Ohio | Public Utilities Commission

17-1563-EL-CSS

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

Formal Complaint Form

1377 berwed Aut
City State Zip
Account Number
Customer Service Address (if different from above)
City State Zip
ional sheets if necessary)
Signature Signature Customer Telephone Number

Upon the filing of a complaint by one hundred subscribers or five per cent of the subscribers to any telephone exchange, whichever number be smaller, or by the legislative authority of any municipal corporation served by such telephone company that any regulation, measurement, standard of service, or practice affecting or relating to any service furnished by the telephone company, or in connection with such service is, or will be, in any respect unreasonable, unjust, discriminatory, or preferential, or that any service is, or will be, inadequate or cannot be obtained, the commission shall fix a time for the hearing of such complaint.

The hearing provided for in the next preceding paragraph shall be held in the county wherein resides the majority of the signers of such complaint, or wherein is located such municipal corporation. Notice of the date, time of day, and location of the hearing shall be served upon the telephone company complained of, upon each municipal corporation served by the telephone company in the county or counties affected, and shall be published for not less than two consecutive weeks in a newspaper of general circulation in the county or counties affected.

Such hearing shall be held not less than fifteen nor more than thirty days after the second publication of such notice.

7.5.17

Monique Moore 12727 Benwood Ave. Cleveland, Ohio 44105 (216) 780-4824

Public Utilities Commission of Ohio Docketing Division 180 E. Broad St. Columbus, Ohio 43215-3793

To Whom It May Concern:

Approximately two and a half years ago, a Meter Reader representing the Illuminating Company came to read the meter at 12727 Benwood Ave., Cleveland, Ohio 44105. Because I had painted the house, paint spattered on the meter. The Meter Reader assumed that there was a fire.

With this unwarranted and misinformation, the Illuminating Company abruptly and illegally disconnected services. However, at no time did the Meter Reader and/or the Illuminating Company contact the homeowner, Police Department or Fire Department to determine whether or not a fire had in fact occurred. The Illuminating did not obtain a statement from the homeowner, a police or fire report. They never sent a letter/notification of disconnection, or warned the homeowner of any potential dangers that they claimed they observed at the property. Instead, they denied access to an essential resource based on an assumption.

As a result of their lack of investigation and sole reliance on speculation, they denied me services and forced me to perform unnecessary compliance requirements that caused unnecessary and unexpected economic hardship.

In order to get power restored, I had to either get a letter from a licensed electrician or a letter from a City of Cleveland Inspector. I contacted both. The City Inspector only required that I put a plastic bracket on the breaker box to stabilize the main breaker. I was to upload a photo of the bracket to the Inspector so that she could then pass the electrical box and submit the paperwork for services to be restored. Upon completing this requirement, I called the City Inspector and learned that she had been fired. I subsequently called the Electrician and was told that he was in the hospital and will no longer be available.

It was also during this time that I too would go through my own personal tragedy. My son was shot at this property. With everything that was going on in my life and on Benwood in particular, I decided to continue to rent one unit and leave the other empty while I helped my son on his road to recovery.

I then began renovating the property sporadically. In February of 2017, I finished renovating the second unit. In April, the tenant wanted to move into the unit. He

attempted to have the lights turned on in the upstairs unit. In April when the Illuminating worker came out to turn on services for the new tenant, he/she saw that someone had tampered with the electricity by placing a "jumper" on the meter. I informed them that the only person that may have done this was my former tenant Jeffery Buchanan.

The Illuminating Company indicated that since I was the homeowner then I was responsible. The Illuminating Company indicated that rather than pay the tampering charge from April on, they were charging me \$2500 for tampering dating back to 2015. They went on to explain that since I did not follow through with completing the turn-on in 2015, then I must have been stealing services from them. I explained my situation with my son, which can be verified with police and hospital reports, the reason I had to postpone having the services turned on. They insisted with the assumption that I was stealing.

The inflammatory comment was tactless, unnecessary, insulting, and inaccurate. I explained to them that I had absolutely no knowledge of tampering until I called to see why the new tenant could not get services turned on in his name. I also explained to them that I had no knowledgeable of how to connect services and what it looks like to "splice and/or jump" wires in the electrical box, nor did I receive notice of tampering. In fact, every month for 24 months from 2015 to April 2017, the Meter Reader never reported or detected any tampering.

Furthermore, I explained that if I was complicit in the act of stealing services since 2015, why would I now, after two years, have a tenant call to place services in his name, and more importantly, why would I have not just simply disconnected and unjump the wires prior to the Illuminating Company installing new services, especially if I had prior knowledge of utility theft?

In light of the fact that the Illuminating Company discovered tampering in April of 2017, does not mean that tampering took place in 2015; furthermore, the Illuminating Company had no right to disconnect services based on pure conjecture without firm evidence of there being a fire in the first place.

Moreover, the Illuminating Company:

- 1. Assumed that there was a fire at the above listed property.
- 2. Improperly Disconnected services based on an assumption.
- 3. Failed to substantiate or demonstrate whether or not a fire had occurred at the property with a homeowner's statement, police report, or fire report.
- 4. Denied services and caused an unnecessary financial burden on the homeowner.
- 5. Accused the homeowner of stealing services. Whether I had knowledge or not of an alleged theft of utility services, I, the homeowner, never received any information from the utility company verifying the alleged theft.

For these reasons, I must file a complaint in hopes that my utilities can be restored.

Thank you,

Monique Moore