

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Mekkah Ali	:	
	:	
v.	:	F-2025-3056660
	:	
PECO Energy Company	:	

**INITIAL DECISION**

Before  
Christopher P. Pell  
Deputy Chief Administrative Law Judge

**INTRODUCTION**

This Initial Decision denies the Complainant’s Formal Complaint because she failed to meet her burden of demonstrating that PECO Energy Company incorrectly continued to bill her for service rendered to a prior address after she moved to another address.

**HISTORY OF THE PROCEEDING**

On July 24, 2025, Mekkah Ali (Complainant) filed a Formal Complaint (Complaint) with the Pennsylvania Public Utility Commission (Commission) against PECO Energy Company (Respondent or PECO). In the Complaint, the Complainant placed checkmarks in the box marked “[i]ncorrect charges are on my bill.” Under the “[r]equested relief” section of the Complaint form, the Complainant requested the following:

I would like my complaint resolved by PUC by ordering Peco utility company to accurately dispute the charges from my recent address from 4319 N. 9<sup>th</sup> Street that they have been charging me for a year and a half at the same time while I'm at my current address at 2720 N. 11<sup>th</sup> St., Apt. 2 they called me one of their supervisors and tried to offer me a deal and also let me know that they're going to be taking \$1000 off of my bill while also saying that I didn't order for services to get shut off at that address which I always do and if that's the case then why would they offer me in [sic] agreement to deduct \$1000 off of the bill?!

Complaint ¶ 5.

On August 25, 2025, the Respondent filed an Answer in which it denied the material allegations of fact and conclusions of law in the Complaint. Specifically, the Respondent denied that there are incorrect charges on the Complainant's account. The Respondent requested that the Complaint be dismissed.

On August 26, 2025, a Call-In Telephone Hearing Notice was served on the parties scheduling an initial telephonic hearing on October 29, 2025, at 10:00 a.m. and the case was assigned to me.

On August 29, 2025, a Prehearing Order was served on the parties which reminded the parties of the date and time of the hearing. The Prehearing Order stated the potential consequences if a party failed to appear at the hearing. Additionally, the Prehearing Order informed the parties about the applicable procedural rules, and again included the procedure to follow for hearing continuances.

On September 11, 2025, a Cancelled/Rescheduled Initial Telephonic Hearing Notice was served on the parties rescheduling an initial telephonic hearing on November 21, 2025.<sup>1</sup>

On November 21, 2025, I convened the hearing as scheduled. The Complainant appeared pro se and testified in support of the Complaint. Margaret Morris, Esq., appeared on behalf of the Respondent and presented the testimony of Lisa Crespo, a PECO Energy Company Senior Regulatory Assessor, and Gainell Chalmus, a PECO Energy Company Senior Supervisor for Universal Services Department. The Respondent offered seven exhibits which were all admitted into the record and are described below.

- PECO Exh. 1 – Customer Contacts for Prior Address
- PECO Exh. 2 – Final Bill for Prior Address, dated September 23, 2024
- PECO Exh. 3 – Customer Contacts for Service Address
- PECO Exh. 4 – Statement of Account for Service Address
- PECO Exh. 5 – CAP History
- PECO Exh. 6 – Complainant’s PECO Payment Arrangements
- PECO Exh. 7 –BCS Decision at Case No. 4054632

The record closed on December 9, 2025, the date the transcript was filed with the Commission.

### FINDINGS OF FACT

1. The Complainant in this case is Mekkah Ali.
2. The Respondent in this case is PECO Energy Company.

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<sup>1</sup> The matter was rescheduled due to the unavailability of the Administrative Law Judge on October 29, 2025.

3. The Complainant lives at 2720 North 11<sup>th</sup> Street, Apartment 2, Philadelphia, PA (service address). Tr. 14; PECO Exh. 4.
4. The Complainant previously resided and had a PECO account for service at 4319 North 9<sup>th</sup> Street, Philadelphia, PA. Tr. 15-16, 25; PECO Exh. 2.
5. In July 2023, the Complainant moved from the 4319 North 9<sup>th</sup> Street Address to the service address. Tr. 16.
6. On July 1, 2023, PECO established electric service for the service address in the Complainant's name. Tr. 27.
7. The Complainant never contacted PECO to discontinue service in her name for the 4319 North 9<sup>th</sup> Street address. Tr. 29.
8. The electric account for service at 4319 North 9<sup>th</sup> Street remained active in the Complainant's name from July 26, 2021, through September 21, 2024. Tr. 25.
9. PECO issued a final bill to the Complainant, dated September 23, 2024, for the 4319 North 9<sup>th</sup> Street address, in the amount of \$8,513.74. Tr. 27; PECO Exh. 2.
10. PECO transferred the balance from 4319 North 9<sup>th</sup> Street to the Complainant's account for the service address. Tr. 27.
11. A PECO customer can have more than one account for service. Tr. 27.

12. The Complainant provided PECO with a copy of her lease for the service address which began on July 1, 2023. Tr. 29.

13. On May 12, 2025, PECO credited the Complainant's account in the amount of \$1,131.79 for all of the charges billed between June 30, 2023, through September 21, 2024. Tr. 29, 34; PECO Exh. 4.

14. PECO removed these charges from the Complainant's bill because she provided proof that she did not reside at the 4319 North 9<sup>th</sup> Street address after June 30, 2023, and should not be responsible for the charges billed after June 30, 2023. Tr. 29.

15. The balance on the Complainant's account for service as of the time of the hearing totaled \$6,168.33. Tr. 28; PECO Exh. 4.

### DISCUSSION

Section 332 of 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. *Id.*

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 (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. 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. 1960); *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), *aff'd*, 461 A.2d 1234 (Pa. 1983).

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).

Regarding the transfer of accounts, Commission regulations provide in pertinent part that:

- (a) A customer who is about to vacate premises supplied with public utility service or who wishes to have service discontinued shall give at least 7 days notice to the public utility and a noncustomer occupant, specifying the date on which it is desired that service be discontinued. In the absence

of a notice, the customer shall be responsible for services rendered.

52 Pa. Code § 56.16(a).

In the present case, the Complainant challenged her responsibility for charges that accrued under an account for service in her name after she moved out of a prior service address. The Complainant maintained that she requested discontinuance of service when she moved out. Tr. 16. In response, PECO's witness offered credible testimony that the Complainant never contacted the company to request discontinuance of electric service to her prior address. Tr. 29. The Complainant was not able to rebut this testimony. Pursuant to Section 56.16 of the Commission's regulations, 52 Pa. Code § 56.16(a), PECO acted within its rights when it continued to bill the Complainant for electric service provided to the 4319 North 9<sup>th</sup> Street address after she moved out. Accordingly, the Complainant's Complaint is denied.

It is important to note that PECO's witness explained that once the Complainant provided a copy of her lease for the service address which began on July 1, 2023, PECO credited her account in the amount of \$1,131.79 for all of the charges she was billed between June 30, 2023, through September 21, 2024. Tr. 29, 34; PECO Exh. 4. PECO's witness explained that it removed these charges from the Complainant's bill because she provided proof that she did not reside at the 4319 North 9<sup>th</sup> Street address after June 30, 2023, and should not be responsible for the charges billed after June 30, 2023. Tr. 29. Therefore, although PECO acted in accordance with Commission regulations when it continued to bill her for electric service provided to her prior address after she moved out, PECO is no longer holding the Complainant responsible for these charges.

## 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 customer who is about to vacate premises supplied with public utility service or who wishes to have service discontinued shall give at least 7 days notice to the public utility and a noncustomer occupant, specifying the date on which it is desired that service be discontinued. In the absence of a notice, the customer shall be responsible for services rendered. 52 Pa. Code § 56.16(a).
  
5. PECO acted within Commission regulations when it transferred the balance from the Complainant's prior account for service to her current account for service.

## ORDER

THEREFORE,

IT IS ORDERED:

