

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

Renee Anderson,	)	
	)	
Complainant,	)	
	)	
v.	)	<b><u>Case No.</u></b>
	)	
Laclede Gas Company,	)	
	)	
Respondent.	)	

**COMPLAINT**

COMES NOW, Renee Anderson, by and through her attorney, Michelle Whitaker Smith, and alleges the following:

1. Complainant, Renee Anderson, currently resides at 5438 Gilmore Ave, St.Louis, Missouri (hereinafter referred to as the "Gilmore Property").
2. Prior to moving in to the Gilmore Property, Complainant resided at 4946 Geraldine, St. Louis, Missouri (hereinafter referred to as the "Geraldine Property").
3. Respondent, Laclede Gas Company, is a public utility under the jurisdiction of the Public Service Commission of the State of Missouri (hereinafter referred to as the "Commission").
4. On or about October 1, 2007, Complainant filed an informal complaint with the PSC regarding Respondent transferring a delinquent account at the Geraldine Property to Complainant.
5. On or about October 18, 2007, the Commission issued its follow up letter

closing the informal investigation and providing notice of the formal complaint process.

A copy of the letter is attached hereto as Exhibit A and incorporated by reference.

6. As the basis of this Complaint, Complainant states the following:

a. Respondent established service in the name of Kevin Jackson at the Geraldine Property from June 30, 2005 through September 13, 2007.

b. Complainant was not Respondent's Customer as defined in 4 CSR 240-13.015.

c. Complainant did not provide a guarantee as defined in 4 CSR 240-13.015.

d. Complainant signed a lease at the Gilmore Property that was effective August 15, 2007 and was no longer an occupant at the Geraldine Property at least as of that date. A copy of said Lease is attached hereto as Exhibit B and incorporated by reference.

e. Upon the initial application for service, Complainant was required to pay an advance deposit of \$828.00 in full prior to establishing service at the Gilmore Property.

f. Respondent failed to provide Complainant a means of paying the deposit in installments in violation of 4 CSR 240-13.030.

g. Complainant has been denied service at the Gilmore Property by Respondent pursuant to the "benefit of service" rule.

h. Respondent's denial of service at the Gilmore Property violates 4 CSR 240-13.035 in the following ways:

i. Respondent has not attempted to collect the unpaid bill from

the customer of record, Kevin Jackson, and

ii. At the time the application for service was made by Complainant, the Geraldine Property bill was still in dispute.

7. Complainant has directly contacted Respondent about the complaint.

WHEREFORE, Complainant now requests the following relief:

1. The Commission order Respondent to pursue collection attempts of the customer of record, Kevin Jackson, for the unpaid account at the Geraldine Property.

2. The Commission order Respondent to establish service for Complainant at the Gilmore Property in accordance with the law.

3. The Commission make a finding as to whether an advance deposit is authorized under the law and whether installment arrangements of any deposit is authorized for service at the Gilmore Property.

4. The Commission grant any other relief it deems appropriate.

Respectfully submitted,



Michelle Whitaker Smith  
Missouri Bar No. 42869  
4144 Lindell Blvd., Suite 407  
St. Louis, MO 63108  
(314) 533-2088 (phone)  
(314) 533-6510 (fax)  
[smithlegalministry@yahoo.com](mailto:smithlegalministry@yahoo.com)

CERTIFICATE OF SERVICE

Copy of the foregoing was mailed this 20<sup>th</sup> day of November, 2007 to Laclede Gas Company, Legal Department, 720 Olive Street, St. Louis, MO 63101, Kevin A. Thompson, General Counsel, Missouri Public Service Commission, P.O. Box 360, Jefferson City, MO 65102, and Lewis R. Mills, Jr., Public Counsel, Missouri Office of the Public Counsel, P.O. Box 2230, Jefferson City, MO 65102.

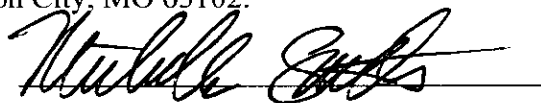
A handwritten signature in black ink, appearing to read "K. A. Thompson", is written over a horizontal line.

Exhibit  
A

## Commissioners

JEFF DAVIS  
Chairman

CONNIE MURRAY

STEVE GAW

ROBERT M. CLAYTON III

LINWARD "LIN" APPLING

**Missouri Public Service Commission**POST OFFICE BOX 360  
JEFFERSON CITY MISSOURI 65102  
573-751-3234  
573-751-1847 (Fax Number)  
<http://www.psc.mo.gov>WESS A. HENDERSON  
Executive DirectorDANA K. JOYCE  
Director, AdministrationROBERT SCHALLENBERG  
Director, Utility ServicesWARREN WOOD  
Director, Utility OperationsCOLLEEN M. DALE  
Secretary/Chief Regulatory Law JudgeKEVIN A. THOMPSON  
General Counsel

October 18, 2007

Ms. Renee Anderson  
438 Gilmore Avenue, 1<sup>st</sup> Floor  
St. Louis, MO 63120

Dear Ms. Anderson:

This letter is a follow up to the complaint you filed October 1, 2007, regarding Laclede Gas Company (Laclede) transferring a bill to your account. After my initial review of your complaint matter, I contacted the company to obtain additional information. Following is a summary of my review of the issues involved in your complaint.

According to Laclede's response, service was established in the name of Kevin Jackson for 4946 Geraldine from June 30, 2005 through September 13, 2007. On September 17, 2007, the final bill of \$3,868.49 was rendered and still remains unpaid. You indicated in your complaint that the company refused to schedule a turn-off for you because you were not the account holder between June 2006 and August 2007; however, Laclede has no notations on the account that you contacted the company to even inquire about a turn-off.

On June 6, 2006, Mr. Jackson contacted Laclede to inquire about the Clean Sweep Program. The representative advised him that the Clean Sweep Program was an Ameren program. Mr. Jackson indicated he was not working and was unable to make a payment; the representative advised Mr. Jackson that no payment arrangement could be made on the account. No turn-off was requested at this time.

On November 13, 2006, Laclede was notified by Human Development Corporation (HDC) that Mr. Jackson was approved to receive heating assistance. He received \$283.00 from the Low Income Heating Energy Assistance Program (LIHEAP), \$217.00 from the Energy Crisis Intervention Program (ECIP) and \$300.00 from the Dollar-Help Program.

The representative stated that you admitted to moving out on August 15, 2007 and thought the service was turned off shortly thereafter. On September 20, 2007 you contacted the company and were advised by the representative you would need to pay an advance deposit of \$828.00 due to a bankruptcy you filed in October, 2005 for service at 2125 Sun Valley (service from January, 2004 to September, 2004). You then inquired if your daughter Mesha, who is also on the lease, could obtain service. The Laclede representative contacted the Credit and Collection Department to determine if Mesha could request a turn-on of service. The Credit and Collection Department confirmed that Mesha had no association to the 2125 Sun Valley address. She could schedule a Collection Department (CD) investigation, and if approved, then service could be established for her; however, the call disconnected while on Mesha was on hold. A few minutes later Mesha contacted Laclede to establish service at the Gilmore property. The information required for a CD investigation was explained to Mesha; she was advised to call back when she obtained the information.

Ms. Renee Anderson  
October 18, 2007  
Page 2

On September 28, 2007 you and Mesha visited Laclede's Business Office requesting a turn on for the Gilmore property. You are the primary lease holder and Mesha was also on the lease. A social trace placed both you and Mesha at the Geraldine address. You were both advised that the debit from 4946 Geraldine address would need to be paid since you both admitted to living at the Geraldine address for the last two (2) years. However, you both believed that since the bill was in Mr. Jackson's name, who was your boyfriend, you and Mesha should not be held responsible for the bill; the company's representative explained to you and Mesha of the benefit of service rule.

Laclede's Credit and Collection Department contacted the landlord of the Geraldine property, who stated they were not aware of Mr. Jackson ever residing there. The landlord stated this property had recently been rented to you and Mesha.

Laclede's Credit and Collection Department maintains that you need to pay both the debt at the Geraldine property for \$3,838.49 due to the benefit of service rule, and the advance deposit of \$828.00 for a total of \$4,666.49. Should Mesha request service on the Gilmore property, the bill from the Geraldine property of \$3,838.49 would need to be paid before service could be established, no advance deposit would be required.

Laclede is maintaining its position for the following reasons:

- An Assistant Manager of the Credit and Collection Department personally contacted the Geraldine property Landlord on October 2, 2007. When questioned, the landlord indicated that you had not moved out until September 1, 2007 and that Mr. Jackson was not at the property. The landlord further indicated that she knew of "some sort of agreement" where the utilities were in Mr. Jackson's name.
- Laclede has no record of you or Mr. Jackson requesting a turn-off at the Geraldine property. The service was taken out of Mr. Jackson's name when the Landlord contacted Laclede and requested the services be transferred into her name effective September 13, 2007.

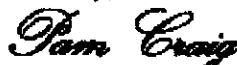
I have enclosed a copy of the Commission's rule along with Laclede's approved tariff regarding benefit of service.

This concludes our investigation of your informal complaint. Receipt of this letter serves as your notice of closure into this matter. If you are dissatisfied with the resolution, it is our responsibility to advise you that under Commission rule 4 CSR 240-13.070 (4), you may file a formal complaint.

For your convenience, please contact us within 31 days from the date of this letter to request a formal complaint packet. The formal complaint process is a quasi-judicial process similar to a civil court hearing, whereby all parties are responsible for presenting their facts to the Commission.

I hope that I have been able to address your concerns. Thank you for contacting our office regarding this matter. If I can assist you further in any way, please do not hesitate to contact me at 1-800-392-4211.

Sincerely,



Consumer Services Specialist II  
Missouri Public Service Commission

Enclosure

# Residential Lease

APARTMENT -- CONDOMINIUM -- HOUSE

BY THIS AGREEMENT made and entered into on August 15, 2007,  
between John Davis herein referred to as Lessor, and Kenee Anderson  
herein referred to as Lessee, Lessor leases to Lessee the premises situated at 5438 Gilmore  
in the City of ST. LOUIS,  
County of \_\_\_\_\_, State of MO. 63121,  
and more particularly described as follows:

together with all appurtenances, for a term of 1 years, to commence on August 15, 2007, and to end on  
August 15, 2008, at 6:00 o'clock P. m.

1. Rent. Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of Five hundred  
Fifty Dollars (\$ 550.00) per month in advance on the 15<sup>th</sup> day of each calendar month  
beginning August 15<sup>th</sup>, 2007, at 1508 Nadine Ct,  
City of ST. LOUIS, State of MO. 63121,  
or at such other place as Lessor may designate.

2. Form of Payment. Lessee agrees to pay rent each month in the form of one personal check, OR one cashier's check, OR  
one money order made out to John E. Davis.

3. Late Payments. For any rent payment not paid by the date due, Lessee shall pay a late fee in the amount of Twenty  
Five After 5 Day Dollars (\$ 25.00).

4. Returned Checks. If, for any reason, a check used by Lessee to pay Lessor is returned without having been paid, Lessee  
will pay a charge of Twenty Five Dollars (\$ 25.00) as additional  
rent AND take whatever other consequences there might be in making a late payment. After the second time a Lessee's check is  
returned, Lessee must thereafter secure a cashier's check or money order for payment of rent.

5. Security Deposit. On execution of this lease, Lessee deposits with Lessor Five hundred & Fifty  
Dollars (\$ 550.00) receipt of which is acknowledged by Lessor, as security for the faith-  
ful performance by Lessee of the terms hereof, to be returned to Lessee, without interest, except where required by law, on the  
full and faithful performance by him of the provisions hereof.

6. Quiet Enjoyment. Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall  
peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.

7. Use of Premises. The demised premises shall be used and occupied by Lessee exclusively as a private single family resi-  
dence, and neither the premises nor any part thereof shall be used at any time during the term of this lease by Lessee for the  
purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family  
residence. Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities  
affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto, during the  
term of this lease.

8. Number of Occupants. Lessee agrees that the demised premises shall be occupied by no more than 4 persons,  
consisting of 2 adults and 2 children under the age of 20 years, without the written consent of Lessor.

314-341-1422 Cell,  
314-381-9440 (H)

Exhibit  
B