

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

WANDA WALKER	:	
	:	
Complainant	:	
	:	
v.	:	Docket No. C-2020-3023220
	:	
PECO ENERGY COMPANY	:	
	:	
Respondent	:	

**EXCEPTIONS OF
OF PECO ENERGY COMPANY**

Pursuant to 52 Pa Code §5.533, PECO Energy Company (“PECO”) hereby files its Exceptions to the Initial Decision (“I.D.”) of Administrative Law Judge Darlene Heep (“ALJ Heep”) issued on February 28, 2022, in the above-referenced matter and states the following:

I. Introduction

The Complainant in this proceeding, Wanda Walker, is a landlord property owner who has had approximately fifty (50) accounts in her name at various points in time with PECO. The Complainant currently has eleven (11) active accounts in her name with PECO Energy. The Complainant is receiving services at 452 Twickenham Rd., Glenside PA 19038; 5015 Wayne Avenue, Philadelphia, PA 19144; 5023 Wayne Avenue, Philadelphia, PA 19144; and 6801 N. 17th Street, Philadelphia, PA 19126 respectively. On December 9, 2020, PECO Energy was served with a Complaint where the Complainant disputed the amount of the balance transfers that occurred on her various accounts.

The *Walker* I.D. holds that PECO improperly transferred \$1,777.34 in charges from 6801 North 17th Street 2 MID 4, Account 41133-XXXX, to the Complainant’s residential

Glenside Account. I.D. at 12. The I.D. further holds that “given the separate meters for each unit, the Complainant cannot be held responsible for tenant charges under 66 Pa.C.S. § 1529.1.”

Id. The I.D. held that PECO erroneously transferred tenant balances to the Complainant's home account.

As set forth below, PECO respectfully requests that the Commission overturn the holding in the *Walker* I.D. that PECO improperly transferred the balance of \$1,777.34 to the Complainant’s Glenside account.

II. Argument

A. The Complainant Failed to Meet her Burden of Proof that the Balance Transfer was Improper

The I.D. states that the PECO account statements in the record include only one account for the Complainant on 6801 N. 17th Street, 2, Mid 4, Philadelphia, PA and that is for public lighting areas, Account 44226- XXXX. with a balance of \$107 (Exhibit 5). I.D. at 12. However, PECO submitted an itemized list all of the Complainant’s transfer balance history. *See*, PECO’s Exhibit 6. PECO submitted documentation that the Complainant obtained service in her name at 6801 N. 17th Street, 2, Mid 4, Philadelphia, PA on March 23, 2017. On July 18, 2018, the account finaled with an outstanding balance of \$703.34. *Id.* On October 23, 2018, the Complainant reestablished service in her name at 6801 N. 17th Street, 2, Mid 4, Philadelphia, PA. On June 3, 2019, the account finaled leaving an outstanding balance of \$1,777.34. *See*, Exhibit 6. At no point in time did PECO transfer a balance accrued by a tenant to any account of the Complainant. At no point in time did the Complainant put forth evidence that PECO transferred a balance accrued by a tenant to any account of the Complainant.

Pursuant to 52 Pa. Code. § 56.16. Transfer of accounts.

(a) A customer who is about to vacate premises supplied with public utility service or who wishes to have service discontinued shall give at least 7 days notice to the public utility and a noncustomer occupant, specifying the date on which it is desired that service be discontinued. In the absence of a notice, the customer shall be responsible for services rendered.

(b) In the event of discontinuance or termination of service at a residence or dwelling in accordance with this chapter, a public utility may transfer an unpaid balance to a new residential service account of the same customer.

In this case, the Complainant requested that service be placed in her name at multiple properties, including service at 6801 N. 17th Street, 2, Mid 4, Philadelphia, PA. The bills and balances were accumulated during the time frame that the accounts were in the Complainant's name. *See*, Exhibit "6". Pursuant to 52 Pa. Code. §56.16(a), the Complainant had an obligation to contact the company to discontinue service; and therefore, she is responsible for the charges incurred until the service was discontinued, and final billed. Pursuant to 52 Pa. Code. §56.16(b), the accounts were in the name of the Complainant, therefore the balances were properly transferred to an active account of the Complainant.

The Complainant failed to produce any evidence that she did not place service in her name at 6801 N. 17th Street, 2 Mid 4, Philadelphia, PA during the time that the balance accrued. The I.D. supports its position by the Complainant's testimony that when a tenant vacates an apartment, the Complainant contacts PECO and asks PECO to put service in her name so that she can work on the apartment to prepare it for the next tenant. (Tr. 37). I.D. at 7. It relies on the Complainant's testimony that "the tenants whose bills she received had service in their own names as part of a requirement of the Philadelphia Rapid Housing Program, a program for homeless women and families and people needing shelter. (Tr. 39-42)." I.D. at 11-12. However,

the Complainant failed to produce any evidence to support her testimony. The Complainant's testimony was not even in reference to a specific time frame or apartment, including 6801 N. 17th Street, 2 Mid 4, Philadelphia, PA. The Complainant also testified that she did not require proof of utility service from her tenant's, but assumed service was in their name as a part of the housing program.

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. §332(a). To establish a sufficient case and satisfy the burden of proof, the Complainant must show that the Company is responsible or accountable for the problem described in the Complaint. *Patterson v. The Bell Telephone Company of Pennsylvania*, 72 Pa. P.U.C. 196 (1990) (Patterson). Such a showing must be by a preponderance of the evidence. *Samuel J. Lansberry, Inc. v. Pa. PUC*, 3. However, mere bald assertion, personal opinions or perceptions do not constitute evidence to bolster a claim. *Pa. Bureau of Corrections v. City of Pittsburgh*, 516 Pa. 75, 532 A.2d 12 (1987); *Helen Leung v. Philadelphia Gas Works*, 2021 PA. PUC LEXIS 519 (2021).

In *Leung v. Philadelphia Gas Works*, the Commission held the property owner responsible for the transferred balances which she alleged belonged to her tenants. The Commission further held that utilities are required to list accounts for individually-metered rental units in the name of the owner, absent a request for service by the tenant or other authorized representative. Pursuant to 66 Pa. Code 1529.1:

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.

Thus, as the property owner without a tenant of record holding an account with PECO, the account and its balance was property attributable to the Complainant. Moreover, the Complainant failed to produce any evidence that she did not place service in her name or that service was in the name of any tenant during the accumulation of charges at 6801 N. 17th Street, 2 Mid 4, Philadelphia, PA during the time that the charges of \$1,777.34 accumulated. To the contrary, the Complainant testified that she often placed service in her name at her apartment units after a tenant vacated in order to make repairs. I.D. at 7.

Accordingly, PECO respectfully requests that the Commission conclude that PECO properly applied the outstanding balance of the Complainant to her active account and did not erroneously transfer tenant balances to the Complainant's home account.

III. Conclusion

For the reasons stated above, PECO respectfully requests that the Commission issue an Order in this proceeding that:

1. The Complaint is denied in its entirety as to PECO.
2. The docket is closed.

Respectfully submitted,

/s/Khadijah Scott

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Dated: March 18, 2022

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VERIFICATION

I, Khadijah Scott, hereby declare that I am counsel for PECO Energy Company; that as such I am authorized to make this verification on its behalf; that the facts set forth in the foregoing Pleading are true to the best of my knowledge, information and belief, and that I make this verification subject to the penalties of 18 Pa. C.S. § 4904 pertaining to false statements to authorities.

Date: March 18, 2022

/s/ Khadijah Scott
Khadijah Scott

