

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Julian Hormilla

v.

PPL Electric Utilities Corporation

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F-2024-3046014

**INITIAL DECISION**

Before  
Steven K. Haas  
Administrative Law Judge

**INTRODUCTION**

An electricity customer filed a Formal Complaint against his electric utility company wherein he alleged that the utility failed to process and implement his request to terminate his landlord agreement after he had notified the utility that he had sold the property. The customer alleged that, because of the utility's failure to process his request, he was improperly billed and held responsible for charges incurred on the account after he sold the property. This Initial Decision denies the Formal Complaint because the customer did not meet his burden of proving that he was improperly billed or that the utility otherwise violated the Public Utility Code or an order or regulation of the Pennsylvania Public Utility Commission.

## HISTORY OF THE PROCEEDING

On January 22, 2024, Julian Hormilla (Complainant or Mr. Hormilla) filed a Formal Complaint (Complaint) with the Pennsylvania Public Utility Commission (Commission) against PPL Electric Utilities Corporation (Respondent or PPL).<sup>1</sup> In his Complaint, Complainant is disputing charges billed to him from December of 2022 to August of 2023. He avers that he sold the property in June of 2020 and had informed PPL of the sale and requested that his landlord agreement with the company be terminated. By way of relief, Mr. Hormilla requests that PPL rectify the matter and stop any future attempts to collect the disputed charges.

On February 26, 2024, PPL filed an Answer to the Complaint in which it denied the material allegations and averred that the disputed charges were properly billed and that the Complainant was responsible for paying the charges. By way of relief, PPL requests that the Complaint be denied in its entirety.

On April 8, 2024, an Initial Telephonic Hearing Notice was issued scheduling this matter for an evidentiary hearing on May 29, 2024, and assigning me as Presiding Officer.

On May 6, 2024, I issued to the parties a Prehearing Order that contained various instructions that would govern participation in the evidentiary hearing.

By agreement of the parties, the May 29, 2024, hearing was rescheduled for July 29, 2024. The evidentiary hearing was held as scheduled on July 29, 2024. Mr. Hormilla appeared *pro se* and testified on behalf of himself. Peter J. Kramer, Esquire,

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<sup>1</sup> The Formal Complaint is a timely appeal of a decision by the Commission's Bureau of Consumer Services (BCS) at BCS No. 3938072. The timely appeal is subject to *de novo* review. 52 Pa. Code § 56.173(a).

appeared on behalf of PPL and presented one witness who sponsored five exhibits (PPL Exhibit Nos. 1, 2, 3, 5 and 6), all of which were admitted into the record without objection.

I closed the record on September 3, 2024, upon my receipt of the hearing transcript. The record consists of a 42-page transcript and five PPL exhibits.

This matter is ready for ruling. For the reasons discussed below, the Complaint will be denied.

#### FINDINGS OF FACT

1. The Complainant is Julian Hormilla.
2. The Respondent is PPL Electric Utilities Corporation.
3. The address of the property at issue is 1002 S. 6<sup>th</sup> Street, Allentown, PA. Tr. 8.
4. Mr. Hormilla owned the property but resides in Clayton, North Carolina. Tr. 8.
5. Mr. Hormilla sold the property on June 25, 2020. Tr. 9.
6. Mr. Hormilla executed a landlord agreement for the property with PPL in November 2018 which provided, *inter alia*, that electric service would be placed in the landlord's name after a tenant vacates the property. Tr. 9, 14, 19, 24; PPL Exs. 5-6.
7. The landlord agreement provided that the property owner was to notify PPL of any changes in the ownership of the property. Tr. 20; PPL Ex. 6.

8. Mr. Hormilla paid a PPL bill in the amount of approximately \$21.00 in June of 2020, at the time he sold the property. Tr. 9.

9. A tenant who had been residing in the property entered a request on PPL's website on December 1, 2022, to close the tenant's account effective December 2, 2022. Tr. 21-22; PPL Ex. 2.

10. The landlord agreement between PPL and Mr. Hormilla was active in PPL's system at the time the tenant requested in December 2022 that the tenant's account be closed. Tr. 22.

11. Pursuant to the landlord agreement, service was switched into Mr. Hormilla's name on December 3, 2022. Tr. 22.

12. A letter confirming the December 3, 2022, transaction that switched the name on the account to Mr. Hormilla was mailed to P.O. Box 5304, Lancaster, PA, which was the address of the property management company used by him and that PPL had on file for the account. Tr. 22.

13. Subsequent to the account being placed in Mr. Hormilla's name in December 2022, monthly bills for service were mailed to him at the property management company's Lancaster address. Tr. 10, 22.

14. Mr. Hormilla was contacted by PPL in July or August of 2023, about an outstanding bill for over \$1,200.00. Tr. 8-9.

15. Mr. Hormilla called PPL on August 3, 2023, to discuss the outstanding bill and dispute his responsibility for the charges. Tr. 22.

16. PPL informed him that the landlord agreement was still active on the account and, accordingly, he was responsible for the charges. Tr. 22.

17. The landlord agreement was canceled by PPL on August 3, 2023. Tr. 23.

18. When a customer calls PPL to make changes to an account, such as closing the account, the company will send a letter to the customer confirming the transaction. Tr. 29.

19. PPL sent a letter to Mr. Hormilla on August 3, 2023, confirming the cancellation of the landlord agreement. Tr. 20; PPL Ex. 6.

20. PPL's records do not contain any entries indicating that Mr. Hormilla called PPL prior to August 3, 2023, to cancel the landlord agreement. Tr. 23.

21. PPL's records do not contain any entries indicating that a confirmation letter was sent to Mr. Hormilla in June of 2020 when he claims to have canceled the landlord agreement. Tr. 29.

22. The total amount of the disputed charges is \$1,294.96. Tr. 18; PPL Ex. 1.

### DISCUSSION

Section 332(a) of the Public Utility Code provides that the party seeking relief from the Commission has the burden of proof. 66 Pa.C.S. § 332(a). "Burden of proof" means a duty to establish a fact by a preponderance of the evidence, or evidence more convincing, by even the smallest degree, than the evidence presented by the other party. *Se-Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950). As a matter of law, a complainant must show that the named utility is responsible or accountable for the problem described in the complaint in order to prevail. *Patterson v. Bell Tel. Co. of Pa.*,

72 Pa.P.U.C. 196 (1990). The offense must be a violation of the Public Utility Code, the Commission's regulations, or an outstanding order of the Commission. 66 Pa.C.S. § 701. As the individual who filed the Complaint in this proceeding, Mr. Hormilla bears the burden of proof. 66 Pa.C.S. § 332(a).

If a complainant establishes a *prima facie* case, the burden of going forward with the evidence shifts to the utility. If a utility does not rebut that evidence, the complainant will prevail. If the utility rebuts the complainant's evidence, the burden of going forward with the evidence shifts back to the complainant, who must rebut the utility's evidence by a preponderance of the evidence. The burden of going forward with the evidence may shift from one party to another, but the burden of proof never shifts; it always remains on a complainant. *Milkie v. Pa. Pub. Util. Comm'n*, 768 A.2d 1217 (Pa. Cmwlth. 2001) (*Milkie*); *see also, Burlison v. Pa. Pub. Util. Comm'n*, 443 A.2d 1373 (Pa. Cmwlth. 1982).

Any decision of the Commission must be supported by substantial evidence. 2 Pa.C.S. § 704. "Substantial evidence" is such relevant evidence that a reasonable mind might accept as adequate to support a conclusion. 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. 1961); *Murphy v. Dept. of Pub. Welfare, White Haven Ctr.*, 480 A.2d 382 (Pa. Cmwlth. 1984).

Mr. Hormilla executed a landlord agreement with PPL in November of 2018 for the property at issue. Tr. 19-20. The landlord agreement provided, among other things, that he was to notify PPL of any change in ownership of the property, and that electric service to the property would be placed in his name if a tenant vacated the property. Tr. 19-20; PPL Ex. 6. Mr. Hormilla sold the property at issue on June 25, 2020. Tr. 9. He testified that he contacted PPL around the time of the sale to inform the

company about the sale and to cancel the landlord agreement. Tr. 9. He subsequently learned in July or August of 2023 that the landlord agreement had not been canceled and that his name was still on the account. Tr. 8-9. He was informed by PPL that he was responsible for the payment of charges totaling \$1,294.96 that accrued on the account from December 2022 to August 2023. Tr. 8-9.

Mr. Hormilla testified that he paid a final bill in June of 2020, and he believed this payment settled the account. Tr. 9-10. He stated that he had maintained the same e-mail address and cell phone number since 2018. Tr. 10. He argued that he did not receive any communication from PPL prior to July or August of 2023 about the outstanding charges on the account. Tr. 10. He stated that PPL did send a letter about the account to the property management company he had used, but that the company was no longer working for him. Tr. 10. The gravamen of Mr. Hormilla's complaint, therefore, is that PPL did not process the request he made in June of 2020 to cancel the landlord agreement and, therefore, he should not be held responsible for payment of the disputed charges.

PPL presented the testimony of Tami Roland, who has served as a Senior Customer Service Representative with the company for 9 years. Tr. 16. She confirmed that Mr. Hormilla executed the landlord agreement for the property on November 12, 2018. Tr. 19-20. She testified that the agreement provided that the account would be placed back in the property owner's name when a tenant moved out of the property. Tr. 19. She further explained that it was the property owner's responsibility to notify PPL if the property was sold so that he/she would no longer be held responsible for subsequent charges incurred on the account. Tr. 20; PPL Ex. 6.

Ms. Roland testified that PPL received a request through its website on December 1, 2022, from the tenant who had been residing in the property, asking that the tenant's account be closed effective December 3, 2022. Tr. 21-22; PPL Ex. 2. She stated

that, under the landlord agreement, this tenant request resulted in service to the property being placed back in Mr. Hormilla's name effective December 3, 2022. Tr. 22. Ms. Roland testified that a letter confirming the return of the account to Mr. Hormilla's name was mailed to the property management company's address, which was the address that PPL had on file for service to the property. Tr. 22. She testified that monthly bills for service to the property after December 3, 2022, were also sent to the address of the property management company. Tr. 22.

Mr. Hormilla called PPL on August 3, 2023, to dispute his responsibility for charges incurred on the account from December 3, 2022, to August 3, 2023. Tr. 17, 22. Ms. Roland stated that the landlord agreement was still active on the account, but that it was canceled effective August 3, 2023. Tr. 23.

Ms. Roland testified that she reviewed PPL's records for the property and found no entries indicating that Mr. Hormilla contacted the company in 2020, or any time prior to August 3, 2023, to inform PPL that he had sold the property. Tr. 23, 28. She stated that PPL was first informed about the sale of the property when Mr. Hormilla called on August 3, 2023, and it was then that the landlord agreement was canceled. Tr. 21-23. As noted above, it is PPL's position that Mr. Hormilla is responsible for payment of the outstanding balance of \$1,294.96.

Mr. Hormilla alleges he informed PPL in December 2020 that he sold the property and to cancel the landlord agreement. PPL claims that it was not informed about the sale of the property or instructed to cancel the landlord agreement until he called in August 2023. The question to be answered is whether Mr. Hormilla has proven, by a preponderance of the evidence, that he did, in fact, cancel the landlord agreement in June 2020 and that PPL is mistakenly holding him responsible for payment of charges incurred on the account from December 2022 to August 2023. I find, based on the record evidence, that although Mr. Hormilla has arguably presented a *prima facie* case in

support of his allegations, he has not proven those allegations by a preponderance of the evidence when weighed against the evidence presented by PPL.

As described above, Mr. Hormilla testified he contacted PPL when he sold the property in June of 2020 to inform it of the sale and to cancel the landlord agreement. He stated he received no communications from PPL at the cell phone number or e-mail address, both of which he has maintained since 2018, about the disputed charges. I find that his testimony constitutes *prima facie* evidence of the allegations in his Complaint. However, I find that the testimony and exhibits presented by PPL constitute evidence of equal or greater weight in support of PPL's position. Ms. Roland testified that the PPL records for the account do not contain any indication that anyone called the company prior to August of 2023 to close the account or cancel the landlord agreement. Tr. 23. Ms. Roland explained that whenever a customer calls in to make a change to an account, such as closing the account or canceling a landlord agreement, the company will send the customer a letter confirming the transaction. She testified that PPL sent a letter to Mr. Hormilla on August 3, 2023, confirming the cancellation of the landlord agreement. Tr. 20; PPL Ex. 6. She further testified that if he had, in fact, canceled the landlord agreement in June of 2020, PPL would have sent a letter to him confirming the transaction. Tr. 29; PPL Ex. 2. PPL's records do not reflect any such letter having been sent.

Since PPL presented sufficient evidence to rebut the evidence presented by Mr. Hormilla, he has not proven his case by a preponderance of the evidence. Therefore, his complaint is denied.

## CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties to and the subject matter of this proceeding. 66 Pa.C.S. § 701.

2. The party seeking relief from the Commission has the burden of proof. 66 Pa.C.S. § 332(a).

3. “Burden of proof” means a duty to establish a fact by a preponderance of the evidence, or evidence more convincing, by even the smallest degree, than the evidence presented by the other party. *Se-Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950).

4. A complainant must show that the named utility is responsible or accountable for the problem described in the complaint in order to prevail. *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa.P.U.C. 196 (1990).

5. If a complainant establishes a *prima facie* case, the burden of going forward with the evidence shifts to the utility. If a utility does not rebut that evidence, the complainant will prevail. If the utility rebuts the complainant’s evidence, the burden of going forward with the evidence shifts back to the complainant, who must rebut the utility’s evidence by a preponderance of the evidence. The burden of going forward with the evidence may shift from one party to another, but the burden of proof never shifts; it always remains on a complainant. *Milkie v. Pa. Pub. Util. Comm’n*, 768 A.2d 1217 (Pa. Cmwlth. 2001); *see also, Burlison v. Pa. Pub. Util. Comm’n*, 443 A.2d 1373 (Pa. Cmwlth. 1982).

6. The Complainant has failed to prove his case by a preponderance of the evidence. 66 Pa.C.S. § 332(a).

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Formal Complaint filed by Julian Hormilla in the matter of Julian Hormilla v. PPL Electric Utilities Corporation, Docket No. F-2024-3046014, is denied.

2. That the matter of Julian Hormilla v. PPL Electric Utilities Corporation, Docket No. F-2024-3046014 be marked closed.

Date: December 2, 2024

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/s/  
Steven K. Haas  
Administrative Law Judge