

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Melanie Lowe	:	
	:	
v.	:	F-2025-3053317
	:	
PECO Energy Company-Electric	:	

INITIAL DECISION

Before
Marta Guhl
Administrative Law Judge

INTRODUCTION

This Initial Decision denies the Complainant’s Formal Complaint because the Complainant did not establish that there were charges incorrectly included on the account in order to have service placed in her name.

HISTORY OF THE PROCEEDING

On January 28, 2025, Melanie Lowe (Complainant or Ms. Lowe) filed a Formal Complaint (Complaint) against PECO Energy Company (PECO or Respondent or Company) with the Pennsylvania Public Utility Commission (Commission).¹ In the

¹ The Complaint is a timely appeal from the determination of the Commission’s Bureau of Consumer Services (BCS), at BCS No. 4029733. A timely BCS appeal is subject to *de novo* review. 52 Pa. Code § 56.173(a).

Complaint, the Complainant requested that service be placed in her name and that she not be held responsible for charges in her former boyfriend's name.

On February 27, 2025,² Respondent filed an Answer denying the material allegations of the Complaint.

By Telephonic Hearing Notice dated February 28, 2025, an initial hearing was scheduled for April 24, 2025, at 10:00 a.m., and the matter was assigned to me.

On March 4, 2025, I issued a Prehearing Order which indicated procedural matters and hearing procedures.

The hearing proceeded as scheduled on April 24, 2025. Complainant participated *pro se* and testified. Respondent appeared and was represented by Khadijah Scott, Esquire, who presented the testimony of Renee Tarpley, a Senior Regulatory Assessor. Respondent offered three exhibits, which were all entered into the record.

At the time of the hearing, I requested further information on the account going back to when service was established in the Complainant's former boyfriend's name in October 2023. PECO provided my office with supplemental information on the date of the hearing, which I marked as PECO Exhibit No. 4. I provided the Complainant the opportunity to submit written objections to the document by May 1, 2025.³

The record closed on May 13, 2025, when I received the transcript of the hearing.

² The Formal Complaint was served on the Respondent by the Secretary's Bureau on February 10, 2025.

³ The Complainant did not submit any objections to PECO Exh. No. 4. As such the exhibit is entered into the record through this Decision.

FINDINGS OF FACT

1. The Complainant in this case is Melanie Lowe, who resides at 1014 Shadyside Road, Oxford, Pennsylvania 19363 (Service Address). Tr. 8.
2. The Respondent is PECO Energy Company-Electric Division.
3. The Complainant moved to the Service Address in November 2019 and had an account with PECO in her name at that address. Tr. 9.
4. The Complainant has lived continuously at the Service Address since November 2019. Tr. 12.
5. The Complainant had issues paying her bills, so she asked her boyfriend at the time to transfer the account to his name in October 2023. Tr. 9.
6. PECO transferred the account to the Complainant's former boyfriend's name. Tr. 19.
7. In September 2024, the Complainant's former boyfriend moved out of the Service Address. Tr. 9.
8. The Complainant requested to have service returned to her name in November 2024. Tr. 9.
9. The former boyfriend has not requested that service in his name be disconnected for the Service Address. Tr. 20.

10. The account remains in the name of the Complainant's former boyfriend. Tr. 19.

11. Since October 23, 2023, only one payment has been made to the account at the Service Address. Tr. 19; PECO Exh. 2.

12. The account balance for the Service Address as of the hearing date was \$6,343.59 which consists of unpaid bills and late payment charges. Tr. 21; PECO Exh. 1.

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 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.*

Unempl. Comp. Bd. of Rev., 166 A.2d 96 (Pa. Super. 1960); *Murphy v. Pa. Dep't of Pub. Welfare, White Haven Ctr.*, 480 A.2d 382 (Pa. Cmwlt. 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 her 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).

Dispute of Outstanding Balance

The Complainant disputes the amount that she owes at the Service Address. She contends that she should not be held responsible for the balance that accrued when the account was in the name of her former boyfriend.

Service was placed in the name of her former boyfriend in October 2023. Tr. 9. The Complainant is trying to reestablish her service in her name but has lived at the Service Address continuously since November 2019.

Customer was defined in 66 Pa.C.S. § 1403, as a natural person in whose name a residential service account is listed and who is primarily responsible for payment of bills rendered for the service or any adult occupant whose name appears on the

mortgage, deed or lease of the property for which the residential utility service is requested. However, Chapter 14 has sunset, effective December 31, 2024, according to its provisions, and is not currently in effect. However, the Commission addressed the anticipated sunset of Chapter 14, in pertinent part, as follows:

Thus, it is the Commission’s present view and statement of policy herein that all final orders issued pursuant to Chapter 14 of the Code remain in effect and are enforceable by the Commission unless reversed on appeal or amended by the Commission after notice and opportunity to be heard. 66 Pa.C.S. § 703(e), (g).

Additionally, with regard to the provision of payment arrangements, and without prejudging any future matters that may come before us, the Commission will maintain its application of the four-tiered process establishing the length of payment arrangements currently articulated in Chapter 14. This includes principles provided in Section 1405(b) and the relevant definitions of “change in income” and “significant change in circumstance” as provided in Section 1403 of the Code, 66 Pa.C.S. §§ 1403, 1405(b).

Sunset of Chapter 14, Title 66 of the Pennsylvania Public Utility Code, Docket No. M-2024-3052328 at 3-4 (Statement of Policy entered Dec. 24, 2024).

A public utility may require, as a condition of the furnishing of residential service to an applicant, the payment of any outstanding residential account with the public utility which accrued within the past 4 years for which the applicant is legally responsible and for which the applicant was billed properly. 52 Pa. Code § 56.35.

Further, a public utility may require the payment of an outstanding balance or portion of an outstanding balance if the applicant resided at the property for which service is requested during the time the outstanding balance accrued and for the time the

applicant resided there, not exceeding 4 years from the date of the service request. 52 Pa. Code § 56.35(b)(1).

The account balance for the Service Address as of the hearing date was \$6,343.59 which consists of unpaid bills and late payment charges. Tr. 21; PECO Exh. 1. The account balance has accrued since October 23, 2023. Tr. 21; PECO Exh. 2.

The Complainant moved to the Service Address in November 2019 and had an account with PECO in her name at that address. Tr. 9. The Complainant has lived continuously at the Service Address since November 2019. Tr. 12. The Complainant had issues paying her bills, so she asked her boyfriend at the time to transfer the account to his name in October 2023. Tr. 9. In September 2024, the Complainant's former boyfriend moved out of the Service Address. Tr. 9. The Complainant requested to have service returned to her name in November 2024. Tr. 9. The Complainant's former boyfriend has not requested that service in his name be disconnected for the Service Address. Tr. 20. The account remains in the name of the former boyfriend. Tr. 19.

Based on the Complainant's testimony, it is clear that the Complainant has resided at the Service Address and benefited from service there since November 2019. While the name on the account changed in October 2023, the Complainant was still residing at the Service Address. As such, the Complainant is also responsible for the bills that accrued when the account was in her former boyfriend's name. Therefore, the Complainant has not met her burden of demonstrating that there were incorrect charges included on the outstanding balance she owes in order to have service placed in her name at the Service Address.

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. A public utility may require, as a condition of the furnishing of residential service to an applicant, the payment of any outstanding residential account with the public utility which accrued within the past 4 years for which the applicant is legally responsible and for which the applicant was billed properly. 52 Pa. Code § 56.35.
5. An "applicant" is a person who is not currently receiving service who applies for service from a public utility. *See* 66 Pa.C.S. § 1403.
6. A public utility may require the payment of an outstanding balance or portion of an outstanding balance if the applicant resided at the property for which service is requested during the time the outstanding balance accrued and for the time the applicant resided there, not exceeding 4 years from the date of the service request. 52 Pa. Code § 56.35(b)(1).

