

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Bhavesh Patel	:	
	:	
v.	:	C-2025-3055064
	:	
Philadelphia Gas Works	:	

**INITIAL DECISION**

Before  
Christopher P. Pell  
Deputy Chief Administrative Law Judge

**INTRODUCTION**

This Decision finds that the Complainant failed to meet his burden of proving that he is entitled to a refund of the balance he paid to have the commercial account for service at the service address restored.

**HISTORY OF THE PROCEEDING**

On May 9, 2025, Bhavesh Patel (Complainant) filed a Formal Complaint (Complaint) with the Pennsylvania Public Utility Commission (Commission) against Philadelphia Gas Works (Respondent or PGW). In the Complaint, the Complainant placed checkmarks in the boxes indicating “[t]he utility is threatening to shut off my service or has already shut off my service,” “[i]ncorrect charges are on my bill,” “I am having a reliability, safety or quality problem with my utility service,” and “[o]ther.”

Under the “requested relief” section of the Complaint form, the Complainant maintained that he is not responsible for “the old account bill from old owner.” The Complainant averred that he paid his deposit and wants his gas turned on as soon as possible.

On May 30, 2025, the Respondent filed an Answer in which it denied the material allegations of fact and conclusions of law in the Complaint. The Respondent requested that the Complaint be dismissed.

On June 3, 2025, a Call-In Telephone Hearing Notice was served on the parties scheduling an initial telephonic hearing on August 5, 2025, at 10:00 a.m., and the case was assigned to me.

On June 4, 2025, a Prehearing Order was served on the parties which reminded the parties of the date and time of the hearing. The Prehearing Order informed the parties about the applicable procedural rules.

On August 5, 2025, I convened the hearing as scheduled. Edwin L. Stock, Esquire, appeared on behalf of the Complainant. The Complainant testified in support of his Complaint. Tracey Tripp, Esquire, appeared on behalf of Respondent and presented the testimony of Jessica Antonetti, a PGW Senior Customer Review Officer. The Respondent offered five exhibits which were all admitted into the record.

The record closed on August 12, 2025, the date the transcript was filed with the Commission.

#### FINDINGS OF FACT

1. The Complainant in this case is Bhavesh Patel.

2. The Respondent in this case is Philadelphia Gas Works.
3. The Complainant's Complaint concerns service to 2499 Aramingo Avenue, Philadelphia, PA 19125 (service address). Tr. 10, 11.
4. Since February 2025, the Complainant has operated a breakfast and lunch restaurant named Sunrise Social at the service address. Tr. 11-12, 24.
5. Sunrise Social is a franchise, and the franchisor is Aaron Anderson. Tr. 12.
6. Sunrise Social is part of a Limited Liability Company (LLC) named Hari Shambhu Philly, LLC. Tr. 11.
7. The Complainant is the owner of Hari Shambhu Philly, LLC. Tr. 11.
8. Aaron Anderson is the Complainant's partner in the franchising of Sunrise Social as the Complainant has a franchise agreement with Mr. Anderson. Tr. 12, 30-31, 59.
9. The Complainant provides royalty payments to Mr. Anderson as the franchisor. Tr. 60.
10. At the time Sunrise Social started operations at the service address in February 2025, Hari Shambhu Philly, LLC did not have an account for gas service at the service address. Tr. 26.

11. Prior to Sunrise Social operating at the service address, a business named Brunchaholics operated at the service address. Tr. 13.

12. Brunchaholics had its own account for service with PGW. Tr. 13.

13. Mr. Anderson was the franchisor of Brunchaholics. Tr. 14.

14. Mr. Anderson terminated the Brunchaholics franchise and subsequently entered into the franchise agreement with the Complainant. Tr. 14.

15. The Complainant, while operating Sunrise Social, used gas at the service address during February and March 2025. Tr. 26.

16. The Complainant did not pay a gas bill in February or March of 2025. Tr. 25-27.

17. The Complainant did not pay the gas bill during these months because he assumed Mr. Anderson was paying the gas bills. Tr. 27.

18. On or about March 24, 2025, the Complainant received a shut off notice for a balance owed at the service address. Tr. 15-17, 29; PGW Exh. 4.

19. On or about April 22, 2025, PGW terminated the gas service at the service address. Tr. 17-18, 40; PGW Exh. 1.

20. After PGW terminated gas to the service address, the Complainant contacted PGW to initiate an account for service for Sunrise Social. Tr. 25, 40.

21. PGW informed the Complainant he would need to submit an application for service and pay a reconnection fee and deposit. Tr. 40; PGW Exh. 1.

22. On April 23, 2025, Mr. Anderson twice contacted PGW regarding the account for service under the Brunchaholics name at the service address and inquiring if service could be turned on under Brunchaholics. Tr. 41; PGW Exh, 1.

23. PGW informed Mr. Anderson that he must complete a new application for service, and that applications are processed in about 15 business days. Tr. 41; PGW Exh. 1.

24. On April 25, 2025, Mr. Anderson contacted PGW to check the status of the application for service. Tr. 42; PGW Exh. 1.

25. On April 25, 2025, a caller called PGW to report a gas leak at the service address. Tr. 42; PGW Exh. 1.

26. A PGW technician visited the service address on April 25, 2025, to investigate the gas leak, found the gas off and that there was not a leak, and learned that the customer of record called to try and get a faster response to have their gas service restored. Tr. 42; PGW Exh. 1.

27. On April 30, 2025, PGW received its first contact from the Complainant under Hari Shambhu Philly, LLC. Tr. 44; PGW Exh. 1.

28. On May 5, 2025, Mr. Anderson contacted PGW requesting that the gas service be turned back on for Hari Shambhu Philly LLC. Tr. 45; PGW Exh. 1.

29. The Complainant paid the outstanding bill of approximately \$12,649 in order to have gas service restored at the service address. Tr. 19-20, 37; PGW Exh. 5.

30. On May 17, 2025, PGW turned the gas service on at the service address under a commercial account for service for Hari Shambhu Philly, LLC. Tr. 45; PGW 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 (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). 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. 2 Pa.C.S. § 704; *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). 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).

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 his 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. Cmwlth. 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. Cmwlth. 2001).

At the outset of the hearing, counsel for the Complainant and the Respondent both acknowledged that the outstanding debt at the service address had been paid and that the gas was turned on. The Complainant's attorney advised that the Complainant is seeking a refund of the amount paid to settle the debt at the service address.

Regarding refunds, the Pennsylvania Public Utility Code provides, in pertinent part, the following general rule:

If, in any proceeding involving rates, the commission shall determine that any rate received by a public utility was unjust or unreasonable, or was in violation of any regulation or order of the commission, or was in excess of the applicable rate contained in an existing and effective tariff of such public utility, the commission shall have the power and authority to make an order requiring the public utility to refund the amount of any excess paid by any patron, in consequence of such

unlawful collection, within four years prior to the date of the filing of the complaint, together with interest at the legal rate from the date of each such excessive payment.

66 Pa.C.S. § 1312(a).

The Commission has repeatedly held that a customer with a commercial account for public utility service does not fall within the Commission regulations at 52 Pa. Code Chapter 56 and is not entitled to the protections applicable to residential accounts under the Commission regulations at 52 Pa. Code Chapter 56. *Bio/Data Corp. v. PECO Energy Co.*, Docket No. C-20026698 (Opinion and Order entered July 30, 2002); *Lebanon Valley Enterprises, Inc. v. Metro. Edison Co.*, Docket No. C-00015522 (Opinion and Order entered October 15, 2001); *Kayla's Place Inc. v. Duquesne Light Co.*, Docket No. C-00981711 (Opinion and Order entered May 24, 1999); *Kenny v. Duquesne Light Co.*, Docket No. C-00967789 (Opinion and Order entered Nov. 27, 1996); *see also* 52 Pa. Code §§ 55.2(a), 56.1.

In the present case, the Complainant disputes being charged for the balance owed by Brunchaholics. The Complainant averred that he did not have any affiliation with the prior business tenant at the service address, and that he should not have been held responsible for the balance owed under the prior customer's account. As such, the Complainant seeks a refund of the amount he paid towards the prior tenant's balance.

The record in this matter demonstrates that the Complainant is in business with Aaron Anderson, who was affiliated with the prior tenant/business at the service address. The record also demonstrates that Mr. Anderson attempted to have the gas service for Sunrise Social restored under the prior account for Brunchaholics. The record further demonstrates that either the Complainant or Mr. Anderson reported a gas leak to PGW in an attempt to get a faster response to the application for service. Based on Mr. Anderson's history with Brunchaholics as well as the combined efforts of the

Complainant and Mr. Anderson to have service restored at the service address, I cannot conclude that PGW erred by holding the Complainant responsible for the accrued balance at the service address, or that the Complainant is entitled to a refund of the amount he paid to have service restored.

### CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties to and subject matter of this proceeding. 66 Pa.C.S. § 701.
2. Pursuant to 66 Pa.C.S. § 332(a), 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. The Commission has repeatedly held that a customer with a commercial account for public utility service does not fall within the Commission regulations at 52 Pa. Code Chapter 56 and is not entitled to the protections applicable to residential accounts under the Commission regulations at 52 Pa. Code Chapter 56. *Bio/Data Corp. v. PECO Energy Co.*, Docket No. C-20026698 (Opinion and Order entered July 30, 2002); *Lebanon Valley Enterprises, Inc. v. Metro. Edison Co.*, Docket No. C-00015522 (Opinion and Order entered Oct. 15, 2001); *Kayla's Place Inc. v. Duquesne Light Co.*, Docket No. C-00981711 (Opinion and Order entered May 24, 1999); *Kenny v. Duquesne Light Co.*, Docket No. C-00967789 (Opinion and Order entered November 27, 1996); *see also* 52 Pa. Code § 55.2(a), 56.1.

5. If, in any proceeding involving rates, the commission shall determine that any rate received by a public utility was unjust or unreasonable, or was in violation of any regulation or order of the commission, or was in excess of the applicable rate contained in an existing and effective tariff of such public utility, the commission shall have the power and authority to make an order requiring the public utility to refund the amount of any excess paid by any patron, in consequence of such unlawful collection, within four years prior to the date of the filing of the complaint, together with interest at the legal rate from the date of each such excessive payment. 66 Pa.C.S. § 1312(a).

6. The Complainant failed to meet his burden of demonstrating that he should receive a refund of the amount he paid to have service restored at the service address.

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Complaint of Bhavesh Patel against Philadelphia Gas Works at Docket No. C-2025-3055064 is denied; and
2. That the record at C-2025-3055064 be marked closed.

Date: October 31, 2025

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/s/  
Christopher P. Pell  
Deputy Chief Administrative Law Judge