

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Michelle Planessi

v.

Duquesne Light Company

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F-2024-3052638

INITIAL DECISION

Before
Mark A. Hoyer
Deputy Chief Administrative Law Judge

INTRODUCTION

This Initial Decision dismisses a landlord’s Complaint objecting to an electric utility’s transfer of a tenant’s account balance, including arrears, to the landlord’s account after a shared meter investigation discovered a foreign load. Complainant failed to meet her burden of proving the utility violated the Pennsylvania Public Utility Code (the Code), the Commission’s regulations or any order of the Commission.

HISTORY OF THE PROCEEDING

On December 17, 2024, Michelle Planessi (Complainant) filed a Formal Complaint (Complaint) with the Pennsylvania Public Utility Commission (Commission)

against Duquesne Light Company (Duquesne Light or Respondent).¹ Ms. Planessi checked the “Other” box on page 2 of the Formal Complaint form and averred that,

I should not be held responsible for an unpaid electric balance when I did not know there was foreign wiring. The crossed wires found were very minimal and does not justify the sum unpaid from the tenant. I should not be responsible for late fees on an account I had no access to and the account should have been terminated before reaching such a large balance.

As relief, Ms. Planessi requests that she only be held responsible for the electric charges during the time she was *aware* of the foreign wiring.

On January 9, 2025, Duquesne Light filed its answer to the Complaint. Duquesne Light denied Ms. Planessi’s contention that she is not responsible for the balance in arrears related to the apartment 2 tenant’s account transferred into an account in her name. Duquesne Light requested that the Complaint be denied in its entirety.

On January 24, 2025, an Initial Call-In Telephonic Hearing Notice was served on Complainant and Respondent (the Parties) scheduling a hearing before Administrative Law Judge (ALJ) Emily I. DeVoe on March 14, 2025. On January 27, 2025, a Prehearing Order for Telephone Hearing issued by ALJ DeVoe was served on the Parties.

On March 13, 2025, a Judge Change Notice was served on the Parties advising them that the undersigned would be presiding over the scheduled hearing instead of ALJ DeVoe.

¹ This Complaint is a timely appeal of the decision on an informal complaint decided by the Commission’s Bureau of Consumer Services (BCS) at BCS Case No. 4007853. A timely BCS appeal is subject to *de novo* review. 52 Pa. Code § 56.173(a).

On March 14, 2025, the telephone hearing was held as scheduled. Michelle Planessi appeared and represented herself. Ms. Planessi testified on her own behalf.

Megan E. Rulli, Esquire, represented Duquesne Light. Duquesne Light did not present any witnesses at the hearing.

The Parties agreed to stipulate to the admissibility of certain exhibits. Complainant's Exhibits A and B were admitted. (Tr. 12-14). Duquesne Light Exhibits 1-8, and Exhibit 11 were admitted. (Tr. 14-16). The Parties also agreed to 13 stipulations of fact that were read into the hearing record by counsel for Duquesne Light and admitted into the record. (Tr. 10-12).

The record was closed by Interim Order Closing the Hearing Record after the transcript of the hearing and exhibits were filed on April 4, 2025.

FINDINGS OF FACT

The Parties stipulated to the following 13 facts that were admitted at the hearing on March 14, 2025:

1. Complainant, Michelle Planessi, is the owner of a rental property at 353 Grace Street, Pittsburgh, Pennsylvania (the rental property). (Tr. 10).
2. The rental property has two units, apartment 1 and apartment 2, and three meters, one for each rental unit and a house meter. (Tr. 10).
3. On July 1, 2024, the apartment 2 tenant contacted Respondent Duquesne Light. (Tr. 10).

4. On July 17, 2024, Duquesne Light carried out a foreign load investigation at the rental property. (Tr. 10).

5. During the July 17, 2024, visit, Duquesne Light found an outlet in the bedroom of apartment 2 connected to the meter for apartment 1, and an outlet in the basement of the rental property in a common area connected to the meter for apartment 2. (Tr. 10).

6. Duquesne Light placed the account for apartment 2 in Ms. Planessi's name effective July 23, 2024. (Tr. 10).

7. On July 24, 2024, Duquesne Light transferred the outstanding account balance for the apartment 2 account into the account in Ms. Planessi's name. The total amount transferred was \$3,193.35. (Tr. 10-11).

8. On September 3, 2024, Duquesne Light verified that the meter for apartment 2 was no longer connected to the outlet in the basement common area. Duquesne Light also verified that the outlet in the bedroom of apartment 2 was now connected to the meter for apartment 2. (Tr. 11).

9. Duquesne Light transferred the account for apartment 2 out of Ms. Planessi's name on October 18, 2024. Duquesne Light back dated billing for the account to September 3, 2024. (Tr. 11).

10. Ms. Planessi was charged for usage related to apartment 2 between July 23, 2024, and September 3, 2024. (Tr. 11).

11. Duquesne Light waived late payment charges totaling \$133 from Ms. Planessi's account on March 14, 2025. The late payment charges were accrued while the account was in the name of the tenant for apartment 2. (Tr. 11).

12. The total account balance remaining in Ms. Planessi's name is \$3,060.35. There are no late payment charges included in the balance. (Tr. 11-12).

13. Ms. Planessi is not disputing any transfer of balance or foreign wiring determination for apartment 1 of the rental property. (Tr. 12).

DISCUSSION

Ms. Planessi does not dispute the finding of a shared meter/foreign load. Ms. Planessi contends the account arrears accrued by her apartment 2 tenant at the rental property should not have been transferred into her name. She asserts that she should only be responsible for the metered usage for apartment 2 after she became aware of the existence of the shared meter/foreign load, and not for the arrears accrued while the account was in her tenant's name.

Ms. Planessi testified that the bedroom outlet in apartment 2 wired into the meter for apartment 1 benefited the apartment 2 tenant because the apartment 2 tenant was not billed for this usage. With respect to the outlet in the common area of the basement that was wired into the meter for apartment 2, Ms. Planessi testified that she did not have any electrical appliances connected to that outlet and, based upon where the outlet is located in the basement, she doubted that the outlet was utilized. (Tr. 21, 26). Ms. Planessi argues that Duquesne Light's failure to terminate service to the apartment 2 tenant and allowing the account balance to exceed \$3,000 amount to negligence. (Tr. 25-26).

Duquesne Light asserts that a foreign load/shared meter was admittedly found to exist at the rental property when Duquesne Light visited, and that Duquesne Light followed the Code and applicable case law in transferring the balance of the apartment 2 tenant's account into Ms. Planessi's account. Duquesne Light contends that the arrears from the tenant's account were transferred to Ms. Planessi's account in accordance with the law and Ms. Planessi remains responsible for payment of her apartment 2 tenant's arrears to Duquesne Light. (Tr. 22-24).

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 pursuant to 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, 602 (Pa. Cmwlth. 1990). That is, by presenting 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. v. Pa. Pub. Util. Comm'n*, 413 A.2d 1037 (Pa. 1980); *Erie Resistor Corp. v. Unemployment Compensation Bd. of Rev.*, 166 A.2d 96 (Pa. Super. 1960); *Murphy v. Commonwealth, Dep't of Pub. Welfare, White Haven Ctr.*, 480 A.2d 382 (Pa. Cmwlth. 1984).

Section 1529.1(a) of the Public Utility Code, 66 Pa.C.S. § 1529.1(a), provides that it is the duty of every owner of a residential building which contains one or more dwelling units, not individually metered, to notify each public utility from whom utility service is received of their ownership and the fact that the premises served are used for rental purposes. Section 1529.1(b) of the Code provides in pertinent part:

[I]f the mobile home or residential building contains one or more dwelling units not individually metered, an affected public utility shall *forthwith* 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 services rendered thereunto.

66 Pa.C.S. § 1529.1(b) (emphasis added.) *See also, Del Vecchio v. PPL Elec. Utils. Corp.*, Docket No. Z-01464793 (Opinion and Order entered Sept. 13, 2005) (*Del Vecchio*); *Afshari v. PPL Elec. Utils. Corp.*, Docket No. C-20055547 (Order entered Aug. 15, 2007). In *Del Vecchio*, the Commission found the utility violated 66 Pa.C.S. § 1529.1, because it failed to transfer complainant's electric account to the landlord when it found foreign load on complainant's meter.

A plain reading of 66 Pa.C.S. § 1529.1, holds a property owner financially responsible for a tenant's entire account, once foreign load is verified on the tenant's utility service. *Santos v. Metro. Edison Co.*, Docket No. C-00967757 (Opinion and Order entered Aug. 7, 1997) (*Santos*). Upon finding foreign load, the utility must list the account, including any arrearage, in the name of the landlord. The landlord bears the responsibility of paying the utility bills until the foreign load is corrected. Once the foreign load is corrected by the landlord and verified by the utility, the utility may place the account back in the name of the tenant. However, the arrearage, if any, remains with the landlord. *Ace Check Cashing Inc. v. Phila. Gas Works*, Docket No. C-2008-2056428 (Opinion and Order entered May 21, 2010) (*Ace*). There is no *de minimus* exception; any dispute between the landlord and tenant regarding the financial responsibilities of the

parties is a matter to be resolved in a court of common pleas and is outside this Commission's jurisdiction. *Id.*

Ms. Planessi admitted that a foreign load/shared meter situation was discovered at the rental property during a visit by Duquesne Light. Although the arrears transferred to Ms. Planessi's account from the apartment 2 tenant are significant, this does not have any impact on the determination required to be made here. Pursuant to Section 1529.1, the arrears are Ms. Planessi's responsibility and Duquesne Light is legally entitled to receive full payment from her. Duquesne Light waived all late payment charges billed while the account was in the apartment 2 tenant's name and the remaining balance in Ms. Planessi's account does not include any late payment charges.

As the party seeking affirmative relief from the Commission, Ms. Planessi bears the burden of proof. 66 Pa.C.S. § 332(a). Ms. Planessi has failed to meet her burden of proof.

Accordingly, the Complaint is dismissed in the ordering paragraphs below.

CONCLUSIONS OF LAW

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

2. A property owner is financially responsible for a tenant's entire account, once a foreign load is verified on the tenant's utility service, including all arrearages. *Ace Check Cashing Inc. v. Phila. Gas Works*, Docket No. C-2008-2056428 (Opinion and Order entered May 21, 2010); 66 Pa.C.S. § 1529.1.

3. Once foreign load is verified on a tenant's utility service, any dispute between the landlord and tenant regarding the financial responsibilities of the parties is a matter to be resolved in a court of common pleas, and is outside this Commission's jurisdiction. *Ace Check Cashing Inc. v. Phila. Gas Works*, Docket No. C-2008-2056428 (Opinion and Order entered May 21, 2010).

4. Complainant failed to meet her burden of proving Respondent violated the Public Utility Code, Commission regulations or any order of the Commission. 66 Pa.C.S. § 332(a).

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Formal Complaint of Michelle Planessi in *Michaëlle Planessi v. Duquesne Light Company* at Docket No. F-2024-3052638 is hereby dismissed.

2. That the Docket in this proceeding, Docket No. F-2024-3052638, be marked closed.

Date: May 23, 2025

/s/
Mark A. Hoyer
Deputy Chief Administrative Law Judge