

NE  
FILE



# Public Utilities Commission

16-1978-EL-CSS  
Case Number

Public Utilities Commission of Ohio  
Attn: Docketing  
180 E. Broad St.  
Columbus, OH 43215

5

## Formal Complaint Form

James Moller  
Customer Name (Please Print)

2070 N Pointe Alexis Drive  
Customer Address

Tarpon Springs FL 34689  
City State Zip

**Against**

5704094794  
Account Number

44 East Fairview Avenue  
Customer Service Address (if different from above)

Dayton Power & Light  
Utility Company Name

Dayton OH 45405  
City State Zip

Please describe your complaint. (Attach additional sheets if necessary)

*see attached*

RECEIVED-CLOCKING UNIT  
2016 OCT -3 PM 2:52  
PUCO

James Moller  
Signature  
727-537-6531  
Customer Telephone Number

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.  
Technician DM Date Processed OCT 03 2016

## Public Utilities Commission of Ohio

### Description of Complaint

Dayton Power & Light sent a bill to collections for an unpaid balance with my name attached to it but I did not own the home during the time period the billing charges were incurred.

I owned the property at 44 E Fairview Avenue, Dayton, OH 45405 from 9/30/02 through 2/21/13.

On 2/14/13 and again on 2/15/13, I called Dayton Power & Light to notify them of the sale of the home and to cancel my account and my landlord reversion agreement. I spoke to Ashley and Terry at Dayton Power & Light when I made these calls.

On these same dates, I made similar calls to Vectren Energy where I spoke to Vee and Cornell and the Dayton Water company where I spoke to Adrian to cancel their services. I have had no further bills or issues with either of these companies.

Dayton Power & Light is claiming they do not have record of my calls, though my detailed notes of my actions during this time period contradict their claim. They also cannot find a landlord reversion agreement ever signed by me. I took all steps necessary to responsibly close the account upon the sale of the home but Dayton Power & Light neglected to follow through on their clerical responsibilities to properly document the changes.

In December 2015, I learned that my credit score was being damaged by a Dayton Power & Light bill that had been submitted to a collection agency. The dates of service for this bill were August 18, 2014 through March 24, 2015. Dayton Power & Light was unauthorized to attach my name to anything having to do with this property for this time period. I was no longer the owner of the property and, as previously stated, I had already canceled all connection to accounts for this address.

I contacted Eric Weber at Virtuoso Sourcing Group, the collection agency, to correct the error. At his request, I sent a copy of the HUD agreement from the closing date of the sale of the property to prove I was not responsible for this bill. Dayton Power & Light, Virtuoso Sourcing Group, Equifax, TransUnion, and Experian were all sent copies of the letter.

After 2 months of calls back and forth with Eric, he stated that the bill was to be written off. I thanked him for his assistance and considered the matter finally resolved.

To my surprise, I was contacted on 8/3/16 by a new collection agency, National Enterprise Systems regarding this same bill. I spoke to Greta at this new company and she asked me to send the history of my communication with the previous collection agency. I followed up with her via email again on 8/17/16 and via phone on 8/31/16 but did not receive a reply.

Out of frustration over this ongoing issue, I contacted Mike DeWine, at the office of the Attorney General in Ohio to ask for guidance. This office suggested I contact the Public Utilities Commission of Ohio.

I made the call to PUCO and was connected to Dorita who helped look into the situation. I learned through her research that DP&L had been sending notices to an old address of mine in NJ that they found in their records. Since I believed all of my accounts with DP&L closed, there was no reason for me to provide them with updated addresses. I never knew anything about these notices they claim to have sent. Dorita also shared that DP&L could not find either the original landlord reversion agreement nor the cancelation of it.

In summary, I am not responsible for a bill incurred at a house I no longer owned at the time of service. I took the steps necessary to end my responsibilities to Dayton Power & Light and they failed to document it accurately. They state that they cannot find record of the landlord reversion cancelation making me responsible. However, they also cannot find the original landlord reversion agreement nor a record the calls I made to 2 of their employees, Ashley and Terry back in 2013. It is unfair and unjust that I am being held accountable for a series of clerical errors made by DP&L. I should not be made to pay this bill nor should my credit be damaged by their mistake. I want this outstanding bill taken out of my name and I want a letter sent to all 3 credit reporting agencies correcting the issue.

Through all of my research, I learned from the property manager, Will Jacobs, that Jim Davis @ 859-433-1567 was the owner of the home during the time period of this bill. He should be held responsible for this bill if his tenant left it unpaid.

|  |  |  |  |  |   |  |
|--|--|--|--|--|---|--|
| <b>A.</b><br><b>U.S. DEPARTMENT OF HOUSING &amp; URBAN DEVELOPMENT</b><br><b>SETTLEMENT STATEMENT</b>  |  | <b>B. TYPE OF LOAN:</b>  |  |  |   |  |
|  |  | 1. <input type="checkbox"/> FHA  |  | 2. <input type="checkbox"/> FmHA                       |   | 3. <input type="checkbox"/> CONV. UNINS. |
|  |  | 4. <input type="checkbox"/> VA   |  | 5. <input type="checkbox"/> CONV. INS.                 |   |  |
|  |  | 6. FILE NUMBER:<br>117372  |  |  |   |  |
|  |  | 7. LOAN NUMBER:  |  |  |   |  |
|  |  | 8. MORTGAGE INS CASE NUMBER:   |  |  |   |  |
| <b>C. NOTE:</b> This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals. |  |  |  |  |   |  |
| <b>D. NAME AND ADDRESS OF BORROWER:</b><br><br>Intuitive Properties, Ltd<br>P.O. Box 1616<br>Danville, KY 40423  |  | <b>E. NAME AND ADDRESS OF SELLER:</b><br><br>James J. Moller<br>Beth Moller  |  | <b>F. NAME AND ADDRESS OF LENDER:</b><br><br>Cash Sale |   |  |
| <b>G. PROPERTY LOCATION:</b><br>44 E. Fairview Avenue<br>Dayton, OH 45405<br>Montgomery County, Ohio<br>Lot No. 30026-27 PTS<br>City of Dayton<br>PID R72 06104 0016   |  | <b>H. SETTLEMENT AGENT:</b><br>Sterling Land Title North, LLC.<br><br><b>PLACE OF SETTLEMENT</b><br>402 Corporate Center Drive<br>Vandalia, Ohio 45377 |  |  | <b>I. SETTLEMENT DATE:</b><br><br>February 21, 2013 |  |
| <b>J. SUMMARY OF BORROWER'S TRANSACTION</b>  |  |  |  | <b>K. SUMMARY OF SELLER'S TRANSACTION</b>              |   |  |
| <b>100. GROSS AMOUNT DUE FROM BORROWER:</b>  |  |  |  | <b>400. GROSS AMOUNT DUE TO SELLER:</b>                |   |  |
| 101. Contract Sales Price 17,000.00  |  |  |  | 401. Contract Sales Price 17,000.00                    |   |  |
| 102. Personal Property   |  |  |  | 402. Personal Property                                 |   |  |
| 103. Settlement Charges to Borrower (Line 1400) 453.00   |  |  |  | 403.   |   |  |
| 104.   |  |  |  | 404.   |   |  |
| 105.   |  |  |  | 405.   |   |  |
| <i>Adjustments For Items Paid By Seller in advance</i>   |  |  |  | <i>Adjustments For Items Paid By Seller in advance</i> |   |  |
| 106. City/Town Taxes to  |  |  |  | 406. City/Town Taxes to                                |   |  |
| 107. County Taxes to   |  |  |  | 407. County Taxes to                                   |   |  |
| 108. Assessments to  |  |  |  | 408. Assessments to                                    |   |  |
| 109.   |  |  |  | 409.   |   |  |
| 110.   |  |  |  | 410.   |   |  |
| 111.   |  |  |  | 411.   |   |  |
| 112.   |  |  |  | 412.   |   |  |
| 120. GROSS AMOUNT DUE FROM BORROWER 17,453.00  |  |  |  | 420. GROSS AMOUNT DUE TO SELLER 17,000.00              |   |  |
| <b>200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:</b>  |  |  |  | <b>500. REDUCTIONS IN AMOUNT DUE TO SELLER:</b>        |   |  |
| 201. Deposit or earnest money  |  |  |  | 501. Excess Deposit (See Instructions)                 |   |  |
| 202. Principal Amount of New Loan(s)   |  |  |  | 502. Settlement Charges to Seller (Line 1400) 3,031.63 |   |  |
| 203. Existing loan(s) taken subject to   |  |  |  | 503. Existing loan(s) taken subject to                 |   |  |
| 204.   |  |  |  | 504. Payoff of first Mortgage                          |   |  |
| 205.   |  |  |  | 505. Payoff of second Mortgage                         |   |  |
| 206.   |  |  |  | 506.   |   |  |
| 207.   |  |  |  | 507.   |   |  |
| 208.   |  |  |  | 508.   |   |  |
| 209.   |  |  |  | 509.   |   |  |
| <i>Adjustments For Items Unpaid By Seller</i>  |  |  |  | <i>Adjustments For Items Unpaid By Seller</i>          |   |  |
| 210. City/Town Taxes to  |  |  |  | 510. City/Town Taxes to                                |   |  |
| 211. County Taxes 01/01/13 to 02/21/13 177.20  |  |  |  | 511. County Taxes 01/01/13 to 02/21/13 177.20          |   |  |
| 212. Assessments to  |  |  |  | 512. Assessments to                                    |   |  |
| 213.   |  |  |  | 513.   |   |  |
| 214.   |  |  |  | 514.   |   |  |
| 215. Asterisked (*) Items Indicate   |  |  |  | 515.   |   |  |
| 216. \$ in Seller Paid   |  |  |  | 516.   |   |  |
| 217. Closing Costs   |  |  |  | 517.   |   |  |
| 218.   |  |  |  | 518.   |   |  |
| 219.   |  |  |  | 519.   |   |  |
| 220. TOTAL PAID BY/FOR BORROWER 177.20   |  |  |  | 520. TOTAL REDUCTION AMOUNT DUE SELLER 3,208.83        |   |  |
| <b>300. CASH AT SETTLEMENT FROM/TO BORROWER:</b>   |  |  |  | <b>600. CASH AT SETTLEMENT TO/FROM SELLER:</b>         |   |  |
| 301. Gross Amount Due From Borrower (Line 120) 17,453.00   |  |  |  | 601. Gross Amount Due To Seller (Line 420) 17,000.00   |   |  |
| 302. Less Amount Paid By/For Borrower (Line 220) ( 177.20)   |  |  |  | 602. Less Reductions Due Seller (Line 520) ( 3,208.83) |   |  |
| 303. CASH ( X FROM ) ( TO ) BORROWER 17,275.80   |  |  |  | 603. CASH ( X TO ) ( FROM ) SELLER 13,791.17           |   |  |

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein.

Borrower

Intuitive Properties, Ltd

BY

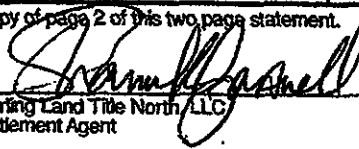
Seller

James J. Moller

Beth Moller

| L. SETTLEMENT CHARGES  |                    |   |                | PAID FROM<br>BORROWERS<br>FUNDS AT<br>SETTLEMENT | PAID FROM<br>SELLERS<br>FUNDS AT<br>SETTLEMENT |
|--|--------------------|---|----------------|--|--|
| <b>700. TOTAL COMMISSION Based on Price</b>  |                    |   |                |  |  |
| Division of Commission (line 700) as Follows:  |                    |   |                |  |  |
| 701. \$ 1,500.00   | to                 | Keller Williams Home Town Realty, LLC         |                |  |  |
| 702. \$ 1,000.00   | to                 | Keller Williams Home Town Realty, LLC         |                |  |  |
| 703. Commission Paid at Settlement   |                    |   |                |  | 2,500.00                                       |
| 704. _____ to _____  |                    |   |                |  |  |
| <b>800. ITEMS PAYABLE IN CONNECTION WITH LOAN</b>  |                    |   |                |  |  |
| 801. Loan Origination Fee  | %                  | to  |                |  |  |
| 802. Loan Discount   | %                  | to  |                |  |  |
| 803. Appraisal Fee   |                    | to  |                |  |  |
| 804. Credit Report   |                    | to  |                |  |  |
| 805. Lender's Inspection Fee   |                    | to  |                |  |  |
| 806. Mortgage Ins. App. Fee  |                    | to  |                |  |  |
| 807. Assumption Fee  |                    | to  |                |  |  |
| 808.   |                    |   |                |  |  |
| 809.   |                    |   |                |  |  |
| 810.   |                    |   |                |  |  |
| 811.   |                    |   |                |  |  |
| <b>900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE</b>                               |                    |   |                |  |  |
| 901. Interest From   | to                 | @ \$  | /day ( days %) |  |  |
| 902. MIP Tollns. for LifeOfLoan  | for                | months to                                     |                |  |  |
| 903. Hazard Insurance Premium for  | 1.0 years to       |   |                |  |  |
| 904.   |                    |   |                |  |  |
| 905.   |                    |   |                |  |  |
| <b>1000. RESERVES DEPOSITED WITH LENDER</b>  |                    |   |                |  |  |
| 1001. Hazard Insurance   | months @ \$        | per month                                     |                |  |  |
| 1002. Mortgage Insurance   | months @ \$        | per month                                     |                |  |  |
| 1003. City/Town Taxes  | months @ \$        | per month                                     |                |  |  |
| 1004. County Taxes   | months @ \$        | per month                                     |                |  |  |
| 1005. Assessments  | months @ \$        | per month                                     |                |  |  |
| 1006.  | months @ \$        | per month                                     |                |  |  |
| 1007.  | months @ \$        | per month                                     |                |  |  |
| 1008. Aggregate Adjustment   | months @ \$        | per month                                     |                |  |  |
| <b>1100. TITLE CHARGES</b>   |                    |   |                |  |  |
| 1101. Settlement or Closing Fee  | to                 | Sterling Land Title North, LLC.               |                | 175.00   |  |
| 1102. Disbursement Fee   | to                 | Sterling Land Title North, LLC.               |                |  | 75.00  |
| 1103. Title Examination  | to                 | Sterling Land Title North, LLC.               |                | 200.00   |  |
| 1104. Title Insurance Binder   | to                 | Sterling Land Title North, LLC.               |                | 50.00  |  |
| 1105. Document Preparation   | to                 | Dinsmore & Shohl, LLP                         |                |  | 75.00  |
| 1106. Overnight Fee  | to                 | Sterling Land Title North, LLC.               |                |  | 70.00  |
| 1107. Closing Protection Letter  | to                 | Old Republic National Title Insurance Company |                |  |  |
| (includes above item numbers: _____)   |                    |   |                |  |  |
| 1108. Title Insurance  | to                 | Old Republic National Title Insurance Company |                |  | 175.00   |
| (includes above item numbers: _____)   |                    |   |                |  |  |
| 1109. Lender's Coverage  | \$                 |   |                |  |  |
| 1110. Owner's Coverage   | \$                 | 17,000.00                                     | 175.00         |  |  |
| 1111.  |                    |   |                |  |  |
| 1112.  |                    |   |                |  |  |
| 1113.  |                    |   |                |  |  |
| <b>1200. GOVERNMENT RECORDING AND TRANSFER CHARGES</b>                                   |                    |   |                |  |  |
| 1201. Recording Fees: Deed \$  | 28.00; Mortgage \$ |   | Releases \$    | Recording Service                                | 28.00  |
| 1202. City/County Tax/Stamp: Deed  | 51.50; Mortgage    |   |                |  | 51.50  |
| 1203. State Tax/Stamp:   | Mortgage           |   |                |  |  |
| 1204.  |                    |   |                |  |  |
| 1205.  |                    |   |                |  |  |
| <b>1300. ADDITIONAL SETTLEMENT CHARGES</b>   |                    |   |                |  |  |
| 1301. Survey   | to                 |   |                |  |  |
| 1302. Pest Inspection  | to                 |   |                |  |  |
| 1303. Water Bill   | to                 | City of Dayton                                |                |  | 85.13  |
| 1304.  |                    |   |                |  |  |
| 1305.  |                    |   |                |  |  |
| <b>1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)</b> |                    |   |                | 453.00   | 3,031.63                                       |

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of this two page statement.

  
Sterling Land Title North, LLC  
Settlement Agent