

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Louis Gryga	:	
	:	
v.	:	C-2025-3053916
	:	
Pennsylvania-American Water Company	:	

INITIAL DECISION

Before
Steven K. Haas
Administrative Law Judge

INTRODUCTION

This Initial Decision dismisses a Formal Complaint filed by a customer against his water utility seeking a bill adjustment because the Complainant failed to meet his burden of proving that the utility violated the Public Utility Code, a Commission regulation or Order, or a company tariff provision.

HISTORY OF THE PROCEEDING

On March 4, 2025, the Complainant, Louis Gryga (Complainant or Mr. Gryga) filed a Formal Complaint (Complaint) with the Pennsylvania Public Utility Commission (Commission) against Pennsylvania-American Water Company (Respondent or PAWC). In his Complaint, Mr. Gryga averred that he received abnormally high bills for certain months during the Fall of 2024 due to water leaks in two of the units in a rental property he owns. He averred that the tenants did not immediately

detect the leaks, thereby resulting in abnormally high consumption for a period of time. He believes PAWC should have detected the excessive consumption and notified him sooner. Mr. Gryga seeks by way of relief that the disputed bills be adjusted to reflect normal consumption for those months.

On April 1, 2025, PAWC filed an Answer to the Complaint which admitted in part and denied in part various material allegations.

By Hearing Notice dated May 21, 2025, an Initial Call-In Telephonic Hearing was scheduled for July 16, 2025, and the matter was assigned to me.

A Prehearing Order was issued and served on May 21, 2025, reminding the parties of the date and time of the scheduled hearing, and informing them of the procedures applicable to this proceeding.

On July 16, 2025, the hearing was convened as scheduled. Mr. Gryga appeared *pro se* and testified on behalf of himself. He offered one exhibit which was admitted into the record without objection. Nicholas A. Stobbe, Esq., appeared on behalf of PAWC and presented the testimony of one witness who sponsored four exhibits, all of which were admitted into the record. I closed the record on August 6, 2025, upon my receipt of the hearing transcript.

FINDINGS OF FACT

1. The Complainant in this proceeding is Louis Gryga.
2. Mr. Gryga resides at 111 North Spring Mill Road, Villanova, PA 19085. Tr. 12.

3. The service address that is at issue in this proceeding is 126 Sunnyside Avenue, Trooper, PA 19403 (service address). Tr. 12.

4. The Respondent in this proceeding is Pennsylvania-American Water Company.

5. PAWC provides water service to the service address. Tr. 12.

6. The service address is a rental property owned by Mr. Gryga and consists of three units. Tr. 13.

7. All three rental units are on the same PAWC water service account and one monthly bill is issued for all three units. Tr. 17.

8. The bills issued to Mr. Gryga in 2024, exclusive of the bills issued in September, October and November, reflected average monthly water consumption of 10,742 gallons. PAWC Ex. 1.

9. The bills issued to Mr. Gryga in 2024, exclusive of the bills issued in September, October and November, reflected an average monthly charge of \$231.41. PAWC Ex. 1.

10. The bill issued to Mr. Gryga in September of 2024 reflected consumption of 90,800 gallons and was in the amount of \$1,319.01. Tr. 28; PAWC Ex. 1.

11. The bill issued to Mr. Gryga in October of 2024 reflected consumption of 61,200 gallons and was in the amount of \$919.07. Tr. 28; PAWC Ex. 1.

12. The bill issued to Mr. Gryga in November of 2024 reflected consumption of 37,900 gallons and was in the amount of \$603.98. Tr. 28; PAWC Ex. 1.

13. For a period of time in the Fall of 2024, there were water leaks in two of the units at the service address which caused the monthly consumption and bill amounts to spike to abnormally high levels. Tr. 13-14.

14. The tenant in the first-floor unit of the service address is elderly and hard of hearing and, accordingly, was unable to hear or detect the continuously running water caused by the leak. Tr. 14.

15. The tenant in the second-floor unit of the service address travels extensively and was away from the apartment for extended periods of time. Accordingly, this tenant was unaware of the continuously running water caused by the leak. Tr. 14.

16. The consumption and bill amounts returned to normal levels after the leaks were fixed. Tr. 18.

17. On September 9, 2024, Mr. Gryga contacted PAWC to discuss a leak he discovered at the service address. Tr. 31; PAWC Ex. 2.

18. On September 17, 2024, Mr. Gryga contacted PAWC, stating that his most recent bill was very high and that there were leaks at the service address. Tr. 31; PAWC Ex. 2.

19. On September 20, 2024, PAWC sent a letter to Mr. Gryga which indicated that the company detected abnormally high water usage at the service address and recommended that he investigate and take steps to prevent recurring high bills. Tr. 33; PAWC Ex. 4.

20. The September 20, 2024, high usage letter was mailed to Mr. Gryga at his residence at 111 North Spring Mill Road, Villanova, PA 19085. Tr. 33; PAWC Ex. 4.

21. On October 15, 2024, PAWC personnel spoke with Mr. Gryga at which time he again disputed high recent bills and stated that he did not believe he should have to pay the balance. Tr. 31; PAWC Ex. 2.

22. In November 2024, PAWC issued a courtesy bill adjustment to Mr. Gryga's account in the amount of \$463.84. Tr. 28; PAWC Ex. 1.

23. The bill issued to Mr. Gryga dated December 18, 2024, reflected consumption of 14,300 gallons and was in the amount of \$287.24. Tr. 28; PAWC Ex. 1.

24. All of Mr. Gryga's bills after December 2024 returned to normal consumption and bill amount levels. Tr. 18, 28; PAWC Ex. 1.

25. Once Mr. Gryga fixed the leaks or replaced the leaking devices, his monthly bills returned to normal levels. Tr. 18.

DISCUSSION

The Public Utility Code provides that the party seeking relief from the Commission has the burden of proof. 66 Pa.C.S. § 332(a). 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 (Opinion and Order entered Feb. 8, 1990); *Feinstein v. Phila. Suburban Water Co.*, 50 Pa.P.U.C. 300 (Opinion and Order entered Oct. 6, 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 Complainant can meet that burden if he or she presents evidence more convincing, by even the smallest amount, than that evidence presented by Respondent. *Se-Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950). The alleged offense must be a violation of the Public Utility Code (Code), a Commission Regulation or Order, or a violation of a Commission-approved tariff. 66 Pa.C.S. § 701.

The 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. Pa. Dep't of Pub. Welfare, White Haven Ctr.*, 480 A.2d 382 (Pa. Cmwlth. 1984).

Here, Mr. Gryga is challenging his responsibility for payment of charges incurred on his account during a time when there were water leaks in several of his rental units at the service address. He indicated his tenants were unaware of the leaks, so he was unaware of and did not correct the problems for several months. Mr. Gryga seeks a determination from the Commission that he is not responsible for payment of the excess charges incurred for several months before the leaks were repaired. As the Complainant in this matter, Mr. Gryga has the burden of proof. 66 Pa.C.S. § 332(a).

The record evidence is undisputed that the leaks that caused excessive consumption levels were located within the two units. Tr. 17. Mr. Gryga testified that a leaking toilet in each unit caused the water to run continually for a period of time. Tr. 17-18. I note here, as a threshold matter, that the appliances and facilities located inside Mr. Gryga's rental unit are owned by him and are his responsibility to repair or replace when problems or leaks occur. Here, there is no dispute as to the source of the leaks.

In explaining why he believes he should not have to pay the excess charges, Mr. Gryga testified that the tenant in the first-floor unit is elderly with a hearing problem and, consequently, did not hear the continuously running water. Tr. 14. Similarly, the tenant in the second-floor unit travels extensively and, as a result, was not in the apartment to detect the continuously running water. Tr. 14. Mr. Gryga testified that he would have fixed the leaks right away if he had been made aware of the problems but, because the tenants were not aware of the leaks, they did not report the issues to him. Tr. 16, 18. He testified that his normal water bills for service to the building ranged between \$100 and \$150 per month. Tr. 17. Mr. Gryga stated that, as a result of the leaks, his bill for September 2024 was approximately \$1,500.00 and his bill for October 2024 was approximately \$1,000.00. Tr. 13-14. Further, Mr. Gryga testified that the problems should have been detected and reported to him by PAWC. Tr. 16. He believes he should not be held responsible for payment of the excess charges that resulted from the leaks.

Todd Haslup testified on behalf of PAWC. Mr. Haslup is the Supervisor of Customer Compliance for the company. Tr. 21. He confirmed that the bills issued to Mr. Gryga for water service to the building during the months of September, October and November of 2024 were significantly higher than his typical bills. He noted that the bill dated September 18, 2024, was in the amount of \$1,319.35, the bill dated October 18, 2024, was in the amount of \$919.07, and the bill dated November 18, 2024, was in the amount of \$603.98. Tr. 28; PAWC Ex. 1. He explained that subsequent bills issued to Mr. Gryga returned to normal usage and amounts. Tr. 28.

As noted, Mr. Gryga acknowledged that the cause of the continuously running water in each unit was a leaking toilet. Tr. 17. As the owner of the building, Mr. Gryga is ultimately responsible for the repair or replacement of the toilets in the units when problems occur. Additionally, contrary to Mr. Gryga's testimony that he was unaware of the excessive consumption for several months, Mr. Haslup testified about

contacts between Mr. Gryga and PAWC as early as September 2024, during which the leaks and excessive consumption were discussed. Mr. Haslup testified that a company representative communicated with Mr. Gryga on September 9, 2024, at which time Mr. Gryga indicated that there were leaks at the property that he had not known about previously. Tr. 31; PAWC Ex. 2. Subsequently, there was another contact between Mr. Gryga and company personnel on September 17, 2024, during which they discussed his billing and leaks at the property. Tr. 31; PAWC Ex. 2. Mr. Haslup further testified that the company sent to Mr. Gryga a letter dated September 20, 2024, in which it indicated that the water consumption at the property was abnormally high and recommended that he investigate the property for possible leaks. Tr. 33; PAWC Ex. 4. Mr. Haslup stated that the company routinely sends such letters to its customers when abnormal usage is detected. Tr. 33. The record evidence shows that Mr. Gryga was aware of the leaks as early as September 2024, rather than several months later as he suggested.

While Mr. Gryga's frustration with having received several excessively high water bills due purely to accidental leaks at his property is understandable, there is simply no evidence in the record demonstrating that PAWC violated the Public Utility Code, a Commission regulation or Order, or a company tariff provision. Accordingly, Mr. Gryga's Complaint is dismissed.

CONCLUSIONS OF LAW

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

2. The burden of proof in this proceeding is upon the Complainant. 66 Pa.C.S. § 332(a).

3. A complainant must show, by a preponderance of the evidence, 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 (Opinion and Order entered Feb. 8, 1990); *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600 (Pa. Cmwlth. 1990); *Feinstein v. Phila. Suburban Water Co.*, 50 Pa.P.U.C. 300 (Opinion and Order entered Oct. 6, 1976).

4. The decision of the Commission must be supported by substantial evidence or 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. 2 Pa.C.S. § 704; *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. Pa. Dep't of Pub. Welfare, White Haven Ctr.*, 480 A.2d 382 (Pa. Cmwlth. 1984).

5. The Commission may not sustain a complaint pursuant to 66 Pa.C.S. § 1501 unless it finds that a utility has violated a duty to render reasonable and reliable service. *West Penn Power Co. v. Pa. Pub. Util. Comm'n*, 478 A.2d 947 (Pa. Cmwlth. 1984).

6. The Complainant failed to prove by a preponderance of the evidence that PAWC violated the Public Utility Code, a Commission regulation or Order, or a company tariff provision.

