

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Nikisha Leach	:	
	:	
v.	:	C-2025-3054293
	:	
Philadelphia Gas Works	:	

INITIAL DECISION

Before
Marta Guhl
Administrative Law Judge

INTRODUCTION

This Initial Decision denies the Complainant’s Formal Complaint because the Complainant has not met her burden of proving that there were incorrect charges on her account. The Complainant has not established that she is entitled to a second payment arrangement. Further, this Decision grants the Philadelphia Gas Works’ Motion to Preclude the Complainant from filing any further Informal or Formal Complaints with the Commission on her current outstanding balance.

HISTORY OF THE PROCEEDING

On March 31, 2025, Nikisha Leach (Complainant or Ms. Leach) filed a Formal Complaint (Complaint) against Philadelphia Gas Works (PGW or Respondent or Company) with the Pennsylvania Public Utility Commission (Commission). In the Complaint, the Complainant contends that the utility is threatening to shut off or has already

shut off her service, and that there are incorrect charges on her bills. The Complainant requested an affordable payment arrangement (PAR).

On April 21, 2025¹, the Respondent filed an Answer denying the material allegations of the Complaint.

By Telephonic Hearing Notice dated April 25, 2025, an initial hearing was scheduled for June 18, 2025, at 10:00 a.m., and the matter was assigned to me.

Also on April 25, 2025, I issued a Prehearing Order which indicated procedural matters and hearing procedures.

The hearing proceeded as scheduled on June 18, 2025. The Complainant participated *pro se* and testified. The Respondent appeared and was represented by Graciela Christlieb, Esquire, who presented the testimony of Patricia Bernard, a Senior Customer Review Officer. The Respondent offered six exhibits at the hearing. However, due to the Complainant's work schedule, the hearing was not completed and was continued for a further hearing date.

On August 7, 2025, a Further Telephonic Hearing Notice was served on the parties which indicated that a further hearing was scheduled in this matter for September 24, 2025, at 1:00 p.m.

The further hearing proceeded as scheduled on September 24, 2025. The Complainant did not call in or participate in the further hearing. The Respondent appeared and was represented again by Graciela Christlieb, Esquire, who presented more

¹ The Formal Complaint was served on the Respondent by the Secretary's Bureau on March 31, 2025.

testimony from Ms. Bernard. The Respondent's six exhibits, which were identified at the prior hearing, were entered into the record at the time of the September 24, 2025, further hearing.

The record closed on October 17, 2025, when I received the transcript of the further hearing.

FINDINGS OF FACT

1. The Complainant in this case is Nikisha Leach.
2. The Respondent is Philadelphia Gas Works.

High Bill Dispute/Payment Arrangement

3. The Complainant owns and receives gas service at 6644 Chew Avenue, Philadelphia, Pennsylvania 19119 (Service Address). Tr. 8, 11.

4. The Service Address is a two-story row home with three bedrooms and one bathroom. Tr. 12-13.

5. The Complainant has a gas stove, house heater and water heater in the Service Address. Tr. 12-13.

6. The Complainant resides at the Service Address with her adult daughter and two minor children. Tr. 13.

7. The Complainant works full-time earning \$24.00 per hour and works 37.5 hours per week, which totals \$3,900.00 per month. Tr. 14-15.

8. The Complainant's adult daughter is a full-time student and does not have an income. Tr. 14.

9. The household has no other sources of income. Tr. 15.

10. The Complainant's gas usage at the Service Address has been consistent and is trending downward. Tr. 23-24; PGW Exh. 2.

11. PGW exchanged the meter at the Service Address on April 10, 2025, to test the meter. Tr. 24-25; PGW Exh. 3.

12. On May 12, 2025, the meter was tested by PGW and found to be 99.6% accurate at 100% open and 100.0% accurate at 20% open. Tr. 26; PGW Exh. 4.

13. The Complainant received a Commission-issued payment arrangement on April 17, 2018, which was broken due to lack of payments. Tr. 26-27; PGW Exh. 5.

14. The Complainant's household income at the time of the April 2018 payment arrangement was \$3,500.00 per month. Tr. 30; PGW Exh. 6, pp. 2-3.

15. Between June 6, 2022, and June 6, 2025, the Complainant made ten payments towards her account. Tr. 21; PGW Exh. 1.

16. During the same time period, the Complainant also made three bad payments towards her account where the payment was cancelled due to insufficient funds. Tr. 21-22; PGW Exh. 1.

17. The Complainant's account balance as of the hearing in June 2025 was \$9,277.05. Tr. 20; PGW Exh. 1.

18. The Complainant's balance includes Customer Responsibility Program (CRP) arrears in the amount of \$3,657.50. Tr. 22; PGW Exh. 1.

Motion to Preclude

19. Ms. Leach established service at the service address on April 7, 2017. Tr. 29; PGW Exhibit 6, p. 1.

20. On April 11, 2018, Ms. Leach filed an informal complaint with the Commission at Bureau of Consumer Services (BCS) No. 3601032 requesting a payment arrangement. Tr. 29; PGW Exhibit 6, pp. 2-3.

21. On April 12, 2018, the BCS granted Ms. Leach's informal complaint at BCS No. 3601032 and issued Ms. Leach a Level 2 payment arrangement. Tr. 29-30; PGW Exhibit 6, p. 4.

22. On May 23, 2019, Ms. Leach filed a Formal Complaint with the Commission at Docket No. C-2019-3010115 requesting a payment arrangement and indicating that her bills were too high. Tr. 30; PGW Exhibit 6, pp. 5-11.

23. On July 16, 2019, via Interim Order, Special Agent Alphonso Arnold III granted Ms. Leach's continuance request of the July 19, 2019 hearing date and rescheduled the matter for July 22, 2019, at 1:00 p.m. at the request of the parties. Tr. 31; PGW Exhibit 6, pp. 12-15.

24. On July 22, 2019, Ms. Leach failed to appear for the hearing on her Formal Complaint. Tr. 31; PGW Exhibit 6, p. 16.

25. Via an Order dated August 9, 2019, Special Agent Arnold granted Ms. Leach's request to reopen the record for further examination. Tr. 31; PGW Exhibit 6, pp. 17-21.

26. On September 4, 2019, the parties reached a settlement without a hearing. Tr. 32; PGW Exhibit 6, p. 22.

27. On May 2, 2022, PGW issued a 10-day shut off notice to the Complainant for an outstanding balance of \$626.70. Tr. 32; PGW Exhibit 6, p. 23.

28. On May 15, 2022, Ms. Leach was issued a 30-day medical certification to keep her gas service on. Tr. 32-33; PGW Exhibit 6, p. 24.

29. On June 29, 2022, PGW issued a 10-day shut off notice for an outstanding balance of \$766.75. Tr. 33; PGW Exhibit 6, p. 25.

30. On July 16, 2022, Ms. Leach received a second medical certification with a 30-day hold on termination of service. Tr. 33; PGW Exhibit 6, p. 26.

31. On August 29, 2022, PGW issued a 10-day shut off notice for an outstanding balance of \$1,097.69. Tr. 33; PGW Exhibit 6, p. 27.

32. On September 8, 2022, Ms. Leach filed an informal complaint with BCS at Case No. 3863222 requesting a payment arrangement due to a significant change in circumstances. Tr. 33; PGW Exhibit 6, pp. 28-29.

33. On October 14, 2022, the BCS dismissed Ms. Leach's Informal Complaint at BCS No. 3955838 due to the fact that she was on PGW's customer assistance program. Tr. 33-34; PGW Exhibit 6, p. 30.

34. On October 26, 2022, PGW issued a 10-day shut off notice on an outstanding balance of \$1,228.63. Tr. 43; PGW Exhibit 6, p. 31.

35. On November 7, 2022, Ms. Leach made a payment of \$1,229.00, which was cancelled due to insufficient funds. Tr. 44; PGW Exhibit 6, p. 32.

36. On November 16, 2022, PGW issued a bad check charge of \$20.00 due to the failed payment from November 7, 2022. Tr. 45; PGW Exhibit 6, p. 33.

37. On November 18, 2022, Ms. Leach filed a Formal Complaint with the Commission at Docket No. C-2022-3036868, which requested a payment arrangement and indicated that the utility was threatening to shut off or had already shut off her service. Tr. 45; PGW Exhibit 6, pp. 34-38.

38. On June 16, 2023, Administrative Law Judge Arlene Ashton issued an Initial Decision at Docket No. C-2022-3036868 which dismissed the Formal Complaint with prejudice for lack of prosecution. Tr. 46; PGW Exhibit 6, pp. 40-49.

39. On November 13, 2023, the Commission entered an Opinion and Order at Docket No. C-2022-3036868 which reversed the Initial Decision of Judge Ashton and remanded the matter to the Office of Administrative Law Judge for a hearing. Tr. 46; PGW Exhibit 6, pp. 50-58.

40. On May 14, 2024, Judge Ashton held a further hearing in Docket No. C-2022-3036868 on remand and the Complainant did not appear for the hearing. Tr. 47; PGW Exhibit 6, p. 59.

41. On August 5, 2024, PGW shut off service at the Service Address because Ms. Leach was not paying for her current bills during the pendency of her Formal Complaint. Tr. 47-48; PGW Exhibit 6, p. 60.

42. On August 5, 2024, Ms. Leach filed an informal complaint with BCS at Case No. 4007883 indicating that PGW had terminated her service and requested a payment arrangement. Tr. 48; PGW Exhibit 6, pp. 61-62.

43. On August 7, 2024, Ms. Leach received a third medical certification which put a hold on termination of service for 30 days. Tr. 48; PGW Exhibit 6, p. 63.

44. On August 7, 2024, PGW restored the Complainant's service based on the medical certification. Tr. 48; PGW Exhibit 6, p. 64.

45. On August 28, 2024, Judge Ashton issued an Initial Decision on Remand which dismissed the Complainant's Formal Complaint at Docket No. C-2022-3036868 due to lack of prosecution. Tr. 49; PGW Exh. 6, pp. 66-77.

46. On September 30, 2024, the Commission entered a Final Order which approved the Initial Decision on Remand at Docket No. C-2022-3036868. Tr. 50; PGW Exh. 6, p. 78.

47. On October 25, 2024, Ms. Leach filed an informal complaint with BCS at Case No. 4028012 which alleged there was a leak at her residence. Tr. 50; PGW Exh. 6, pp. 79-80.

48. On October 28, 2024, BCS issued a Decision for Case No. 4007883 which dismissed the informal complaint, indicating that the Complainant's service had been restored with a medical certification. Tr. 50; PGW Exh. 6, pp. 81-82.

49. On November 26, 2024, BCS issued a decision for Case No. 4028012 which dismissed the informal complaint indicating that the curb leak was repaired by PGW on August 7, 2024, and there was no odor of gas at the last visit at the Service Address. Tr. 51; PGW Exh. 6, pp. 83-84.

50. On March 13, 2025, PGW issued a 10-day shut off notice for the Service Address for the outstanding balance of \$8,382.35. Tr. 51; PGW Exh. 6, p. 85.

51. The Complainant filed the above captioned Formal Complaint on March 31, 2025. Tr. 51-52; PGW Exh. 6, p. 86.

DISCUSSION

The Public Utility Code (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 Section 332 of the Code, 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 Tele. 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 and Western 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 Center*, 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 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. 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).

High Bill Dispute

The Complainant contends that her bills are too high. She alleged that her bills are higher than that of her neighbors. Tr. 9. She also maintains that she has had her residence weatherized and there is still no change in her bills. Tr. 9.

The burden of proof for “high bill” complaints has been explained in *Waldron v. Phila. Electric Co.*, 54 Pa.P.U.C. 98 (1980) (*Waldron*), and its progeny. In *Waldron*, the Commission adopted the Michigan Public Service Commission’s (PSC’s) policy announced in *Hallifax v. O & A Electric Co-Op*, Case No. U-5825 (May 1979), which stated that, while the accuracy of the meter is an important factor in resolving billing disputes, it is not the sole criterion. The Commission stated that it will also consider the following factors: the billing history of the Complainant; any change in the number of occupants residing at the household; the potential for energy utilization; and any other relevant facts or circumstances that are brought to light during the complaint proceeding. *Waldron* at 100.

Consistent with the Commission's holding in *Bennett v. Peoples Natural Gas Co.*, Docket No. C-2009-2122979 (Opinion and Order entered Oct. 13, 2010) (*Bennet*), the *Waldron* Rule allows a Complainant to establish a *prima facie* case in a “high bill” complaint by showing that the disputed bill is abnormally high when compared to prior usage patterns and his or her pattern of usage has not changed or by providing other relevant evidence showing that the disputed bill is unreasonably high. In evaluating a “high bill” complaint, the Commission may consider such evidence as “the billing history of the account, any change in usage patterns (such as a change in the number of occupants residing in the household or potential energy utilization), and any other relevant facts or circumstances that come to light during the proceeding.” *Bennet* at 6; *see also Thomas v. PECO Energy Co.*, Docket No. C-2010-2187197 (Opinion and Order entered Nov. 15, 2011).

The Complainant owns and receives gas service at 6644 Chew Avenue, Philadelphia, Pennsylvania 19119. Tr. 8, 11. The Service Address is a two-story row home with three bedrooms and one bathroom. Tr. 12-13. The Complainant has a gas stove, house heater and water heater in the Service Address. Tr. 12-13. The

Complainant resides at the Service Address with her adult daughter and two children.
Tr. 13.

PGW's witness, Ms. Bernard, testified that the Complainant's gas usage at the Service Address has been consistent and is trending downward. Tr. 23-24; PGW Exh. 2. Moreover, PGW exchanged the meter at the Service Address on April 10, 2025, to test the meter. Tr. 24-25; PGW Exh. 3. On May 12, 2025, the meter was tested by PGW and found to be 99.6% accurate at 100% open and 100.0% accurate at 20% open. Tr. 26; PGW Exh. 4.

Ms. Bernard testified that between June 6, 2022, and June 6, 2025, the Complainant made ten payments towards her account. Tr. 21; PGW Exh. 1. During this same time period, the Complainant made three bad payments towards her account where the payment was cancelled due to insufficient funds. Tr. 21-22; PGW Exh. 1.

Based on the above, the Complainant has not established that her bills are too high. The Complainant did not present any evidence to establish that there was a change or unusual increase in her usage. Instead, PGW presented credible evidence that the Complainant's usage has been consistent and actually decreasing which aligns with the Complainant's testimony that she has had her home weatherized. Further, PGW tested the meter at the Service Address and found it to be operating within the 2.0% variation that is allowable under the Commission's regulations.² Lastly, the Complainant has failed to make consistent payments to her account, and has also made several bad payments, which accounts for her large outstanding balance. Therefore, the Complainant has not established her burden of proving that her bills are too high and this portion of the Complaint should be dismissed.

² See 52 Pa. Code § 59.21.

Payment Arrangement

The Complainant also requests a payment arrangement.

Regarding payment agreements, it is important to note that Chapter 14 of the Code, 66 Pa.C.S. §§ 1401-1419 (Chapter 14), had already sunset on December 31, 2024, when the Complaint in this matter was filed. However, the Commission addressed the 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). Accordingly, the provisions of Chapter 14 will be applied here.

The Complainant has asked for a Commission-issued payment arrangement. Since the Complainant has already received and defaulted on a Commission-issued payment arrangement, a determination must be made regarding her eligibility for a second Commission-issued payment arrangement. Chapter 14 provides

that “[a]bsent a change in income, the commission shall not establish or order a public utility to establish a second or subsequent payment arrangement if a customer has defaulted on a previous payment arrangement.” 66 Pa.C.S. § 1405(d). A “change in income” is defined at 66 Pa.C.S. § 1403 as “[a] decrease in household income of 20% or more if the customer's household income level exceeds 200% of the Federal poverty level or a decrease in household income of 10% or more if the customer's household income level is 200% or less of the Federal poverty level.”

Chapter 14 also allows for an extension by six months of a payment arrangement in default if the default was a result of a significant change in circumstance. 66 Pa.C.S. § 1405(e). A “significant change in circumstance” is defined as any of the following circumstances which are experienced by customers with household income less than 300% of the Federal poverty level:

- (1) The onset of a chronic or acute illness resulting in a significant loss in the customer's household income.
- (2) Catastrophic damage to the customer's residence resulting in a significant net cost to the customer's household.
- (3) Loss of the customer's residence.
- (4) Increase in the customer's number of dependents in the household.

66 Pa.C.S. § 1403.

The record reflects that the Complainant has received and defaulted on a Commission-issued payment arrangement. The record further reflects that the Complainant is not entitled to a second Commission-issued payment arrangement because she has actually experienced an increase in income since she was awarded her first Commission-issued payment arrangement. Moreover, PGW offered credible

evidence demonstrating that the Complainant's gross monthly income has actually increased from \$3,500 to \$3,900, a point which the Complainant did not challenge. PGW Exh. 6, pp. 2-3.

Lastly, there is nothing in the record to indicate that the Complainant defaulted on her prior Commission-issued payment arrangement due to a significant change in circumstances that would warrant a six-month extension of her payment arrangement. Accordingly, since the Complainant is not eligible for a second Commission-issued payment arrangement, or for an extension of her prior Commission-issued payment arrangement, the Complainant's Complaint in this regard is denied.

Motion to Preclude

PGW made a Motion during the hearing to preclude Ms. Leach from filing further complaints against PGW regarding the arrearages on her natural gas service account until her existing arrearages are paid in full.

In appropriate circumstances, the Commission may bar a complainant from filing further complaints until the outstanding balance has been paid, where the Commission determines that the complainant is abusing the Commission's administrative process in order to avoid termination of utility service. The Commission has held that when a complainant has used a variety of means to avoid termination and unnecessarily prolong the proceedings, the Commission must reach a point where it acts to protect the interest of the other ratepayers, who will otherwise ultimately bear the burden of that Complainant's growing arrearage. *See, Seidenstricker v Metro. Edison Co.*, Docket No. F-2008-2019388 (Opinion and Order entered July 28, 2009). In abuse of administrative-process cases, the Commission considers factors such as the number and the nature of complaints, the number of defaulted payments, the use of tactics to avoid payments and service terminations, and the history of payments. *See Hayes v. Phila. Gas Works*,

Docket No. F-2023-3042824 (Opinion and Order entered Aug. 22, 2024) (*Hayes*); *Nestorick v. UGI Utilities Inc.*, Docket No. C-2019-3008476 (Initial Decision entered Oct. 7, 2019, Final Order entered Nov. 15, 2019) (*Nestorick*); *Potora v. UGI Penn Natural Gas, Inc.*, Docket No. C-2018-3003485 (Opinion and Order entered Aug. 8, 2019) (*Potora*).

The evidentiary record shows that Ms. Leach filed the following informal complaints:

	Docket No.	Date filed
Informal Complaint #1	BCS No. 3601032	April 11, 2018
Informal Complaint #2	BCS No. 3863222	September 8, 2022
Informal Complaint #3	BCS No. 4007883	August 5, 2024
Informal Complaint #4	BCS No. 4028012	October 25, 2024

In each of her first three informal complaints, Ms. Leach sought relief from the Commission in the form of PARs. BCS granted informal complaint #1 and provided Ms. Leach with a Commission-issued PAR. Informal complaints #2 and #3 were dismissed due to Ms. Lawrence failing to satisfy the Commission-issued PAR. Informal complaint #4 was dismissed due to PGW resolving the issue with the gas leak.

The record also shows that Ms. Leach filed the following Formal Complaints:

	Docket No.	Date filed
Formal Complaint #1	C-2019-3010115	May 23, 2019
Formal Complaint #2	C-2022-3036868	November 18, 2022
Formal Complaint #3	C-2025-3054293	March 31, 2025

In each of her Formal Complaints, Ms. Leach sought relief from the Commission in the form of PARs and then failed to appear at the scheduled evidentiary hearings.

The record further shows that Ms. Leach has defaulted on one-Commission-issued PAR. The Complainant has also had three medical certifications which have prevented the termination of her gas service. At the time of the hearing, Ms. Leach accumulated a sizable outstanding account balance with PGW of \$9,277.05.

After reviewing the evidence, I find that Ms. Leach has engaged in abuse of the Commission's administrative process to avoid termination of her gas service.

Ms. Leach has filed four informal complaints and three Formal Complaints related to her account with PGW. The record in this case highlights a disturbing trend in which Ms. Leach tactically uses the Commission's administrative proceedings by filing informal and formal complaints to evade PGW's termination procedures.³ Ms. Leach continues to file informal complaints requesting PARs despite failing to satisfy the Commission-issued PAR that she received through her first informal complaint. Ms. Leach continues to file Formal Complaints requesting PARs but fails to attend the hearings scheduled to address her PAR requests or request a continuance or a new hearing date. Given this conduct by Ms. Leach, I can conclude that Ms. Leach files complaints to delay termination of her gas service and not to receive the relief that she seeks through the complaints.

³ When Ms. Leach files an informal or formal complaint PGW is prevented from terminating Ms. Leach's utility service for nonpayment of the balance disputed in the complaint pursuant to the Commission's regulations. *See* 52 Pa. Code § 56.92; 52 Pa. Code § 56.181.

As far as Ms. Leach's payment history is concerned, the Complainant has made ten payments toward her account between June 6, 2022, to June 6, 2025. The Complainant has also made three bad payments which were cancelled due to insufficient funds in the same time period. Ms. Leach had a sizable unpaid balance at the time of the hearing of \$9,277.05. Ms. Leach's sizable outstanding balance demonstrates a lack of a good faith effort on her part to pay her bills. Ms. Leach's lack of a good faith effort is also evidenced by the fact that she has defaulted on a Commission-issued PAR.

Recently, the Commission has barred individuals with high unpaid balances from filing additional complaints in similar circumstances to those presented here. In *Hayes*, the Commission found that complainant Hayes had abused the Commission's process by filing nine informal and three formal complaints with the Commission, breaking four PGW-issued PARs and one Commission-issued PAR, and by only making 18 payments on his account since his account was opened in August 2013. As of the date of the scheduled hearing in *Hayes*, complainant Hayes had a customer assistance program balance of \$3,204 and a frozen arrears balance of \$1,400.61. In *Nestorick*, the Commission found that complainant Nestorick had abused the Commission's process by filing four informal and two formal complaints with the Commission, defaulting on two Commission-issued PARs and three UGI-issued PARs, filing four bankruptcy petitions, and by filing three medical certificates. In *Potora*, the Commission found that complainant Potora had abused the Commission's process by filing ten complaints with the Commission, requesting multiple continuances, and by failing to appear at many of the scheduled hearings. In all of these cited cases, the Commission precluded the complainants from filing further complaints against their utility on their arrearages, whether informal or formal, until their account was paid in full.

In conclusion, Ms. Leach's substantial balance, poor payment history, multiple complaint filings, and conduct in proceedings before the Commission constitutes a pattern of activity calculated to avoid or delay payment of her gas bills and termination

of her utility service. PGW has the right to bill and receive payment for the utility service it has provided to Ms. Leach. 66 Pa.C.S. § 1303, *Neal v. Phila. Gas Works*, Docket No. Z-00871874 (Final Order entered Jan. 4, 2002); *Angie's Bar v. Duquesne Light Co.*, 72 Pa.P.U.C. 213 (1990). PGW's Motion to Preclude Ms. Leach from filing further complaints against PGW regarding the arrearages on her natural gas service account until her existing arrearages are paid in full will be granted in the Ordering paragraphs below.

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 Transportation Corp. v. Pa. Pub. Util. Comm'n*, 623 A.2d 6 (Pa.Cmwlth. 1993); 2 Pa.C.S. § 704.
4. The Commission stated that it will consider the following factors: the billing history of the complainant; any change in the number of occupants residing at the household; the potential for energy utilization; and any other relevant facts or circumstances that are brought to light during the complaint proceeding. *Waldron v. Phila. Elec. Co.*, 54 Pa. P.U.C. 98 (1980).
5. "[T]he Commission may consider such evidence as the billing history of the account, any change in usage patterns (such as a change in the number of occupants residing in the household or potential energy utilization), and any other

relevant facts or circumstances that come to light during the proceeding.” *Thomas v. PECO Energy Co.*, Docket No. C-2010-2187197, at 5 (Order entered Nov. 15, 2011).

6. The Complainant did not meet her burden of proving that there were incorrect charges on her bills. 66 Pa.C.S. § 332(a).

7. The Commission maintains 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 (Statement of Policy entered Dec. 24, 2024).

8. Absent a change in income, the commission shall not establish or order a public utility to establish a second or subsequent payment arrangement if a customer has defaulted on a previous payment arrangement. 66 Pa.C.S. § 1405(d).

9. “Change in income” is defined as “[a] decrease in household income of 20% or more if the customer's household income level exceeds 200% of the Federal poverty level or a decrease in household income of 10% or more if the customer's household income level is 200% or less of the Federal poverty level.” 66 Pa.C.S. § 1403.

10. Section 1405(e) of the Public Utility Code allows for an extension by six months of a payment arrangement in default if the default was a result of a significant change in circumstance. 66 Pa.C.S. § 1405(e).

11. "Significant change in circumstance" is defined as any of the following circumstances which are experienced by customers with household income less

than 300% of the Federal poverty level: 1) the onset of a chronic or acute illness resulting in a significant loss in the customer's household income; 2) catastrophic damage to the customer's residence resulting in a significant net cost; 3) loss of the customer's residence; and 4) increase in the customer's number of dependents in the household. 66 Pa.C.S. § 1403.

12. The Complainant failed to sustain her burden of demonstrating that she should receive a second Commission-issued payment arrangement or an extension of her previous payment arrangement. 66 Pa.C.S. § 332(a).

13. The Commission may preclude a party from filing further informal or formal complaints when the party has abused the Commission's complaint procedures in order to avoid the termination of his or her service. *Hayes v. Phila. Gas Works*, Docket No. F-2023-3042824 (Opinion and Order entered Aug. 22, 2024); *Nestorick v. UGI Utilities Inc.*, Docket No. C-2019-3008476 (Initial Decision entered Oct. 7, 2019; Final Order entered Nov. 15, 2019); *Potora v. UGI Penn Natural Gas, Inc.*, Docket No. C-2018-3003485 (Opinion and Order entered Aug. 8, 2019).

14. When a complainant has used a variety of means to avoid termination and unnecessarily prolong the proceedings, the Commission must reach a point where it acts to protect the interest of the other ratepayers, who will otherwise ultimately bear the burden of that Complainant's growing arrearage. *Seidenstricker v Metro. Edison Co.*, Docket No. F-2008-2019388 (Opinion and Order entered July 28, 2009).

15. In abuse of administrative-process cases, the Commission considers factors such as the number and the nature of complaints, the number of defaulted payments, the use of tactics to avoid payments and service terminations, and the history of payments. *Hayes v. Phila. Gas Works*, Docket No. F-2023-3042824 (Opinion and

Order entered Aug. 22, 2024); *Nestorick v. UGI Utilities Inc.*, Docket No. C-2019-3008476 (Initial Decision entered Oct. 7, 2019; Final Order entered Nov. 15, 2019); *Potora v. UGI Penn Natural Gas, Inc.*, Docket No. C-2018-3003485 (Opinion and Order entered Aug. 8, 2019).

16. A public utility has the right to bill and receive payment for the utility service it provides to its customers. 66 Pa.C.S. § 1303, *Neal v. Phila. Gas Works*, Docket No. Z-00871874 (Final Order entered Jan. 4, 2002); *Angie's Bar v. Duquesne Light Co.*, 72 Pa.P.U.C. 213 (1990).

17. Complainant's substantial outstanding balance, poor payment history, multiple similar complaint filings, and conduct in proceedings before the Commission constitutes abuse of the Commission's administrative process. *Hayes v. Phila. Gas Works*, Docket No. F-2023-3042824 (Opinion and Order entered Aug. 22, 2024); *Nestorick v. UGI Utilities Inc.*, Docket No. C-2019-3008476 (Initial Decision entered Oct. 7, 2019; Final Order entered Nov. 15, 2019); *Potora v. UGI Penn Natural Gas, Inc.*, Docket No. C-2018-3003485 (Opinion and Order entered Aug. 8, 2019).

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Complaint of Nikisha Leach against the Philadelphia Gas Works at *Nikisha Leach v. Philadelphia Gas Works* at Docket No. C-2025-3054293 is denied.

2. That Nikisha Leach is precluded from filing further informal or formal complaints with the Commission regarding the arrearages on the account for gas service rendered by Philadelphia Gas Works until such time as the outstanding arrearages in the amount of \$9,277.05 are paid in full, and that the filing of any complaint pertaining to those arrearages which are the subject of this proceeding shall be rejected without further proceedings.

3. That the filing of any other pleading related to this case concerning the same subject matter be, and hereby is, deemed not to stay implementation of this Order.

4. That Commission staff (including but not limited to the Bureau of Consumer Services and the Secretary's Bureau) shall reject any formal or informal complaint that is filed with the Commission by Nikisha Leach, any member of her family, or any other person in the household, pertaining to the service address of 6644 Chew Avenue, Philadelphia, Pennsylvania 19119 until the outstanding arrearages in the amount of \$9,277.05 are paid in full.

5. That any filing of a new informal or formal complaint by Nikisha Leach against Philadelphia Gas Works must include proof that the arrearages in the amount of \$9,277.05 have been paid in full (e.g. billing statement, account statement, receipt of payment, cancelled check, bank statement, proof of discharge of the arrearages in bankruptcy, or correspondence with the utility confirming payment in full).

6. That, if proof that the outstanding arrearages have been paid in full is not provided, the Secretary's Bureau and Bureau of Consumer Services are directed to reject the complaint, without a hearing before the Office of Administrative Law Judge.

7. That the failure of Nikisha Leach to pay the outstanding arrearages in the amount of \$9,277.05, in full, shall be grounds for the Philadelphia Gas Works to take any necessary steps and actions under the Pennsylvania Public Utility Code and Commission Regulations, including but not limited to, termination of service, to address Nikisha Leach's outstanding balance.

8. That a copy of this decision/order shall be served to the Commission's Bureau of Consumer Services and the Secretary's Bureau.

9. That Docket No. C-2025-3054293 be marked closed.

Date: January 13, 2026

_____/s/
Marta Guhl
Administrative Law Judge