

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

GERRY AND SHEILA LITCHFIELD	)	
	)	
COMPLAINANTS	)	
vs.	)	CASE NO. 97-113
	)	
LOUISVILLE GAS AND ELECTRIC	)	
COMPANY	)	
	)	
DEFENDANT	)	

O R D E R

On March 4, 1997, Gerry and Sheila Litchfield filed a complaint against the Louisville Gas and Electric Company ("LG&E"), alleging that LG&E is wrongly attempting to hold them responsible for past due utility bills which are the responsibility of their former tenant, Morris McCrocklin. The past due bills totaled \$1,963.16 and were for electric and gas service rendered by LG&E at 116 East Main Street, Louisville, Kentucky, from August 13, 1991 through February 19, 1992. Attached to the complaint was a copy of a lease dated September 30, 1988 whereby the complainants leased their property at 116 East Main Street to Mr. McCrocklin for the period September 1, 1988 through June 30, 1998. Under the terms of the lease, Mr. McCrocklin was obligated to pay a monthly rental fee and any and all utilities.

LG&E filed an answer to the complaint alleging that the bills in question are the sole responsibility of the complainants because service was in their name during the period of time the bills accrued. The Commission requested additional information from LG&E and that information was filed and included in the record of this case.

Based on the evidence of record and being otherwise sufficiently advised, the Commission finds that a hearing on this complaint is not necessary, in the public interest or for the protection of substantial rights. The billing records filed by LG&E conclusively show that on August 12, 1991 Gerry Litchfield requested service in his name for rental property at 116 East Main Street, Louisville, Kentucky. Due to the existence of an unpaid balance for utility service previously rendered at that address to a prior tenant, LG&E requested Mr. Litchfield to provide proof of ownership of the property. He appeared at LG&E's offices that same day with proof of ownership and service was transferred to the name of Gerry Litchfield on August 13, 1991. Service remained in that name until February 19, 1992 when it was transferred to Eton Services, the new owner of the property at 116 East Main Street.

By requesting the transfer of utility service at 116 East Main Street into his name, Mr. Litchfield became LG&E's customer and financially responsible for all metered gas and electricity until service was transferred to Eton Services on February 19, 1992. The total unpaid balance for service rendered to Mr. Litchfield during that time was \$1,963.16.

The existence of a lease of the property to Mr. McCrocklin, and his contractual obligation to pay any and all utilities, may create for the Litchfields a right to seek reimbursement from Mr. McCrocklin for any utility service he wrongly failed to pay. However, the Commission has no jurisdiction over the issue of reimbursement since LG&E is not a party to the lease. Thus, the Commission cannot hold Mr. McCrocklin responsible for a utility bill for service rendered to Mr. Litchfield at his request.

The Commission notes, however, that pursuant to 807 KAR 5:006, Section 14(1)(f), LG&E may not terminate the Litchfields' service at any point of delivery except the point of delivery at which the unpaid charges were incurred. Since the unpaid charges at issue here were incurred at 116 East Main Street, that is the only location at which service could be terminated for nonpayment.

IT IS THEREFORE ORDERED that this complaint is dismissed.

Done at Frankfort, Kentucky, this 2nd day of July, 1997.

PUBLIC SERVICE COMMISSION

Linda K. Brea Thutt  
Chairman

E. J. H. H.  
Vice Chairman

B. J. Helton  
Commissioner

ATTEST:

Don Mills  
Executive Director