



Agenda Date: 4/27/16
Agenda Item: 7C

STATE OF NEW JERSEY
Board of Public Utilities
44 South Clinton Avenue, 3rd Floor, Suite 314
Post Office Box 350
Trenton, New Jersey 08625-0350
www.nj.gov/bpu/

CUSTOMER ASSISTANCE

SHAMIKA HARPER,)	ORDER ADOPTING
Petitioners,)	INITIAL DECISION
)	
v.)	
)	
ATLANTIC CITY ELECTRIC COMPANY,)	BPU Docket No. EC14060549U
Respondent.)	OAL Docket No. PUC 14564-14

Parties of Record:

Shamika Harper, petitioner, *pro se*
Pamela Scott, Esq., on behalf of Respondent, Atlantic City Electric Company

BY THE BOARD:

The within matter is a billing dispute between Shamika Harper ("Petitioner") and Atlantic City Electric Company ("Respondent" or "ACE"). This Order sets forth the background and procedural history of Petitioner's claims and represents the Final Order in the matter pursuant to N.J.S.A. 52:14B-20. Having reviewed the record, Board of Public Utilities ("Board") now **ADOPTS** the Initial Decision rendered on March 7, 2016.

STATEMENT OF THE CASE

On June 6, 2014, Petitioner filed a petition with the Board requesting a formal hearing and disputing bills for electricity services rendered at her prior residence at Erial Road, Blackwood, New Jersey ("the Property"). Petitioner sought a determination that she is not responsible for the amount billed to her because (1) her rent included electricity according to her lease; (2) an illegal meter was installed prior to her moving in her unit; and (3) the electricity was shared between two units.

On July 3, 2014, ACE filed an answer and counterclaim seeking payment from Petitioner for electric charges in the amount of \$11,842,04. Petitioner submitted a supplemental letter dated July 16, 2014, further explaining her claims. The Board transmitted this matter to the Office of Administrative Law ("OAL") as a contested case and the matter was assigned to Administrative Law Judge ("ALJ") W. Todd Miller.

A hearing in this matter was scheduled for April 22, 2015. On that date, Judge Miller held a pre-trial conference with the parties and Petitioner produced a copy of her lease, which states that her rent is \$975 per month with the hand written note of "\$75.00 Toward Electric," next to the typed rent payment provision. However, paragraph nine of the lease states that tenant shall arrange and pay for all utilities including electric. After the pre-trial conference the Judge noted on the record that Ms. Harper raised several issues including: 1) that there was a hand-written notation on her lease indicating that \$75 of the rent would be paid towards the electric bill,¹ 2) the property in question did not have any legitimate authorization for electric service, and 3) the meter at the Property was stolen. In light of these revelations, Judge Miller adjourned the matter for the parties to engage in further discovery.

This matter was rescheduled for a hearing on February 25, 2016, at 1 p.m. Petitioner was sent a notice of hearing by mail and email. Petitioner failed to appear for the February 25, 2016 hearing. ACE appeared with its witnesses and was prepared to proceed. After waiting for approximately forty-five minutes for Petitioner to appear, ALJ Miller conducted a hearing on the counterclaim in the absence of Petitioner.

ACE presented the testimony of David Avedissian, a representative of Tri County Real Estate Maintenance Company ("Tri County"), whom ACE subpoenaed; Judy Rogozinski, a lead analyst and regulatory executive customer relations at ACE; and Douglas Culley, a senior investigator in revenue protection at ACE, who is a retired police officer and a master electrician. ALJ Miller found the testimony of the ACE witnesses to be "reliable" and "credible" as their testimony was corroborated by the evidence including the typed written lease and the meter readings.

Avedissian testified that Petitioner was a tenant at the time Tri County took over management of the Property in the spring of 2012, and that Petitioner was evicted as of July 23, 2012, due to unpaid rent. Avedissian testified that he reviewed the rent payments from Petitioner and that there was no indication that her utilities were being paid by the original landlord or that Petitioner was paying the landlord \$75 towards utilities.

Rogozinski testified that there was no open account for electric service for the Property during the time that Petitioner was a tenant. When Petitioner requested activation of service on January 7, 2009, Rogozinski told Petitioner that a municipal inspection was required before service could be activated. Rogozinski explained that as a standard procedure for ACE, a local electrical inspector must inspect the Property owner's meter box and submit an inspection card called a "cut-in-card" to ACE after the inspection. Rogozinski testified that no "cut-in-card" was ever issued for this Property. Rogozinski also testified that Petitioner had an account, which was closed with an unpaid balance of \$300.91 from August 2005, and that in order for Petitioner to re-activate her account, she had to pay her unpaid balance and put a deposit for approximately two months of service for the new location. Petitioner never paid such amount to re-activate her account.

¹ ALJ Miller later found that the lease "appeared altered due to internal inconsistencies and varied handwriting" because "the handwriting is distinctly different from the limited other hand written entries on the lease" and "the lease was not amended throughout the entire document to be consistent as to utility payments." (Initial Decision 5).

Regarding ACE's policies on stolen meters, Rogozinski explained that a customer is billed for the difference between the last reading on the meter at the legitimate location before it was illegally removed and the reading on the meter at the unauthorized location. Rogozinski testified that there was a stolen meter found at the Property.

Culley testified that a meter found at the Property was stolen in August 2008 from an estate property. He testified that the meter worked properly during all relevant times and the meter was sealed, indicating no one has been inside the meter internally. Culley noted that when the meter was stolen in August 2008, the reading on the meter was 99498 kwh; the reading of meter when it was found at the Property in May 2012 was 67155 kwh. He then testified that based upon the meter readings, the total usage from August 2008 to May 2012 was 67,656 kwh,² and that Petitioner owes the monthly charges from January 2009 to June 2012, with the cost of investigation, in total amount of \$10,839.29.³

On the next day, February 26, 2016, Petitioner called the OAL and stated that she had been in the hospital and thus could not attend the February 25, 2016 hearing. She was instructed to submit medical proof to support her claim, but no proof was submitted.

ALJ Miller closed the record on February 25, 2016, and filed an Initial Decision with the Board on March 7, 2016, dismissing Petitioner's claim, pursuant to N.J.A.C. 1:1-14.4 for failure to appear at the hearing. ALJ Miller granted ACE's counterclaim with the amended amount of \$10,839.29, reflecting the electrical service from January 1, 2009, to June 30, 2012.

On March 18, 2016, pursuant to the Order of Extension, the time limit for the Board to render a Final Decision was extended until June 6, 2016.

Neither party filed exceptions. Petitioner has not provided a proof of her alleged hospitalization.

DISCUSSION

Initially the Board notes that pursuant to N.J.A.C. 1:1-14.4(a), "[i]f, after appropriate notice, neither a party nor a representative appears at any proceeding scheduled by the Clerk or judge, the judge shall hold the matter for one day before taking any action. . . ."

If the judge receives an explanation within one day, N.J.A.C. 1:1-14.4(c) provides that

1. If the judge concludes that there was good cause for the failure to appear, the judge shall reschedule the matter for hearing; or
2. If the judge concludes that there was no good cause for the failure to appear, the judge may refuse to reschedule the matter and shall issue an initial decision explaining the basis for that

² The meter in question turned over, went back to zero and counted forward, and thus 502 kwh (=100,000-99498) was used before the meter turned over to zero. The 502 was then rounded down to 501 in the ACE calculations. 501 was then added to 67155, which was the meter reading when it was discovered at the Property, for a total of 67,656 kwh.

³ Petitioner's lease started on January 1, 2009, and based on the testimony of Avedissian, Petitioner was evicted on July 23, 2012.

conclusion, or may reschedule the matter and, at his or her discretion, order any of the following:

- i. The payment by the delinquent representative or party of costs in such amount as the judge shall fix, to the State of New Jersey or the aggrieved person;
- ii. The payment by the delinquent representative or party of reasonable expenses, including attorney's fees, to an aggrieved representative or party; or
- iii. Such other case-related action as the judge deems appropriate.

[Emphasis added].

Furthermore, pursuant to N.J.A.C. 1:1-14.4(d),

If the appearing party requires an initial decision on the merits, the party shall ask the judge for permission to present ex parte proofs. If no explanation for the failure to appear is received, and the circumstances require a decision on the merits, the judge may enter an initial decision on the merits based on the ex parte proofs, provided the failure to appear is memorialized in the decision.

Here, Petitioner, after appropriate notice, failed to appear for the February 25, 2016 hearing. Because ACE had a counterclaim and had its witnesses prepared to present at the hearing, ALJ Miller, pursuant to N.J.A.C. 1:1-14.4(d), allowed ACE to present ex parte proofs through testimony and submission of the evidence.

In the Initial Decision, the ALJ noted,

While petitioner did contact my staff on February 26, 2016, indicating she had been in the hospital on the hearing date (February 25, 2016), she was advised to submit competent proof that she was actually hospitalized. As of the date of this Initial Decision, no such proof was submitted. Due to the lack of a response from petitioner, there was no further basis to hold up the issuance of the Initial Decision.

Accordingly, the ALJ concluded that there was no good cause for Petitioner's failure to appear, and entered the Initial Decision on March 7, 2016, based on the merits of the ex parte proofs. The Board finds that although Petitioner provided an explanation within one day of her missed hearing date, she did not provide any competent proof to support her claim for failure to appear, and chose not to file any exceptions to the Initial Decision. No good cause is evident for Petitioner's failure to appear. It is important to note that N.J.A.C. 1:1-14.4(a) requires that the judge hold the matter for one (1) day before taking any action. In this matter however, the record was closed on February 25, 2016, the same day that Petitioner was scheduled to appear at the hearing. Nevertheless, the Board **FINDS** that this oversight did not impact the ALJ's decision in this case. N.J.A.C. 1:1-1.3(b) provides for the relaxation of procedural rules in

instances where it would not result in unfairness or injustice. In this matter, both fairness and justice were satisfied. First, although Petitioner provided an explanation within one day of her missed hearing date, she did not provide any competent proof to support her claim for failure to appear prior to the ALJ issuing the Initial Decision. Second, Petitioner was duly served with the Initial Decision, which expressly notified the parties of their right to file exceptions to the Initial Decision within thirteen (13) days of receipt of the decision but failed to file any exceptions or otherwise explain her non-appearance to the Board. Petitioner was properly notified of the hearing, served with the Initial Decision, and given ample opportunity to respond to the adverse ruling, but chose not to do so. Under these circumstances, the one (1) day oversight outlined above had no bearing on Petitioner's due process. Consequently, the Board **FINDS** that the ALJ properly dismissed Petitioner's claim against ACE.

With respect to ACE's counter-claim, the Board concludes that the claim was properly granted by ALJ Miller. In an administrative proceeding, a party seeking relief or action bears the burden of proof by a preponderance of the competent, credible evidence as to those matters that are justifiably before the OAL. See Atkinson v. Parksekian, 37 N.J. 143, 149 (1962). Evidence is found to preponderate if it establishes the reasonable probability of the facts alleged and generates reliable belief that the tended hypothesis, in all likelihood, is true. See Loew v. Union Beach, 56 N.J. Super. 93, 104 (App. Div.), certif. denied, 31 N.J. 75 (1959). N.J.A.C. 1:1-18.6(c) and N.J.S.A. 52:14B-10 both provide that an agency may not reject or modify any finding of fact as to issues of credibility of lay witness testimony unless it first determines from a review of a record that the findings are "arbitrary, capricious or unreasonable, or are not supported by sufficient, competent, and credible evidence in the record."

Here, ALJ Miller found the testimony of the ACE witnesses "reliable" and "credible," and that their testimony was buttressed by the typed written lease, the meter readings, Petitioner's request for activation of service in January 2009, and Petitioner's account with a past due amount from 2005 owed to ACE that was never paid to re-activate. Because the meter was working properly, albeit stolen, the ALJ found that ACE was able to calculate the monthly usage based upon the meter readings and generate monthly billings for Petitioner. As the Petitioner's lease started on January 1, 2009, and her eviction date was July 23, 2012, the ALJ found that Petitioner owes the monthly utility charges from January 1, 2009, to June 2012, in a total amount of \$10,839.29. The ALJ further found that the lease Petitioner provided appeared altered due to internal inconsistencies and varied handwriting, and that Petitioner was responsible for the payment of electric service for the contested period.

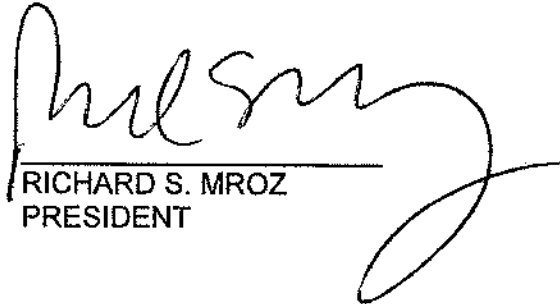
Accordingly, the Board **FINDS** that the ALJ properly found that the bills rendered are accurate reflections of the usage and represent correct billing calculations for the usage from January 1, 2009, to June 2012, and that Petitioner must pay ACE \$10,839.29.

Upon careful review and consideration of the record, the Board **HEREBY FINDS** the findings of facts and conclusions of law of the ALJ to be reasonable and, accordingly, **HEREBY ADOPTS** the Initial Decision. Therefore, the petition in this matter is **HEREBY DISMISSED**, and ACE's counterclaim is **HEREBY GRANTED**.

This order shall be effective on May 7, 2016.

DATED: 4/27/16

BOARD OF PUBLIC UTILITIES
BY:




RICHARD S. MROZ
PRESIDENT



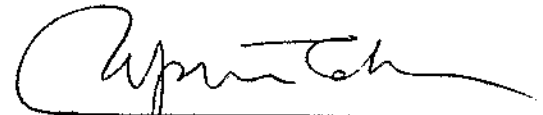
JOSEPH L. FIORDALISO
COMMISSIONER



MARYANNA HOLDEN
COMMISSIONER

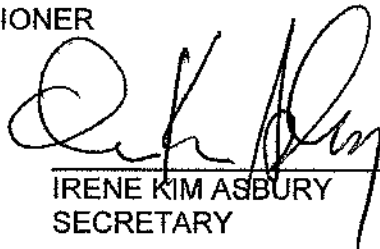


DIANNE SOLOMON
COMMISSIONER



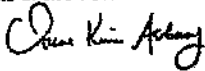
UPENDRA J. CHIVUKULA
COMMISSIONER

ATTEST:



IRENE KIM ASBURY
SECRETARY

I HEREBY CERTIFY that the within
document is a true copy of the original
in the files of the Board of Public Utilities



SHAMIKA HARPER

V.

ATLANTIC CITY ELECTRIC COMPANY

**BPU DOCKET NO. EC14060549U
OAL DOCKET NO. PUC 14564-14**

SERVICE LIST

Shamika Harper
P.O. Box 1722
Laurel Springs, NJ 08021

Pamela J. Scott, Esq.
500 N. Wakefield Drive
Newark, DE 19702
piscott@pepcoholdings.com

Eric Hartsfield, Director
Julie Ford-Williams, Chief
Division of Customer Assistance
Board of Public Utilities
44 South Clinton Avenue, 3rd Floor, Suite 314
Post Office Box 350
Trenton, NJ 08625-0350
Eric.Hartsfield@bpu.state.nj.us
Julie.Ford@bpu.state.nj.us

Andrew Kuntz, Esq.
Division of Law
124 Halsey Street
P.O. Box 45029
Newark, NJ 07101-45029
Andrew.Kuntz@dol.lps.state.nj.us

RECEIVED

MAR 07 2016

BOARD OF PUBLIC UTILITIES
MAIL ROOM



State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

INITIAL DECISION

OAL DKT. NO. PUC 14564-14

AGENCY DKT. NO. EC14060549U

SHAMIKA HARPER,

Petitioner,

v.

ATLANTIC CITY ELECTRIC COMPANY,

Respondent.

Shamika Harper, petitioner, pro se

Pamela Scott, Esq., for respondent

Record Closed: February 25, 2016

Decided: March 7, 2016

BEFORE **W. TODD MILLER, ALJ:**

STATEMENT OF THE CASE

By letter dated July 17, 2014, petitioner, Shamika Harper, challenges certain electric charges billed to her by the Atlantic City Electric Company (ACE or respondent). ACE filed a counterclaim seeking payment from petitioner for electric services in the amount of \$11,842.04. For the reasons discussed below, the claims filed by petitioner

CMS
V. Haynes
D. Lee Thomas
E. Hartsfield
J. Ford
C. Jordan
R. Lambert
B. Agee
J. Gertsman
C. Vachier

are **DENIED** because petitioner failed to appear¹ for the hearing, and the counterclaim sought by ACE, is **GRANTED**.

PROCEDURAL HISTORY

The petitioner requested a fair hearing and the matter was transmitted to the Office of Administrative Law on November 6, 2014, to be heard as a contested case pursuant to N.J.S.A. 52:14B-1 to 15 and 14F-1 to 13. The matter was heard on April 30, 2015, and February 25, 2016. On April 30, 2015, the matter was adjourned so that the parties could conduct further investigation into landlord's whereabouts and whether the tenant was required to pay for electric services under the terms of the lease or whether this provision was modified so that the landlord was obligated pay for the electric service.

SUMMARY OF RELEVANT FACTS

Petitioner was a tenant at property located at XXXX Erial Road, Blackwood, New Jersey from January 1, 2009 to July 23, 2012 (eviction date). Petitioner produced a copy of her lease during the April 22, 2015 hearing. Petitioner's lease states that her rent is \$975 per month (R-4:3). Hand-written in, next to the rent payment provision, are notations that state "\$75 Toward Electric." Contrary to the "hand written" rent provision, paragraph nine states that tenant shall arrange and pay for all utilities including electric (R-4:7).

ACE is the electric service provider, however the property had stolen electric meter installed into the meter box so no usage was ever metered during contested period. According Judy Rogozinski, Lead Analyst for ACE, (Rogozinski) petitioner requested that her service be activated on January 7, 2009. ACE told petitioner that a municipal inspection was required before service could be activated. The local electrical inspector must inspect the property owner's meter box for safety reasons

¹ Petitioner called the OAL on February 26, 2016, and stated to my staff that she had been in the hospital and therefore could not attend the hearing on February 25, 2016. Petitioner was instructed to submit

before services can be activated. The municipality then submits a "cut-in-card" to ACE after the inspection is completed. No "cut-in-card" was ever issued for this property for the period in question.

On May 31, 2012, a meter inspector observed that the meter at petitioner's property was not sealed. This led to an investigation of petitioner's meter and electric usage. Douglas Culley, Senior Investigator for ACE (Cully) conducted the investigation. Culley is a retired police officer as well as a master electrician with nineteen years' experience. He has conducted over eight hundred investigations for ACE. His report in this case states:

On 5/31/12 Greg Worthington M/P, observed meter # 79028070 reading 67155 kwh installed in the meter socket, at this location. He further related that the meter socket was not sealed at that time. He was at that location for a UUEI/O at [XXXX] Erial Rd. He advised that the meter socket for [XXXX] Erial Rd. was sealed with a cut gray demand seal. Meter #79028070 was operating in the socket for #2537.

He advised that he removed the meter and glassed the socket. The socket was locked and sealed.

On 6/21/12 @ 2:40 PM this investigator observed the glassed and locked socket at this location. The meter socket was sealed with wht seal: 0102961 (secure). Meter # 79028070 was stolen from [XXXX] A Blackwood Erial Rd, Erial on or about 08/18/08. The reading on the meter at that time was 99498 kwh. This meter read was 67155 kwh when it was found at this location on 5/31/12. The total kwh consumption on the meter is 67656. The BT seal was secure on the meter. The bayonettes do not show any unusual wear from the frequent removal of the meter.

This investigator spoke to Nicole Beibeau from Tri-County Real Estate. She advised that her company is a rent receiver for the bank. The current tenant is Shamika Harper. Shamika has been a tenant here since January of 2009. Nicole advised that the bank foreclosed on the house.

Tri-County manages the tenant while the house is being prepared for resale. Nicole advised this investigator that

medical proof to support her claim. No such proof was submitted at the time this Initial Decision was issued.

David Avedissian is the attorney for her company. David advised that Shamika has not received an electric bill since she has lived there (Jan 2009). Shamika does not know who installed the meter.

The account will be adjusted from 08/18/08 to 05/31/12 based on the 67656 kwh consumption, which was found on the meter and the COI. (R-3).

David Avedissian, Esq. testified for ACE. Avedissian was the attorney for the property manager (Tri-County/receiver's agent) and filed the eviction against petitioner. George Allen was the original owner of the property located at [XXXX] Erial Road. The property fell into receivership. Petitioner was evicted by Tri-County on July 23, 2012. He also reviewed the rent payments from petitioner when the receiver took over the property. There was no indication that petitioner's utilities were being paid by the landlord or that petitioner was paying the landlord \$75 towards utilities.

Rogozinski analyzed petitioner's account history and reconstructed the account billing for the period in question. Petitioner was last noted as an ACE customer in August 2005. She had an unpaid account balance of \$300.91 (R-2). Petitioner would not be able to activate a new account in 2009, unless she paid off her prior account balance from 2005, according to ACE policy. And a new account would require a deposit for at least two months of service value for the new location. The Erial Avenue location averaged about \$250 per month (R-1), which means a deposit of about \$500 would be required, along with payment of the outstanding balance of \$300.91. Petitioner would have been required to pay ACE about \$800 to activate service at the Erial Avenue location.

Both Culley and Rogozinski explained that the stolen meter still registered kwh usage, because it was plugged into the meter socket. There was nothing wrong with the meter, except for it was stolen. The account and meter reading was not set up in the ACE system, because petitioner never received a "cut-in-card." When the meter was stolen in August 2008 from an estate property (i.e. last reading) the meter reading was at 99498 kwh. The meter continued to operate while at Erial Avenue and it actually turned over (went back to zero counted forward). The reading on May 31, 2012, was

67155. The actual usage for the present contested period was 67656 (67155 plus 501²). ACE was able to calculate the monthly kwh usage based upon the meter readings and was also able to generate monthly billings for petitioner's property.

The lease started on January 1, 2009, and petitioner was evicted on July 23, 2012. ACE recalculated the monthly charges from January 1, 2009 to June 2012, and they total \$10,839.29³. This is the amount that ACE claims is due and owing from petitioner.

There was no testimony from petitioner as she did not appear (See, footnote 1).

FINDINGS OF FACT AND CREDIBILITY

I found the testimony of the ACE witnesses to be reliable and credible even though petitioner did not appear to cross-examine them. Their testimony was buttressed by the typed written lease, the meter readings, petitioner's telephone call to ACE in January 2009 seeking to activate service as per her lease – in her name, along with the past due amount from 2005 owed to ACE. Petitioner needed to come up with substantial sums to re-activate her account due to the past due balance and deposit requirements. The written lease required petitioner to pay for all of her utilities. Paragraph nine of the lease, requiring petitioner to pay for all her utilities, was never amended or altered. Only the rent portion had hand written notations that stated "\$75 Towards Electric". Indeed, the handwriting is distinctly different from the limited other hand written entries on the lease. The lease was not amended throughout the entire document to be consisted as to utility payments. It appeared altered due to internal inconsistencies and varied handwriting.

² 100,000-99498 = 502 kwh before the meter turned over to 0. The 502 was apparently rounded to 501.

³ The original ACE calculations included September 2008 to December 2008. But since the lease is dated January 1, 2009 and petitioner called ACE on January 7, 2009, to inquiry about service, the original schedule of charges was amended by consent during the hearing to conform to the facts in the record. The charges were reduced from \$11,842.04 to \$10,839.29.

I **FIND** that petitioner was the tenant at XXXX Erial Road, Blackwood, New Jersey from January 1, 2009 to July 23, 2012, and that she was responsible for the payment of electric service for the period.

I **FIND** that the billable electrical service from January 1, 2009 through June 30, 2012, was \$10,839.29.

CONCLUSIONS

I **CONCLUDE** that ACE met its burden of proof on its counterclaim that it is due \$10,839.29 from petitioner for the period she resided at [XXXX] Erial Road, Blackwood, New Jersey.

I **CONCLUDE** that petitioner did not meet her burden of proof on her claim that she was not responsible for utilities under her lease, because she failed to appear for the hearing, and for the reasons expressed in my findings of fact.

While petitioner did contact my staff on February 26, 2016, indicating she had been in the hospital on the hearing date (February 25, 2016), she was advised to submit competent proof that she was actually hospitalized. As of the date of this Initial Decision, no such proof was submitted. Due to the lack of a response from petitioner, there was no further basis to hold up the issuance of the Initial Decision.

ORDER


Based upon the forgoing, the relief sought by petitioner is **DENIED**. ACE's counterclaim is **GRANTED** and petitioner must pay ACE \$10,839.29.

I hereby **FILE** my initial decision with the **BOARD OF PUBLIC UTILITIES** for consideration.

This recommended decision may be adopted, modified or rejected by the **BOARD OF PUBLIC UTILITIES**, which by law is authorized to make a final decision in

this matter. If the Board of Public Utilities does not adopt, modify or reject this decision within forty-five days and unless such time limit is otherwise extended, this recommended decision shall become a final decision in accordance with N.J.S.A. 52:14B-10.

Within thirteen days from the date on which this recommended decision was mailed to the parties, any party may file written exceptions with the **SECRETARY OF THE BOARD OF PUBLIC UTILITIES, 2 Gateway Center, Newark, NJ 07102**, marked "Attention: Exceptions." A copy of any exceptions must be sent to the judge and to the other parties.



March 7, 2016

DATE

W. TODD MILLER, ALJ

Date Received at Agency:

March 7, 2016

Date Mailed to Parties:

/jb

WITNESSES AND DOCUMENTS IN EVIDENCE

WITNESSES

For Petitioner:

None

For Respondent:

David Avedissian, Esq.

Judy Rogozinski

Douglas Culley

EXHIBITS

For Petitioner:

None

For Respondent:

R-1 Account Analysis and Reconstruction

R-2 Petitioner's Account from 2005

R-3 Investigation Report

R-4 Lease (Marked - R-4 but was produced by petitioner at the initial hearing)

R-5 ACE Letter to Landlord – Inquiry into Lease Terms