BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Elizabeth Santos	:	Docket No.
	:	C-00967757
v.	:	
	:	
Metropolitan Edison Company	:	
Complaint-Appellant	:	

ORDER GRANTING MOTION TO JOIN INDISPENSABLE PARTIES

On February 29, 1996, Metropolitan Edison Company (Met Ed) filed a complaint appealing the decision issued by the Bureau of Consumer Services (BCS) resolving Elizabeth Santos' informal complaint against it. BCS No. 0274804, dated December 22, 1995 (BCS decision, or Mediation decision). On March 27, 1995, Met Ed filed a Motion to Join Indispensable Parties (Motion) and served it by mail with a notice to plead in 20 days on the two designated persons. Any response in opposition should have been filed by April 19, 1996. No response in opposition has been received from either party.

Based on Met Ed's averments in its complaint and Motion, the two persons should be joined. They were each owners of the building in which Santos is a tenant during the period covered by her informal complaint, and under 66 Pa. C.S. §1529.1, may be held liable to pay for the electricity provided to that building while they owned it. They should have notice of and opportunity to participate in this proceeding.

JLS

ORDER

1. The following persons shall be joined as parties to

this proceeding, and shall be added to the service list, and shall be served with all relevant notices and documents as provided by the Commissions's regulations:

Loan Phan
802 Hamilton St., No. 1
Allentown, PA 18103

Cesar S. Pomales
212 South 9th St.
Reading, PA 18601

2. A hearing shall be scheduled at the earliest convenience.

Allison K. Turner
ALLISON K. TURNER
Administrative Law Judge

Dated: 4/25/96

Commonwealth of Pennsylvania

Pennsylvania Public Utility Commission
PO Box 3265, Harrisburg, PA 17105-3265

May 3, 1996

IN REPLY PLEASE REFER TO OUR FILE

In Re: C-00967757
000129

(See attached list)

Elizabeth Santos
v.
Metropolitan Edison Company (Complaint Appellant)

Hearing Notice

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

Type:	**Initial**
Date:	**Thursday, June 13, 1996**
Time:	**10:00 a.m.**
Location:	**In an available hearing room** **Ground Floor** **North Office Building** **North Street and Commonwealth Avenue** **Harrisburg, Pennsylvania**
Presiding Officer:	**Administrative Law Judge Allison K. Turner** P.O. Box 3265 Harrisburg, PA 17105-3265 Telephone: (717) 787-8813

KJR

Attention: You may lose the case if you do not come to this hearing and present facts on the issues raised.

If you intend to file exhibits, 2 copies of all hearing exhibits to be presented into evidence **must** be submitted to the reporter. An additional copy **must** be furnished to the Presiding Officer. A copy **must** also be provided to each party of record.

Except for those individuals representing themselves, the Commission's rules require that all parties have an attorney; therefore, you should have an attorney of your choice file an entry of appearance before the scheduled hearing.

If you have questions about this hearing, please call (717) 787-1388 on or before June 6, 1996.

If you are a person with a disability, and you wish to attend the hearing, we may be able to make arrangements for your special needs. Please call Norma Lewis at the Public Utility Commission:

- Scheduling Office: 717-787-1399
- AT&T Relay Service number for persons who are deaf or hearing impaired: 1-800-654-5988.

pc: Judge Turner
Consumer Advocate
Norma Lewis
Janice Zurat, Scheduling Officer
Calendar File
Beth Plantz
Docket Section

PP&L Pennsylvania Power & Light Company
Two North Ninth Street • Allentown, PA 18101-1179 • 610/774-5151

Jesse A. Dillon
Counsel
610/774-5013

FAX: 610/774-6726

June 3, 1996

Mr. John G. Alford, Secretary
Pennsylvania Public Utility Commission
North and Commonwealth Streets
Harrisburg, Pennsylvania 17105-3265

Elizabeth Santos v.
Metropolitan Edison Company, Appellant
Docket No. C-00967757

Dear Secretary Alford:

Enclosed for filing in the above-captioned matter are an original and two copies of the "Petition of Pennsylvania Power & Light Company To Intervene."

Pursuant to 52 Pa. Code § 1.11, the enclosed document is to be deemed filed on June 3, 1996, which is the date it was deposited with an overnight express delivery service as shown on the delivery receipt attached to the mailing envelope.

In addition, please date and time-stamp the enclosed extra copy of this letter and return it to me in the envelope provided.

Very truly yours,

Jesse A. Dillon

JLS

Enclosures

cc: Certificate of Service

PP&L Pennsylvania Power & Light Company
Two North Ninth Street • Allentown, PA 18101-1179 • 610/774-5151

Jesse A. Dillon
Counsel
610/774-5013

FAX: 610/774-6726

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Very truly yours,

Jesse A. Dillon

JLS

Enclosures

cc: Certificate of Service

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

In Re: Complaint of Elizabeth Santos :

v. : Docket No. C-00967757

Metropolitan Edison Company, Appellant :

PETITION OF PENNSYLVANIA POWER & LIGHT COMPANY TO INTERVENE

TO ADMINISTRATIVE LAW JUDGE DEBRA PAIST:

Pennsylvania Power & Light Company ("PP&L") hereby petitions to intervene in the above-captioned proceeding pursuant to Sections 5.71 through 5.76 of the Pennsylvania Public Utility Commission's ("PUC" or "Commission") Rules of Administrative Practice and Procedure, 52 Pa. Code §§ 5.71-5.76, and in support thereof states as follows:

1. PP&L is a PUC-jurisdictional electric public utility providing service to approximately 1.2 million customers in Central Eastern Pennsylvania.

2. Since September 1, 1993, PP&L, along with all other public utilities in the Commonwealth, has been subject to Act 54 of 1993. Among other things, this law addresses long-standing problems associated with the discovery of foreign load on a tenant's utility bill.

As demonstrated by Attachment A hereto, the Commission's Bureau of Consumer Services ("BCS") has issued at least two conflicting and contradictory informal opinions regarding the interpretation of certain provisions of Act 54 of 1993, including the backbilling provisions at issue in this case. From conversation with counsel for Met Ed, PP&L understands that Met Ed intends to introduce these conflicting interpretations into evidence in this case, as PP&L already has done in other cases before this Commission.

3. A more uniform interpretation of Act 54 of 1993 would benefit all parties involved, including PP&L.

4. PP&L also questions whether both of BCS's informal interpretations can be reconciled with the three PUC decisions on Act 54 of 1993 or with the BCS' decision in this case. R&B Reddy, Inc. v. Peoples Natural Gas Co., Docket No. Z-00946080 (May 25, 1995); Sarah Divilly v. Duquesne Light Co., Docket No. C-00946235 (May 25, 1995); and David P. Boyce v. Duquesne Light Co., Docket No. Z-00223698 (June 30, 1994).

5. On at least one occasion, BCS has made informal complaint decisions against PP&L that are similar to the informal decision in this case.

6. PP&L has a substantial interest in the relief requested by the Metropolitan Edison Company ("Met Ed") in its complaint, which interest is not adequately represented by either Met Ed or Ms. Santos. In its complaint, Met Ed has not raised the issue of the previous PUC decisions. PP&L may be affected significantly by any precedent set or established in this proceeding. Moreover, PP&L

is subject to BCS interpretation issues such as those raised in this case in its frequent contacts with BCS and its staff.

7. PP&L also has a substantial, direct and immediate interest because PP&L has other formal complaint cases pending before the Commission and its ALJs, involving similar issues but with fact patterns which may be dissimilar. See, e.g., James Gebhardt v. PP&L, Docket No. F-00300717; Henry K. Fisher v. PP&L, Docket No. C-00957391; Thomas S. Higgins v. PP&L, Docket No. F-00287132; Katherine A. Karns v. PP&L, Docket No. Z-00302836; Herbert Leisy v. PP&L, Docket No. C-00967641; Thomas J. Mumaw v. PP&L, Docket No. Z-00282169; Ray R. Warfel v. PP&L, Docket No. C-00967875.

8. So as not to interfere with the orderly conduct of this case, and so as not to slow or interfere with adjudication of this case, PP&L intends to participate in this proceeding in a limited manner, including only participation in briefing, exceptions and reply exceptions, as appropriate. Because hearings in this proceeding have not yet been held and because of PP&L's forbearance from participation in hearings, PP&L's participation in this proceeding will not cause any delay in the resolution of the proceeding or cause any unreasonable burden for the parties, the Administrative Law Judge or the Commission. In fact, PP&L's participation in this proceeding actually may be beneficial and could assist in the overall resolution of the issues raised in the complaint.

9. Counsel for Met Ed has represented to counsel for PP&L that Met Ed does not object to PP&L's intervention in this case.

WHEREFORE, for the foregoing reasons, Pennsylvania Power & Light Company hereby requests that the Administrative Law Judge grant its Petition to Intervene in the above-captioned proceeding.

Respectfully submitted,

PENNSYLVANIA POWER & LIGHT COMPANY

By: _____

Jesse A. Dillon
Pennsylvania Power & Light Company
Two North Ninth Street
Allentown, PA 18101
(610) 774-5013

Dated: June 3, 1996

WHEREFORE, for the foregoing reasons, Pennsylvania Power & Light Company hereby requests that the Administrative Law Judge grant its Petition to Intervene in the above-captioned proceeding.

Respectfully submitted,

PENNSYLVANIA POWER & LIGHT COMPANY

By: _____

Jesse A. Dillon
Pennsylvania Power & Light Company
Two North Ninth Street
Allentown, PA 18101
(610) 774-5013

Dated: June 3, 1996

PEA MEETING MARCH 7, 1995

BUREAU OF CONSUMER SERVICES' POSITION ON LANDLORD TENANT ISSUES

(Act 54, revisions to 66 Pa. C.S. §1521 et. seq.)

I. Interpretation of the Phrase "Individually Metered"

BCS does not consider dwelling units to be "individually metered" if the meter registering usage for a dwelling unit also records usage for something outside the dwelling unit (i.e., hall lighting, furnace fan, or a water heater that supplied hot water to several units). BCS assumes that the term "individually metered" as used at §1529 means more than the fact that each apartment in a residential building has a separate meter. BCS believes that, besides separate meters for each unit, the meter for each unit must register usage exclusively for the unit or it is not "individually metered." The amount of "foreign load" on a meter may be small but has no impact on whether the application of §1529.1(b) is necessary.

II. Placing the Landlord/Owner Onto the Account as the Ratepayer of Record

The utility should place the account in the landlord/owner's name effective the date they become aware of a landlord and tenant situation or a "foreign load" situation. Section 1529(b) states that the landlord's liability for utility payments attaches after the required notice is given by him to the utility. The pertinent part of this subsection indicates that once the notice required by Subsection (a) is given, "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 thereunder. . ." 66 Pa. C.S. §1529.1(b) (emphasis added). BCS has encouraged utilities to notify the landlord, prior to placing the account in his name, so that rewiring or repiping could be a potential response.

(over)

III. Refund of Monies Paid by Renter on the Account Once a Landlord-Ratepayer Has Been Documented

A renter is not entitled to a refund or credit for the monies paid by the renter for the utility service furnished from September 1, 1993 (effective date of §1529) to the date the utility placed the account in the name of the owner.

The tenant has a means of recouping utility service payments made on the landlord's behalf (66 Pa. C.S. §1529). It appears that under the law tenants may withhold rent payments from their landlord to offset the amount paid to the utility on the landlord's behalf since September 1, 1993, the effective date of Act 54. The tenant is protected from retaliation by the landlord and civil remedies are available for the tenant (66 PA. C.S. §1531).

BCS has taken these positions relating to the above-mentioned landlord/tenant issues with the guidance of Law Bureau.

Please be advised that pursuant to 52 PA Code §1.96, these informal opinions are provided solely as an aid to you. It is not binding upon the Commonwealth or the Commission. Informal opinions are subject to withdrawal or change any time to conform with new or different interpretations of the law.

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P.O. BOX 3265, HARRISBURG, PA 17105-3265

January 25, 1994

DAVID O EPPLE
DIRECTOR REGULATORY AND COMMITTEE AFFAIRS
PENNSYLVANIA ELECTRIC ASSOCIATION
301 APC BUILDING
800 NORTH THIRD STREET
HARRISBURG PA 17102

Dear Mr. Epple:

Over the past several months, individual companies and associations have submitted many questions regarding the revised landlord/tenant regulations. The purpose of this letter is to provide companies with a list of these questions followed by the Bureau of Consumer Services' (BCS) answers. This will help ensure uniformity of application of the revised law.

Question #1. Section 1526, delivery and contents of first termination notice to tenant: The notice required to be given to a tenant "shall be sent by first class mail or otherwise hand-delivered to each affected tenant by name at his individual dwelling unit, or by unit number or unit designation, and shall be posted in common areas." (emphasis on the word "and"). Must the posting occur whether the notice is hand-delivered or mailed first class?

Answer: The regulation states two ways of notifying the tenants. Use of the conjunction "or" shows there is an option. Use of the word "and" later means the posting must occur with either option.

Question #2. Service is in the owner/landlord's name at an individually metered dwelling unit. The owner rents the apartment. The rental agreement says that the utility service is not included in the rent. The renter is responsible for payment of utility service. The renter moves in but does not request utility service in his name. The owner/landlord contacts the utility company and requests discontinuance of service. What notification process should the company follow?

Answer: First, it appears that the renter, in this situation, does not meet the definition of Tenant contained in House Bill 678. The company should request information relating to the rental agreement. For example, the landlord should provide a copy of the written lease. If the landlord advises that a verbal lease exists, the company should call the renter to verify the terms of the rental

agreement. If the renter is responsible for payment of utility service and if the owner/landlord requested discontinuance of service, the company should proceed with the ten-day posting following 56.72(2). If the lease is verbal and the landlord and tenant disagree on the terms relating to who pays for utility service, then the utility should treat the landlord's request as a termination since the tenant does not agree to the cessation of service.

Question #3. Section 1525(b) states the procedures that constitute effective notice to the landlord. In section 4 it states, "If the landlord ratepayer's place of business is located outside this Commonwealth and no agent of the landlord ratepayer is located in the State, notice by certified mail and notice by first class mail to the landlord ratepayer on the same business day." Should utilities interpret this to mean if the landlord ratepayer and/or agents are located outside their operating service area?

Answer: The regulation clearly says "this Commonwealth" and further indicates "in the State." Clearly the regulation means that the landlord ratepayer is not located in Pennsylvania. In BCS' opinion, the term "service territory" has nothing to do with the requirements in this section.

Questions #4. Section 1526 relates to delivery and contents of the first termination notice to tenants. If a utility does not send the notice by first class mail, they shall hand-deliver the notice. Hand-deliver shall mean two attempts at personal service at the dwelling. In addition, attempts at personal service are explained. Would two attempts during normal working hours by utilities, considering manpower constraints and safety aspects, be sufficient?

Answer: The regulations specifically say that one attempt at personal service must be made between 8:00 a.m. and 5:00 p.m. Monday through Friday. The other attempt must be 6:00 p.m. to 10:00 p.m. Monday through Friday or 8:00 a.m. to 5:00 p.m. Saturday or Sunday. The attempts must be made not less than four hours apart. In other terms, it is quite clear what constitutes two attempts. It cannot be interpreted to mean two attempts during normal working hours.

Question #5. Section 1529 requires a utility company to change the name on the account from tenant to the landlord if applicable. If an arrearage exists then, should that bill remain the responsibility of the tenant?

Answer: The company should correct the billing effective September 1, 1993, the effective date of House Bill 678. Therefore, the tenant may owe some arrearage and the owner/landlord may be billed for some utility service. If there have been several tenants that were in billing until the company is made aware of the situation, the entire billing to September 1, 1993 should be corrected.

Question #6. Section 1529 says that if a utility identifies an owner/landlord situation that service shall be placed in that individual's name. Can the company arbitrarily place service in the owner/landlord's name?

Answer: The regulation does imply that the company can arbitrarily determine responsibility in these instances. However, I believe that the company must completely investigate the situation. They should search records to be sure of the responsible party (deed books etc.). In addition, they should attempt to contact that person before making the billing change to verify their information is accurate. If, after discussion with the apparent owner/landlord, he/she disagrees that he/she is owner/landlord, then the utility should put its position in a §56.152 report and wait until the appeal period expires before placing the account in that individual's name.

Question #7. A renter is to pay for utility service to their apartment, but later finds out they are paying for some service to another apartment. In the past this was considered foreign load. Does this still apply?

Answer: This technically could be a master meter for a multi unit dwelling. Therefore the account would be placed in the owner/landlords' name, until he makes the corrections. After the corrections are made the terms of the lease would indicate that the renter would then be responsible for payment. Service provided before placing the account in the owner/landlord's name should be treated as in the past in cases of foreign load.

Question #8. When a single meter multiple unit has a tenant that pays the electric bill but has no lease, written or oral, to pay rent, what notice type is required? An example is family arrangements.

Answer: There was recently a gas complaint similar to this issue. The house was occupied by a couple who were purchasing the property from the owner (sales agreement). They were responsible for payment of utility service and had service in their name. The utility found out that the upstairs was made into an apartment where the couples' mother resided. There was no rent paid by the mother to the owner of the property or the family members. This appears to just be a single meter dwelling occupied by one family. Therefore, it does not meet the definition of "tenant" and/or "landlord" according to the law. The key point is if rent is paid. In this instant case, it should be handled strictly as a residential account, 56.91-56.96. If there is nonpayment or nonaccess, the 10-day, 3-day, 48-hour, and post termination would apply. The only people affected are the ratepayer and his family.

Question #9. How does a utility treat an application for service, when service is off and a squatter is involved?

Answer: You should look for legal grounds for the person to be residing there; i.e., rent receipts, lease, check stubs, money order receipts, etc. If such evidence is provided, the applicant is to be treated as a "legal tenant." Further, with the new landlord/tenant definitions, you must continue the process to determine if the landlord was to pay for utility service at the property. If proof of occupancy is not provided or if the building has been condemned the company would not be obligated to provide service.

Question #10. How does a utility treat an application for service, when service is on and a squatter is involved?

Answer: The utility cannot immediately terminate if the landlord calls to request service be discontinued because the people living there are squatters. The landlord must provide reasonable information that the persons have no right to be there, such as an eviction notice, or show that the building has been condemned. Without such proof, according to the regulations, the company would determine what the rental terms are and who should be responsible for payment of utility service.

Question #11. When a tenant states they have a verbal lease, can a utility use copies of rent checks or money orders to verify the validity of the claim? (definitions)

Answer: There is nothing in the revisions that say how the company should verify a verbal lease (this only pertains to single metered units, otherwise §1529 is applied). However, copies of rent checks would not verify that the verbal lease includes utility service paid by the landlord. Therefore, by requesting rent checks or money orders one still could not identify the account properly. The utility must also document that the tenant is claiming that utility service is to be provided by the landlord.
The company should request the name and telephone number of the landlord to call and verify the verbal lease and the terms of the lease. Perhaps even a conference call with the "tenant" and "landlord" would provide the necessary information. If the utility is faced with two conflicting positions; that is, landlord claims service is not part of the lease while tenant says it is, the utility should treat it as a landlord-ratepayer since this allows service to remain on provided the tenant pays while the disagreement goes through the proper legal forum.

Question #12. Non-access is now recognized as grounds for shut-off. What access wording should be in the notices and does the utility need to send prewarning letters? (1523(a)).

Answer: The company must still establish the grounds of unreasonable refusal. I believe they should make the two additional attempts to gain access before

pursuing termination. I would suggest the same language used in the normal 10-day notice for nonaccess to be included on the landlord and the tenant notices. For example, service will be terminated for failure to provide access to the company's meter.

Question #13. The regulation states the Landlord must pay undisputed portion of bills. What happens if the Landlord does not pay, what actions does the Company pursue?

Answer: If the landlord does not pay undisputed portions of the bills, I believe the company would issue a 37-day notice for the amount only. After the seven days, etc., then the company would proceed with the 30-day notice to tenant. However, there may then be a problem with multiple notices, and the company according to 56.21(3) would have to go with the later date. I believe this is why most companies feel it is too complicated to pursue termination for undisputed portions of bills while they are addressing a dispute. After the company has answered a dispute by means of a utility company report, they could revive the original grounds for termination. For example, if only the 37-day notice had been issued, the company would start with the 30-day notice to tenants. If the company had issued the 37 day and the 30-day before registration of the dispute and issuance of a utility company report, then issue the 10-day notice to tenants. Finally, if the 37-day, 30 day, and 10 days were all issued and then the landlord registered a dispute, another 10-day notice should be issued to the tenants, after the utility company report expires. This should not become an issue very often.

Question #14. Personal delivery of the notice to the tenants between 6:00 p.m. and 10:00 p.m. for some companies will create a major safety problem. If more than one person is sent between these hours to deliver the notice(s), the cost doubles and then is still a safety issue. The field person could be walking into a "crack" house, or another unsafe situation to obtain names or leave notices (1526(a)(1)(ii)).

Answer: Section 1526(a)(1)(ii) gives two periods to attempt personal contact. If the company does not want to deliver notices between 6:00 p.m. and 10:00 p.m. on any day Monday through Friday, they have another option. They can attempt personal service between 8:00 a.m. and 5:00 p.m. on a Saturday or Sunday.

Question #15. The Notice to the Tenants does not state that a single unit, single meter tenant can put the account in their name(s). Can the tenant apply for service? (1526(b)(4)).

Answer: If there is a rental agreement that indicates the landlord is responsible for payment of the utility service, the tenant cannot place the account in their name. They have the option of paying the preceding billing period and deducting

the amount from their rent. Then they can continue to pay future bills. The right to place the account in their name has been eliminated from the law. The only way it could be placed in the renter's name would be if the terms of the rental agreement change. If the renter becomes responsible, according to the terms of the lease, for payment of utility service, then he would no longer be a "tenant" by definition in the law. If that information is confirmed by the company, then they could put it in the occupants/renter name. The situation would then be a residential ratepayer's account.

Question #16. Many leases say that the tenant pays electric service. How do we handle single tenant single meter dwellings?

Answer: If the rental agreement between the owner of the property and the renter indicates that the renter is responsible for utility service, this situation does not meet the definition of "Landlord ratepayer" or "tenant." Therefore, when the renter applies for service for a single meter dwelling, they become a "ratepayer" of the utility.

Question #17. Once the notices for Landlord/Tenant have been issued and the tenants do not pay the bill in full but make a partial payment, which would be refunded, what notice is needed to resume the termination?

Answer: If a company receives a partial payment it must be refunded to the tenants. Therefore, it would not stop termination. The company should continue with the termination process. If the last action was the 30-day notice, they would go on to the 10-day notice. If they have already given the 10-day notice, they should have advised the tenant(s) that partial payment does not stop termination of service, and they should continue with the termination of service.

Question #18. Would a shared meter such as electric plugs, water heaters, water pumps, lights be considered as a master metered dwelling?

Answer: If more than one premise is affected by wiring or plumbing to one meter, the ratepayer for that one meter should be the landlord-owner. The renter is being billed for that one meter and the lease states he is to pay for utility service to his premises that he is renting. The other premises affected would not be paying rent to him. Therefore this would not meet the definition of a "landlord" as the ratepayer, or "tenant" according to the law. The utility service should be placed in the landlord-owner's name until the wiring or plumbing is changed to eliminate the foreign load situation.

Question #19. Can we reject a tenants request for service at a master metered dwelling? If so, do we automatically put it in the name of the Landlord? What if the Landlord's address/phone number is not known or not on our records?

Answer: The law does not provide the tenant with the right to place the account in his name when a lease includes utility service paid by the landlord. Therefore, the utility should not place service in a tenant's name when there is a master meter situation. The company should place the account in the landlord-owner's name following the earlier suggestion. The company should contact landlord-owner and advise them of the law. In addition, advise the landlord that he will be billed for service. If the landlord then dispute that issue, a utility company report should be provided when the investigation is completed. If the company does not know the landlord's address or phone number, they should investigate to find out who is the responsible party. For example, ask the tenants, check tax record, or deed information to locate the owner of the property.

Question #20. Are medical certificates applicable?

Answer: The company must continue to apply the medical emergency provisions at 52 PA Code §§56.111-56.118 to landlord-ratepayer situations. This is necessary given the September 11, 1986 Commonwealth Court decision at Tenant Action Group V. Pennsylvania Public Utility Commission, 100 Pa. Commonwealth Ct. 468, 514 A. 2d 1003 (1986).

Question #21. What is a good faith attempt to identify landlord?

Answer: A good faith attempt to identify a landlord is using any and all reasonable resources available to obtain that information. There may be different things available for different locations. Some of these are listed in the answer to Questions #19.

Question #22. How do utilities handle situations where CAP, LIHEAP and other arrangements have been made to pay the account of a master metered dwelling?

Answer: First, how many of these situations exist? BCS experience suggests the answer is: not many. Secondly, if an account is in a renter's name that meets the definition of "tenant" (i.e., there is a lease and the landlord is to pay for utility service), the company should place the account in the landlord's name. The billing situation should be corrected back to the effective date of the revisions, September 1, 1993. If anything is still owed by the renter, who is on CAP or payment arrangement, then let them continue to pay that amount on the final bill. If a LIHEAP grant is received and the renter is no longer a ratepayer of record, then I believe the grant should be returned.

Question #23. The LIURP program, by regulations serves eligible ratepayers of record. The utility suspects that many master metered dwellings, served under a residential rate, are occupied by low income customers. Once the utility puts the owner/landlord's name on the account, these "tenants" would not be eligible

to receive LIURP program services unless the "landlord ratepayer" is also income eligible.

Answer: The LIURP program is available for "ratepayers of record." In addition, it is based on income eligibility. Therefore, if the utility has a "landlord ratepayer" the eligibility would be based on their income.

Question #24: If the tenants elect to exercise their right and pay the preceding thirty-day bill to continue or resume service, the utility company should then notify them of the next current bill. If the tenants fail to pay a succeeding current bill, can that bill plus the new current bill be listed on the notice to tenants as the amount they must pay to continue service? Section 1528(2) reads: "The amount due, which shall include the arrearage on any earlier bill due from tenants."

Answer: The wording of the regulation indicates that the company can include an amount that represents more than the preceding billing period. If the tenants stopped paying the bills, the company can issue a new 30-day notice. If companies have a list of the names of the tenants, they should be permitted to request the missed current bill payments. Keep in mind the tenant can subtract the amount they pay from their rent.

I hope this information is helpful. If you have any questions regarding the above information, please feel free to contact me at 717-783-2067.

Very truly yours,

Sara J. Hinton
Compliance Specialist
Bureau of Consumer Services

cc. Lou Sauers

AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA)
: SS
COUNTY OF LEHIGH)

JOHN R. MENICHINI, being duly sworn according to law, deposes and says that he is Vice President-Customer Services of Pennsylvania Power & Light Company; that he is authorized to and does make this affidavit for it; and that the facts set forth above are true and correct to the best of his knowledge, information and belief and he expects the said Pennsylvania Power & Light Company to be able to prove the same at any hearing hereof.

J. R. Menichini

Sworn to and subscribed
before me this 3rd day
of June, 1996

Francine A. Greenzweig

NOTARIAL SEAL
FRANCINE A. GREENZWEIG, Notary Public
City of Allentown, Lehigh County, PA
My Commission Expires Oct. 29, 1998

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

In Re: Complaint of Elizabeth Santos	:	
v.	:	Docket No. C-00967757
Metropolitan Edison Company, Appellant	:	

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing document upon the participants, listed below, in accordance with the requirements of §1.54 (relating to service by a participant):

VIA FEDERAL EXPRESS

The Honorable Debra Paist
Administrative Law Judge
Pennsylvania Public Utility Commission
North Street and Commonwealth Avenue
Harrisburg, Pennsylvania 17105

John G. Alford, Secretary
Pennsylvania Public Utility Commission
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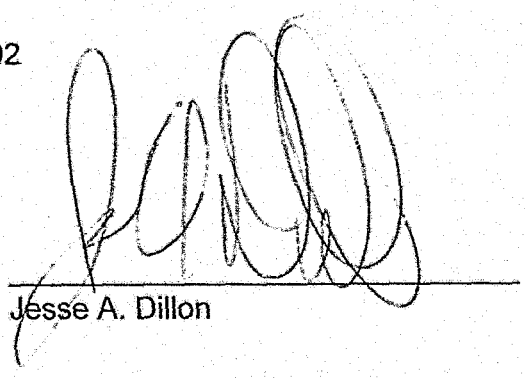

Jesse A. Dillon

Dated: June 3, 1996
at Allentown, Pennsylvania