

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Everette Jones	:	
	:	
v.	:	C-2025-3055776
	:	
Philadelphia Gas Works	:	

**INITIAL DECISION**

Before  
Alphonso Arnold III  
Administrative Law Judge

**INTRODUCTION**

This Initial Decision dismisses the Formal Complaint filed in this proceeding for Complainant’s failure to meet his burden of proving that the public utility erred in requiring as a condition of furnishing residential service to Complainant payment of an outstanding balance.

**HISTORY OF THE PROCEEDING**

On June 16, 2025, Everette Jones (“Mr. Jones” or “Complainant”) filed a Formal Complaint (“Complaint”) against Philadelphia Gas Works (“PGW”) with the Pennsylvania Public Utility Commission (“Commission”) alleging that there were incorrect charges on his bill. Specifically, Mr. Jones alleged that when he had service placed in his name at 4425 Parrish Street, Apt B203, Philadelphia, PA 19104 (“service address”) on February 12, 2025, he improperly received a bill for gas service rendered to

the service address dating back to December 1, 2024. For relief, Mr. Jones seeks removal of the charges on his bill dating back prior to the date he moved into the service address.

On July 7, 2025, PGW filed an Answer to the Complaint. PGW asserted that it ran an Experian credit check which linked Mr. Jones to the service address as of December 2024. Therefore, when Mr. Jones applied for gas service at the service address on February 10, 2025, PGW placed the gas service in his name as of December 1, 2024. PGW concluded its Answer by requesting dismissal of the Complaint.

On July 15, 2025, the Commission issued an Initial Call-In Telephonic Hearing Notice scheduling this matter for an evidentiary hearing on September 5, 2025, and assigning me as Presiding Officer.

Also on July 15, 2025, the Commission issued my Prehearing Order which provided the procedural rules that would govern the evidentiary hearing.

On August 25, 2025, the Commission issued a Cancelled/Rescheduled Initial Telephonic Hearing Notice rescheduling the evidentiary hearing to September 9, 2025.

On September 9, 2025, the evidentiary hearing was held as scheduled. Both parties appeared at the evidentiary hearing. Mr. Jones presented testimony in support of his Complaint. PGW was represented by Tracy Tripp, Esquire, who presented the testimony of one witness who sponsored three exhibits, PGW Exhibits 1-3, that were admitted into the record.

On October 16, 2025, a 26-page electronic transcript of the evidentiary hearing was received by the Commission. The evidentiary record closed on this date.

This matter is ready for disposition. For the reasons discussed below, the Complaint will be dismissed.

### FINDINGS OF FACT

1. Complainant is Everette Jones.
2. Respondent is Philadelphia Gas Works.
3. On February 12, 2025, Mr. Jones contacted PGW to establish service in his name at 4425 Parrish Street, Apt B203, Philadelphia, PA 19104. Tr. 14; PGW Exhibit 2, p. 1.
4. When Mr. Jones applied for service at the service address, PGW ran an Experian credit check to see if he was linked to the service address prior to the date he applied for service. Tr. 14.
5. The Experian credit check linked Mr. Jones to the service address as of December 1, 2024. Tr. 14.
6. Due to the results of the Experian credit check, PGW held Mr. Jones responsible for gas usage at the service address dating back to December 1, 2024. Tr. 14; PGW Exhibit 2, p. 1.
7. Mr. Jones's lease for the property at the service address has a start date of February 5, 2025. Tr. 10.

8. On August 28, 2025, after being provided with Mr. Jones's lease for the property at the service address, PGW changed the date that Mr. Jones was linked to the service address from December 1, 2024, to February 5, 2025. PGW Exhibit 2, p. 3.

9. On August 28, 2025, PGW cancelled all of Mr. Jones's bills and rebilled Mr. Jones's account for gas service rendered from February 5, 2025, to August 5, 2025. PGW Exhibit 2, p. 3.

10. As a result of the cancellation and rebilling of Mr. Jones's account, Mr. Jones received a credit in the amount of \$239.34. Tr. 14.

## DISCUSSION

### *Legal Standards*

As a matter of law, to establish a legally sufficient claim, 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 (1990). The offense must also be a violation of the Public Utility Code, a Commission regulation or order or a violation of a Commission-approved tariff. 66 Pa.C.S. § 701.

Section 332(a) of the Public Utility Code ("Code") provides that a complainant, as the party seeking affirmative relief from the Commission, has the burden of proof by a preponderance of the evidence. 66 Pa.C.S. § 332(a); *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600 (Pa. Cmwlth. 1990). A preponderance of the evidence is evidence that is more convincing, by even the smallest amount, than that presented by the opposing party. *Se-Ling Hosiery, Inc. v. Margulies*, 70 A.2d 854 (Pa. 1950).

Additionally, this Commission's decision must be supported by substantial evidence in the record. 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); *Murphy v. Pa. Dep't of Pub. Welfare, White Haven Ctr.*, 480 A.2d 382 (Pa. Cmwlth. 1984).

If a complainant establishes a *prima facie* case, the burden of going forward with the evidence shifts to the utility. If a utility does not rebut that evidence, the complainant will prevail. If the utility rebuts complainant's evidence, the burden of going forward with the evidence shifts back to complainant, who must rebut the utility's evidence with some additional evidence. The burden of going forward with the evidence may shift from one party to another, but the burden of proof never shifts; it always remains on a complainant. *Milkie v. Pa. Pub. Util. Comm'n*, 768 A.2d 1217 (Pa. Cmwlth. 2001); *Burleson v. Pa. Pub. Util. Comm'n*, 443 A.2d 1373 (Pa. Cmwlth. 1982), *aff'd*, 461 A.2d 1234 (Pa. 1983).

The Commission's regulations state the following concerning payment of outstanding balances.

**§ 56.35. Payment of outstanding balance.**

(b) A public utility may not require, as a condition of the furnishing of residential service, payment for residential service previously furnished under an account in the name of a person other than the applicant, except as provided for in paragraphs (1) and (2).

(1) 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. The 4-year limit does not apply if the balance includes amounts that the public utility was not aware of because of fraud or theft on the part of the applicant.

(2) A public utility may establish that an applicant previously resided at a property for which residential service is requested through the use of mortgage, deed or lease information, a commercially available consumer credit reporting service or other methods approved as valid by the Commission. Public utilities shall include in their tariffs filed with the Commission the methods, other than those specifically mentioned in this paragraph, used to determine the applicant's liability for any outstanding balance.

(3) Any outstanding residential account with the public utility may be amortized in accordance with § 56.191 (relating to payment and timing).

52 Pa. Code § 56.35(b).

### *Analysis*

In this matter, Mr. Jones alleged that PGW improperly held him responsible for service provided to the service address dating back to December 1, 2024. Mr. Jones testified that he did not move into the service address until February 5, 2025, which was the start date of his lease for the property at the service address. Tr. 5-8. For relief, Mr. Jones seeks removal of the charges on his bill dating back prior to the date he moved into the service address. Tr. 7.

PGW presented the testimony of Patricia Bernard, a customer review officer employed by PGW. Tr. 9. Ms. Bernard testified that Mr. Jones applied for service at the service address on February 12, 2025, but that PGW held Mr. Jones

responsible for service provided to the service address as of December 1, 2024, because an Experian credit check linked Mr. Jones to the service address as of that date. Tr. 14; PGW Exhibit 2, p. 1. However, after receiving a copy of Mr. Jones's lease for the property at the service address with a start date of February 5, 2025, PGW cancelled all of Mr. Jones's bills and rebilled Mr. Jones's account from February 5, 2025, to August 5, 2025. PGW Exhibit 2, p. 3. As a result of the cancellation and rebilling of Mr. Jones's account, Mr. Jones received a credit in the amount of \$239.34. Tr. 14.

After a review of the record evidence, Mr. Jones's Complaint will be dismissed for the failure of Mr. Jones to meet his burden of proof. The Commission's regulations, cited above, permit a public utility to require payment of an outstanding balance as a condition of furnishing service to an applicant. 52 Pa. Code § 56.35(b). The regulations further provide that a public utility may establish that an applicant previously resided at a property for which service is requested through the use of, amongst other methods, a commercially available consumer credit reporting service. 52 Pa. Code § 56.35(b)(2). Thus, PGW's actions in requiring that Mr. Jones pay an outstanding balance at the service address dating back to December 1, 2024, after an Experian credit check linked Mr. Jones to the service address as of December 1, 2024, were in compliance with the Commission's regulations.

Furthermore, the Complaint will also be dismissed because the relief that Mr. Jones is seeking, i.e., the removal of the charges on his PGW account for service dating back to December 1, 2024, is moot. As explained by PGW witness Ms. Bernard, on August 28, 2025, PGW cancelled and rebilled Mr. Jones's account for service rendered from February 5, 2025, to August 5, 2025, after PGW received a copy of Mr. Jones's lease for the property at the service address with a start date of February 5, 2025. Therefore, Mr. Jones has received the relief that he is seeking in his Complaint.

In conclusion, for the reasons explained above, the Complaint will dismissed in the Ordering paragraphs below.

### CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties and the subject matter of this proceeding. 66 Pa.C.S. § 701.
  
2. As the proponent of a rule or order, Complainant has the burden of proof in this matter. 66 Pa.C.S. § 332(a).
  
3. To establish a sufficient case and satisfy the burden of proof, the Complainant must show that Respondent is responsible or accountable for the problem described in the Complaint by a preponderance of the evidence. *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa.P.U.C. 196 (1990); *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600 (Pa. Cmwlth. 1990).
  
4. The offense must also be a violation of the Public Utility Code, a Commission regulation or order or a violation of a Commission-approved tariff. 66 Pa.C.S. § 701.
  
5. A preponderance of the evidence is 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).
  
6. If a complainant establishes a *prima facie* case, the burden of going forward with the evidence shifts to the utility. If a utility does not rebut that evidence, the complainant will prevail. If the utility rebuts complainant's evidence, the burden of going forward with the evidence shifts back to complainant, who must rebut the utility's

evidence with some additional evidence. The burden of going forward with the evidence may shift from one party to another, but the burden of proof never shifts; it always remains on a complainant. *Milkie v. Pa. Pub. Util. Comm'n*, 768 A.2d 1217 (Pa. Cmwlth. 2001); *Burleson v. Pa. Pub. Util. Comm'n*, 443 A.2d 1373 (Pa. Cmwlth. 1982), *aff'd*, 461 A.2d 1234 (Pa. 1983).

7. Any finding of fact necessary to support the Commission's adjudication must be based upon substantial evidence. 2 Pa.C.S. § 704.

8. A public utility may not require, as a condition of the furnishing of residential service, payment for residential service previously furnished under an account in the name of a person other than the applicant, except as provided for in paragraphs (1) and (2). 52 Pa. Code § 56.35(b).

9. 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).

10. A public utility may establish that an applicant previously resided at a property for which residential service is requested through the use of mortgage, deed or lease information, a commercially available consumer credit reporting service or other methods approved as valid by the Commission. Public utilities shall include in their tariffs filed with the Commission the methods, other than those specifically mentioned in this paragraph, used to determine the applicant's liability for any outstanding balance. 52 Pa. Code § 56.35(b)(2).

