

HELEN LEUNG
P O BOX 163
DEMAREST NJ 07627
Telephone 917-757-0860

Home Address :

Helen Leung
68 Walnwright Ave.
Closter, NJ 07624

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION

January 10, 2021

To Secretary of the Commission

EXCEPTIONS

Re: Helen Leung
V.
Philadelphia Gas Works
P-2020-3020041

Dear Sir:

Thank you very much for your email on 12/23/2020.

However, I disagreed your decision. I am very sorry that I did not know the PGW's 7 days notice, but I never called PGW to open an account in my name, because I did not need used GAS, plus, if I opened an account, I would ask send bill to my home address instead tenant's address. The PGW already knew I had new tenant, if they did not receive monthly payment, they should shut off the service, therefore, it was their mistake, it is no fair to ask landlord to pay almost 3 years later. This tenant did not like pay bills, when she moved out, I lost \$12,958.10. Please understand it is hard for me to pay this bills.

Thank you very much for your attentions; if you have any questions, please call me at 917 757-0860.

Sincerely,



Helen Leung

Owner of 6346 Sylvester Street,

Philadelphia, Pa 19149

Email address: hleung@DCHUSA.COM

AND 705WKL@gmail.com



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION

IN REPLY PLEASE
REFER TO OUR FILE

December 23, 2020

F-2020-3020041

Helen Leung

v.

Philadelphia Gas Works

TO ALL PARTIES:

Enclosed is a copy of the Initial Decision of the Office of Administrative Law Judge.

If you do not agree with any part of this decision, you may send written comments (called Exceptions) to the Commission. Your signed Exceptions to the decision, if any, must be: 1) **filed** with the Secretary of the Commission, and 2) **within twenty (20) days** of the date of this letter.

In accordance with the requirements of the Commission's Emergency Order at Docket Number M-2020-3019262 under the pandemic emergency, and since the Commission has no access to mail delivery, Exceptions must be efiled with the Secretary of the Commission by opening an efilings account through the Commission's website and accepting eservice at <http://www.puc.state.pa.us/efiling/default.aspx>. If your filing contains confidential material, you may email your exceptions to rchiavetta@pa.gov.

In addition to filing with the Secretary of the Commission, a courtesy copy of your Exceptions must be emailed to the Commission's Office of Special Assistants (OSA) at ra-OSA@pa.gov. Your filing should not be larger than 10mb.

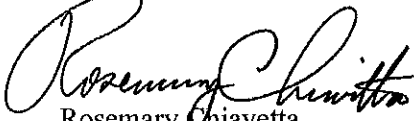
Replies to Exceptions, if any, must be efiled with the Secretary of the Commission and **served** on each party of record and the Commission's Office of Special Assistants in the manner described above. **They are due within ten (10) days of the date when Exceptions are due.**

It is your responsibility to serve all the parties with your Exceptions and Replies to Exceptions. Failure to do so may render your filing unacceptable. A certificate of service (see format in 52 Pa. Code §1.58) shall be attached to the filed Exceptions or Replies to Exceptions.

Exceptions and Replies to Exceptions shall follow 52 Pa. Code §§5.533 and 5.535 particularly the 40-page limit for Exceptions and the 25-page limit for Replies to Exceptions. Exceptions should clearly be labeled as "EXCEPTIONS OF (name of party) - (protestant, complainant, staff, etc.)". Any reference to specific sections of the Administrative Law Judge's Initial Decision shall include the page number(s) of the cited section of the decision.

If no Exceptions are received, the decision of the Administrative Law Judge could become final without further Commission action. You will receive written notification if this occurs. However, even if no exceptions are received, the Commission may review and change the decision pursuant to Section 332(h) of the Public Utility Code, 66 Pa. C.S. § 332(h) and 52 Pa. Code Section 5.536.

Sincerely,


Rosemary Chiavetta
Secretary

Decision attached

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Helen Leung

v.

Philadelphia Gas Works

:
:
:
:
:

F-2020-3020041

INITIAL DECISION

Before
Eranda Vero
Administrative Law Judge

INTRODUCTION

This Initial Decision denies Helen Leung’s formal Complaint against Philadelphia Gas Works at Docket No. F-2020-3020041 because she failed to carry her burden of proving by a preponderance of the evidence that Philadelphia Gas Works violated a Commission statute, regulation or order when it held her responsible for gas service at the Service Address during the period from October 17, 2016 to August 8, 2017.

HISTORY OF THE PROCEEDING

On April 7, 2020, Helen Leung (Complainant or Ms. Leung) filed a formal Complaint (Complaint) against Philadelphia Gas Works (PGW or Respondent) with the Pennsylvania Public Utility Commission (Commission) alleging that the Respondent opened an account in her name for her rental property without her knowledge and three years later asked her to pay \$2,012.40. As relief, Ms. Leung requested that PGW remove the charges from her name and instead collect the amount from her tenant at the time, Christina Allen.



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
Office of Administrative Law Judge
400 NORTH STREET, HARRISBURG, PA 17120
July 8, 2020

IN REPLY PLEASE
REFER TO OUR FILE

In Re: F-2020-3020041

Via electronic service only due to Emergency Order at M-2020-3019262
(SEE ATTACHED LIST)

HELEN LEUNG V. PHILADELPHIA GAS WORKS

Appeal of BCS Decision - Billing Dispute

Initial Telephonic Hearing Notice

This is to inform you that a hearing for the above- captioned case will be held as follows:

Type: **Initial Call-In Telephonic**
Date: **Thursday, August 13, 2020**
Time: **10:00 a.m.**
Presiding: **Administrative Law Judge Eranda Vero**
Suite 4063
801 Market Street
Philadelphia, PA 19107
Telephone: 215.560.2105
Fax: 215.560.3133

At the above date and time, you must call into the hearing. If you fail to do so, your case will be dismissed. You will not be called by the Administrative Law Judge.

To participate in the hearing,

- You must dial the toll-free number listed below
- You must enter a PIN number when instructed to do so, also listed below
- You must speak your name when prompted
- The telephone system will connect you to the hearing

Toll-free Bridge Number: 866.560.8322
PIN Number: 36676820

3. Ms. Leung purchased the Service Address in 2003 as a rental property.
Tr. 8-9.

4. Ms. Leung is enrolled in the Landlord Cooperation Program (LCP) with
PGW. Tr. 48-49.

5. On October 17, 2016, Ms. Leung contacted PGW via telephone and
requested to place the gas service for the Service Address in her name. Tr. 37, PGW Exhibit 1.

NO! I did not call!

6. On October 17, 2016, Ms. Leung did not request that PGW use an address
different from the Service Address for billing purposes. Tr. 38, 48, PGW Exhibit 1.

7. PGW ran a credit check on Ms. Leung after collecting her date of birth,
telephone number and the last four digits of her Social Security Number from her as identifying
information. Tr. 38, 46.

8. Based on the results of the credit check, PGW waived the security deposit
for Ms. Leung. Tr. 38, 48, PGW Exhibit 1.

9. Beginning on October 17, 2016, gas service for the Service Address was
placed in Ms. Leung's name. Tr. 38, PGW Exhibit 1.

10. On October 15, 2016, Ms. Leung gave written permission to Christine
Allen and Hamzah Yusuf to place water service for the Service Address in their names. Tr. 9,
Complainant Exhibit 1.

11. On October 23, 2016 and November 1, 2016, Ms. Allen and Mr. Yusuf
sent two checks of \$600.00 each to Ms. Leung to pay the security deposit for the Service
Address. Tr. 9-10, Complainant Exhibit 1.

HELEN LEUNG
P O BOX 163
DEMAREST NJ 07627
Telephone 917-757-0860

8/5/2020

Dear Sir:

My daughter went to Philadelphia Medical School and rented apartment in central city and received many parking tickets, it let her to buy a house at 6346 SYLVESTER Street, Phila. PA 19149. She liked the doorman it made her feel more secure, so I rented this house. As my letter on 8/26/2019 stated, my rental lease asked the tenants to open their utilities accounts. The PGW sent me email asking if I had someone move in because they found the gas was used. I sent back email on 11/29/2016 said "yes" and my tenant Christina Allen sent me email on 12/27/2016 said water, gas & electric is in her name. The PGW should shut off the service if they did not get pay. It is not fair asked me to pay almost 3 years later. Please see my letter on 8/26/2019.

Thank you very much!

Helen Leung



helen leung <705wkl@gmail.com>

Ac no. 08 2927 8114, dispute gas bill at 6346 Sylvester Street, Philadelphia, Pa 19111

1 封邮件

helen leung <705wkl@gmail.com>

2019年8月21日 下午6:14

收件人 : Helen Leung <705wkl@gmail.com>

8/21/2019

TO PUBLIC UTILITY COMMISSION

Dear Sir,

When I received a phone call from Austin, Tx, I thought it was a scammer. When I called PGW, the gas company, I was told I owe bills. I told the lady I didn't owe because I never lived at 6346 Sylvester Street, Philadelphia, Pa 19149. She said she will dispute for me.

I then received a PGW letter stating I owe \$2,012.40 from 12/16/2016 to 8/8/2017.

I bought this rental house in 2003. In my rental agreement, item No. 7 states: "Utilities: leasee shall be responsible for the payment of all utilities and services, such as electricity , gas and water bills."

When the house was vacant, I put my name and pay the bills; when the next tenants move in, they always open their own accounts. Only when Peco, the electricity company, sent me a letter, I found out the electricity bill was still in my name. I disputed it. I faxed the supportive documents to Peco and they changed the name over to my tenant: Christine Allen to pay the bill. The problem was over.

If PGW did the same way as Peco and let me know that no one paid the monthly bill from 12/16/2016 to 8/8/2017 the problem would have been remedied. Alternatively, PGW could shut off the service. However, they sent me this information almost 3 years later.

The letter said : " you establish service at 6346 Sylvester Street on 10/17/2016". I checked my folder, I prepared a power-of-attorney letter to the tenant Christine Allen on 10/15/2016 to open a water service account and gave her the house key on 10/23/2016, I would not open a gas account in my name because I didn't need gas to fix the house, it was not cold, I didn't need to heat up the house."

I didn't know of PGW 's 7 days notice, but they sent me an email on 11/20/2016.

They already knew someone had moved in. They should have sent monthly bills. Otherwise, they should shut off the service.

Would you please tell PGW to delete these charges or ask my previous tenant Christine Allen, who lived there during this period, for payment.

Thank you very much for your attention; if you have any questions please call me at 917 757-0860.

Helen Leung

Owner of 6346 Sylvester Street, Philadelphia, Pa 19149

Mail address: 68 Wainwright Avenue, Closter, N J 07624

Telephone no. 917 757-0860

Email address: 705wkl@gmail.com OR

h.leung@dohusa.com

Sincerely,

HELEN LEUNG

Helen Leung

A255-10
R255-04

RENTAL AGREEMENT

THIS AGREEMENT, entered into this 23 day of October, 2016, between

hereinafter Lessor, and Helen Leung
Christine Allen & Hamzah A Yusuf
hereinafter Lessee

WITNESSETH: That for and in consideration of the payment of the rent and the performance of the covenants contained on the part of Lessee, said Lessor does hereby demise and let unto Lessee, and Lessee hires from Lessor those premises described as:

located at 6346 Sylvanar Street, Philadelphia, Pa 19149-2836
for a one year lease commencing on the 1st day of November, 2016
and at a monthly rental of One Thousand Two Hundred Dollars
(\$ 1,200.00) per month, payable monthly in advance on the 1st day of each and every month, on the following TERMS AND CONDITIONS:

1. Occupants. The said premises shall be occupied by no more than 2 adults and two children.
2. Pets. No pets shall be brought on the premises without the prior written consent of Lessor.
3. Ordinances and Statutes. Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the use of the premises.
4. Repairs or Alterations. Lessee shall be responsible for damages caused by his negligence and that of his family or guests and guests. Lessee shall not paint, paper or otherwise redecorate or make alterations to the premises without the prior written consent of Lessor. All alterations, additions, or improvements made to the premises with the consent of Lessor shall become the property of Lessor and shall remain upon and be surrendered with the premises.
5. Upkeep of Premises. Lessee shall keep and maintain the premises in a clean and sanitary condition at all times, and upon the termination of the tenancy shall surrender the premises to Lessor in as good condition as when received, ordinary wear and damage by the elements excepted. Lessee should be responsible for any removal, lawn and side walk clean up.
6. Assignment and Subletting. Lessee shall not assign this Agreement or sublet any portion of the premises without prior written consent of Lessor.
7. Utilities. Lessee shall be responsible for the payment of all utilities and services, such as electric, gas and water bills.
8. Default. If Lessee shall fail to pay rent when due, or perform any term hereof, after not less than three (3) days written notice of such default given in the manner required by law, Lessor, at his option, may terminate all rights of Lessee hereunder, unless Lessee, within said time, shall cure such default. If Lessee abandons or vacates the property, while in default of the payment of rent, Lessor may consider any property left on the premises to be abandoned and may dispose of the same in any manner allowed by law.
9. Security. The security deposit in the amount of \$ 2,400.00 shall secure the performance of Lessee's obligations hereunder. Lessor may, but shall not be obligated to, apply all or portions of said deposit on account of Lessee's obligations hereunder. Any balance remaining upon termination shall be returned to Lessee. Lessee shall not have the right to apply the security deposit in payment of the last month's rent.
10. Right of Entry. Lessor reserves the right to enter the demised premises at all reasonable hours for the purpose of inspection, and whenever necessary to make repairs and alterations to the demised premises. Lessee hereby grants permission to Lessor to show the demised premises to prospective purchasers, mortgagees, tenants, workmen, or contractors at reasonable hours of the day.
11. Deposit Refunds. The balance of all deposits shall be refunded within two (2) weeks (21 days in California) from date possession is delivered to Lessor, together with a statement showing any charges made against such deposits by Lessor.

LEUNG, HELEN

From: Landlord Cooperation Program <LCP@pgworks.com>
Sent: Tuesday, November 29, 2016 12:23 PM
To: LEUNG, HELEN
Subject: RE: NEW GAS SERVICE A/C FOR 6346 SYLVESTER ST. PHILA. PA 19149

I reset the password so that you can log into your LCP account. Please see below. Please contact your tenant and have them call our Service Dept. at 215-235-2050 so that they can apply for the service to be placed into their name.

Username = loki2014
Password = 5gzb3ea

Orlando Rosario
Philadelphia Gas Works
Landlord Programs Manager
Fax: 215-684-6628
Email: lcp@pgworks.com

This message is intended for the exclusive use of the intended addressee and may contain information that is privileged or confidential or otherwise legally exempt from disclosure. If you have received this message in error and/or are not the intended addressee or his/her authorized agent, please notify us immediately by e-mail, disregard any paper copies and delete all electronic files of this message.

From: LEUNG, HELEN [<mailto:HLEUNG@DCHUSA.com>]
Sent: Saturday, November 26, 2016 5:25 PM
To: Landlord Cooperation Program
Subject: NEW GAS SERVICE A/C FOR 6346 SYLVESTER ST. PHILA. PA 19149

PGW sent email asked if I have new tenant moved in. I said

Dear sir,
Good afternoon!
Thank you very much for your e-mail. I tried to send you e-mail, but I forget my user id and password. Yes, I have a new tenant moved in and I told them to open their gas account.
Thank you very much for your attention: If you have any questions, please call me at 201 518-2053 office or 917 757-0860 cell.

Helen Leung
Owner of 6346 Sylvester Street, Phila, Pa 19149
My job's e-mail address: hleung@dchusa.com

Disclaimer

The Information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

This email has been scanned for viruses and malware, and may have been automatically archived.

Re: RENTAL STATEMENT FOR 6346 SYLVESTER ST. PHILA. PA 19149

Christina Allen-Robinson <allenrobinsonchristina@gmail.com>

Tue 12/27/2016 4:28 PM

To: LEUNG, HELEN <HLEUNG@DCHUSA.com>

November- 1200

December-1200

2 months security

4800-Pending

Peco-83.00

Hey Helen been working so much we will have 1283.00 in your account January 6,2017

On January 15,2017 600.00

Balance 4200 - will be paid February 15,2017

Water

Gas

Electric

Is in my name thank you so much for working with us we appreciate it so much we will pay you as much as possible before February 15.

Please contact me at my cell phone number (215)-900-3504 or my work number (215)-334-4090

Tenant Christina Allen

*email said she already opened
all the utilities Accounts.*

Specific Service Agreement Statement of Account SA- 6088027500

Customer Name	From Date	To Date		
HELEN LEUNG	10/1/2016	3/27/2019		
Service Address	Account Number	S A Number	Meter	Rate/Class
6346 SYLVESTER ST PHIL, PA 191492836	829278114	6088027500	2144841	GS

STATEMENT

Transaction Date	Transaction Type	Read Reading	Read Code	# of Days	CCF Usage	Average CCF/Day	Heating DDDs	Payment Type	Due Date	Transaction Amount	Current Balance	Actual Balance
12/16/2016	BILL	1644	R	59	262	4.44	925		1/12/2017	\$384.38	\$384.38	\$384.38
1/20/2017	LPC									\$5.76	\$390.14	\$390.14
1/20/2017	BILL	1927	R	35	283	8.09	963		2/14/2017	\$392.21	\$782.35	\$782.35
2/17/2017	LPC									\$11.64	\$793.99	\$793.99
2/17/2017	BILL	2154	R	28	227	8.11	689		3/15/2017	\$342.91	\$1,136.90	\$1,136.90
3/20/2017	LPC									\$16.79	\$1,153.69	\$1,153.69
3/20/2017	BILL	2363	R	29	209	7.21	614		4/12/2017	\$314.70	\$1,468.39	\$1,468.39
4/19/2017	LPC									\$21.51	\$1,489.90	\$1,489.90
4/19/2017	BILL	2507	R	32	144	4.5	398		5/12/2017	\$231.73	\$1,721.63	\$1,721.63
5/17/2017	LPC									\$24.98	\$1,746.61	\$1,746.61
5/17/2017	BILL	2561	R	28	54	1.93	164		6/12/2017	\$87.68	\$1,834.29	\$1,834.29
6/16/2017	LPC									\$26.30	\$1,860.59	\$1,860.59
6/16/2017	BILL	2598	R	30	37	1.23	29		7/12/2017	\$64.93	\$1,925.52	\$1,925.52
7/18/2017	LPC									\$27.27	\$1,952.79	\$1,952.79
7/18/2017	BILL	2614	R	32	16	0.5	0		8/10/2017	\$34.49	\$1,987.28	\$1,987.28
8/8/2017	BILL	2623	R	18	9	0.5	0		8/31/2017	\$25.12	\$2,012.40	\$2,012.40
11/13/2017	WO									(\$2,012.40)	\$0.00	\$0.00