

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Tanaya Kinard	:	
	:	
v.	:	C-2025-3054997
	:	
PECO Energy Company	:	

**ORDER**  
**GRANTING IN PART AND DENYING IN PART**  
**PECO ENERGY COMPANY'S PRELIMINARY OBJECTIONS**

On May 6, 2025, Tanaya Kinard (Ms. Kinard or Complainant) filed a Formal Complaint against PECO Energy Company (PECO). The Formal Complaint was served on PPL on May 7, 2025. In her Complaint, Ms. Kinard alleges that the utility is threatening to shut off her service or has already shut off her service; she would like a payment agreement; and there are incorrect charges on her bill. Ms. Kinard's Formal Complaint indicates that her complaint regards a service address different than her mailing address. Ms. Kinard further explained that from 2018 to 2021 she called PECO several times to see why her bill was so high, and that she has no way to pay the arrears on her bills. As relief, Ms. Kinard states she would like the charges on her account to be accurate.

On May 22, 2025, PECO filed an answer to the Formal Complaint. PECO avers that Complainant established electric service at the service address in June 2017, and that on December 13, 2021, the account finalized with an outstanding balance of \$13,046.94. PECO states that on December 13, 2021, Complainant established service at her mailing address, and the past due balance from the service address transferred to her active account. PECO asserts that Complainant's allegation that PECO did not bill her properly from 2018 to 2021 is barred by the statute of limitations at 66 Pa.C.S. § 3314. PECO avers that Complainant is not entitled to any additional payment agreements.

Also on May 22, 2025, PECO filed preliminary objections to the Formal Complaint. PECO asserts that Complainant's claims that there are incorrect charges on her bill regarding charges accrued between 2018 and 2021 are barred by the three year statute of limitations at 66 Pa.C.S. § 3314(a). Additionally, PECO also asserts that, pursuant to 66 Pa.C.S. § 1312(a), Complainant is barred from obtaining a refund for the disputed charges beyond four years. PECO avers that Complainant is not entitled to a Commission ordered payment agreement because her outstanding balance is comprised of Customer Assistance Program (CAP) arrears, and per 66 Pa.C.S. § 1405(c), the Commission has no jurisdiction to give the Complainant a payment agreement on her CAP arrearage.

No response to PECO's preliminary objections have been received.

On June 20, 2025, a motion judge assignment notice was issued, assigning me as the presiding officer.

PECO's preliminary objections are ready for disposition.

Section 5.101 of the Commission's Rules of Administrative Practice and Procedure provides for the filing of preliminary objections. 52 Pa. Code § 5.101. Commission preliminary objection practice is comparable to Pennsylvania civil practice respecting the filing of preliminary objections. *Equitable Small Transp. Intervenors v. Equitable Gas Co.*, 1994 Pa. PUC LEXIS 69 (Pa. P.U.C. 1994) (*Equitable*). Section 5.101(a) provides:

(a) *Grounds*. Preliminary objections are available to parties and may be filed in response to a pleading except motions and prior preliminary objections. Preliminary objections must be accompanied by a notice to plead, must state specifically the legal and factual grounds relied upon and be limited to the following:

(1) Lack of Commission jurisdiction or improper service of the pleading initiating the proceeding.

(2) Failure of a pleading to conform to this chapter or the inclusion of scandalous or impertinent matter.

- (3) Insufficient specificity of a pleading.
- (4) Legal insufficiency of a pleading.
- (5) Lack of capacity to sue, nonjoinder of a necessary party or misjoinder of a cause of action.
- (6) Pendency of a prior proceeding or agreement for alternative dispute resolution.
- (7) Standing of a party to participate in a proceeding.

52 Pa.Code § 5.101(a)(1)-(7).

For purposes of disposing of preliminary objections, the Commission must accept as true all well pleaded, material facts of the nonmoving party, as well as every reasonable inference from those facts. *Cnty. of Allegheny v. Commonwealth of Pa.*, 490 A.2d 402 (Pa. 1985); *Commonwealth of Pa. v. Bell Tel. Co. of Pa.*, 551 A.2d 602 (Pa. Cmwlth. 1988). The Commission must view the complaint in this case in the light most favorable to Complainant and should dismiss the complaint only if it appears that Complainant would not be entitled to relief under any circumstances as a matter of law. *Equitable, supra*; *see also, Interstate Traveler Services, Inc. v. Commonwealth, Dep't of Env'tl. Res.*, 406 A.2d 1020 (Pa. 1979).

Under the standards of disposing of preliminary objections and viewing the Complaint in a light most favorable to Complainant, I agree with PECO that Ms. Kinard is barred from raising claims of liability older than three years and that the Commission cannot order any refunds beyond four years prior to the date of the filing of the Complaint. 66 Pa.C.S. § 3314; 66 Pa.C.S. § 1312(a). However, I disagree that the appropriate relief would be to dismiss the Complaint. The Commission has held that, in the normal course, a *pro se* complaint should not be dismissed without first providing a hearing during which the *pro se* complainant could further explain his or her position and the factual basis for the complaint. *Carlock v. United Tel. Co. of Pa.*, Docket No. F-00163617 (Order entered July 14, 1993). *Pro se* complainants may find it difficult to navigate through pre-hearing motions and should be given the chance to orally describe their basic issue and supporting facts. There are some cases where a hearing would not enable the complainant to better explain her position or provide additional facts that would alter

the inevitable conclusion that the complaint should be dismissed. *See Vata v. Phila. Gas Works*, Docket No. C-2009-2149960 (Order entered August 24, 2010). After review of the Formal Complaint, I find it is not entirely clear whether Ms. Kinard's claims regarding incorrect charges and termination of service are solely related to claims barred by the statutes of limitation. Accordingly, to the extent such claims are not barred as discussed above, Ms. Kinard's Formal Complaint should proceed to a hearing. Additionally, Ms. Kinard's Complaint also requests a payment agreement. Although PECO disputes a payment agreement is appropriate, the statutes of limitation do not apply to requests for a payment agreement.

In the interim, the parties are reminded that Commission policy promotes settlements. 52 Pa.Code §5.231(a). The parties are encouraged to commence settlement discussions amongst themselves for this proceeding as early as possible. Even if the parties are unable to settle this case, they may still resolve some of the questions or issues during their discussions. If the parties reach an agreement on all issues, a formal hearing will not be necessary. The parties are also reminded that the presiding officer may participate in settlement discussions upon agreement of all parties. 52 Pa.Code § 5.223(c); *see also*, 52 Pa.Code § 5.231(c).

#### ORDER

THEREFORE,

IT IS ORDERED:

1. That PECO Energy Company's preliminary objections are sustained to the extent that Complainant Tanaya Kinard is barred from raising claims of liability older than three years and seeking refunds beyond four years prior to the date of the filing of the Complaint;

2. That, at an evidentiary hearing, introduction of testimony or exhibits for the purpose of raising claims of liability older than three years and seeking refunds beyond four years prior to the date of the filing of the Complaint is prohibited;

3. That PECO Energy Company's preliminary objections are denied to the extent that there are genuine issues of material fact alleged in the Complaint that are not barred by statutes of limitations and require a hearing;

4. That Tanaya Kinard's Formal Complaint filed against PECO Energy Company at the above-captioned docket will proceed to a hearing.

Date: July 2, 2025

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/s/  
John M. Coogan  
Administrative Law Judge

**C-2025-3054997 - TANAYA KINARD v. PECO ENERGY COMPANY-ELECTRIC**

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Served via eService and email July 2, 2025

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