

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Leslie Griggs

v.

Philadelphia Gas Works

:  
:  
:  
:  
:

F-2020-3021754

**INITIAL DECISION**

Before  
Marta Guhl  
Administrative Law Judge

**INTRODUCTION**

This Initial Decision denies the Complainant’s formal Complaint because the Complainant failed to meet her burden of proving that the Respondent erred in transferring the balance from a previous account to her current account. The Complainant did not establish that the Respondent violated the Public Utility Code, or a Commission regulation or Order regarding its actions in this matter.

**HISTORY OF THE PROCEEDING**

On September 3, 2020, Leslie Griggs (Complainant) filed a formal Complaint (Complaint) against Philadelphia Gas Works (PGW, Respondent or Company) with the Pennsylvania Public Utility Commission (Commission). In the Complaint, the Complainant contends that there were incorrect charges on her bill. Specifically, the Complainant contends that she did not reside at a certain address and should not be responsible for any outstanding balance. The Complainant requests that she be able to establish a new account in her name with no balance.

This matter is an appeal of a decision issued on July 14, 2020, by the Bureau of Consumer Services (BCS) at Case No. 3754177, which dismissed the informal complaint of the Complainant.

On September 23, 2020, Respondent filed an Answer denying the material allegations of the Complaint.

By Hearing Notice dated September 29, 2020, an initial hearing was scheduled for November 18, 2020, at 10:00 a.m., and the matter was assigned to me.

I issued a Prehearing Order on September 30, 2020. The Prehearing Order directed the parties to comply with various procedural requirements and explained that the Complainant bears the burden of proof to establish that the Respondent violated its tariff, the Public Utility Code, or a Commission Order or regulation, and that she is entitled to the relief requested in the Complaint.

The hearing convened as scheduled on November 18, 2020. Complainant participated *pro se* and testified. The Complainant also presented the testimony of her daughter, Amanda Griggs. Respondent appeared and was represented by Laureto Farinas, Esq., who presented the testimony of Jessica Glace, a senior customer review officer employed by PGW. Respondent offered four exhibits, which were all entered into the record.

I requested late filed exhibits from both parties at the hearing. Both parties were to submit their late filed exhibits by November 23, 2020 and any objections to the opposing parties' late filed exhibits would be due by November 30, 2020.

The parties provided late filed exhibits on November 23, 2020. Neither party submitted any written objections by the deadline of November 30, 2020. The following late filed exhibits filed by the parties are admitted into the record through this initial decision:

PGW Late Filed Exhibit No. 5-Contacts for 7120 Lawndale Avenue

Complainant Late Filed Exhibit No. 1-Utility Bills

Complainant Late Filed Exhibit No. 2-Copy of Driver Licenses

Complainant Late Filed Exhibit No. 3-Letters from Complainant

Complainant Late Filed Exhibit No. 4-Emails from PGW 12/5/19

Complainant Late Filed Exhibit No. 5-Statement from Roman Griggs

The hearing resulted in an 82-page transcript. The record closed on December 2, 2020, when I received the transcript of the hearing.

#### FINDINGS OF FACT

1. The Complainant in this case is Leslie Griggs, who resides at 6320 North Opal Street, Philadelphia, Pennsylvania 19141. Tr. 8.

2. The Respondent is Philadelphia Gas Works.

3. The Complainant has a secondary mailing address at 7120 Lawndale Avenue, Philadelphia, Pennsylvania 19111, which is at issue in this Complaint (Service Address). Tr. 8.

4. The Complainant's deceased husband lived at and owned the Service Address. Tr. 8, 21.

5. The Complainant's husband passed away on November 5, 2019. Tr. 12.

6. The Complainant lived at the Service Address sometime in 2013 or 2014. Tr. 12.

7. In November 2019, the Complainant wanted to put gas service in her name at 7120 Lawndale Avenue, but was told that she would have to assume her deceased husband's outstanding balance. Tr. 8.

8. On December 19, 2019, PGW transferred service at the Service Address to the Complainant's name and also transferred the balance of \$2,514.58 from her husband's account. Tr. 50, 52; PGW Exhs. 1 & 3.

9. PGW did not accept the Complainant's paperwork regarding her residence for the disputed time period from January 2016 to November 2019, as PGW determined it was not adequate to establish her residence elsewhere. Tr. 50; PGW Exh. 2.

10. PGW has not received any calls or requests for service for a gas leak at the Service Address. Tr. 55.

11. If there is a gas leak from an appliance inside the residence, it is PGW's policy that this would be the responsibility of the customer. Tr. 55.

12. The gas service at the Service Address was placed in the Complainant's name because the gas service was on and gas was being used at the residence. Tr. 55; PGW Exh. 3.

13. Through a credit check and the Complainant's current driver's license, the Complainant was associated with the Service Address. Tr. 30, 50, 52; PGW Exh. 2.

14. A PECO bill dated June 15, 2016, indicates that the Complainant had service at 5331 Rising Sun Avenue, 2<sup>nd</sup> Floor, Philadelphia, Pennsylvania. Complainant Late Filed Exh. No. 1.

15. A PECO bill with a due date of November 18, 2016 indicates that the Complainant had service at 1230 Cornerstone Boulevard, Apartment 249, Downingtown, Pennsylvania 19335. Complainant Late Filed Exh. No. 1.

16. A PECO bill dated October 6, 2017 indicates that the Complainant had service at 1230 East Lincoln Highway, Unit 249, Downingtown, Pennsylvania. Complainant Late Filed Exh. No. 1.

### DISCUSSION

The Public Utility Code, 66 Pa.C.S. § 332(a), places the burden of proof upon the proponent of a rule or order. As the proponent of a rule or order, Complainant has the burden of proof in this matter pursuant to 66 Pa.C.S. § 332(a).

To establish a sufficient case and satisfy the burden of proof, Complainant must show that the respondent public utility is responsible or accountable for the problem described in the Complaint. *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa. PUC 196 (1990), *Feinstein v. Phila. Suburban Water Co.*, 50 Pa. PUC 300 (1976). Such a showing must be by a preponderance of the evidence. *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600, 602 (Pa.Cmwlth. 1990), *alloc. den.*, 602 A.2d 863 (Pa. 1992). That is, by presenting evidence more convincing, by even the smallest amount, than that presented by the other party. *Se-Ling Hosiery v. Margulies*, 364 Pa. 45, 70 A.2d 854 (1950). Additionally, any finding of fact necessary to support the Commission's adjudication must be based upon substantial evidence. *Mill v. Pa. Pub. Util. Comm'n*, 447 A.2d 1100 (Pa.Cmwlth. 1982); *Edan Transp. Corp. v. Pa. Pub. Util. Comm'n*, 623 A.2d 6 (Pa.Cmwlth. 1993); 2 Pa.C.S. § 704. More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Norfolk & W.Ry. 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 (1960); *Murphy v. Pa. Dep't of Pub. Welfare, White Haven Cntr.*, 480 A.2d 382 (Pa.Cmwlth. 1984).

Upon the presentation by the Complainant of evidence sufficient to initially satisfy the burden of proof, the burden of going forward with the evidence to rebut the evidence of the Complainant shifts to the Respondent. If the evidence presented by the Respondent is of co-equal weight, the Complainant has not satisfied his burden of proof. The Complainant would be required to provide additional evidence to rebut the evidence of the Respondent. *Burleson v. Pa. Pub. Util. Comm'n*, 443 A.2d 1373 (Pa.Cmwlth. 1982), *aff'd*, 461 A.2d 1234 (Pa. 1983).

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).

The Complainant alleges that PGW erred in opening an account in her name for 7120 Lawndale Avenue and transferring the balance from a prior account in her deceased husband's name. PGW maintains that it properly opened an account in the Complainant's name and transferred the balance to her account because the Company found that the Complainant was associated with the 7120 Lawndale Avenue address and gas service was on at the residence and being used.

Section 1403 of the Public Utility Code defines "Applicant" and "Customer" as follows:

"Applicant." A natural person not currently receiving service who applies for residential service provided by a public utility or any adult occupant whose name appears on the mortgage, deed or lease of the property for which the residential utility service is requested.

and

"Customer." A natural person in whose name a residential service account is listed and who is primarily responsible for payment of bills rendered for the service or any adult occupant whose name appears on the mortgage, deed or lease of the property for which the residential utility service is requested.

66 Pa.C.S. § 1403.

Section 1407 of the Public Utility Code states in pertinent part:

(d) Payment of outstanding balance at premises. --A public utility may also require the payment of any outstanding balance or portion of an outstanding balance if the applicant resided at the property for which service is requested during the time the outstanding balance accrued and for the time the applicant resided there.

(e) Approval. --A public utility may establish that an applicant previously resided at a property for which residential service is

requested through the use of mortgage, deed or lease information, a commercially available consumer credit reporting service or other methods approved as valid by the commission.

66 Pa.C.S. § 1407.

The Complainant asserts that she is not responsible for charges from 7120 Lawndale Avenue because she had not lived at the residence since 2013 or 2014 and the prior balance was related to her deceased husband, who lived at and owned the property. The Complainant further disputes that gas was being used at the property. However, the Complainant was associated with the address based on a credit check conducted by PGW and through the Complainant's driver's license.

The Complainant provided PECO bills for three different dates in 2016 and 2017 for three different addresses. *See* Complainant Late Filed Exh. No. 1. The Complainant also provided a written statement from her son which indicated that she lived with him at another address between 2018-2019. The statement was not clear as to the specific time when she resided with her son in 2018-2019. *See* Complainant Late Filed Exh. No. 5. I do not find this evidence persuasive in establishing her residence in another location because the Complainant requested that service be placed in her name immediately after her husband's death and used the Service Address for her driver's license.

Further, PGW presented testimony and evidence that established that the Complainant was associated with the Service Address. The Complainant acknowledged that she has lived at the address at some point in time. Tr. 12. Further, PGW's witness, Ms. Glace, testified that in November 2019, the Complainant wanted to put gas service in her name at 7120 Lawndale Avenue, but was told that she would have to assume her deceased husband's outstanding balance. Tr. 8. Ms. Glace noted that the address on the Complainant's current driver's license lists 7120 Lawndale Avenue. Tr. 30. Ms. Glace noted that PGW found through a credit check and the Complainant's driver's license that the Complainant was associated with the 7120 Lawndale Avenue address. Tr. 50, 52; PGW Exh. 2. On December 19, 2019, PGW transferred service to the Complainant's name and also transferred the balance of \$2,514.58 from her late husband's account. Tr. 50, 52; PGW Exhs. 1 & 3. The gas service at the Service

Address was placed in the Complainant's name because the gas service was on and gas was being used at the residence. Tr. 55; PGW Exh. 3. Ms. Glace indicated that PGW did not accept the Complainant's paperwork regarding her residence for the disputed time period from January 2016 to November 2019, because it was not adequate to establish her residence elsewhere. Tr. 50; PGW Exh. 2.

The Complainant contends that there is a gas leak and that any usage at the Service Address is related to the leak and not because she was in the residence. However, PGW has not received any calls or requests for service for a gas leak at the Service Address. Tr. 55; PGW Late Filed Exh. 5. Moreover, if there is a gas leak from an appliance inside the residence, it is PGW's policy that this would be the responsibility of the customer. Tr. 55.

Based on all of the above, it is clear that the Complainant has failed to meet her burden of proof under the law to establish that she was not responsible for the charges that were accrued at the Service Address. The Complainant was not able to establish that she resided at another location during the same time period. Therefore, the Complainant is responsible for the outstanding charges for the Service Address.

In so much as the Complainant is liable for the charges, PGW is permitted to transfer the charges to the Complainant's new service account. Pursuant to 52 Pa.Code § 56.35, transfers of accounts:

(a) A public utility may require, as a condition of the furnishing of residential service to an applicant, the payment of any outstanding residential account with the public utility which accrued within the past 4 years for which the applicant is legally responsible and for which the applicant was billed properly.

(b) A public utility may not require, as a condition of the furnishing of residential service, payment for residential service previously furnished under an account in the name of a person other than the applicant, except as provided for in paragraphs (1) and (2).

(1) A public utility may require the payment of an outstanding balance or portion of an outstanding balance if the applicant resided at the property for which service is requested during the time the outstanding balance accrued and for the time the applicant

resided there, not exceeding 4 years from the date of the service request. The 4-year limit does not apply if the balance includes amounts that the public utility was not aware of because of fraud or theft on the part of the applicant.

(2) A public utility may establish that an applicant previously resided at a property for which residential service is requested through the use of mortgage, deed or lease information, a commercially available consumer credit reporting service or other methods approved as valid by the Commission. Public utilities shall include in their tariffs filed with the Commission the methods, other than those specifically mentioned in this paragraph, used to determine the applicant's liability for any outstanding balance.

52 Pa.Code § 56.35 (a), (b) (1)-(2).

The Company was entitled to transfer the balance from her late husband's account at the Service Address to the Complainant's account because she has been found to be responsible for the outstanding balance. It is not unreasonable for PGW to request that the Complainant pay the outstanding balance. There is nothing that the Company has done in this case that is in violation of a Commission rule, regulation or order. As such, the Complainant is responsible to pay the outstanding balance from the Service Address and her Complaint is dismissed.

#### CONCLUSIONS OF LAW

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

2. Pursuant to 66 Pa.C.S. § 332(a), the burden of proof in this proceeding is upon the complainant. 66 Pa.C.S. § 332(a).

3. Any finding of fact necessary to support the Commission's adjudication must be based upon substantial evidence. *Mill v. Pa. Pub. Util. Comm'n*, 447 A.2d 1100 (Pa.Cmwlth. 1982); *Edan Transp. Corp. v. Pa. Pub. Util. Comm'n*, 623 A.2d 6 (Pa.Cmwlth. 1993); 2 Pa.C.S. § 704.

4. A “customer” is defined as a natural person in whose name a residential service account is listed and who is primarily responsible for payment of bills rendered for the service or any adult occupant whose name appears on the mortgage, deed or lease of the property for which the residential utility service is requested. 66 Pa.C.S. § 1403.

5. An “applicant” is defined as a natural person not currently receiving service who applies for residential service provided by a public utility or any adult occupant whose name appears on the mortgage, deed or lease of the property for which the residential utility service is requested. 66 Pa.C.S. § 1403.

6. A public utility may also require the payment of any outstanding balance or portion of an outstanding balance if the applicant resided at the property for which service is requested during the time the outstanding balance accrued and for the time the applicant resided there. 66 Pa.C.S. § 1407.

7. A public utility may establish that an applicant previously resided at a property for which residential service is requested through the use of mortgage, deed or lease information, a commercially available consumer credit reporting service or other methods approved as valid by the Commission. 66 Pa.C.S. § 1407.

8. A public utility may require, as a condition of the furnishing of residential service to an applicant, the payment of any outstanding residential account with the public utility which accrued within the past 4 years for which the applicant is legally responsible and for which the applicant was billed properly. 52 Pa.Code § 56.35(a).

9. The Complainant did not meet her burden of establishing that PGW violated the Public Utility Code, Commission regulations or a Commission Order regarding the opening the account in the Complainant’s name and transfer of the balance from her deceased husband’s account for the address in question.

ORDER

THEREFORE,

IT IS ORDERED:

1. That PGW Late Filed Exhibit No. 5 is admitted into the record at Docket No. F-2020-3021754;
2. That Complainant's Late Filed Exhibit Nos. 1 through 5 are admitted into the record at Docket No. F-2020-3021754;
3. That the Complaint of Leslie Griggs against Philadelphia Gas Works at Docket No. F-2020-3021754 is denied and dismissed; and
4. That Docket No. F-2020-3021754 be marked closed.

Date: March 2, 2021

\_\_\_\_\_  
/s/  
Marta Guhl  
Administrative Law Judge