

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Haleemah Gross	:	
	:	
v.	:	F-2022-3036710
	:	
PECO Energy Company	:	

INITIAL DECISION

Before
Darlene Davis Heep
Administrative Law Judge

INTRODUCTION

This Initial Decision finds that PECO properly billed the Complainant for service when the account at the service address was in her name. The decision also finds that PECO did not commit a violation by providing service to a new customer and not disconnecting the service after the Complainant reported that the new customer was a squatter.

HISTORY OF THE PROCEEDING

On October 31, 2022, Haleemah Gross (hereafter “Complainant”) filed a Formal Complaint (Complaint) against, PECO Energy Company ("PECO Energy") In the Complaint, the Complainant contended that she should not be charged for the period that a squatter lived in her home. The Complaint is an appeal of a Commission Bureau of Consumer Services decision, BCS No. 3559030.

On November 29, 2022, PECO Energy filed an Answer to the Complaint. In the Answer, PECO denied all material allegations of the Complaint. PECO also stated that the

Complainant disconnected service at her address on August 15, 2022, with a final balance of \$235.55. PECO further stated that on August 19, 2022, the Complainant contacted PECO and asked that service be disconnected at her home because there was an unknown squatter residing at her property. PECO responded that because the new customer had placed the service in her name as of August 16, 2022, the service could not be disconnected at the request of the Complainant, and that an unauthorized squatter was a private matter outside of PECO's control. PECO also asserted that the company properly billed the Complainant for service.

PECO also filed a Preliminary Objection on November 29, 2022. PECO contended that the Complaint should be dismissed for legal insufficiency in accordance with 52 Pa. Code §5.101(a)(4). The Company argued that the Complaint should be dismissed as it has raised a private matter outside of PECO's control and raised matters that do not constitute violations of the Public Utility Code, the regulations of the Commission or PECO's Electric Service Tariff, as required by 52 Pa. Code §5.22(a)(4).

On November 30, 2022, an Initial Call-In Telephonic Hearing Notice was issued, setting a hearing for February 8, 2023. On December 12, 2023, a Prehearing Order containing procedural information was issued.

On January 12, 2023, an order was issued that overruled the preliminary objection of PECO given the averments of the Complainant that PECO improperly handled the matter and activated PECO service in her home for a new customer without proper documentation.

The hearing was held as scheduled on February 8, 2023. Ms. Haleemah Gross appeared *pro se* and testified on her own behalf. Khadijah Scott, Esquire represented PECO and Renee Tarpley, PECO Senior Regulatory Assessor, testified on behalf of the company.

The following PECO exhibits were offered and admitted into the record:

PGW Exhibit 1- Customer Information Record
PGW Exhibit 2- Stop Service Request Record

PGW Exhibit 3- January 18, 2023 letter from PECO to Ms. Gross
PGW Exhibit 4- BCS Decision

The record closed on February 24, 2023, upon the filing of the 60-page transcript.

FINDINGS OF FACT

- 1. The Complainant is Ms. Haleemah Gross.

- 2. The Complainant was a PECO customer on Grovers Avenue in Philadelphia, Pennsylvania (service address).

- 3. The Respondent is PECO Energy Company.

- 4. At the time of the hearing, Ms. Gross' PECO account balance was \$232.55. Tr. 38.

- 5. On August 16, 2022, the Complainant's account was finaled, i.e., no longer actively billed. Tr. 19; PECO Exhibit 1.

- 6. The account balance is an accumulation of PECO bills issued from May 18, 2022 through August 16, 2022. Tr. 39-40; PECO Exhibit 1.

- 7. The Complainant was billed as follows:

Transaction Dates	Balance Forward	Current Charges	Amount Due	Payment
5/18/2022 – 6/17/2022	0	\$83.73	\$83.73	
7/14/2022				\$84.00
6/17/22 – 7/19/2022	\$62.60	\$81.79	\$144.39	
7/19/22 – 8/16/2022	\$144.39	\$88.16	\$232.55	

Tr. 39-40; PECO Exhibit 1.

8. On August 15, 2022, the Complainant submitted an online request to PECO to disconnect her service. PECO Exhibit 2.

9. PECO assigned a Stop Service date of August 16, 2022. PECO Exhibit 2.

10. The Complainant's electric service was disconnected on August 16, 2022. Tr. 42.

11. On August 16, 2022, a new customer contacted PECO to establish service at the service address, effective August 17, 2023. Tr. 43;53.

12. PECO has not billed Ms. Gross for service after the August 16, 2022 disconnect date. Tr. 42; PECO Exhibit 2.

13. On August 19, 2022, Ms. Gross contacted PECO and informed the company that she wanted the service discontinued again because there was a squatter in her home. Tr. 40-41.

14. Ms. Gross provided PECO with the number of the police report records of her contacting the police regarding a squatter in her home. Tr. 45.

DISCUSSION

As the proponent of a rule or order, the Complainant bears the burden of proof pursuant to Section 332(a) of the Pennsylvania Public Utility Code (Code). 66 Pa.C.S. § 332(a). To satisfy this burden, the Complainant must demonstrate by a preponderance of the evidence that the Respondent was responsible for the problems alleged in the Complaint through a violation of the Code or a regulation or order of the Commission. 66 Pa.C.S. § 701.

Preponderance of the evidence means that the party with the burden of proof has presented evidence that is more convincing than that presented by the other party. *Samuel J.*

Lansberry, Inc. v. Pa. Pub. Util. Comm'n, 578 A.2d 600 (Pa. Cmwlth. 1990). In addition, the Commission's decision must be supported by "substantial evidence," which consists of evidence that a reasonable mind might accept as adequate to support a conclusion. *Norfolk & W. Ry. Co. v. Pa. Pub. Util. Comm'n*, 413 A.2d 1037 (Pa. 1980). A "trace of evidence or a suspicion of the existence of a fact" is insufficient. *HIKO Energy, LLC v. Pa. Pub. Util. Comm'n*, 163 A.3d 1079, 1094 (Pa. Cmwlth. 2017) (quoting *Lyft, Inc. v. Pa. Pub. Util. Comm'n*, 145 A.3d 1235, 1240 (Pa. Cmwlth. 2016), *aff'd*, 209 A.3d 246 (Pa. 2019)).

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

While the burden of persuasion may shift back and forth during a proceeding, the burden of proof never shifts. The burden of proof always remains on the party seeking affirmative relief from the Commission. *Milkie v. Pa. Pub. Util. Comm'n*, 768 A.2d 1217 (Pa. Cmwlth. 2001).

The Pennsylvania Public Utility Code requires each public utility to comply with the following:

Every public utility shall furnish and maintain adequate, efficient, safe, and reasonable service and facilities . . . Such service and facilities shall be in conformity with the regulations and orders of the commission.

66 Pa.C.S. § 1501. The statutory definition of "service" is to be broadly construed. *Betchy v. West Penn Power Co.*, Docket No. C-2018-3000257 (Opinion and Order entered Oct. 8, 2020)

(citing *Country Place Waste Treatment Co., Inc. v. Pa. Pub. Util. Comm'n*, 654 A.2d 72 (Pa. Cmwlth. 1995)). “Service” is defined in the Code as follows:

“Service.” Used in its broadest and most inclusive sense, includes any and all acts done, rendered, or performed, and any and all things furnished or supplied, and any and all facilities used, furnished, or supplied by public utilities, or contract carriers by motor vehicle, in the performance of their duties under this part to their patrons, employees, other public utilities, and the public, as well as the interchange of facilities between two or more of them[.]

66 Pa.C.S. § 102.

With respect to discontinuing service, 52 Pa. Code 56.16(a) provides that a customer who is about to vacate premises supplied with public utility service or who wishes to have service discontinued shall give at least seven days' notice to the public utility.

Ms. Gross asserts that she should not be held responsible for PECO bills for the period that a squatter was in the service address. She contends that a squatter has lived in her home since June of 2022. Tr. 5, 7. She also challenged that PECO turned on and maintained its service for the squatter and questioned why service was provided without a lease or proof that the person requesting service at the service address lived there. Tr. 5-6.

PECO contends that the Complainant was properly billed for the period that she was the customer of record. The Company also contends that it properly connected and maintains service for a new customer at the service address.

The evidence established that the Complainant contacted PECO to disconnect her service on August 15, 2022. The service at the service address was taken out of the Complainant's name as of August 16, 2022. The amount that PECO billed the Complainant after her bill was finalized included charges incurred while the Complainant was the customer of record and did not include amounts incurred by the new customer after the Complainant requested that

her service be terminated. There is no basis upon which to find that the Complainant was incorrectly billed by PECO.

The Complainant's testimony that an unauthorized person, or squatter, had moved into her residence was credible. Ms. Gross contacted the police, filed a police report and provided PECO with the report number. Tr. 11,13, 16-17. Additionally, the record evidence shows that a new customer at the service address contacted PECO on August 16, 2022 to establish service, the very day that service for the Complainant was terminated at her request.

However, the record does not support a finding that PECO violated the Public Utility Code, a Commission order or the regulations by starting service in the name of a new customer. Ms. Renee Tarpley, PECO Senior Regulatory Assessor, testified that PECO began the service for the new customer after the customer provided personal information, such as a social security number, and a credit check was run. Tr. 54. There was no evidence that this procedure constituted a violation or was unreasonable. Additionally, although 52 Pa. Code 56.16(a) provides that a customer is to give a utility seven days' notice to disconnect service, PECO disconnected the service address on August 16, 2022, one day after Ms. Gross' disconnect request on August 15, 2022. The new customer was not enrolled or provided service until after the Complainant's service was discontinued.

Finally, after the August 16, 2022 disconnection. Ms. Gross discovered that PECO had reconnected service at the service address. Tr. 30-31. On or about August 19, 2022, she contacted PECO and informed the Company that the reason she discontinued PECO service was because a squatter had moved into her residence, against whom the Complainant remained in litigation in civil court at the time of the hearing. Tr. 17,35. She also requested that the Company again shut off service at the service address; PECO did not. Tr. 26,40.

Ms. Tarpley testified that PECO would not disconnect service if the company was informed that there was a squatter at the residence because PECO does not get involved in disputes between external parties. Tr 43. Given that, neither the regulations nor Code require action from a utility when presented with information that a squatter is occupying a residence, it

cannot be found that PECO committed a violation or acted unreasonably here. There is no basis upon which to find for the Complainant with respect to her request that PECO shut off service at the service address. Ms. Gross is no longer the customer of record at the service address and therefore is not responsible for any bills issued for that address for service provided after her disconnect date.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties of this proceeding. 66 Pa.C.S. § 701.
2. The Complainant bears the burden of proving by a preponderance of the evidence that she is entitled to relief from the Commission. 66 Pa.C.S. § 332(a).
3. A Commission decision must be supported by “substantial evidence,” which consists of evidence that a reasonable mind might accept as adequate to support a conclusion. A “trace of evidence or a suspicion of the existence of a fact” is insufficient. *HIKO Energy, LLC v. Pa. Pub. Util. Comm'n*, 163 A.3d 1079, 1094 (Pa. Cmwlth. 2017) (quoting *Lyft, Inc. v. Pa. Pub. Util. Comm'n*, 145 A.3d 1235, 1240 (Pa. Cmwlth. 2016)), *aff'd*, 209 A.3d 246 (Pa. 2019).
4. Every public utility shall furnish and maintain adequate, efficient, safe, and reasonable service and facilities and such service and facilities shall be in conformity with the regulations and orders of the commission. 66 Pa.C.S. § 1501.
5. A customer is to give a utility seven days’ notice to disconnect service. 52 Pa. Code 56.16(a).
6. The Complainant did not establish that PECO committed a violation by charging her for service provided during the period that she remained the customer of record at the service address. 66 Pa.C.S. § 332(a).

7. The record does not establish that PECO committed a violation when, after obtaining personal information and a credit check, the company connected and maintained service for a new customer at the service address. 66 Pa.C.S. § 332(a).

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Complaint of Haleemah Gross in Haleemah Gross v. PECO Energy Company, Docket No. F-2022-3036710 is denied and dismissed.

2. That after issuance of a Final Order that the Secretary mark the docket at Docket No. F-2022-3036710 closed.

Date: May 19, 2023

/s/
Darlene Davis Heep
Administrative Law Judge