

ORIGINAL

BEFORE

THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

IN RE: C-00946235 Sarah Divilly v. Duquesne Light Company

Stenographic report of hearing held at the Pittsburgh State Office Building, 300 Liberty Avenue, Pittsburgh, Pennsylvania

Monday,  
December 12, 1994,  
at 10:05 a.m.

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BEFORE

FRED R. NENE, ADMINISTRATIVE LAW JUDGE

APPEARANCES:

REGINA M. SESTAK, ESQUIRE  
Duquesne Light Company  
One Oxford Centre  
301 Grant Street  
Pittsburgh, PA 15219

SARAH DIVILLY, PRO SE  
506 Stratemore Avenue  
Pittsburgh, PA 15205

COURT REPORTER: Shannon C. Hagerney

DEPARTMENT  
OF REVENUE

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WITNESS: SARAH DIVILLY

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CERTIFICATE 46

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COMPLAINANT'S EXHIBITS:

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## P R O C E E D I N G S

JUDGE FRED NENE:

This is the time set for a hearing on the complaint filed by Sarah Divilly against Duquesne Light Company. The matter is docketed before the Commission at number C-00946235. My name is Fred Nene and I'm the Administrative Law Judge assigned by the Commission to issue an initial decision in this matter.

Present in the Courtroom is the Complainant, Ms. Divilly, representing herself. And also present is Duquesne Light Company represented by Attorney Regina Sestak.

The complaint alleges a billing dispute and if there's no preliminary matters to address we will begin developing a factual record. Ms. Sestak, do you have anything?

ATTORNEY SESTAK:

I have nothing preliminary, Your Honor.

JUDGE:

Ms. Divilly, would you raise your right hand to be sworn?

SARAH DIVILLY, CALLED AND SWORN TO TESTIFY

JUDGE:

Now, you're going to put on the record exactly

1 what your complaint is about. If you would first state  
2 your name and spell it, and then give us your address?

3 A. Sure. My name is Sarah Divilly, D, as in David, I-V  
4 as in victory, I-L as in Larry, L as in Larry, Y as in  
5 yesterday. And my address is 506 Stratemore,  
6 S-T-R-A-T-E-M-O-R-E, Avenue, Pittsburgh, PA, 15205.

7 JUDGE:

8 And this complaint regards a piece of property  
9 at a different address; is that correct?

10 A. Right. That's right, yes.

11 JUDGE:

12 Could you give us that address and tell us what  
13 that property is ---?

14 A. It's 1327 Jeffers, J-E-F-F-E-R-S, Street,  
15 Pittsburgh, PA, 15204.

16 JUDGE:

17 You're the landlady of that house?

18 A. That's right, yes.

19 JUDGE:

20 And you rent how many apartments in that  
21 building?

22 A. Well, there's two, two in it, like it's ---.

23 JUDGE:

24 There's two tenants?

25 A. Right. Well, not always, it was empty for quite a

1 while. There was nobody. One person by himself until  
2 November of 1993.

3 JUDGE:

4 Now, this complaint arises from something that  
5 happened on the first floor apartment?

6 A. Right. Yeah. That's right.

7 JUDGE:

8 Could you tell us on the record what happened?

9 A. Yes. A law came out, I guess, in September of 1993,  
10 September 16th, and I didn't know anything about the law.  
11 I was over in Ireland, my mother was sick and I had to  
12 take care of her and that and then I didn't know anything  
13 about it.

14 JUDGE:

15 When did you go to Ireland?

16 A. I went to Ireland in 1993, March.

17 JUDGE:

18 March of '93?

19 A. Right. Yes. And I was over there for over six  
20 months. My mother was very sick and I had to take care  
21 of her. So I didn't know anything about the law or  
22 anything. And Mr. Ron Holster (phonetic) from Duquesne  
23 Light, he called on the phone, you know, and I wasn't in  
24 and I called him back the next morning and he ---.

25 JUDGE:

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When was this?

A. This could have been May 14th or 15th. I'm not sure of the exact date.

JUDGE:

Of this year?

A. Yes, 1994. And he said that a law had come out about --- he said you got a complaint and a law had come out about you just having one meter in the house. And I told him I didn't know anything about the law coming out, you know, as I was overseas and that. And he said that he would put the other line in, you know, and I thought he was going to put in my name from May 16th until he told me about that I had to change the wiring.

JUDGE:

Whose bill did he say he was going to put in your name, the first floor apartment?

A. Yes, that's what I thought he was going to do, put the bill in my name.

JUDGE:

Put two bills in your name? Just one bill because there was one meter and it would be in your name?

A. Yes. Right. And then he said that if I changed the meter I wouldn't be responsible for it, you know. So I got some estimates, you know, called around and I had to wait for the man to get in there and I got it changed

1 around and I got it separated into two meters, you know.

2 JUDGE:

3 When was that accomplished?

4 A. I got the --- I started June 20 --- June 22nd. The  
5 man already had been in there and he wrote me up a  
6 proposal. So it started before that.

7 JUDGE:

8 Okay.

9 A. And then the man, he had a job --- to make him go on  
10 the job he kept saying he was busy and I told him, you  
11 know, that if he didn't go on the job that I would have  
12 to get somebody else. So he went and he did the job  
13 there. And the city inspected it and Duquesne Light came  
14 out and they put in the other meter.

15 JUDGE:

16 And they no longer billed you; is that correct?

17 A. I did get a bill until --- they sent me out a bill  
18 May 16 for \$738.35. This is the first bill going back to  
19 September 16th.

20 JUDGE:

21 Wait a minute. Have you seen this, Ms. Sestak?

22 ATTORNEY SESTAK:

23 Your Honor, I believe she had attached a copy  
24 of this to her complaint as to my recollection as  
25 accurate. No, there was another bill that was attached.

1 No, Your Honor, but I have no reason to believe that it's  
2 not an accurate copy of Duquesne Light Company. Does  
3 that appear to be accurate?

4 A. Yes, it does.

5 JUDGE:

6 So you're referring to a document, a bill that  
7 you attached to the complaint; is that correct?

8 ATTORNEY SESTAK:

9 Your Honor, I don't believe that's the one  
10 that's attached.

11 JUDGE:

12 No, it isn't. I don't believe it is. The one  
13 attached to the complaint has a due date of August 9th,  
14 1994. And the one you're showing us now has a due date  
15 of June 9th, 1994. Do you wish ---?

16 A. This is the --- it's still the --- maybe there's a  
17 little mix up here but this is the bill that they sent  
18 me, the first bill they sent me out. And I paid \$260 on  
19 it.

20 JUDGE:

21 Do you have copies of that bill for everybody?

22 A. Yes, I do.

23 JUDGE:

24 Let's mark it Complainant's Exhibit A.

25 ATTORNEY SESTAK:

1 I believe we have a copy in our record, if the  
2 Court would like a copy.

3 JUDGE:

4 We're going to need two for the Court Reporter  
5 and one for myself. And we're mark it Complainant's  
6 Exhibit A. Then you can tell us about that.

7 OFF RECORD DISCUSSION

8 JUDGE:

9 This is a different one.  
10 A. Yeah, that's another bill.

11 JUDGE:

12 We marked the one that's due June 9th as  
13 Exhibit A.

14 ATTORNEY SESTAK:

15 I believe this is the one that's attached to  
16 the complaint, this August 9th bill, the one that's due  
17 August 9th.

18 JUDGE:

19 Yes, we won't need that one. Do you have these  
20 or do you want me to make copies?

21 A. No, I have --- I'm pretty sure I have copies.

22 JUDGE:

23 Do you see what I'm talking about, the date?  
24 The one you're showing us is June 9th, okay.

25 A. Yes.

1                   JUDGE:

2                   I need, if you had two more copies of this one.  
3 Do you have two copies of this June 9th?

4 OFF RECORD DISCUSSION

5                   JUDGE:

6                   We'll go back on the record and you can  
7 continue to tell us about what's been marked as  
8 Complainant's Exhibit A.

9 A.    Yes, about the bill?

10                   JUDGE:

11                   Yes.

12 A.    Okay. They sent out a bill from September 16 to May  
13 16, and continued on with the bill until the service was  
14 changed, the wiring was changed.

15                   JUDGE:

16                   That's Exhibit A and it totals \$738.35?

17 A.    That's right, yes.

18                   JUDGE:

19                   And what did you do when you got that bill?

20 A.    When I got that bill I was very, very upset about  
21 it, you know.

22                   JUDGE:

23                   Who had been paying the Duquesne Light bill  
24 prior to this bill?

25 A.    The tenants had been paying.

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JUDGE:

Is this the first bill you got regarding  
Stratimore Avenue?

A. Yes.

JUDGE:

This is the first bill you've received?

A. Yes, right. Two of them for the three days.

JUDGE:

And where had the bill been going for this  
property?

A. To the tenants.

JUDGE:

And who had been responsible, as far as you  
were concerned, who paid it?

A. The tenant paid it or I paid half the bill.

JUDGE:

Who is the tenant?

A. Scott Deere (phonetic).

JUDGE:

And do you know when he --- did he pay any of  
these bills that were charged to you?

A. I'm pretty sure he did, yes. Duquesne Light give  
him over \$300 back.

JUDGE:

They did?

1 A. Yes.

2 JUDGE:

3 How do you know that?

4 A. They told me when I went to the office.

5 ATTORNEY SESTAK:

6 Your Honor, we're not disputing the fact that a  
7 refund was given to the tenant on his account, therefore,  
8 I'm not going to object to the hearsay.

9 A. Because he gave me \$200 --- when the real estate  
10 handles the property and when he saw the bill, I gave it  
11 to real estate and I said, I got this bill from Duquesne  
12 Light and I'm very upset about it, you know. And he gave  
13 \$260 to pay part of the bill, because I guess he felt  
14 maybe it wasn't right that he complained and they give  
15 him money back and making me pay for the bill, you know,  
16 and I didn't use any electric.

17 JUDGE:

18 You had a lease with Mr. ---?

19 A. That's right, yes.

20 JUDGE:

21 And what did the lease divide?

22 A. It says half utilities.

23 JUDGE:

24 That's the lease attached to your complaint?

25 A. Yes.

1                   JUDGE:

2                   And that's signed by Scott Deere?

3                   A.    Right, yes.

4                   JUDGE:

5                   And it says that he was responsible for half  
6 the utilities?

7                   A.    That's right.

8                   JUDGE:

9                   And who is responsible for the other half of  
10 the utilities?

11                  A.    If there was nobody on the other side the real  
12 estate would take half out for me and I'd pay the other  
13 half.

14                  JUDGE:

15                  All right. And so if both apartments were  
16 rented then the tenants would ---?

17                  A.    That's split, yes. And they knew that before they  
18 moved there. It was advertised like that and they knew  
19 it before they took the apartment, the real estate had  
20 told them, you know, how it worked.

21                  JUDGE:

22                  I want to be clear then. When you received  
23 this bill due on June 9th, 1994, for \$738.35, you called  
24 the gas company?

25                  A.    The light company.

1           JUDGE:

2           Or the light company.

3           A.    Yes.

4           JUDGE:

5           And the light company told you they were  
6 charging you back until September, the previous  
7 September?

8           A.    Yes, September 16th, 1993.

9           JUDGE:

10           You called the tenant or you talked to the  
11 tenant?

12           A.    No, I don't talk to the tenants. The real estate  
13 tells them. I tell her and she tells them. And we sent  
14 a copy of the bill that came from Duquesne Light.

15           JUDGE:

16           All right. And then what?

17           A.    And then I went up to the office about it, you know,  
18 and they said it wasn't clear, you know. And they still  
19 insisted, you know, that. And so he gave me \$260.

20           JUDGE:

21           Who did?

22           A.    Scott Deere. He gave the real estate \$260 because  
23 he got money. Duquesne Light gave him money back without  
24 questioning then was he on this lease to pay his  
25 utilities or not. They just gave it back like you had

1 said to me, I want \$100 and I just give it to you like  
2 that. So they didn't check it out or anything, just they  
3 gave him that money back. And he gave me \$260 to pay on  
4 this bill here.

5 JUDGE:

6 And do you owe anymore on that bill now?

7 A. As far as I know I paid \$260 and I paid \$100 and I  
8 paid \$50. And the bill is still high.

9 JUDGE:

10 Anything else you want to say?

11 A. I'm sorry?

12 JUDGE:

13 Is there any other evidence or testimony you  
14 have?

15 A. I want to say? Yes.

16 JUDGE:

17 Please continue then.

18 A. All right. My mother passed away and I was out of  
19 the country and I didn't know anything about the law, you  
20 know. And when I was told about the law coming out I did  
21 my best, I got the wiring changed as fast as I could. I  
22 had to wait on the man to come and get prices and that.

23 JUDGE:

24 Okay. Ms. Sestak, do you have any questions  
25 you want to ask on Cross Examination?

1                   ATTORNEY SESTAK:

2                   I have a few.

3                   CROSS EXAMINATION

4                   BY ATTORNEY SESTAK:

5                   Q.    You testified that you thought Mr. Deere had  
6                   received a refund in excess of \$300. Did you ever see an  
7                   actual check to him from Duquesne Light Company?

8                   A.    No, I didn't see one. But when I talked --- they  
9                   said they give him money back. That's what they said in  
10                  the office when I went in about the bill, and that's what  
11                  the man said, you know, they gave him money back.

12                  Q.    Well, would it surprise you to know that the actual  
13                  refund was actually \$278.71?

14                  A.    Well, I don't know, that's what they told me.

15                  Q.    Okay. At any time did you notify Duquesne Light  
16                  Company of the existence of this two apartments on a  
17                  single meter situation?

18                  A.    No, I didn't. No.

19                  Q.    Do you belong to any ---?

20                  A.    I'm sorry, make sure I'm answering right. You said,  
21                  did I inform Duquesne Light ---?

22                  Q.    That you had two apartments on one meter.

23                  A.    Before they contacted me?

24                  Q.    Yes.

25                  A.    No, I didn't. No.

1 Q. Do you have any other apartments that you rent  
2 beside this particular building here?

3 A. Yes.

4 Q. How many other apartments do you own?

5 A. I have two at 804 Lorenze (phonetic) Avenue.

6 Q. So you have two separate apartments buildings or at  
7 least dwellings with more than one apartment that you  
8 rent out?

9 A. Yes, but the light is --- everything is separated in  
10 it.

11 Q. You are in the business of renting property as a  
12 portion of your income; is that correct?

13 A. Yes, right.

14 ATTORNEY SESTAK:

15 I have no further questions.

16 A. Thank you.

17 JUDGE:

18 Let me ask you a question. Your testimony, did  
19 I hear you say you had an agent, a real estate company  
20 handling these properties for you?

21 A. She did, yes. The one in Jeffers she handled it for  
22 me.

23 JUDGE:

24 Who is that?

25 A. It's Sheraton Reality.

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JUDGE:

And they managed --- do they manage this property?

A. Yes. Right.

JUDGE:

How long have they been doing that?

A. For a couple of years now, maybe five years.

JUDGE:

Do they manage the other property that you referred to?

A. No.

JUDGE:

You do that yourself?

A. Yes. That's right. I do it myself, yes.

JUDGE:

What's the meter situation at that property?

A. It's separated.

JUDGE:

Has it been separated for a while?

A. No, it was always like that.

JUDGE:

Always separated?

A. Yes, right.

JUDGE:

If there's no objection I'm going to admit

1 Exhibit A into the record.

2 ATTORNEY SESTAK:

3 Can I ask one question about it prior to it's  
4 admission?

5 JUDGE:

6 Sure.

7 ATTORNEY SESTAK:

8 I'd simply like to establish one thing.

9 RECROSS EXAMINATION

10 BY ATTORNEY SESTAK:

11 Q. Ms., you said Divilly?

12 A. Yes, right. Yes.

13 Q. This is a bill addressed to you at 506 Stratemore,  
14 but it's my understanding of your testimony that this is  
15 actually the bill for the 1327 Jeffers Street property;  
16 is that correct?

17 A. I'm sorry?

18 Q. Although this shows your name and address at  
19 Stratemore, ---

20 A. That's right. Yes.

21 Q. --- the property being billed for is actually  
22 Jeffers Street; is that correct?

23 A. That's right, yes.

24 Q. And that is what appears down here to the left about  
25 one-third of the way down the page it says, Sarah

1 Divilly, ---

2 A. That's right.

3 Q. --- 1327 Jeffers?

4 A. Yes. Right. Yes.

5 ATTORNEY SESTAK:

6 Okay. I have no further questions regarding  
7 this exhibit.

8 JUDGE:

9 Thank you, Ms. Sestak, for clearing that up.  
10 All right. If you have nothing further than we'll listen  
11 to the light company's case and you can Cross Examine  
12 them about whatever they say.

13 A. Okay. I don't know if I'm good at it.

14 JUDGE:

15 If anything strikes you as curious or you want  
16 to pursue it you just ---.

17 A. Make sure.

18 JUDGE:

19 Maybe you want to make notes. Ms. Sestak, are  
20 you prepared to proceed?

21 ATTORNEY SESTAK:

22 Yes, Your Honor. I call Jane Cuff.

23 JANE CUFF, CALLED AND SWORN TO TESTIFY

24 DIRECT EXAMINATION

25 BY ATTORNEY SESTAK:

1 Q. Please state your full name and spell your last name  
2 for the record?

3 A. My name is Jane Cuff. My last name is spelled C-U-F  
4 as in Frank, F as in Frank.

5 Q. I'm going to draw back a little bit so that Ms. Cuff  
6 and the Court Reporter have more direct access. By whom  
7 are you presently employed?

8 A. Duquesne Light Company.

9 Q. How long have you been employed by Duquesne Light  
10 Company?

11 A. Sixteen (16) years.

12 Q. What is your present job title?

13 A. I'm a regulatory analyst.

14 Q. And how long have you been employed in that  
15 capacity?

16 A. Since February 1993.

17 Q. Please briefly describe the duties you perform as a  
18 regulatory analyst?

19 A. My duties include investigating --- receiving and  
20 investigating both informal and formal complaints. Once  
21 I investigate the complaint I prepare a report, which is  
22 then sent to the Public Utility Commission.

23 Q. Are you authorized to testify on behalf of Duquesne  
24 Light Company in this matter today?

25 A. Yes.

1 Q. Now, during the course of your employment, did you  
2 have occasion to become familiar with a Pennsylvania  
3 State law that's known as Act 54 of 1993, which is an  
4 amendment to the Public Utility Code?

5 A. Yes.

6 Q. And during the course of your employment, did you  
7 also become familiar with Duquesne Light Company's  
8 implementation of Act 54?

9 A. Yes.

10 Q. During this implementation did Duquesne Light  
11 Company seek guidance from the Public Utility Commission  
12 concerning implementation of this Act?

13 A. Yes.

14 Q. I'm showing you an eight-page document which I have  
15 previously marked as Respondent's Exhibit One.

16 ATTORNEY SESTAK:

17 Let the record reflect that I am providing  
18 copies to the Court Reporter, the Administrative Law  
19 Judge and the opposing party, Sarah Divilly.

20 BY ATTORNEY SESTAK:

21 Q. Ms. Cuff, this letter --- I'm sorry, this document  
22 appears to be a letter from the Public Utility Commission  
23 to the Pennsylvania Electric Association, what is  
24 Duquesne Light Company's relationship to the Pennsylvania  
25 Electric Association?

1 A. It's a member.

2 Q. Now, did Duquesne Light Company receive this letter  
3 from the Pennsylvania Electric Association?

4 A. Yes.

5 Q. And in effect would it be accurate to say that this  
6 is an opinion letter issued by the Bureau of Consumer  
7 Services regarding implementation of Act 54?

8 A. Yes.

9 Q. Did Duquesne Light Company rely upon this opinion  
10 letter in formulating it's implementation of this Act?

11 A. Yes.

12 Q. I draw your attention to paragraph --- the last two  
13 paragraphs on the second page that's labeled question  
14 number five and answer. Would you please read those two  
15 sections into the record?

16 A. Yes. Question number five reads, Section 1529  
17 requires a utility company to change the name on the  
18 account from tenant to the landlord if applicable. If an  
19 arrearage exists then should the bill remain the  
20 responsibility of the tenant. They reply and answer, the  
21 company should correct the billing effective September  
22 1st, 1993, the effective date of Health Bill 678.

23 Therefore, the tenant may owe some arrearage and the  
24 owner/landlord may be billed for some utility service.

25 If there have been several tenants that were in billing

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1 until the company is made aware of the situation, the  
2 entire billing to September 1st, 1993 should be  
3 corrected.

4 Q. Now, this mentions in here of Section 1529 and House  
5 Bill 678, are these other names for Act 54?

6 A. That's correct.

7 Q. What does this section mean to you? How is it  
8 implemented by Duquesne Light Company?

9 A. This was implemented by Duquesne Light Company by  
10 placing into the tenant's --- rather the landlord's name  
11 all accounts of tenants whereby we've been made aware of  
12 back to September 1st, 1993, of the account that had been  
13 in the tenant's name would then go into the landlord's  
14 name affective September 1st or with the September  
15 billing back to 1993, and carried forward until the  
16 wiring problem or whatever wiring existed was corrected.

17 Q. Now, during the course of your employment did you  
18 have occasion to become aware of a particular situation  
19 of this type at 1327 Jeffers Street?

20 A. Yes.

21 Q. Please briefly describe the nature of the  
22 implementation of Act 54's impact on that particular  
23 premises, what happened?

24 A. We received a telephone call from Scott Deere back  
25 in April, I believe it was, and he complained that there

1 were two tenants on one meter. We had our field  
2 investigators go out and investigate the property and it  
3 was determined that, in fact, two apartments were being  
4 serviced by one meter. Ms. Divilly was advised, as well  
5 as the tenant that the service would have to go into her  
6 name.

7 Q. Ms. Cuff, I'm showing you a one page document that I  
8 have previously marked as Respondent's Exhibit Two.

9 ATTORNEY SESTAK:

10 Let the record reflect that copies of this  
11 document are being provided to the Administrative Law  
12 Judge, to the Complainant and to the Court Reporter.

13 BY ATTORNEY SESTAK:

14 Q. Would you identify this document for the record,  
15 please?

16 A. Yes. This is the letter that was sent to Ms.  
17 Divilly to advise her of the situation.

18 Q. Is this a standard type of form letter that is sent  
19 out by field representatives in this office to advise  
20 landlords of this situation?

21 A. Yes.

22 Q. And would this have been sent out by Ronald Holster  
23 in the normal and ordinary course of his employment?

24 A. Yes.

25 Q. What does this letter indicate to Ms. Divilly, I

1 note that it's dated May 16th, 1994, and addressed to Ms.  
2 Sarah Divilly? Very briefly, what does this letter  
3 state?

4 A. It states that the one meter serviced more than one  
5 apartment and that the account for the Pennsylvania State  
6 law require that we place the account into her name.

7 Q. And is it your understanding that that is what is  
8 required by Pennsylvania State Law as part of the Bureau  
9 Consumer of Services directive?

10 A. Yes.

11 Q. Now, I'm showing you a three-page document which  
12 I've previously marked --- I'm sorry, it's a one-page  
13 document that I've previously marked as Respondent's  
14 Exhibit Three, pardon me.

15 ATTORNEY SESTAK:

16 Let the record reflect that I'm handing copies  
17 of this exhibit to the Administrative Law Judge, to the  
18 Court Reporter and to the Complainant.

19 BY ATTORNEY SESTAK:

20 Q. Ms. Cuff, was this document repaired by you or by  
21 someone under your direction?

22 A. Yes.

23 Q. And what is this document briefly?

24 A. This is a statement of account that was prepared for  
25 Sarah Divilly for the Jeffers Street address.

- 1 Q. And what is shown on this document?
- 2 A. What is shown is that the service was transferred
- 3 into her name effective September 16th, 1993 and remained
- 4 in her name until August 5th, 1994.
- 5 Q. Have any payments been made on this account?
- 6 A. Yes. There were two payments made that we have
- 7 record of, \$260 on July 18th, 1994, and \$100 on December
- 8 1st, 1994.
- 9 Q. What is the present balance on this account?
- 10 A. \$598.90.

11 SARAH DIVILLY:

12 I'm sorry, am I allowed to interrupt?

13 JUDGE:

14 No, but you can make a note that you want to

15 question on that.

16 SARAH DIVILLY:

17 Can I question you on that?

18 JUDGE:

19 No. You can ask your questions when they're

20 completed, okay. Make a note that you want to ask that

21 question.

22 SARAH DIVILLY:

23 Okay.

24 BY ATTORNEY SESTAK:

- 25 Q. Ms. Cuff, I note that the final bill on this account

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is to August 5th, 1994, would you please continue your narrative of the history of this account with Duquesne Light Company and explain why the account was terminated in the name of Sarah Divilly?

A. The account was terminated in the name of Sarah Divilly because we received information from Ms. Divilly that the wiring approval was --- I'm sorry, the wiring changes were made and the field verified that and the account was canceled in her name and placed back into Scott Deere's name.

Q. In your professional experience was this account handled in accordance with the procedure established for Act 54 accounts?

A. Yes.

ATTORNEY SESTAK:

I have no further questions for this witness.

JUDGE:

All right. Now, Ms. Divilly, you can ask questions of this witness.

SARAH DIVILLY:

I have never done this before.

JUDGE:

Well, you had a question there, ask it, you want to clarify something.

SARAH DIVILLY:

1 I did pay \$50, too last week, maybe I have  
2 records of it here.

3 JUDGE:

4 Well, that's the one that's attached to your  
5 complaints so you needn't pass that out. That's already  
6 a matter of record. If you're referring to Duquesne  
7 Light --- that's a receipt. That's different. So do we  
8 have two more copies of that?

9 SARAH DIVILLY:

10 I'll be glad to give it to you, yes.

11 JUDGE:

12 I need one more for the Court Reporter.

13 SARAH DIVILLY:

14 All right.

15 JUDGE:

16 Now, I'm going to mark these documents  
17 Complainant's Exhibit Number Two. Any objection?

18 ATTORNEY SESTAK:

19 I have no objection. I'm not certain that I've  
20 seen that document, though.

21 JUDGE:

22 Take some time and study it, if you'd like.

23 ATTORNEY SESTAK:

24 Your Honor, I believe you marked Complainant's  
25 first exhibit A, ---

1                   JUDGE:

2                   A. Let's mark this B, let's correct that.

3                   ATTORNEY SESTAK:

4                   --- this should probably be B.

5                   JUDGE:

6                   Thank you.

7                   ATTORNEY SESTAK:

8                   Your Honor, Ms. Cuff ---.

9                   JUDGE:

10                  Yes, Ms. Cuff, you can take your time and see  
11 if that --- do you want to respond to that?

12                  A. Yes. The payment date here is December 9th, which  
13 was just this past Friday, so that payment has not been  
14 processed onto the computer yet. Once we do receive it  
15 it will be --- the \$50 will be subtracted from your total  
16 balance. But because it was just made Friday it just  
17 wasn't showing it as yet.

18                  JUDGE:

19                  Does that satisfy you on that?

20                  SARAH DIVILLY:

21                  Yes. And I got a letter from Duquesne Light  
22 from their lawyer and it said even before I paid these  
23 things my bill was \$562. And I paid \$150, that's what I  
24 have the letter here.

25                  JUDGE:

1           If you --- well, okay, you can direct that  
2 question to this witness.

3           SARAH DIVILLY:

4           I'm sorry, I made an error there, it's \$652.34.  
5 This letter came out October the 21st, 1994, and this was  
6 from Duquesne Light from --- I guess it came from  
7 Harrisburg.

8           ATTORNEY SESTAK:

9           Your Honor, if I may, I believe what Ms.  
10 Divilly is referring to is a cover letter on the answer  
11 to her complaint, which was prepared by Attorney Daniel  
12 Sporrer, S-P-O-R-R-E-R, who is no longer with Duquesne  
13 Light Company.

14           JUDGE:

15           The letter dated October 21st?

16           SARAH DIVILLY:

17           Yes.

18           JUDGE:

19           A copy of that is attached to your complaint so  
20 you can refer to if you want to and ask any questions of  
21 this witness.

22           ATTORNEY SESTAK:

23           Your Honor, I don't believe a copy is attached  
24 to her complaint. This is the cover letter that went  
25 with --- if I understand what she's referring to, I

1 believe it's a cover letter that went with Duquesne Light  
2 Company's answer to the complaint.

3 SARAH DIVILLY:

4 But it's still a complaint, you know.

5 JUDGE:

6 It's still part of the record.

7 ATTORNEY SESTAK:

8 It's still part of the record.

9 SARAH DIVILLY:

10 Because they have on here, \$652.34, to  
11 Complainant's for the property account.

12 JUDGE:

13 Yes, it's a part of the record, you can refer  
14 to it if you want to ask questions of this witness  
15 concerning.

16 SARAH DIVILLY:

17 Yes. If I've been paying all this time and why  
18 they're still saying that --- like how the bill was  
19 higher and they're saying that I still --- October, \$652  
20 and I've been paying and paying and paying and it's still  
21 down to \$550. Do you understand what I mean? I paid ---  
22 this came out in October ---.

23 JUDGE:

24 I don't know what you're referring to. I don't  
25 see what document you're referring to.

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1                    SARAH DIVILLY:

2                    This letter came from Duquesne Light here.

3                    JUDGE:

4                    This is the answer to the complaint?

5                    SARAH DIVILLY:

6                    Yes. It came from their lawyer, Duquesne  
7 Light's lawyer.

8                    JUDGE:

9                    You're referring to a specific paragraph in the  
10 answer to the complaint, or is it in a new matter?

11                   SARAH DIVILLY:

12                    It said on May 18th, Duquesne plays the  
13 electric and then it said, \$652.34. They're saying  
14 that's what I owe them, Duquesne Light.

15                    JUDGE:

16                    You're making reference to paragraph 12 of the  
17 new matter found by Mr. Sporrer in response to your  
18 complaint?

19                    SARAH DIVILLY:

20                    Yes.

21                    JUDGE:

22                    And do you have a question of this witness  
23 concerning that paragraph?

24                    SARAH DIVILLY:

25                    Yes. I didn't understand this by her saying

1 here I owed this much and I hadn't paid \$100 or \$50 on  
2 this, and I still --- I'm still paying, paying through  
3 the nose.

4 A. The amount of \$652.34 was the amount that was  
5 transferred on or about May 18th. That was the amount  
6 owing at that time.

7 SARAH DIVILLY:

8 And you said a different thing. When I paid  
9 the \$260 it says a different thing on here. It says  
10 \$669.98.

11 A. Yes, that's because in May the total balance was  
12 \$652. By the time you were billed in --- the amount had  
13 gone up to \$738.35. So that was a difference of \$86.01  
14 that was added from May forward for the additional  
15 service used.

16 JUDGE:

17 Anymore questions?

18 SARAH DIVILLY:

19 Yes. Yes, I do, yes. Yes. I'm wondering like  
20 if a law did come out in September 16, 1993, why Duquesne  
21 wouldn't have it on the news or on the papers or wherever  
22 so people would hear about it and maybe somebody would  
23 have informed me about the law, because I had no way of  
24 knowing about the law. I mean, Duquesne Light Company is  
25 a very big company and it's the only company around here

1 serving all of Allegheny County. Like, why send a person  
2 a bill like that and just say, you have to pay that bill  
3 or else you have bad credit and it's on your record all  
4 the time. And I didn't even use anything and I look like  
5 the bad guy.

6 ATTORNEY SESTAK:

7 Your Honor, I don't believe this witness is  
8 competent to answer that question which is really a  
9 question of the interpretation of the law and whether it  
10 imposes a legal duty upon Duquesne Light Company to  
11 notify rate payers of changes in the public utility code.

12 JUDGE:

13 I think the witness can respond to the question  
14 in whether or not she knew of any action that Duquesne  
15 Light took in response to the enactment of this law.

16 SARAH DIVILLY:

17 Yes. Right.

18 JUDGE:

19 If you know that, if you don't know then you  
20 can say that.

21 A. May I ---?

22 JUDGE:

23 Sure.

24 A. No, I don't.

25 JUDGE:

1                   You don't know whether or not Duquesne Light  
2 took any affirmative actions to publicize the  
3 implementation or enactment of this law?

4 A.   No, sir, I do not.

5                   JUDGE:

6                   Anymore questions, Ms. Divilly?

7                   SARAH DIVILLY:

8                   I can't think of any right now.

9                   JUDGE:

10                   I have a few. When did Duquesne Light, if you  
11 know, first receive notice that Ms. Divilly had an  
12 apartment house with two apartments on one meter?

13 A.   When the tenant, Scott Deere, contacted us and  
14 informed us.

15                   JUDGE:

16                   And that was some time in April, you said, of  
17 1993 --- or four?

18 A.   Yes, on October --- I'm sorry, on April 26, we  
19 issued an order to check to see who was responsible for  
20 the service in response to Scott Deere's calling our  
21 office.

22                   JUDGE:

23                   And that's your first notice that this  
24 condition existed?

25 A.   Yes.

1                   JUDGE:

2                   Do you know what the status of Mr. Deere's  
3                   account was at that time? That is, was he current or  
4                   delinquent in his bills?

5                   A.    He would have been delinquent in his bill.

6                   JUDGE:

7                   Do you know the amount of the delinquency?

8                   A.    The bill read on April 18th had a total balance of  
9                   \$339.40.

10                  JUDGE:

11                  And I understand that as a result of his  
12                  complaint to Duquesne Light he was the recipient of a  
13                  refund?

14                  A.    That's correct.

15                  JUDGE:

16                  And could I have the amount of that refund?

17                  A.    \$278.71.

18                  JUDGE:

19                  And when was that paid?

20                  A.    I don't have an exact date. I would say on or about  
21                  June 1st.

22                  JUDGE:

23                  And Mr. Deere, I assume now, is the billing  
24                  responsible party for that account?

25                  A.    Yes, sir.

1                   JUDGE:

2                   Was that action prompted by his taking some  
3 affirmative action? In other words, did he sign some  
4 documents assuming responsibility for that line?

5                   A. I can't say with certainty. The only thing that I  
6 would know is that once the wiring was corrected, the  
7 account would resume in Scott Deere's name and it was  
8 removed from Ms. Divilly's name.

9                   JUDGE:

10                   I understand from your testimony it was removed  
11 from this Complainant's name, but I'm curious about how  
12 Mr. Deere would then receive the service. Could it be  
13 foisted on him?

14                   ATTORNEY SESTAK:

15                   Your Honor, may we confer?

16                   JUDGE:

17                   You may confer.

18 OFF RECORD DISCUSSION

19                   A. The information --- I don't have the information  
20 with me to ascertain how the service was placed back into  
21 his name.

22                   JUDGE:

23                   Okay. Do your records show anything about the  
24 amount of electricity currently being used at that  
25 apartment or has been used at that apartment since he

1 became the billing responsible party?

2 A. No, sir.

3 JUDGE:

4 All right. I have nothing further. You can  
5 Redirect, if you'd like.

6 ATTORNEY SESTAK:

7 I have nothing on Redirect. I offer  
8 Respondent's Exhibits One through Three into evidence.

9 JUDGE:

10 Do you have any objection to these exhibits  
11 being made part of the record that Duquesne Light  
12 offered?

13 SARAH DIVILLY:

14 I'm sorry, sir?

15 JUDGE:

16 Do you have any objection to these records,  
17 Exhibits One, Two and Three that you were provided with  
18 being made part of the record?

19 SARAH DIVILLY:

20 Yes. It's good like if a law comes out, but I  
21 think Duquesne Light should have done a little bit more  
22 than they did do about it. They should have informed,  
23 put it on television or radio or the news or paper ---.

24 JUDGE:

25 Okay. You can make a closing statement and I

1 think that's what that is and I want to hear your closing  
2 statement, but I'm asking you now whether you object to  
3 me putting these as part of the record, these exhibits?  
4

5 SARAH DIVILLY:

6 Do I object of you putting them in your files?

7 JUDGE:

8 Just making them part of the record, right.

9 SARAH DIVILLY:

10 No, I don't.

11 JUDGE:

12 Okay. I don't think so, because they all  
13 pertain to this case. So they will be made part of the  
14 record. And I want closing statements. You started your  
15 closing statement so I think maybe you can proceed. If  
16 you have no objection to that, Ms. Sestak?

17 ATTORNEY SESTAK:

18 No objection, Your Honor.

19 SARAH DIVILLY:

20 Yes. The bills I think what happened there,  
21 the tenant probably knew a law came out but I didn't know  
22 that the law came out and they took advantage of the  
23 situation. And when I went up there on Friday to  
24 Duquesne Light and then he pulled the records out of  
25 there and some of the bills were like nearly \$100 for one  
month. So that's why they took advantage of the

1 situation. And they knew I was out of the country and I  
2 guess I'm the loser.

3 JUDGE:

4 Thank you. Ms. Sestak?

5 ATTORNEY SESTAK:

6 Your Honor, I would simply direct your  
7 attention to the Act 54, which has been applied as 1529.1  
8 of the Public Utility Code. The first paragraph,  
9 paragraph A at 1529.1 reads, it is the duty of every  
10 owner of a residential building or mobile home part which  
11 contained one or more dwelling units not individually  
12 metered to notify each Public Utility from whom utility  
13 services received of their ownership and the fact that  
14 the premises served are used for rental purposes. Ms.  
15 Divilly's testimony has established that she is in the  
16 business of renting residential dwelling units. It is  
17 her obligation to keep up to date on what changes in the  
18 law as they pertain to landlord/tenant matters and to  
19 take affirmative action when something of this nature  
20 occurs. In her absence she has employed a rental agent  
21 to handle the property. I submit that it is the  
22 obligation of the rental agent to take that action if she  
23 is out of the country, if she is not aware because of  
24 that.

25 Duquesne Light Company does not have an

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1 affirmative duty to notify customers of changes in the  
2 law affecting their businesses. That's my statement,  
3 Your Honor.

4 JUDGE:

5 Do you care to give any comment on the second  
6 part of that statute, section B, where it says, upon  
7 receipt of the notice provided in the section, notice,  
8 the affected Public Utility shall forthwith list the  
9 account in the name of the owner and the owner shall  
10 thereafter be responsible.

11 ATTORNEY SESTAK:

12 Your Honor, I believe that the word notice in  
13 subparagraph B refers back to the word notice in  
14 subparagraph A. That is notice given by the landlord.  
15 In this case the landlord never gave notice to the  
16 Utility of such a situation. The Utility was required to  
17 find that out through investigation. Therefore, based  
18 upon the opinion letter issued to the Pennsylvania  
19 Electric Association by the Bureau of Consumer Services  
20 of the Public Utility Commission, the company was  
21 required to back date the transfer to the effective date  
22 of the Act. And the purpose of that is because since  
23 this statute places an affirmative duty on the landlord  
24 to notify the Utility, if as you're suggesting by your  
25 question the Utility can only bill the landlord once it

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1 finds out through some notice from the landlord, from the  
2 tenant, from an accidental investigation that this  
3 situation exists, in effect you're rewarding the  
4 landlords who fail to comply with subsection A and  
5 penalizing those who do. Because those who comply with  
6 the law are immediately billed for the entire premises  
7 whereas those who fail to comply with the law and, in  
8 fact, conceal the fact that there is a multiple dwelling  
9 units on only one meter are rewarded by not being back  
10 billed. Therefore, in accordance with the opinion letter  
11 from the Bureau of Consumer Services it is appropriate  
12 that a landlord be back billed to the effective date of  
13 the Act if the landlord fails to take the affirmative  
14 action required by the Act.

15 JUDGE:

16 I'm not suggesting anything by my line of  
17 questioning. I'm trying to resolve this matter. Okay.  
18 I think the record --- pardon me?

19 SARAH DIVILLY:

20 I'm not allowed to talk, am I?

21 JUDGE:

22 You've spoken but you'd like to say something  
23 else?

24 SARAH DIVILLY:

25 Yes, I would. Yes. Also another thing, Judge,

1 the light company or gas company or whatever it may be,  
 2 if there's nobody living in the place, which happens lots  
 3 of times, we might have the place empty for a couple of  
 4 months without renting it or you might be winter months  
 5 when people don't want to move and all they have to ---  
 6 like lots of times I might have it my name when it's  
 7 empty, whatever and I call Duquesne Light on the place.  
 8 So all they have to do is press a button and find out  
 9 who's the owner.

10 JUDGE:

11 Okay. I understand what you're saying. Okay.  
 12 Then I'm going to close the record. I think we've  
 13 developed a record upon which a decision can be based and  
 14 thank you all.

15 SARAH DIVILLY:

16 Thank you.

17 ATTORNEY SESTAK:

18 Thank you.

19 \* \* \* \* \*

20 HEARING CONCLUDED AT 11:00 A.M.

21 \* \* \* \* \*

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C E R T I F I C A T I O N

I hereby certify that the foregoing is a true and correct transcript of the notes taken by me at the hearing in this matter.

12-30-94  
DATE

Shannon C. Laquety  
REPORTER

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PAYMENT DUE	BUDGET AMOUNT	AMOUNT DUE	AMOUNT ENCLOSED
JUN 09, 1994	\$738.00	\$738.35	

ACCOUNT NUMBER  
2000802460001

YOU MAY PAY EITHER AMOUNT

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

ACTUAL METER READING BILL

SARAH DEVILLY  
506 STRATMORE AV  
PITTSBURGH PA 15205

G

H

20008024600015 000000738356 000000738000 000000738356

SARAH DEVILLY  
1327 JEFFERS ST

RATE (RS) - RESIDENTIAL SERVICE Please use your account number 2000802460001 when calling or writing.

Dear Customer,

This is your first bill for electric service. You do not have to pay this bill in one payment. Call us if you want a payment plan. We will consider your needs and the period of time covered by this bill. Our number is listed on the back of this bill.

Thank you,  
Customer Relations Department

**METER READING INFORMATION**

PRESENT MAY 17, 1994 - ACTUAL READING	3058
PRIOR SEP 16, 1993 - ACTUAL READING	2625
DIFFERENCE	433
YOUR METER MULTIPLIER	x 12
TOTAL KWH USED	5196

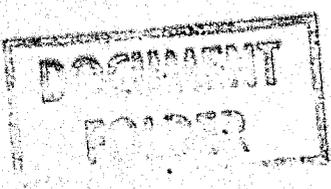
**PRIOR BILLING INFORMATION**

AMOUNT YOU OWE FROM YOUR LAST BILL \$0.00

**CURRENT CHARGES**

BASIC SERVICE	54.68
USE: 5196 KWH @ 12.554¢	652.34
ENERGY COST RATE @ 0.3346¢/KWH	-17.39
PENNSYLVANIA TAX ADJUSTMENT	6.92
SALES TAX	41.80
<b>CURRENT BILLING CHARGES</b>	<b>\$738.35</b>

**TOTAL ACCOUNT BALANCE \$738.35**



**DOCKETED**

JAN 4 1995

Approximately 22.8% of your bill is for Federal, State, and Local taxes. This includes a Gross Receipts Tax of \$30.65

You may pay the "Amount Due" or join our budget plan by paying the "Budget Amount."

Your average daily cost for electric service is \$3.04  
Electric energy is a good value.

Please donate to the Dollar Energy Fund to help people without heat or light by adding \$1 to either of the amounts shown below.

Duplicate Bill.



Estimated Pa. State Taxes Included in this billing.
\$91.95

After Jun 09, 1994 a Late Payment Charge of 1.25% per month as shown below will be added to your balance.
NONE

PAYMENT DUE	BUDGET AMOUNT	AMOUNT DUE
JUN 09, 1994	\$738.00 OR	\$738.35

Comp Ex A





Duquesne Light



Customer Receipt

9548/42 9Dec94 600/44 \$50.00 2000802460001304 E1

SARAH DEVILLY  
1327 JEFFERS ST

RATE (RS) - RESIDENTIAL SERVICE

Please use your account number  
2000802460001 when calling or  
writing.

**METER READING INFORMATION**

PRESENT AUG 05, 1994 - ACTUAL READING	3196
PRIOR JUL 19, 1994 - ACTUAL READING	3179
DIFFERENCE	17
YOUR METER MULTIPLIER	x 12
TOTAL KWH USED	204

**PRIOR BILLING INFORMATION**

AMOUNT OF LAST BILL	669.98
AMOUNT YOU OWE FROM YOUR LAST BILL	\$669.98

**CURRENT CHARGES**

BASIC SERVICE	3.60
USE: 204 KWH @ 11.740¢	23.95
ENERGY COST RATE @ 0.2415¢/CR EACH KWH	-0.49
PENNSYLVANIA TAX ADJUSTMENT	-0.03
SALES TAX	1.89
CURRENT BILLING CHARGES	\$28.92

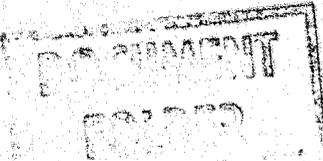
**TOTAL ACCOUNT BALANCE \$698.90**

FINAL BILL

Approximately 16.8% of your bill is for Federal, State, and Local taxes. This includes a Gross Receipts Tax of \$1.19

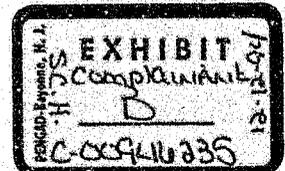
Your average daily cost for electric service is \$1.70  
Electric energy is a good value.

Please donate to the Dollar Energy Fund to help people without heat or light by adding \$1 to either of the amounts shown below.



**DOCKETED**

JAN 4 1995



Estimated Pa. State Taxes Included In this Billing.
\$3.84

After Aug 29, 1994 a Late Payment Charge of 1.25% per month as shown below will be added to your balance.
NONE

PAYMENT DUE	BUDGET AMOUNT	AMOUNT DUE
AUG 29, 1994	\$698.90 OR	\$698.90

Comp Ex B

Duquesne Light Company

One Oxford Centre • 301 Grant Street • Pittsburgh, PA 15279-0001





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:

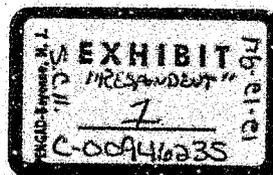
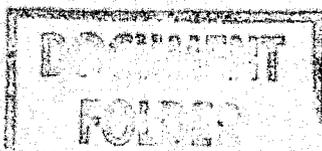
Over the past several months, individual companies and associations have submitted many questions regarding the revised landlord/tenant regulations. The purpose of this letter is to provide companies with a list of these questions followed by the Bureau of Consumer Services' (BCS) answers. This will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



**DOCKETED**

JAN 4 1995

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 disputes 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 Savers



**Duquesne Light**

One Oxford Centre  
301 Grant Street  
Pittsburgh, PA 15270

May 16, 1994

(412) 393-6000

Ms. Sarah Devilly  
506 Stratmore Avenue  
Pittsburgh, PA 15205

Re: 1327 Jeffers Street  
Pittsburgh, Pa 15204  
8000322727001

Dear Ms. Devilly:

You tenant, Scott Deer, filed a billing dispute with us. We found that the meters provide service beyond his apartment. The entire building is connected to this meter.

Under Pennsylvania State law, landlords must pay for electric service if the meter provides service beyond one apartment. Act 54, effective September 1993, states: "If a residential building contains one or more units not individually metered, the affected public utility shall 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 service rendered thereunto."

We will place this account in your name effective September 16, 1993. If you correct the wiring, you will not be responsible for the contract.

Please call me if you have any question or if you want further information. I have enclosed my business card for your convenience.

Sincerely,

Ronald Holzer  
Field Service Representative  
FIELD SERVICES



RH:ddb

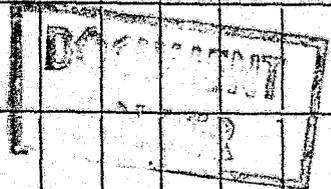


**DOCKETED**  
JAN 4 1995

ACCOUNT NUMBER 82000802460001  
 CUSTOMER NAME Janet Beverly  
 ADDRESS 1327 Ogden Ave  
824 65284

INVESTIGATOR R Reed Date Requested By 7-5-94  
 Case Number 0213568 DLCO Analyst Gene Caff  
 FROM: 5-19-94 TO: Present Mail Drop 11MS 6-30-94

SVC TO	DAYS	MTR RDG	TYPE*	CONS	ADC	DEGREE COOL /	DAY HIG	BILL AMT	DUE DATE	LPC	PYMTS	PYMT DATE	BALANCE	COMMENTS
09-16-93	*	2625		QUT-IN										
5-17-94	243	3058	IH	5196	21.3	19	281	738.35	6-9-94				738.35	
6-30-94	34	3121	A	756	22.2	213	67	99.04	7-11-94				837.39	
7-16-94	29	3179	A	701	24.0	277	0	92.54	8-9-94				649.98	
8-5-94	17	3196	FA	0	12.0	143	3	28.92	8-28-94				698.90	
								100.00	12-1-94				598.90	



**DOCKETED**  
 JAN 4 1995

EXHIBIT  
 RECORDED  
 3  
 82-000802460001-335

\* Type Codes: A = Actual    C = Customer    IA = Initial (Actual)    FA = Final (Actual)  
 E = Estimate    R = Remote    IE = Initial (Estimate)    FE = Final (Estimate)