

**BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI**



Peter Howard,

Complainant,

v.

Union Electric Company, d/b/a Ameren Missouri,

Respondent

**File No. EC-2013-0524**

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**REPORT AND ORDER**

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**Issue Date: October 15, 2014**

**Effective Date: November 14, 2014**

# BEFORE THE PUBLIC SERVICE COMMISSION OF THE STATE OF MISSOURI

Peter Howard,	)	
Complainant,	)	
v.	)	<b><u>File No. EC-2013-0524</u></b>
Union Electric Company, d/b/a Ameren Missouri,	)	
Respondent	)	

## **Appearances**

Peter Howard, Complainant, pro se

Sarah Giboney, Attorney for Respondent Union Electric Company, d/b/a Ameren Missouri

Tim Opitz<sup>1</sup>, Attorney for the Staff of the Missouri Public Service Commission

Judge: Kennard Jones, Senior Regulatory Law Judge

## **REPORT AND ORDER**

### **Background**

Peter Howard has rental property at 4453 Athlone in St. Louis. He rented the property for a period of time until February 20, 2013, when the lessee moved out and requested that service be discontinued. The property remained uninhabited but the electricity remained on. Through several notices, Ameren Missouri (Ameren) attempted to determine who was using the electric service in order to establish a new account. Because the company received no response, it disconnected the service.

Meanwhile, Mr. Howard had arranged to rent the property to another tenant. On May 22, 2013, that new tenant contacted Ameren to establish service and informed the

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<sup>1</sup> Mr. Time Opitz handled this matter for the Staff of the Missouri Public Service Commission, but the file has been reassigned to Mr. Nathan Williams.

company that Mr. Howard was the landlord. Ameren contacted Mr. Howard to verify that the property was to be rented and to discuss the charges that accrued while the property sat empty and the service remained on. Although Mr. Howard now contends that he did not agree to accept responsibility for the service during the interim period, the facts show otherwise. He also argues that the prospective tenant was unable to get service because Ameren wrongfully billed him for service. The facts do not support this argument.

Finally, Mr. Howard filed a previous complaint with the Commission. The order was issued in 2008 and the Commission found that Mr. Howard was responsible for a certain amount. Mr. Howard did not pay the amount owed. The company has therefore transferred that amount to the account established for the interim period of February 20, 2013 through May 24, 2013. Mr. Howard argues that the company has agreed, through a collection agency, to settle the total sum for \$125. The evidence does not support an agreement between Mr. Howard and the collection agency.

### **Findings of Fact**

1. The Commission issued a Report and Order on December 11, 2008, finding that Ameren did not violate any Commission rule, tariff or law and denying Mr. Howard's request that charges be removed from his Ameren bill.<sup>2</sup>

2. The address for which the Commission held Mr. Howard responsible for electric service was 4111 Maffitt, St. Louis, Missouri.<sup>3</sup>

3. Although the Commission ruled in Ameren's favor, the balance from the account went unpaid.<sup>4</sup>

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<sup>2</sup> Case No. EC-2008-0329, Report and Order issued on December 11, 2008

<sup>3</sup> Case No. EC-2008-0329, Report and Order issued on December 11, 2008.

<sup>4</sup> Ameren Exhibit 2HC.

4. On June 17, 2013, Mr. Howard filed this current complaint with the Missouri Public Service Commission.<sup>5</sup>

5. 4453 Athlone is the address relevant to Mr. Howard's current complaint.<sup>6</sup>

6. Mr. Howard is a co-owner and landlord of 4453 Athlone.<sup>7</sup>

7. Mr. Howard had a tenant, Alicia Bell, who moved out of the house on Athlone and requested disconnection on February 20, 2013.<sup>8</sup>

8. Ameren sent a notice to 4453 Athlone, dated March 4, 2013, that an order for service had not been placed in anyone's name and that it was necessary for someone to contact Ameren to secure active electric service.<sup>9</sup>

9. In order to maintain service, Ameren sent three notices in an attempt to determine who the occupant was at 4453 Athlone.<sup>10</sup>

10. Although no one was residing there, Mr. Howard wanted the electricity to remain on at the Athlone address for security reasons.<sup>11</sup>

11. Mr. Howard did not contact Ameren to ensure that the service remained on.

12. On May 21, 2013, Ameren disconnected service at 4453 Athlone.<sup>12</sup>

13. Ben Scott contacted Ameren on May 22, 2013, to request that service be turned on at 4453 Athlone because he planned to move in as a tenant of Mr. Howard.<sup>13</sup>

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<sup>5</sup> This docket, Item 1.

<sup>6</sup> Ameren Exhibit No. 3.

<sup>7</sup> Transcript, page 72, lines 4-16.

<sup>8</sup> Transcript, page 82, line 7; page 91, lines 14-16.

<sup>9</sup> Ameren Exhibit No. 6.

<sup>10</sup> Transcript, page 78, lines 19-23

<sup>11</sup> Transcript, page 47, lines 1-8; page 74, lines 4-5.

<sup>12</sup> Transcript, page 78, lines 4-24; Ameren Exhibit 4, page 2; entry on 2013-05-21.

<sup>13</sup> Transcript, page 70, lines 5-24.

14. Also, on May 22, 2013, Ameren contacted Mr. Howard with regard to the prospective tenant and to discuss the outstanding balance at the Athlone address that accrued between February 20 and the date the account was to be transferred to Ben Scott.<sup>14</sup>

15. During the conversation with Ameren, Mr. Howard accepted responsibility for the outstanding balance on the account.<sup>15</sup>

16. Ameren transferred the balance from Mr. Howard's account on Maffitt to his account on Athlone.<sup>16</sup>

17. Service was placed in an account at the Athlone address in Ben Scott's name on May 24, 2013.<sup>17</sup>

18. Mr. Howard was billed for service at 4453 Athlone from the time Alicia Bell moved out on February 20, 2013, to the time Ben Scott moved in on May 24, 2013.

19. Aargon Collection Agency sent Mr. Howard a letter, dated November 21, 2013, concerning the amount owed to Ameren.<sup>18</sup>

20. Of several letters, this was the last communication from Aargon.<sup>19</sup>

21. Mr. Howard had a telephone conversation with Aargon prior to the date of the letter dated November 21, 2013.<sup>20</sup>

22. Although it was sent subsequent to the telephone conversation, the letter does not reflect the amount Mr. Howard states he and the collection agency agreed on during that telephone conversation.<sup>21</sup>

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<sup>14</sup> Transcript, page 74, line 23 through page 75, line 22.

<sup>15</sup> Transcript, page 74, line 23 through page 75, line 22.

<sup>16</sup> Ameren Exhibit 3 HC.

<sup>17</sup> Transcript, page 83, lines 2-6.

<sup>18</sup> Petitioner's Exhibit 3.

<sup>19</sup> Transcript, page 30, lines 10-11.

## Conclusions of Law

### Jurisdiction

The Commission has jurisdiction because Mr. Howard has filed a complaint with the Missouri Public Service Commission against Ameren,; a public utility regulated by this Commission.<sup>22</sup>

### Burden of Proof

Mr. Howard has the burden of proving that “more likely than not” Ameren violated a statute, rule, tariff or order of the Commission.<sup>23</sup>

### Commencing Service

A utility shall not refuse to commence service to an applicant for failure to pay the bill of another customer<sup>24</sup> and shall commence service no later than three business days after to the date specified by the customer.<sup>25</sup>

### Transferring bill to another account

The company is allowed through its tariff to transfer an unpaid balance of Mr. Howard’s Maffitt account to his Athlone account.<sup>26</sup>

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<sup>20</sup> Transcript, page 31, lines 4-14.

<sup>21</sup> Transcript, page 31, lines 12-19.

<sup>22</sup> Section 386.390.1, RSMo.

<sup>23</sup> *State ex rel. GS Technologies Operating Co., Inc. v. Pub. Serv. Comm’n of State of Mo.*, 116 S.W.3d 680, 693 (Mo. Ct. App. 2003) [addresses who has the burden]; *Bonney v. Environmental Engineering, Inc.*, 224 S.W.3d 109, 120 (Mo. Ap. 2007) [states that the burden of proof is a preponderance of the evidence]; *Holt v. Director of Revenue, State of Mo.*, 3 S.W.3d 427,430 (Mo. App. 1999) [interprets “preponderance of the evidence to mean “more likely than not”].

<sup>24</sup> 4 CSR 240-13.035(2)(B).

<sup>25</sup> 4 CSR 240-13.035(3).

<sup>26</sup> Union Electric Co., Electric Service Tariff Sheet No. 101, General Rules and Regulations, I. General Provisions, C. Application for Service.

## **Discussion**

Mr. Howard has not shown that Ameren has violated any statute, Commission rule or order. The facts show that a request for service was made on May 22, 2013 and, because Ameren began service within 3 days, on May 24, the company was in compliance with the Commission's rules. Further, it is clear that Mr. Howard accepted responsibility for the cost of service from February 20, when one tenant moved out of his rental property, to May 24, when the next moved in.

With regard to any settlement, Ameren states that it has not employed Aargon to collect the debt. The Commission makes no finding as to whether Ameren employed Aargon in this case because even if Aargon was acting on behalf of Ameren, there was no agreement to settle the debt for \$125. Mr. Howard stated that during a telephone conversation, he and the company agreed to settle for \$125. However, a subsequent communication sent from Aargon to Mr. Howard does not reflect the prior discussion but rather is a demand for the entire past due amount. From this, the Commission concludes that there was no agreement between Aargon and Mr. Howard.

## **Decision**

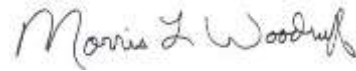
Because Mr. Howard has not shown that Ameren has violated any statute, tariff provision or Commission rule or order, his claim for relief must be denied. Thus, Mr. Howard remains responsible for the amounts due as reflected in Ameren's records.

### **THE COMMISSION ORDERS THAT:**

1. Peter Howard's request for relief is denied.

2. This order shall be effective on November 14, 2014.
3. This case shall be closed on November 15, 2014.

**BY THE COMMISSION**



Morris L. Woodruff  
Secretary



Stoll, W. Kenney, Hall,  
and Rupp, CC., concur;  
Chm. R. Kenney abstain;  
and certify compliance with the  
provisions of Section 536.080, RSMo.

Dated at Jefferson City, Missouri,  
on this 15th day of October, 2014.