

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Eleena Bower	:	
	:	
v.	:	C-2024-3045418
	:	
PPL Electric Utilities Corporation	:	

INITIAL DECISION

Before
Christopher P. Pell
Deputy Chief Administrative Law Judge

INTRODUCTION

This Initial Decision denies the Complainant’s Complaint because she did not meet her burden of demonstrating that PPL provided her with inadequate or unreasonable service, or that PPL billed her incorrectly for service at the service address from April 4, 2023 through August 24, 2023.

HISTORY OF THE PROCEEDING

On January 12, 2024, Eleena Bower (Complainant) filed a Formal Complaint (Complaint) against PPL Electric Utilities Corporation (PPL or Respondent) with the Pennsylvania Public Utility Commission (Commission). In the Complaint, the Complainant placed a checkmark in the box marked “[i]ncorrect charges are on my bill.” In a comment box, the Complainant indicated that she sold the property in question in 2017, and that the bills at issue are from April 2023 through August 24, 2023. As relief, the Complainant

requested: that this debt be removed from her account; that her account be closed; that PPL remove the landlord agreement from her account; that PPL remove her from collections; that PPL provide her with a letter stating this was resolved; and that PPL provide her with an apology.

On February 1, 2024, the Respondent filed an Answer to the Complaint. In the Answer, the Respondent admitted that the Complainant received electric service bills for the service provided to 51 State Street, East Stroudsburg, PA 18301 (service address) between April 2023 and August 2023. The Respondent denied that there are incorrect charges on the Complainant's bills and also denied that the Complainant is not responsible for the balance that accrued at the service address between April 2023 and August 24, 2023.

By Initial Call-In Telephonic Hearing Notice dated April 17, 2024, an initial call-in telephonic hearing was scheduled for May 23, 2024 at 10:00 a.m., and the matter was assigned to me.

I issued a Prehearing Order on April 2, 2024. 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.

The hearing convened as scheduled on May 23, 2024. The Complainant appeared *pro se* and testified. The Complainant presented seven exhibits, six of which were admitted into the record. (Complainant Exhs. 1-6). The Respondent appeared and was represented by Peter J. Kramer, Esq., who presented the testimony of Holly Hankerson, a PPL Senior Customer Service Representative. The Respondent presented four exhibits, all of which were admitted into the record. (PPL Exhs. 1-4).

The record closed on June 12, 2024, the date the transcript was filed with the Commission.

FINDINGS OF FACT

1. The Complainant in this case is Eleena Bower.
2. The Respondent in this case is PPL Electric Utilities Corporation.
3. The Complainant resides at 185 Estancia Drive, Apartment 149, San Jose, California. Tr. 9.
4. The Complainant is not currently a PPL customer. Tr. 9.
5. The Complainant owned and previously had PPL electric service at 51 State Street, East Stroudsburg, PA 18301 (service address). Tr. 10-11.
6. The Complainant purchased the service address in 2004. Tr. 11.
7. The Complainant lived at this address until 2010, after which she rented out the service address. Tr. 10.
8. The Complainant sold the service address on March 24, 2017. Tr. 11, 19; Comp. Exh. 1.
9. Landlord Agreements are provided to landlords so that service may be placed in their name when a tenant discontinues service in order to maintain a property between tenants. Tr. 29.

10. If a landlord owns five or less properties, Landlord Agreements are completed verbally over the telephone. Tr. 36, 40.

11. The Landlord Agreement provides that a landlord who is no longer responsible for bill payments between tenants must notify PPL. Tr. 30; PPL 3.

12. If an account does not have a Landlord Agreement and if there are not any occupants, PPL turns the meter off. Tr. 56.

13. If a renter disconnects service on a landlord-coded account, PPL's system will automatically issue a "start service" in the landlord's name if the landlord is coded on the account. Tr. 32.

14. PPL will cancel a Landlord Agreement when the landlord/owner of the property notifies the Company that they are no longer responsible. Tr. 55-56.

15. The Complainant entered into a Landlord Agreement with PPL for the service address on May 9, 2008. Tr. 29, 37.

16. On March 1, 2023, the ratepayer of record at the service address requested a stop-service on their account. Tr. 32-33; PPL Exh. 2.

17. On March 1, 2023, PPL issued a Landlord Confirmation Letter to the Complainant advising her that service for the service address was placed in her name. Tr. 31-33.

18. The letter advised the Complainant that if she is not responsible for the payment of the electric, or if the address, name, meter number, or connect data is

incorrect, she should contact the company to provide notice of any changes. Tr. 35; PPL Exh. 4.

19. PPL mailed the Landlord Confirmation Letter to the Complainant to the address PPL had on file for her at 520 Samuels Avenue, Apartment 7302, Fort Worth, Texas. Tr. 32.

20. PPL subsequently billed the Complainant for service at the service address because she was the account holder. Tr. 57.

21. On August 23, 2023, a new ratepayer requested service in their name at the service address. Tr. 33; PPL Exh. 2.

22. As a result of this new ratepayer requesting service in their name, PPL took service out of the Complainant's name. Tr. 34.

23. PPL billed the Complainant \$596.35 for service from April 4, 2023 through August 24, 2023. Tr. 28; PPL Exh. 1.

24. PPL sent this unpaid amount to a collection agency on November 2, 2023. Tr. 28.

25. The Complainant learned about these charges from the collection agency. Tr. 20.

26. On November 10, 2023, the Complainant contacted PPL and advised that she no longer owned the service address. Tr. 60; PPL Exh. 2.

27. Prior to November 2023, PPL did not have any record of the Complainant contacting the company to cancel the landlord coding on her account. Tr. 34, 56-57.

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, 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, 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. Cmwlth. 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. Cmwlth. 1982); *Edan Transp. Corp. v. Pa. Pub. Util. Comm'n*, 623 A.2d 6 (Pa. Cmwlth. 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. Co. v. Pa. Pub. Util. Comm'n*, 413 A.2d 1037 (Pa. 1980); *Erie Resistor Corp. v. Unemployment Comp. Bd. of Rev.*, 166 A.2d 96 (Pa. Super. 1960); *Murphy v. Dep't of Pub. Welfare, White Haven Ctr.*, 480 A.2d 382 (Pa. Cmwlth. 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).

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. Cmwlt. 2001).

Additionally, PPL is required by law to provide the Complainant with adequate and reasonable service. Section 1501 of the Public Utility Code provides, in relevant part:

§1501. Character of service and facilities

Every public utility shall furnish and maintain adequate, efficient, safe, and reasonable service and facilities, and shall make all such repairs, changes, alterations, substitutions, extensions, and improvements in or to such service and facilities as shall be necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the public. Such service also shall be reasonably continuous and without unreasonable interruptions or delay. Such service and facilities shall be in conformity with the regulations and orders of the commission.

66 Pa.C.S. § 1501.

Interpreting this provision in *West Penn Power Co. v. Pennsylvania Public Utility Commission*, 478 A.2d 947 (Pa. Cmwlt. 1984), the Commonwealth Court stated:

We hold that in order for the PUC to sustain a complaint brought under this section, the utility must be in violation of its duty under this section. Without such a violation by the utility, the PUC does not have the authority, when acting on a customer’s complaint, to require any action by the utility.

West Penn Power, 478 A.2d at 949 (footnote omitted).

The statutory definition of “service” is to be broadly construed.¹ *Country Place Waste Treatment Co., Inc. v. Pa. Publ. Util. Comm’n*, 654 A.2d 72 (Pa. Cmwlth. 1995). In applying the facts to the law, the issue becomes whether PPL’s actions as described in the Complaint rise to the level of inadequate service that constitutes a violation of the Public Utility Code.

In the present case, the Complainant avers that she should not be held responsible for billed usage at the service address that occurred between April 4, 2023 through August 24, 2023 because she sold the service address on March 24, 2017. Additionally, the Complainant denies that she participated in PPL’s Landlord Agreement and maintains that she advised PPL that she sold the service address in 2017. However, the Complainant offered conflicting testimony regarding whether she participated in PPL’s Landlord Agreement:

ALJ Pell: You referenced in your complaint about a Landlord Agreement. I was just asking you to explain from your perspective – well, tell

¹ “**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 ... 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 (emphasis original).

me why you referenced the Landlord Agreement in your complaint.

Complainant: Because I asked for a copy of the Landlord Agreement, and they have not provided one for me. So I'm just showing you the Landlord Agreement that they sent of their exhibit. Just the Landlord Agreement. There's no signed Landlord Agreement, and I was just telling that to you.

ALJ Pell: So are you saying that you did not participate in a Landlord Agreement?

Complainant: I'm not saying that. I'm saying that there was no Landlord Agreement after I sold the house, when I turned off my utilities.

ALJ Pell: Okay. So let me make sure that I'm understanding what you're saying correctly. You did have a – you did participate in a Landlord Agreement, and from your perspective, that ended when you sold the house. Am I saying that correctly, or am I incorrect?

Complainant: There was no Landlord Agreement.

ALJ Pell: Okay, just so – for clarification purposes, a second ago, you said you weren't saying that you didn't participate in it. And so now I'm a little confused.

Complainant: So there's no evidence there was a Landlord Agreement. So there's no Landlord Agreement.

Tr. 12-13.

In response, PPL's witness explained that Landlord Agreements are provided to landlords to have service placed in their name when a tenant discontinues

service in order to maintain a property between tenants. Tr. 29. If a renter disconnects service on a landlord-coded account, PPL's system will automatically issue a "start service" in the landlord's name if the landlord is coded on the account. Tr. 32. If an account does not have a Landlord Agreement and if there are not any occupants, PPL turns the meter off. Tr. 56. If a landlord owns five or less properties, Landlord Agreements are completed verbally over the telephone. Tr. 36, 40. The Landlord Agreement provides that a landlord who is no longer responsible for bill payments between tenants must notify PPL. Tr. 30; PPL 3. PPL will cancel a Landlord Agreement when the landlord/owner of the property notifies the Company that they are no longer responsible. Tr. 55-56. PPL's witness explained that the Complainant entered into a Landlord Agreement with PPL for the service address on May 9, 2008. Tr. 29, 37.

The Complainant averred that she did not enter into a Landlord Agreement with PPL because "there's no evidence there was a Landlord Agreement. So there's no Landlord Agreement." However, the Complainant contradicted herself when she testified "I'm saying there was no Landlord Agreement after I sold the house, when I turned off my utilities." As the Complainant offered contradictory testimony, I find PPL's witness more credible on the issue of the existence of a Landlord Agreement between the Complainant and PPL.

PPL's witness further testified credibly that PPL did not have notice that the Complainant sold the service address until November 10, 2023. Accordingly, since PPL did not have notice that the Complainant no longer owned the service address or have notice that the Complainant's mailing address had changed, PPL did not err by placing the account for service back in her name pursuant to the Landlord Agreement she entered into with PPL. Under the circumstances, since the Complainant didn't advise PPL that she had sold the property prior to November 2023, PPL did not provide her with inadequate or unreasonable service in violation of 66 Pa.C.S. § 1501 by billing her for

service rendered to the service address between April 4, 2023 through August 24, 2023 in accordance with the Landlord Agreement.

Accordingly, the Complainant's Complaint is denied.

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. Every public utility shall furnish and maintain adequate, efficient, safe, and reasonable service. 66 Pa.C.S. § 1501.
5. The Complainant failed to meet her burden of demonstrating that PPL provided her with inadequate and unreasonable service. 66 Pa.C.S. § 332(a).

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Formal Complaint of Eleena Bower at Eleena Bower v. PPL Electric Utilities Corporation at Docket No. C-2024-3045418 is denied;
2. That the docket at Docket No. C-2024-3045418 be marked closed.

Date: September 9, 2024

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