, a complainant must show that the named utility is responsible or accountable for the problem described in the complaint in order to prevail. Patterson v. Bell Tel. Co. of Pa., 72 Pa. PUC 196 (1990). “Burden of proof” means a duty to establish a fact by a preponderance of the evidence, or evidence more convincing, by even the smallest degree, than the evidence presented by the other party. Se-Ling Hosiery v. Margulies, 364 Pa. 54, 70 A.2d 854 (1950). The offense must be a violation of the Public Utility Code, the Commission’s regulations or an outstanding order of the Commission. 66 Pa.C.S. § 701.

In addition, in this case, PPL has appealed a decision of the Commission’s Bureau of Consumer Services which sustained in part and denied in part an informal complaint filed by Ms. Jones. A timely appeal from an informal decision of the BCS is reviewed *de novo*. 52 Pa. Code § 56.173(a). *De novo* means that there is no part of the record in the informal proceeding that can be relied upon in the formal proceeding. In a *de novo* appeal from a decision of the BCS, the burden of proof remains with the party who filed the original informal complaint, except for legal or policy issues raised by the utility on appeal. *See* 52 Pa. Code § 56.173(f). In this case, and as discussed further below, PPL has raised a legal or policy issue that warrants assigning the burden of proof to PPL. That is, PPL appealed the decision of BCS because, PPL argued, the decision created additional obligations and requirements on the company when it

could not obtain access to the service address during a foreign load investigation. Therefore, PPL has the burden of proof in this case.

The decision of the Commission must be supported by substantial evidence. 2 Pa.C.S. § 704. "Substantial evidence" is such relevant evidence that a reasonable mind might accept as adequate to support a conclusion. More is required 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); Erie Resistor Corp. v. Unemployment Comp. Bd. of Review, 166 A.2d 96 (Pa.Super. 1961); and Murphy v. Comm., Dept. of Public Welfare, White Haven Center, 480 A.2d 382 (Pa.Cmwlt. 1984).

In this case, Ms. Jones testified that shortly after she moved into her apartment, she received a bill from PPL for \$500. Ms. Jones also testified that she experienced problems with her electric service where she would lose power to only a portion of her apartment or when the tenant below her lost power. Ms. Jones did not know what the problem was but she was having difficulty getting the matter resolved through both her landlord and PPL so she filed an informal complaint with the Commission. In the interim, she also received a high bill for service and a termination notice. In his testimony, PPL witness Worthington testified that PPL twice attempted a foreign wiring field investigation at the service address but both times was unable to obtain access to the property. As a result, PPL did what it would normally do during a foreign load investigation by transferring a tenant's balance to the landlord's account while investigating a report of foreign wiring. A field investigator was subsequently able to enter the premises in December 2018 and found no evidence of foreign wiring. PPL then transferred the outstanding balance from the landlord back to the tenant after it obtained access to the service address and found no foreign wiring.

Although, as noted above, the appeal of the decision of the BCS is reviewed *de novo*, a review of the BCS decision is helpful to understand the legal or policy issue that PPL is appealing. In the decision issued on August 7, 2019 in response to Ms. Jones' informal complaint, the BCS determined that, pursuant to Section 1529 of the Public Utility Code, PPL should have placed service into the landlord's name after Ms. Jones filed a complaint regarding

foreign load. BCS determined that the landlord initially failed to cooperate with the investigation. BCS also determined that PPL had no basis or evidence to reverse their initial investigation and transfer the balance of \$1,268.32 to Ms. Jones' new account. BCS added that Ms. Jones is not responsible for the \$1,268.32 balance or any late payment fees that were charged to the account based on that amount. The informal complaint was sustained with regard to the dispute over foreign load at the service address and dismissed with regard to the dispute over the transfer of balances from Ms. Jones' prior account to her new account.

Although the fact that Ms. Jones received a bill for \$500 may also raise concerns of high billing, in this case, the bill for \$500 led Ms. Jones to believe that the apartment was not wired correctly. Ms. Jones did not present any evidence that the bill for \$500 may be as a result of high billing beyond the allegation that there was foreign wiring. As a result, the subject of this decision is PPL's appeal of the legal or policy question at issue here of whether BCS correctly determined, among other things, that a new obligation on PPL exists to infer that foreign wiring exists and was corrected by a landlord if immediate access to a rental premise is not provided.

By way of further background, Section 1529.1 of the Public Utility Code governs the payment of utility services in rental properties. This Section reads as follows:

**§ 1529.1. Duty of owners of rental property**

**(a) Notice to public utility.** - It is the duty of every owner of a residential building or mobile home park which contains one or more dwelling units, not individually metered, to notify each public utility from whom utility service is received of their ownership and the fact that the premises served are used for rental purposes.

**(b) History of account.** - Upon receipt of the notice provided in this section, if the mobile home park or residential building contains one or more dwelling units not individually metered, an affected public utility shall forthwith list the account for the premises in question in the name of the owner, and the owner shall thereafter be responsible for the payment for the utility services rendered thereunto. In the case of individually metered dwelling units, unless notified to the contrary by the tenant or an authorized representative, an affected public utility shall list the account for

the premises in question in the name of the owner, and the owner shall be responsible for the payment for utility services to the premises.

**(c) Failure to give notice.** - Any owner of a residential building or mobile home park failing to notify affected public utilities as required by this section shall nonetheless be responsible for payment of the utility services as if the required notice had been given.

66 Pa.C.S. § 1529.1. The Commission has established that the presence of "foreign load" prevents a dwelling unit from being deemed "individually metered" as that term is used in Section 1529.1. David P. Boyce v. Duquesne Light Company, Docket Number Z-00223698 (Opinion and Order entered September 1, 1994).

It is further noted as a preliminary matter that Pennsylvania law is clear that the Commission has no jurisdiction over cases involving disputes between landlords and tenants. The Commission addressed Section 1529.1 in Ace Check Cashing Inc. v. Philadelphia Gas Works, Docket No. C-2008-2056428 (Opinion and Order entered May 21, 2010) (Ace Check Cashing). In Ace Check Cashing, the Commission reversed its then-existing policy in foreign load cases articulated in Afshari v. PPL Electric Utilities Corporation, Docket No. C-20055547 (Order entered April 9, 2008) that allowed a hearing to determine the amount of electric usage attributable to the foreign load. In reversing this policy, the Commission stated:

While the Commission has jurisdiction over the regulation of utility companies and utility service, the Commission does not have jurisdiction to adjudicate every dispute that involves a utility, e.g., personal injury case, discrimination case, etc., and does not have the authority to settle disputes on every contract to which a public utility is a party. Accordingly, the Commission does not have subject matter jurisdiction over a dispute between a property owner and a tenant – two non-utility parties. While such a dispute, arguably, may involve utility rates, when the charges owed to the utility for past service are settled, the only issue to be decided is financial responsibility for the charges. That matter should be handled by the courts.

Ace Check Cashing at 4-5. The Commission added: “The ultimate dispute here is financial responsibility for an established amount of charges for past utility service between a landlord and a tenant. The dispute does not concern the utility or the utility’s service and, therefore, its resolution does not require the Commission’s regulatory expertise.” Id. at 6; *see also*, Edmund V. Corazzini v. UGI Penn Natural Gas, Inc., Docket No. F-2009-2101282 (Opinion and Order entered July 16, 2010) (the landlord may seek damages from his tenant through the courts but that is a private matter that is outside the Commission’s jurisdiction).

In this case, Mr. Worthington testified that the PPL field technician visited the service address on August 7, 2018 to conduct a foreign load investigation. Tr. 12-13. The landlord was unable to provide access to the property because a different tenant had changed the locks. Tr. 13. At that time, the account balance remained in Ms. Jones’ account because PPL could not confirm that there was any foreign wiring present at the service address. Tr. 13. After Ms. Jones contacted PPL again about possible foreign wiring, PPL sent a second representative to conduct a field investigation at the service address on November 9, 2018. Tr. 14. Mr. Worthington testified:

Q. And during that same period of time that the investigation was being completed, was the account – any action taken on Ms. Jones’ account?

A. On this base?

Q. In that time period.

A. At that point, because we could not gain access out – and because of her – the nature of this complaint, we took the action of starting a new account in the owner’s name, which cancelled Ms. Jones’ account, and we transferred her unpaid arrearages to the owner’s account in accordance with the statute.

Tr. 15.

Next, Mr. Worthington testified that PPL was later able to obtain access to the entire premises but was unable to find any foreign wiring. Tr. 16. Upon finding no evidence of foreign wiring, PPL reversed its initial action, meaning that it cancelled the account created in

the landlord's name – Mr. Steinhauser – and put the disputed amount back on Ms. Jones' account. Tr. 16. Mr. Worthington testified, however, that BCS informed PPL that the balance should be placed on Mr. Steinhauser's account. Tr. 17-18. Mr. Worthington added:

Q. What is the concern of PPL Electric with removing the debt from Ms. Jones and placing it back to the landlord, Mr. Steinhauser?

A. The concern is that had we done that, or – in doing so, we were confident Mr. Steinhauser would file a complaint with BCS, and there is no statute that would support that decision. So ultimately PPL would be forced to remove that debt from [Mr. Steinhauser's] account, ultimately absorb the debt, eat the debt. And our concern was, you know, this would ultimately be passed on to ratepayers.

Tr. 18. Mr. Worthington added that it is PPL's long standing practice that when the company is unable to obtain access to a premises where foreign wiring has been alleged that the account is put in the name of the owner, essentially treating the matter as if foreign wiring was found. Tr. 19. If access to the premises is later gained and no evidence of foreign wiring is found, then the amount is transferred back to the tenant from the owner. Tr. 19.

Ultimately, no foreign wiring was found at the premises and Mr. Worthington testified that there was never any reason to keep the balance in the name of the landlord. Tr. 21. Mr. Worthington also testified that the issue of access to the premises is between the landlord and the tenant and not between PPL and either the landlord or the tenant. Tr. 21. Mr. Worthington referenced Ace Check Cashing, *supra*, in support of that position. Mr. Worthington concluded his testimony by referencing the BCS determination that he believed required PPL to presume that during the times PPL sent a field an investigator to investigate the foreign wiring allegation that the landlord fixed any problems that could have existed. Mr. Worthington testified that requiring PPL to make such a presumption is subjective. Tr. 23. Mr. Worthington concluded by testifying that the balance in question – \$1,268.32 – should be placed in Ms. Jones' account. Tr. 23.

Ms. Jones' testimony during the second hearing confirmed the high bill she received as well as instances of her power going out when the power from the tenant below her went out and when only a portion of her apartment would lose power which prompted her to contact PPL. Ms. Jones also testified regarding the various efforts she undertook to have the matter corrected and her growing frustration when her efforts did not resolve the matter. As noted above, BCS determined that she is not responsible for the \$1,268.32 balance or any late payment fees that were charged to the account based on this amount. Otherwise, Ms. Jones' testimony did not pertain to the policy or legal issue raised by PPL in its appeal of the BCS decision.

I find that substantial record evidence demonstrates that PPL acted reasonably and consistent with the Public Utility Code and Commission orders and regulations at all times with regard to the service provided to Ms. Jones.

BCS concluded, based on its investigation, that PPL should have placed service into Mr. Steinhauser's name after Ms. Jones filed a complaint regarding foreign load and Mr. Steinhauser initially failed to cooperate with their investigation. BCS concluded that such actions would have been consistent with Section 1529 of the Public Utility Code. According to Mr. Worthington, however, service remained in Ms. Jones' name after the first failed attempt to access the premises and was placed in Mr. Steinhauser's name after the second failed attempt to access the premises until PPL concluded that there was no foreign wiring present after the third attempt when it was able to gain access to the premises. These actions were not unreasonable but were consistent with Commission precedent regarding cases involving allegations of foreign wiring.

PPL sent a field investigator to the premises three times. The first two times the investigator was unable to obtain access to the premises. It is not unreasonable that until the field investigator is given access to the premises that a determination be made that there is no foreign wiring present and the disputed amount remain with the tenant, Ms. Jones. Nor is it unreasonable that PPL would leave the disputed amount in the tenant's name after the first failed attempt to access the premises and then put the disputed amount in the landlord's name after the

second failed attempt to access the premises. This is true regardless of what PPL's existing policy is, as Mr. Worthington testified. Absent a statute, regulation or tariff otherwise, PPL is free to vary from its internal policies when it deems appropriate. Once PPL determined during a third field investigation that no foreign wiring existed, the disputed amount was transferred back to Ms. Jones' account.

BCS's conclusion that a utility should infer that foreign wiring existed and was corrected when a landlord does not give immediate access to its premises unfairly places the burden for the disputed amount on PPL where PPL already sent a field investigator to the service address twice but was unable to access the property either time. As noted in Ace Check Cashing, *supra*, the Commission has no jurisdiction over disputes between a landlord and a tenant. When PPL could not obtain access to the service address, this became a dispute between Ms. Jones, Mr. Steinhauser and, in this case, Mr. Steinhauser's other tenant, as landlord and tenants.

Similarly, BCS's determination that Ms. Jones is not responsible for the \$1,268.32 balance or any late fees that were charged to her account was not reasonable. After the second time that PPL attempted to access the premises but was unable to do so, it was not unreasonable that PPL reversed its prior decision to keep the disputed amount with Ms. Jones and transfer the balance to Mr. Steinhauser. It is not PPL's fault that it was unable to access the premises twice.

PPL acted reasonably in its various efforts to respond to Ms. Jones' concerns by sending a field investigator to the service address three times. The first two times, however, the field investigator was unable to access the premises to conduct an investigation. In such a situation, and in light of Commission precedent regarding foreign wiring, it is reasonable that PPL placed the balance amount initially on Ms. Jones' account. Unless and until Ms. Jones and Mr. Steinhauser can resolve whatever problem was occurring that prohibited PPL from conducting its foreign load investigation, the dispute is between Ms. Jones and Mr. Steinhauser and PPL was correct in leaving the balance on Ms. Jones' account. In fact, no foreign wiring was ever found at the service address. Unfortunately, the result of this decision will likely be that the disputed amount will be returned to Ms. Jones' account for her to dispute with her

landlord. This will only add more frustration for her. As noted above, however, the Commission does not have subject matter jurisdiction over a dispute between a property owner and a tenant – two non-utility parties. Ace Cash Checking, *supra*. The matter should be handled by the courts.

Whether Mr. Steinhauser corrected any foreign wiring, if there was any, between the times a PPL field investigator visited the property, is not relevant to determining whether PPL's actions were consistent with the Public Utility Code, a Commission order or regulation or a Commission-approved tariff of the company. PPL should not be required to infer that the landlord could have corrected the foreign load between the time the company could not access the property on August 7, 2018 and when they were able to gain access on December 12, 2018, as the BCS decision states. Doing so would require PPL to make an unreasonable inference when it is unable to gain access to a service address for a foreign wiring investigation.

PPL acted correctly when it kept the outstanding balance at issue on Ms. Jones' account and did not transfer the outstanding balance to Mr. Steinhauser's account when PPL could not access the service address at its first attempt to investigate because the issue of who is responsible for the outstanding balance arose between the landlord and the tenant and not PPL once access was not obtained. There is not much that PPL could do if it came out twice to access the premises and both times could not get in. In that case, the balance goes on the tenant's account because there was no finding of foreign load and it becomes incumbent upon the tenant to resolve the matter with the landlord, even if that means requiring the landlord make the premises available so that a field investigation can be performed. Until that occurs, there is nothing further for PPL to do. Certainly, PPL, as well as other Electric Distribution Companies, or their customers, should not be responsible for the disputed amount, which was a reasonable concern raised by PPL.

As such, PPL has satisfied its burden to demonstrate that its actions did not violate the Public Utility Code or a Commission order or regulation by placing the disputed amount back on Ms. Jones' account after the company determined no foreign wiring existed after the company gained access to the service address and completed a foreign wiring investigation. Its complaint will be sustained below.

## CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the subject matter and the parties to this proceeding. 66 Pa.C.S. § 701.

2. Section 332(a) of the Public Utility Code provides that the party seeking relief from the Commission has the burden of proof. 66 Pa.C.S. § 332(a).

3. "Burden of proof" means a duty to establish a fact by a preponderance of the evidence, or evidence more convincing, by even the smallest degree, than the evidence presented by the other party. Se-Ling Hosiery v. Margulies, 364 Pa. 54, 70 A.2d 854 (1950).

4. A complainant must show that the named utility is responsible or accountable for the problem described in the complaint in order to prevail. Patterson v. Bell Tel. Co. of Pa., 72 Pa. PUC 196 (1990).

5. The offense must be a violation of the Public Utility Code, the Commission's regulations or an outstanding order of the Commission. 66 Pa.C.S. § 701.

6. The decision of the Commission must be supported by substantial evidence. 2 Pa.C.S. § 704.

7. "Substantial evidence" is such relevant evidence that a reasonable mind might accept as adequate to support a conclusion. More is required 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); Erie Resistor Corp. v. Unemployment Comp. Bd. of Review, 194 Pa.Super. 278, 166 A.2d 96 (1961); and Murphy v. Comm., Dept. of Public Welfare, White Haven Center, 85 Pa.Cmwlth. 23, 480 A.2d 382 (1984).

8. If a mobile home park or residential building contains one or more dwelling units not individually metered, an affected public utility shall forthwith list the account

for the premises in question in the name of the owner, and the owner shall thereafter be responsible for the payment for the utility services rendered thereunto. 66 Pa.C.S. § 1529.1.

9. “Foreign load” refers to utility service which is not related to serving a tenant but for which the tenant is being billed. Santos v. Metropolitan Edison Co., Docket No. C-00967757 (Order entered August 7, 1997).

10. Foreign load occurs when a tenant’s meter registers usage for utility service provided to a dwelling unit or units other than the tenant’s or to a common area of a building such as hallway lighting or to communal laundry room appliances. George W. Kopf, Jr. v. PECO Energy Co., Docket No. C-2012-2332993 at n.1 (Opinion and Order entered June 13, 2013).

11. Foreign load exists where tenants have a meter and are direct utility customers and where utility service for other tenants or for the landlord is being billed through their meter. David P. Boyce v. Duquesne Light Company, Docket Number Z-00223698 (Opinion and Order entered September 1, 1994); *see also*, 1-A Realty v. Pa. Pub. Util. Comm’n., 63 A.2d 480 (Pa. Cmwlth 2013), Gnana Chinniah v. PPL Electric Utilities Corp., Docket No. F-2012-2325248 (Opinion and Order entered May 9, 2013).

12. The presence of "foreign load" prevents a dwelling unit from being deemed "individually metered" as that term is used in Section 1529.1 of the Public Utility Code. David P. Boyce v. Duquesne Light Company, Docket Number Z-00223698 (Opinion and Order entered September 1, 1994).

13. Pennsylvania law is clear that the Commission has no jurisdiction over cases involving disputes between a landlord and a tenant. Ace Check Cashing Inc. v. Philadelphia Gas Works, Eddie and Jennifer West, Indispensible Parties, Docket No. C-2008-2056428 (Opinion and Order entered May 21, 2010).

14. While the Commission has jurisdiction over the regulation of utility companies and utility service, the Commission does not have jurisdiction to adjudicate every dispute that involves a utility, e.g., personal injury case, discrimination case, etc., and does not have the authority to settle disputes on every contract to which a public utility is a party. Accordingly, the Commission does not have subject matter jurisdiction over a dispute between a property owner and a tenant – two non-utility parties. Ace Check Cashing Inc. v. Philadelphia Gas Works, Docket No. C-2008-2056428 (Opinion and Order entered May 21, 2010) at 4-5.

15. PPL has satisfied its burden to reverse the decision of the BCS issued in response to Ms. Jones' informal complaint.

ORDER

THEREFORE,

IT IS ORDERED:

1. That the formal complaint filed by PPL Electric Utilities Corporation against Candice Jones in response to the informal decision of the Bureau of Consumer Services at case number 3658669 is sustained.
2. That the informal decision of the Bureau of Consumer Services at case number 3658669 is vacated.
3. That this matter be marked closed.

Date: June 8, 2020

\_\_\_\_\_/s/  
Joel H. Cheskis  
Deputy Chief Administrative Law Judge