

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Feng Wang	:	
	:	
v.	:	C-2022-3035115
	:	
Philadelphia Gas Works	:	

INITIAL DECISION

Before
Christopher P. Pell
Deputy Chief Administrative Law Judge

INTRODUCTION

This Initial Decision denies the Formal Complaint of Feng Wang because she failed to meet her burden of proving that PGW incorrectly held her responsible for the unpaid balance that accrued at the service address.

HISTORY OF THE PROCEEDING

On September 9, 2022, Feng Wang (Complainant) filed a Formal Complaint (Complaint) against Philadelphia Gas Works (PGW or Respondent) with the Pennsylvania Public Utility Commission (Commission). In the Complaint, the Complainant placed a checkmark in the box marked “[o]ther.” In an attachment, the Complainant indicated that she is being held responsible for gas charges accumulated by her tenant at 1540 S. Marston Street, Philadelphia PA (service address). Under the “requested relief” section of the Complaint, the Complainant requested that “bills under my name be waived.”

On September 29, 2022, the Respondent filed an Answer in which it denied that the Complainant's dispute with her tenant affects her responsibility to pay for gas service in her name at the service address. The Respondent further responded that the gas service at the service address was most recently in the Complainant's name between March 30, 2019, and September 1, 2022, and that the Complainant had the bills for service mailed to her at 4857 Green Heather Court, Doylestown, PA. The Respondent maintained that the Complainant remains responsible for the balance that accrued at the service address while the gas service was in her name.

By Initial Telephonic Hearing Notice dated October 11, 2022, an initial call-in telephonic hearing was scheduled for December 22, 2022, at 10:00 a.m., and the matter was assigned to me.

I issued a Prehearing Order on October 11, 2022. The Prehearing Order directed the parties to comply with various procedural requirements and also explained that the Complainant bears the burden of proof to establish that the Respondent violated its tariff, the Public Utility Code, or a Commission Order or regulation, and that she is entitled to the relief requested in the Complaint.

On December 13, 2022, I issued my Interim Order Granting Respondent's Request for Continuance of Hearing.

By Cancelled/Rescheduled Telephonic Hearing Notice dated December 14, 2022, an initial call-in telephonic hearing was rescheduled for January 20, 2023, at 10:00 a.m.

I issued a second Prehearing Order on December 16, 2022. The Prehearing Order again directed the parties to comply with various procedural requirements and also explained that the Complainant bears the burden of proof to establish that the respondent violated its tariff, the Public Utility Code, or a Commission Order or regulation, and that she is entitled to the relief requested in the Complaint.

The hearing convened as scheduled on January 20, 2023. The Complainant appeared *pro se* and testified. The Complainant submitted three exhibits, all of which were admitted into the record (Complainant Exhs. 1-3). The Respondent appeared and was represented by Graciela Christlieb, Esq., who presented the testimony of Jessica Glace, a PGW Senior Customer Review Officer. The Respondent submitted seven exhibits, all of which were admitted into the record (PGW Exhs. 1-7).

The record closed on February 9, 2023, the date the transcript was filed with the Commission.

FINDINGS OF FACT

1. The Complainant in this case is Feng Wang.
2. The Respondent in this case is Philadelphia Gas Works.
3. The Complainant resides at 4857 Green Heather Court in Doylestown Pennsylvania. Tr. 8-9.
4. The Complainant previously owned a rental property located at 1540 S. Marston Street, Philadelphia, PA (service address). Tr. 9; Comp. Exh. 1.
5. On March 30, 2019, the Complainant initiated an account for gas service in her name at the service address. Tr. 41; PGW Exh. 7.
6. PGW initially issued bills for gas service at the service address to the Complainant at her home address. Tr. 12, 14, 33.
7. In May 2019, the Complainant's tenant moved into the service address. Tr. 10, 12; Comp. Exh. 1.

8. On May 24, 2019, the Complainant contacted PGW to request that the account for gas service at the service address be transferred from her name to her tenant. Tr. 13-14, 31-32; PGW Exh. 1.

9. PGW informed the Complainant that the tenant must call in to request service in his name. Tr. 13, 32.

10. On December 20, 2019, the Complainant contacted PGW to advise that her tenant could not transfer service into his name, and to request that going forward, bills for gas service be issued to the service address. Tr. 12, 14, 33-34; PGW Exh. 1.

11. PGW adjusted the billing address so that all future bills would be issued to the service address. Tr. 33-34; PGW Exh. 1.

12. Following the transfer of bills to the service address, PGW did not receive any payments towards the account for service at the service address. PGW Exh. 7.

13. The Complainant's tenant never requested service in his name at the service address. Tr. 32-33.

14. The PGW account for gas service remained in the Complainant's name at all times relevant to this case. Tr. 13.

15. In March 2022, the Complainant's tenant moved out of the service address. Tr. 14.

16. On April 28, 2022, the Complainant contacted PGW to dispute the outstanding balance for the service address being in her name. Tr. 34; PGW Exh. 1.

17. On May 27, 2022, PGW issued a two-page letter to the Complainant advising that the gas service was still active in her name and that she is required to fill out a voluntary discontinuance form to have the service taken out of her name. Tr. 35; PGW Exh. 2.

18. The Complainant never requested PGW to discontinue service in her name at the service address. Tr. 36.

19. The Complainant was enrolled in PGW's Landlord Cooperation Program (LCP). Tr. 17, 37.

20. On June 23, 2022, the Complainant contacted PGW to again dispute her bill because she participated in PGW's LCP. Tr. 37; PGW Exh. 3.

21. The LCP does not protect landlords from bills incurred by the landlord in their own name. Tr. 37.

22. On or about August 28, 2022, the Complainant sold the service address. Tr. 15.

23. On September 10, 2022, PGW issued the Complainant a final bill for gas service at the service address. Tr. 42-43; PGW Exh. 7.

24. The Complainant is no longer the customer of record for the service address. Tr. 43.

25. The final balance on the account for gas service at the service address is \$5,225.41. Tr. 43; PGW Exh. 7.

26. The Complainant has not paid the outstanding balance. Tr. 16.

DISCUSSION

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

To establish a sufficient case and satisfy the burden of proof, the Complainant must show that the Respondent public utility is responsible or accountable for the problem described in the Complaint. *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa.P.U.C. 196 (1990), *Feinstein v. Phila. Suburban Water Co.*, 50 Pa.P.U.C. 300 (1976). Such a showing must be by a preponderance of the evidence. *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600 (Pa.Cmwlt. 1990). A preponderance of the evidence is evidence more convincing, by even the smallest amount, than that presented by the other party. *Se-Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950). Additionally, any finding of fact necessary to support the Commission's adjudication must be based upon substantial evidence. *Mill v. Pa. Pub. Util. Comm'n*, 447 A.2d 1100 (Pa. Cmwlt. 1982); *Edan Transp. Corp. v. Pa. Pub. Util. Comm'n*, 623 A.2d 6 (Pa. Cmwlt. 1993); 2 Pa.C.S. § 704. More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Norfolk & W. Ry. v. Pa. Pub. Util. Comm'n*, 413 A.2d 1037 (Pa. 1980); *Erie Resistor Corp. v. Unemp. Comp. Bd. of Review*, 166 A.2d 96 (Pa. Super. 1960); *Murphy v. Pa. Dep't of Pub. Welfare, White Haven Ctr.*, 480 A.2d 382 (Pa. Cmwlt. 1984).

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

While the burden of persuasion may shift back and forth during a proceeding, the burden of proof never shifts. The burden of proof always remains on the party seeking

affirmative relief from the Commission. *Milkie v. Pa. Pub. Util. Comm'n*, 768 A.2d 1217 (Pa. Cmwlth. 2001).

Regarding transfer of accounts, the Commission's regulation Pursuant to Commission regulations provide in pertinent part that:

[a] customer ... who wishes to have service discontinued shall give at least 7 days' notice to the public utility and a noncustomer occupant, specifying the date on which it is desired that service be discontinued. In the absence of a notice, the customer shall be responsible for services rendered.

52 Pa. Code § 56.16(a).

In the present case, the Complainant acknowledged that she initiated service in her name at the service address. Additionally, the record reflects that the Complainant never submitted a request to PGW to discontinue service in her name. Moreover, although the Complainant participated in PGW's LCP, the record demonstrates that the LCP does not protect landlords from bills incurred by them in their own name.

It is unfortunate that the Complainant's tenant utilized the gas service at the service address without paying for it. However, because service remained in the Complainant's name during all times relevant to this Complaint, I cannot conclude that PGW improperly billed the Complainant for the unpaid balance that accrued at the service address. Accordingly, the Complainant's Complaint is denied in its entirety.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties to and subject matter of this proceeding. 66 Pa.C.S. § 701.
2. The burden of proof in this proceeding is upon the Complainant. 66 Pa.C.S. § 332(a).

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

4. A customer ... who wishes to have service discontinued shall give at least 7 days' notice to the public utility and a noncustomer occupant, specifying the date on which it is desired that service be discontinued. In the absence of a notice, the customer shall be responsible for services rendered. 52 Pa. Code § 56.16(a).

5. PGW properly held the Complainant responsible for the unpaid balance that accrued at the service address. 52 Pa. Code § 56.16(a).

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Complaint of Feng Wang at Feng Wang v. Philadelphia Gas Works, Docket No. C-2022-3035115 is denied.

2. That the docket at Docket No. C-2022-3035115 be marked closed.

Date: May 4, 2023

/s/
Christopher P. Pell
Deputy Chief Administrative Law Judge