

RCB's USTRA Shutoff Process

1. Thirty (30) days after a First Notice is successfully delivered (a First Notice is considered "successfully" delivered if it is not returned by USPS), a Landlord Notice (copy attached, pgs 2-3) is sent via USPS Certified Mail Return Receipt Requested
 - a. The Landlord Notice states the water will be shut off on or after a date forty-five (45) or more days after the date of the Landlord Notice
 - b. The Landlord Notice states that the tenants will be notified of the shutoff date on or after a date fourteen (14) or more days after the date of the Landlord Notice
 - c. Should the Landlord Notice be returned with no service, a new address is located and a new First Notice is sent
 - d. Stopping the shutoff process at this point:
 - i. The Landlord must enter into an agreement with RCB with a down payment of at least 50% of the balance referred to RCB paid with certified funds (money order or certified check)
2. Once we receive confirmation of delivery from USPS (via a delivery receipt or an "Unclaimed" or "Refused" letter), the Shutoff Notice (copy attached, pg4) is delivered to the violation address via a courier service and the G-Record is processed
 - a. The Shutoff Notice is delivered no earlier than fourteen (14) days after the confirmed delivery date of the Landlord Notice
 - b. The Shutoff Notice states the amount of the last 30-day bill due, which must be paid to stop the shutoff
 - c. The Shutoff Notice states that the water service to the property will be shutoff on or after a date thirty-seven (37) or more days from the date of the Shutoff Notice if the tenant does not take the steps outlined to stop the shutoff
 - d. The Shutoff Notice is hand delivered to the violation address via a courier service
 - i. The courier service confirms delivery with an affidavit and photographic evidence of the posted Shutoff Notice
 - e. Stopping the shutoff process at this point:
 - i. The Landlord can stop the shutoff process by following the steps outlined above.
 - ii. The tenant can stop the shutoff by providing the following:
 1. A copy of their current lease and/or rent receipts for (6) months
 2. Copies of two (2) utility bills in the tenants name
 3. A valid form of Photo ID
 4. A money order or certified check for the amount stated on the shutoff notice
3. Thirty (30) days after the confirmed delivery of the Shutoff Notice, the account is reviewed and, if necessary, the S-Record is processed requesting shutoff on the account in question.
 - a. The S-Record is processed with a Shutoff Date seven (7) days from the date the S-Record is processed.
 - b. Reviewing the account and/or stopping the shutoff process:
 - i. The Landlord can stop the shutoff process by following the steps outlined above.
 - ii. The Tenant can stop the shutoff process by following the steps outlined above.
 - iii. If a payment of the amount due on the Shutoff Notice is received by WRB after the Shutoff Notice has been posted, the Shutoff process is stopped
 - iv. If a payment of the amount due on the Shutoff Notice is received by RCB *from anyone other than the other* with no accompanying documentation, the shutoff is stopped
4. Shutoff Timeline:
 - a. First Notice – Wait 30 days then send
 - b. Landlord Notice – Wait 14 days then post
 - c. Shutoff Notice / G-Record – Wait 37 days then process
 - d. S-Record – Wait 7 days then
 - e. Shutoff Date
 - f. Total Time from confirmed delivery of first notice: Minimum of 58 days

2013

The Tenant and Occupant Application Process



City of Philadelphia

Water Revenue Bureau

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THE TENANT AND OCCUPANT APPLICATION PROCESS

The processing of tenant and occupant applications is a Point-of-Service function. All applications are completed in person by the applicant. Under normal circumstances, it is done in the office at one of our three Walk-in customer service locations. For the applicant who is not ambulatory, we may send out an investigator to facilitate this process.

**THE CUSTOMER WALK-IN UNIT IS LOCATED ON THE
CONCOURSE LEVEL OF THE MUNICIPAL SERVICES BUILDING
1401 JOHN F. KENNEDY BLVD
HOURS OF OPERATION 8:00 AM-5:00PM**

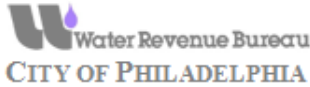
**THE NORTH PHILADELPHIA SATELLITE OFFICE IS LOCATED AT
2761 N. 22ND STREET
HOURS OF OPERATION 8:30 AM-5:00PM**

**THE NORTHEAST SATELLITE OFFICE IS LOCATED AT
9239 REAR ROOSEVELT BLVD
HOURS OF OPERATION 8:30 AM-5:00PM**

Call Center Representatives as well as those serving in other areas of the Water Revenue Bureau generally interact with tenants by telephone or in community outreach settings. While you may not actually process the tenant application, your job is to **coach** the tenant to complete a successful application.

WATER REVENUE BUREAU RESIDENTIAL TENANT APPLICATION

Property Address			Application Date		
Tenant Applicant Information			Owner Information		
Applicant #1					
Last Name _____	First Name _____	MI _____	Last Name _____	First Name _____	MI _____
SS# _____	PA Driver's license # _____		Telephone # _____	Address: _____	
Telephone # _____			House # _____	Street _____	
Applicant #2			City _____	State _____	Zip _____
Last Name _____	First Name _____	MI _____			
SS# _____	PA Driver's license # _____				
Telephone # _____	cell phone/e-mail address _____				
Are you an agent for the owner or previous tenant customer? <input type="checkbox"/> Yes <input type="checkbox"/> No Are you currently receiving water service at another address? <input type="checkbox"/> Yes <input type="checkbox"/> No Do you owe any balances on water service at another property? <input type="checkbox"/> Yes <input type="checkbox"/> No			For staff use only Verified by: _____ Unable to verify by: _____ record _____ rep. _____ date _____		
I/We occupy the referenced service address as (a) residential tenant(s) and agree to pay for water service supplied in my (our) name(s). I/We understand that submission of false or incomplete information may result in the rejection of this application or the revocation of Customer status. I/We understand that upon approval of this of the application, I/We are entitled to the same rights and subject to the same obligations as any other customer of the WRB, including termination of service for non-payment.			Agent Information (if other than owner)		
signature _____ date _____			Name _____		
signature _____ date _____			Telephone # _____		
			Address: _____		
			House # _____ Street _____		
			City _____ State _____ Zip _____		
For staff use only do not write in this section <input type="checkbox"/> ID <input type="checkbox"/> lease <input type="checkbox"/> cancelled checks <input type="checkbox"/> rent book/receipts <input type="checkbox"/> current PGW bill lease date _____ <input type="checkbox"/> current PECO bill <input type="checkbox"/> other _____ <input type="checkbox"/> money order receipts <input type="checkbox"/> Meter reading _____ Meter read date _____					
Application Status					
<input type="checkbox"/> APPROVED <input type="checkbox"/> Issued Rights Information The current bill will be prorated, and billing in your name will be effective _____ using the meter reading you submitted.					
<input type="checkbox"/> REJECTED					
<input type="checkbox"/> Insufficient Personal Identification <input type="checkbox"/> Unable to establish tenant status <input type="checkbox"/> Account noted "no tenant applicants" by owner <input type="checkbox"/> Documents needed: _____ _____ _____			<input type="checkbox"/> Owner Information needed (as requested above) <input type="checkbox"/> No active water account at lease inception <input type="checkbox"/> Owner must attend to delinquency <input type="checkbox"/> Not coded as a Single Family Dwelling		
					Water Revenue Bureau Representative _____ date _____



CITY OF PHILADELPHIA
WATER/SEWER INFORMAL HEARING REQUEST FORM
(To be returned within 30 days from the date of the WRB Decision Letter)

City Use Only
Initial Call Key #:
IH Call Key #:

I. GENERAL INFORMATION

Date: _____ Account #: _____ SS/EIN #: _____

Customer Name: _____

Service Address: _____

Mailing Address: _____

Email: _____

Disputed Cycle: _____ Disputed Amount: _____ Phone: _____

Water Service (please check one): Off On

II. REASON FOR INFORMAL HEARING REQUEST (Check all that apply)

(Reference: Philadelphia Water Department Regulations 100.7 for Residential Customers or 101.6 for Commercial Customers)

- Dispute rejection or revocation of acceptance of an application
- Denial of a request for continued service pursuant to Section 100.10 of Regulations
- Denial of an application for continued water service under USTRA

Signature of Customer

Date

III. FOR CITY USE ONLY (TO BE COMPLETED BY CITY)

Request Reviewed By: _____ Date Reviewed: _____

Hearing Request: Approved Denied

If Approved: Hearing Date: _____ Hearing Time: _____

Submit Completed Informal Hearing Request Form:

By Mail Water Revenue Bureau • Informal Hearing Unit
Municipal Services Building, • 1401 John F. Kennedy Boulevard, Room 340 •
Philadelphia, PA 19102-1663

In Person Municipal Services Building • Water Revenue Bureau • Concourse Level-Intake Area

For Water/Sewer Billing inquiries, please call: 215-686-6880

Residential Applicants

Tenant applications are completed in person at one of our three Walk-in Customer service locations. Applications will only be accepted for **separately metered single family dwellings**. Additionally, the property must have a working meter and be receiving water service at the inception of the lease. The following documentation is required for the successful completion of a tenant application.

Tenants

- **Two pieces of current personal identification.**
Primary ID must be a US or State government issued photo ID

Examples:

Driver's License (any state)
PA photo ID
US passport
US Passport card
US Permanent Resident Card
US Visa
US Department of Defense Common Access Card

Secondary Identification may be a government issued non-photo ID

Examples:

Vehicle Registration (any state)
Social Security card
PA Access card (If PA Driver's license or ID card is primary)

- **Current Rental Agreement (Lease)**

If there is no lease, one of or a combination of the following:

- Rent Book
- Money Order Receipts
- Cancelled Checks
- A notarized letter from the record owner giving the following information:
 - Name and physical address of owner.
 - Name of the lessee(s)
 - the address of the leased property
 - the effective date and term of the lease
 - the rent
 - authorization to have the water bill placed in the tenant's name
- Evidence of a prior determination by a court of competent jurisdiction of the existence of a current rental arrangement for the dwelling unit between the owner and the applicant or the acceptance of the applicant's complaint against the owner and the scheduling of a hearing thereon by the Philadelphia Fair Housing commission shall be considered conclusive of this issue

- **Utility Bills.** We request gas and electric bills, but not all dwellings have gas service. The tenant **must have an electric bill** in the name of the applicant, a roommate or family member listed on the lease at the address for which he/she is applying for service. Telephone and cable bills are not accepted for tenant applications.

and/or

- Verification from PECO or PGW on the utility's standard form or letterhead indicating that application for service has been approved

and/or

- PECO's CAP program certification or recertification
- PGW's CRP program certification or recertification

- **A current water meter reading**

BASIC RENTAL AGREEMENT AND/OR LEASE

- This Rental Agreement and/or Lease shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed. Landlord/Lessor/Agent, ✓ _____, shall be referred to as "OWNER" and Tenant(s)/Lessee, ✓ _____, shall be referred to as "RESIDENT." As consideration for this agreement, OWNER agrees to rent/lease to RESIDENT and RESIDENT agrees to rent/lease from OWNER for use solely as a private residence, the premises located at ✓ _____ in the city of _____.
- 1. **TERMS:** RESIDENT agrees to pay in advance \$_____ per month on the ____ day of each month. This agreement shall commence on _____, and continue; (check one)
 - A. ___ until _____, ___ as a leasehold. Thereafter it shall become a month-to-month tenancy. If RESIDENT should move from the premises prior to the expiration of this time period, he shall be liable for all rent due until such time that the Residence is occupied by an OWNER approved paying RESIDENT and/or expiration of said time period, whichever is shorter.
 - B. ___ until _____, _____ on a month-to-month tenancy until either party shall terminate this agreement by giving a written notice of intention to terminate at least 30 days prior to the date of termination.
- 2. **PAYMENTS:** Rent and/or other charges are to be paid at such place or method designated by the owner as follows _____. All payments are to be made by check or money order and cash shall be acceptable. OWNER acknowledges receipt of the First Month's rent of \$_____, and a Security Deposit of \$_____, and additional charges/fees for _____, for a total payment of \$_____. All payments are to be made payable to _____.
- 3. **SECURITY DEPOSITS:** The total of the above deposits shall secure compliance with the terms and conditions of this agreement and shall be refunded to RESIDENT within _____ days after the premises have been completely vacated less any amount necessary to pay OWNER; a) any unpaid rent, b) cleaning costs, c) key replacement costs, d) cost for repair of damages to premises and/or common areas above ordinary wear and tear, and e) any other amount legally allowable under the terms of this agreement. A written accounting of said charges shall be presented to RESIDENT within _____ days of move-out. If deposits do not cover such costs and damages, the RESIDENT shall immediately pay said additional costs for damages to OWNER.
- 4. **LATE CHARGE:** A late fee of \$_____, said amount not to exceed ___% of the monthly rent, shall be added to any payment of rent made before the ____ day(s) after the due date or for which a deficient (bounced) check shall have been given.
- 5. **UTILITIES:** RESIDENT agrees to pay all utilities and/or services based upon occupancy of the premises except ✓_____.
- 6. **OCCUPANTS:** Guest(s) staying over 15 days without the written consent of OWNER shall be considered a breach of this agreement. ONLY the following individuals and/or animals, AND NO OTHERS shall occupy the subject residence for more than 15 days unless the expressed written consent of OWNER obtained in advance ✓_____.
- 7. **PETS:** No animal, fowl, fish, reptile, and/or pet of any kind shall be kept on or about the premises, for any amount of time, without obtaining the prior written consent and meeting the requirements of the OWNER. Such consent if granted, shall be revocable at OWNER'S option upon giving a 30 day written notice. In the event laws are passed or permission is granted to have a pet and/or animal of any kind, an additional deposit in the amount of \$_____ shall be required along with additional monthly rent of \$_____ along with the signing of OWNER'S Pet

Agreement. RESIDENT also agrees to carry insurance deemed appropriate by OWNER to cover possible liability and damages that may be caused by such animals.

- **8. LIQUID FILLED FURNISHINGS:** No liquid filled furniture, receptacle containing more than ten gallons of liquid is permitted without prior written consent and meeting the requirements of the OWNER. RESIDENT also agrees to carry insurance deemed appropriate by OWNER to cover possible losses that may be caused by such items.
- **9. PARKING:** When and if RESIDENT is assigned a parking area/space on OWNER'S property, the parking area/space shall be used exclusively for parking of passenger automobiles and/or those approved vehicles listed on RESIDENT'S Application attached hereto. RESIDENT is hereby assigned or permitted to park only in the following area or space
 _____ . The parking fee for this space (if applicable is \$ _____ monthly. Said space shall not be used for the washing, painting, or repair of vehicles. No other parking space shall be used by RESIDENT or RESIDENT'S guest(s). RESIDENT is responsible for oil leaks and other vehicle discharges for which RESIDENT shall be charged for cleaning if deemed necessary by OWNER.
- **10. NOISE:** RESIDENT agrees not to cause or allow any noise or activity on the premises which might disturb the peace and quiet of another RESIDENT and/or neighbor. Said noise and/or activity shall be a breach of this agreement.
- **11. DESTRUCTION OF PREMISES:** If the premises become totally or partially destroyed during the term of this Agreement so that RESIDENT'S use is seriously impaired, OWNER or RESIDENT may terminate this Agreement immediately upon three day written notice to the other.
- **12. CONDITION OF PREMISES:** RESIDENT acknowledges that he has examined the premises and that said premises, all furnishings, fixtures, furniture, plumbing, heating, electrical facilities, all items listed on the attached property condition checklist, if any, and/or all other items provided by OWNER are all clean, and in good satisfactory condition except as may be indicated elsewhere in this Agreement. RESIDENT agrees to keep the premises and all items in good order and good condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by RESIDENT, his guests and/or invitees, except as provided by law. At the termination of this Agreement, all of above items in this provision shall be returned to OWNER in clean and good condition except for reasonable wear and tear and the premises shall be free of all personal property and trash not belonging to OWNER. It is agreed that all dirt, holes, tears, burns, and stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the premises, do not constitute reasonable wear and tear.
- **13. ALTERATIONS:** RESIDENT shall not paint, wallpaper, alter or redecorate, change or install locks, install antenna or other equipment, screws, fastening devices, large nails, or adhesive materials, place signs, displays, or other exhibits, on or in any portion of the premises without the written consent of the OWNER except as may be provided by law.
- **14: PROPERTY MAINTENANCE:** RESIDENT shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles and shall cooperate in keeping the garbage area neat and clean. RESIDENT shall be responsible for disposing of items of such size and nature as are not normally acceptable by the garbage hauler. RESIDENT shall be responsible for keeping the kitchen and bathroom drains free of things that may tend to cause clogging of the drains. RESIDENT shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by stopping of waste pipes or overflow from bathtubs, wash basins, or sinks.
- **15. HOUSE RULES:** RESIDENT shall comply with all house rules as stated on separate addendum, but which are deemed part of this rental agreement, and a violation of any of the house rules is considered a breach of this agreement.
- **16. CHANGE OF TERMS:** The terms and conditions of this agreement are subject to future change by OWNER after the expiration of the agreed lease period upon 30-day written notice setting forth such change and delivered to RESIDENT. Any changes are subject to laws in existence at the time of the Notice of Change Of Terms.

- 17. **TERMINATION:** After expiration of the leasing period, this agreement is automatically renewed from month to month, but may be terminated by either party giving to the other a 30-day written notice of intention to terminate. Where laws require "just cause", such just cause shall be so stated on said notice. The premises shall be considered vacated only after all areas including storage areas are clear of all RESIDENT'S belongings, and keys and other property furnished for RESIDENT'S use are returned to OWNER. Should the RESIDENT hold over beyond the termination date or fail to vacate all possessions on or before the termination date, RESIDENT shall be liable for additional rent and damages which may include damages due to OWNER'S loss of prospective new renters.
- 18. **POSSESSION:** If OWNER is unable to deliver possession of the residence to RESIDENTS on the agreed date, because of the loss or destruction of the residence or because of the failure of the prior residents to vacate or for any other reason, the RESIDENT and/or OWNER may immediately cancel and terminate this agreement upon written notice to the other party at their last known address, whereupon neither party shall have liability to the other, and any sums paid under this Agreement shall be refunded in full. If neither party cancels, this Agreement shall be prorated and begin on the date of actual possession.
- 19. **INSURANCE:** RESIDENT acknowledges that OWNERS insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall OWNER be held liable for such losses. RESIDENT is hereby advised to obtain his own insurance policy to cover any personal losses.
- 20. **RIGHT OF ENTRY AND INSPECTION:** OWNER may enter, inspect, and/or repair the premises at any time in case of emergency or suspected abandonment. OWNER shall give 24 hours advance notice and may enter for the purpose of showing the premises during normal business hours to prospective renters, buyers, lenders, for smoke alarm inspections, and/or for normal inspections and repairs. OWNER is permitted to make all alterations, repairs and maintenance that in OWNER'S judgment is necessary to perform.
- 21. **ASSIGNMENT:** RESIDENT agrees not to transfer, assign or sublet the premises or any part thereof.
- 22. **PARTIAL INVALIDITY:** Nothing contained in this Agreement shall be construed as waiving any of the OWNER'S or RESIDENT'S rights under the law. If any part of this Agreement shall be in conflict with the law, that part shall be void to the extent that it is in conflict, but shall not invalidate this Agreement nor shall it affect the validity or enforceability of any other provision of this Agreement.
- 22. **NO WAIVER:** OWNER'S acceptance of rent with knowledge of any default by RESIDENT or waiver by OWNER of any breach of any term of this Agreement shall not constitute a waiver of subsequent breaches. Failure to require compliance or to exercise any right shall not be constituted as a waiver by OWNER of said term, condition, and/or right, and shall not affect the validity or enforceability of any provision of this Agreement.
- 23. **ATTORNEY FEES:** If any legal action or proceedings be brought by either party of this Agreement, the prevailing party shall be reimbursed for all reasonable attorney's fees and costs in addition to other damages awarded.
- 24. **JOINTLY AND SEVERALLY:** The undersigned RESIDENTS are jointly and severally responsible and liable for all obligations under this agreement.
- 25. **REPORT TO CREDIT/TENANT AGENCIES:** You are hereby notified that a nonpayment, late payment or breach of any of the terms of this rental agreement may be submitted/reported to a credit and/or tenant reporting agency, and may create a negative credit record on your credit report.
- 26. **LEAD NOTIFICATION REQUIREMENT:** For rental dwellings built before 1978, RESIDENT acknowledges receipt of the following: (Please check)
 - Lead Based Paint Disclosure Form
 - EPA Pamphlet

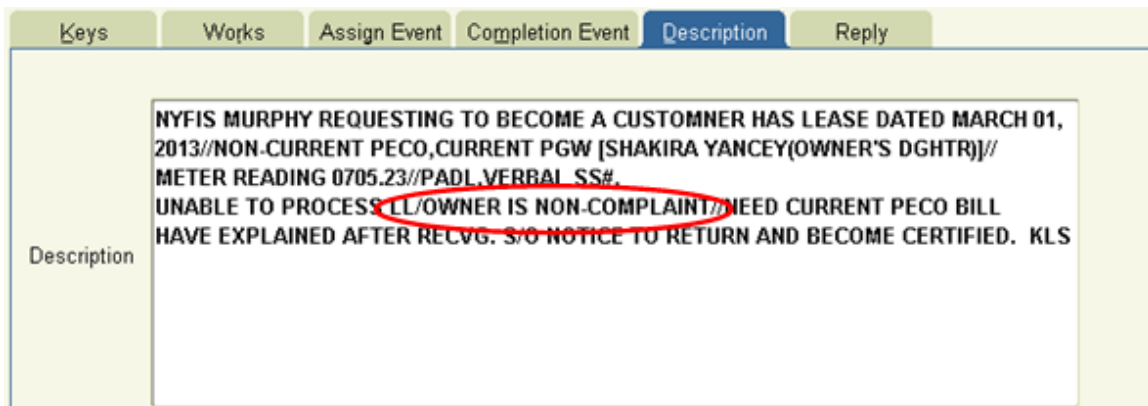
- 27. **ADDITIONS AND/OR EXCEPTIONS**

 _____.
- 28. **NOTICES:** All notices to RESIDENT shall be served at RESIDENT'S premises and all notices to OWNER shall be served at
 _____.
- 29. **INVENTORY:** The premises contains the following items, that the RESIDENT may use.
 _____.
- 30. **KEYS AND ADDENDUMS:** RESIDENT acknowledges receipt of the following which shall be deemed part of this Agreement: (Please check)
 ___ Keys #of keys and purposes _____
 ___ House Rules ___ Pet Agreement ___ Other _____
- 31. **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between OWNER and RESIDENT. No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid.
- 32. **RECEIPT OF AGREEMENT:** The undersigned RESIDENTS have read and understand this Agreement and hereby acknowledge receipt of a copy of this Rental Agreement.
- RESIDENT'S Signature ✓
 Date ✓
- RESIDENT'S Signature _____
 Date _____
- OWNER'S or Agent's Signature ✓
 Date ✓
- (No representation is made as to the legal validity or the adequacy of any provision in this Agreement. If you desire legal advice, consult your attorney.)

Landlord Compliance

Everyone conducting business in Philadelphia is required to have a **Business Privilege** license. Additionally, those leasing residential properties must also have a ***Housing Inspection** license. Water regulations instruct us to mail the notice of tenant’s application for customer status to the property owner’s **license address on file with the Department of Licenses and Inspections.**

If the landlord has no current Housing Inspection License on file with the Department of Licenses and Inspections, he is considered to be non-compliant and the application is rejected. A tenant in jeopardy of enforcement action (shut-off) may request protection under USTRA.



Call description may also read:

- No renter’s license
- No HI (or Housing Inspection) license found

*Exception: If the rental unit is part of a Condominium Association, the owner of the unit must have a Business Privilege License, but the Condominium Association holds the Housing Inspection License.



Customer Service Division
 Municipal Services Building
 1401 John F. Kennedy Boulevard
 Philadelphia, PA 19102-1663
 Phone: 215-686-6880
 Date: March 8, 2013

Account Number: 000-00000-00000-000
 Service Address : 123 N Broad Street 19102

WILLIAM PENN
 100 CITY HALL LANE
 COUNTY HEIGHTS PA 19000

**NOTICE TO PROPERTY OWNER OF TENANT'S
 APPLICATION FOR CUSTOMER STATUS**

JOHN DOE, has verified that he/she is a tenant of the above listed service address. You have been identified as the property owner. The tenant has requested that he/she be allowed to take responsibility for paying the bill.

Ultimate responsibility for payment remains with you, the property owner. The responsibility is derived from Pennsylvania State Law Purdon's 53. P.S. Section 7106, 7251. You will be responsible for all charges due prior to the date of the application, and all future bills left unpaid by the tenant. You are also responsible for the installation of a functioning meter in the property.

If the bill becomes delinquent, the Water Revenue Bureau will notify you, the property owner of unpaid charges, place a lien on the property, and pursue other collection methods it deems appropriate.

If you wish to reject the tenant customer status, please fill out the form below, detach, and mail it within TEN (10) days from the date of this notice to:

**Water Revenue Bureau
 1401 John F Kennedy Blvd-Compliance Div, Room 200
 Philadelphia PA 19102-1663**

TENANT CUSTOMER STATUS-OWNER'S REJECTION

I am the owner/agent of the property at 123 N Broad St 19102

I do not want JOHN DOE (tenant customer) to receive a water bill in his/her name.

Print Name: _____ Telephone: _____

Mailing Address: 100 CITY HALL LANE COUNTY HEIGHTS PA 19000

Signature _____ Date: _____ Acct # 000-00000-00000-000



Department of Revenue
Municipal Services Building
1401 John F. Kennedy
Boulevard
Philadelphia, PA 19102-1663
Phone: 215-686-6880
Date: March 8, 2013

WILLIAM PENN
100 CITY HALL LANE
COUNTY HEIGHTS PA 19000

Please Read Important Dated Information

Dear Property Owner:

This is to advise you of delinquent charges owing at 123 N BROAD ST 19102. The amount is \$87.38.

The tenant/occupant on record at this address is JOHN DOE.

You are advised as the owner of the property that you are not absolved of the unpaid charges. The debt for water and sewer charges remains a liability of the property. The property liability is the responsibility of the owner of record.

Payment in full or a payment agreement is necessary to prevent termination of water service.

Your immediate attention is requested.

Sincerely,

Water Revenue Bureau

WATER REVENUE BUREAU TENANT APPLICATION TERMINATION

Property Address	Date
Tenant Applicant Information	
Applicant #1	
Last Name _____	First Name _____ MI _____
SS# _____	PA Driver's license # _____
Telephone # _____	
Applicant #2	
Last Name _____	First Name _____ MI _____
SS# _____	PA Driver's license # _____
Telephone # _____	
Owner Information	
Last Name _____	First Name _____ MI _____
Telephone # _____	
Address: _____	
House # _____	Street _____
City _____	State _____ Zip _____
For Staff use only <input type="checkbox"/> There is no delinquent balance due <input type="checkbox"/> The account is showing a delinquent balance of _____ which includes balances for cycles _____ through _____. _____ WRB representative	
<p>I/ We the undersigned request termination of the tenant account for which I /We applied on _____. I/We understand that if there is a delinquency, I/ We am (are) prohibited from becoming (a) Water Revenue Bureau Tenant Customer(s) at this or any other address for as long as this delinquency exists.</p>	
_____ signature	_____ signature
_____ date	_____ date

Revised 5/23/07

Tenant Application Termination

When a residential tenant ends his lease, he should come in to the office to advise the WRB to terminate the tenant account.

The attached application is completed, and the application is ended.

WATER REVENUE BUREAU OCCUPANT APPLICATION

Property Address

Application Date

Occupant Applicant Information

Applicant #1

Last Name	First Name	MI
PA StateID #	Social Security #	
telephone #	cell phone/e-mail address	

Applicant #2

Last Name	First Name	MI
PA StateID #	Social Security #	
telephone #	cell phone/e-mail address	

Names and addresses of Executor (trix) and/or all known heirs

Yes No

Are you currently receiving water service at another address?

Do you owe any balances on water service at another property?

I/We occupy the referenced service address as (a) residential occupant(s) and agree to pay for water service supplied in my (our) name(s). I/We understand that submission of false or incomplete information may result in the rejection of this application or the revocation of Customer status. I/We understand that upon approval of this of the application, I/We are entitled to the same rights and subject to the same obligations as any other customer of the WRB, including termination of service for non-payment.

signature _____ date _____

signature _____ date _____

Owner Information

Last Name	First Name	MI
Telephone #		
Address:		
House #	Street	
City	State	Zip

For staff use only

Letter authorizing occupancy received

Living owner Information verified by:

WRB record bHI tax

Other _____ Unable to verify

Deceased owner

Death Certificate

Letters of Administration

Other (describe) _____

Applicant's relationship to owner _____

Applicant ID

current PECO bill current PGW bill

Meter reading _____

Meter read date _____

Tangled Title

Application Status

<input type="checkbox"/> REJECTED	<input type="checkbox"/> Insufficient Personal Identification <input type="checkbox"/> Insufficient authorization to occupy	<input type="checkbox"/> Owner Information needed (as requested above) <input type="checkbox"/> Not coded as a Single Family Dwelling
<input type="checkbox"/> APPROVED	<input type="checkbox"/> Issued Rights Information <input type="checkbox"/> With ownership interest All customer rights apply as outlined in the Customer Service Regulations. The current bill will be prorated, and billing in your name will be effective _____ using the current meter reading <input type="checkbox"/> Without ownership interest	
WRB Representative/Title _____		Date _____



CITY OF PHILADELPHIA
WATER/SEWER INFORMAL HEARING REQUEST FORM
(To be returned within 30 days from the date of the WRB Decision Letter)

City Use Only
Initial Call Key #:
IH Call Key #:

I. GENERAL INFORMATION

Date: _____ Account #: _____ SS/EIN #: _____

Customer Name: _____

Service Address: _____

Mailing Address: _____

Email: _____

Disputed Cycle: _____ Disputed Amount: _____ Phone: _____

Water Service (please check one): Off On

II. REASON FOR INFORMAL HEARING REQUEST (Check all that apply).

(Reference: Philadelphia Water Department Regulations 100.7 for Residential Customers or 101.6 for Commercial Customers)

- Dispute rejection or revocation of acceptance of an application
- Denial of a request for continued service pursuant to Section 100.10 of Regulations

Signature of Customer _____
Date

III. FOR CITY USE ONLY (TO BE COMPLETED BY CITY)

Request Reviewed By: _____ Date Reviewed: _____

Hearing Request: Approved Denied

If Approved: Hearing Date: _____ Hearing Time: _____

Submit Completed Informal Hearing Request Form:

By Mail Water Revenue Bureau • Informal Hearing Unit
Municipal Services Building, • 1401 John F. Kennedy Boulevard, Room 340 •
Philadelphia, PA 19102-1663

In Person Municipal Services Building • Water Revenue Bureau • Concourse Level-Intake Area

For Water/Sewer Billing inquiries, please call: 215-686-6880

Occupant applications are completed in person at one of our three Walk-in Customer service locations. Applications will only be accepted for separately metered, single family dwellings and the property must have a working meter. The following documentation is required for the successful completion of a tenant application.

Occupants

- **Two pieces of current personal identification.**
Primary ID must be a US or State government issued photo ID

Examples:

Driver's License (any state)
PA photo ID
US passport
US Passport card
US Permanent Resident Card
US Visa
US Department of Defense Common Access Card

Secondary Identification may be a government issued non-photo ID

Examples:

Vehicle Registration (any state)
Social Security card
PA Access card (If PA Driver's license or ID card is primary)

Living owner or the City of Philadelphia or Quasi-City entity as owner

- Authorization to Occupy the Premises by a living owner in the form of a notarized letter from the record owner giving the following information:
 - Name and physical address of owner.
 - Name of the occupant(s)
 - the address of the property
 - the expected period of occupancy
 - authorization to have the water bill placed in the tenant's name
- An unrecorded deed, including one by Gift/Donation (e.g. Quit Claim deed).
- A lease purchase agreement with the record owner and payment receipts. Record owner physical address is required.
- A letter from a V.I.P.* attorney stating that the applicant has a credible claim to the property and that V.I.P. is representing the applicant in the process of acquiring title.
- Participation in a qualified housing program (PHDC, RDA verify status with the Collections Division)

Deceased owner

Death certificate, letter from the Funeral Director or obituary
Name and physical address of the Executor or Administrator of the Estate and all known heirs.

and

Proof of relationship to record owner

and/or

Verification that the applicant previously occupied the property with the deceased owner (not an heir)

or

Verification that the dissolution of a landlord, tenant relationship has occurred due to the death of a property owner (an old lease executed by the record owner)

- **Utility Bills** in the applicant's name at the property for which application is made

or

- Verification from PECO and PGW on the utility's standard forms or letterhead indicating that application for service has been approved

or

- PECO's CAP program certification or recertification
- PGW's CRP program certification or recertification

Based upon the documentation supplied by the applicant, the processing representative will determine whether or not the occupant has ownership interest.

An occupant with ownership interest has taken steps to acquire title to the property. Any open balances will remain in the record owner's name until title is transferred.

An occupant without ownership interest, including a direct heir has not taken steps to acquire title to the property. Any open balances will be transferred to the occupant's account.

***Volunteer for the Indigent Program**-attorneys working pro bono to resolve tangled title issues



Customer Service Division
 Municipal Services Building
 1401 John F. Kennedy Boulevard
 Philadelphia, PA 19102-1663
 Phone: 215-686-6880
 Date: March 8, 2013

Account Number: 000-00000-00000-000
 Service Address : 123 N Broad Street 19102

WILLIAM PENN
 100 CITY HALL LANE
 COUNTY HEIGHTS PA 19000

**NOTICE TO PROPERTY OWNER OF OCCUPANT'S
 APPLICATION FOR CUSTOMER STATUS**

JOHN DOE, has verified that he/she is an occupant of the above listed service address. You have been identified as the property owner. The occupant has requested that he/she be allowed to take responsibility for paying the bill.

Ultimate responsibility for payment remains with you, the property owner. The responsibility is derived from Pennsylvania State Law Purdon's 53. P.S. Section 7106, 7251. You will be responsible for all charges due prior to the date of the application, and all future bills left unpaid by the tenant. You are also responsible for the installation of a functioning meter in the property.

If the bill becomes delinquent, the Water Revenue Bureau will notify you, the property owner of unpaid charges, place a lien on the property, and pursue other collection methods it deems appropriate.

If you wish to reject the occupant customer status, please fill out the form below, detach, and mail it within TEN (10) days from the date of this notice to:

**Water Revenue Bureau
 1401 John F Kennedy Blvd-Compliance Div, Room 200
 Philadelphia PA 19102-1663**

TENANT CUSTOMER STATUS-OWNER'S REJECTION

I am the owner/agent of the property at 123 N Broad St 19102

I do not want JOHN DOE (tenant customer) to receive a water bill in his/her name.

Print Name: _____ Telephone: _____

Mailing Address: 100 CITY HALL LANE COUNTY HEIGHTS PA 19000

Signature _____ Date: _____ Acct # 000-00000-00000-000

WATER REVENUE BUREAU COMMERCIAL TENANT APPLICATION

Property Address	Application Date
<p>Tenant Applicant Information Applicant</p> <p>Last Name _____ First Name _____ MI _____</p> <p>Business Telephone # _____</p> <p>Names and Addresses of Principals (self)</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Are you an agent for the owner or previous tenant customer? Yes No <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p>Are you currently receiving water service at another address? <input type="checkbox"/> <input type="checkbox"/></p> <p>Do you owe any balances on water service at another property? <input type="checkbox"/> <input type="checkbox"/></p> <p>I/we occupy the referenced service address as (a) commercial tenant(s) and agree to pay for water service supplied in my (our) name(s). I/we understand that submission of false or incomplete information may result in the rejection of this application or the revocation of Customer status. I/we understand that upon approval of this of the application, I/we are entitled to the same rights and subject to the same obligations as any other customer of the WRB, including termination of service for non-payment.</p> <p>signature _____ date _____</p> <p>signature _____ date _____</p>	<p>Owner Information</p> <p>Last Name _____ First Name _____ MI _____</p> <p>Telephone # _____</p> <p>Address: _____</p> <p>House # _____ Street _____</p> <p>City _____ State _____ Zip _____</p> <p style="border: 1px solid pink; padding: 2px;">For staff use only: do not write in this section</p> <p>Verified by: _____ Unable to verify by: _____</p> <p>record _____</p> <p>rep. _____ date _____</p> <p>Agent Information (if other than owner)</p> <p>Name _____</p> <p>Telephone # _____</p> <p>Address: _____</p> <p>House # _____ Street _____</p> <p>City _____ State _____ Zip _____</p>
<p>For staff use only: do not write in this section</p> <p>ID <input type="checkbox"/> lease <input type="checkbox"/> lease date _____</p> <p>Letter from guarantor</p> <p>zero balance on account <input type="checkbox"/></p> <p><input type="checkbox"/> active business license <input type="checkbox"/> Verified by rep. _____ date _____</p> <p>Application Status</p> <p><input type="checkbox"/> APPROVED <input type="checkbox"/> Issued Rights Information</p> <p><input type="checkbox"/> REJECTED</p> <p><input type="checkbox"/> Insufficient Personal Identification <input type="checkbox"/> Owner Information needed (as requested above)</p> <p><input type="checkbox"/> Unable to establish tenant status <input type="checkbox"/> No active water account at lease inception</p> <p style="margin-left: 20px;"><input type="checkbox"/> Account noted "no tenant applicants" by owner <input type="checkbox"/> Owner must attend to delinquency</p> <p style="margin-left: 20px;"><input type="checkbox"/> Documents needed: _____ <input type="checkbox"/> Not coded for commercial use</p> <p style="margin-left: 20px;">_____</p> <p style="margin-left: 20px;">_____</p> <p style="margin-left: 20px;">_____</p> <p style="text-align: right;">Water Revenue Bureau Representative _____ date _____</p>	



CITY OF PHILADELPHIA

WATER/SEWER INFORMAL HEARING REQUEST FORM

(To be returned within 30 days from the date of the WRB Decision Letter)

City Use Only
Initial Call Key #:
IH Call Key #:

I. GENERAL INFORMATION

Date: _____ Account #: _____ SS/EIN #: _____

Customer Name: _____

Service Address: _____

Mailing Address: _____

Email: _____

Disputed Cycle: _____ Disputed Amount: _____ Phone: _____

Water Service (please check one): Off On

II. REASON FOR INFORMAL HEARING REQUEST (Check all that apply).

(Reference: Philadelphia Water Department Regulations 100.7 for Residential Customers or 101.6 for Commercial Customers)

Dispute rejection or revocation of acceptance of an application

|

Signature of Customer

Date

III. FOR CITY USE ONLY (TO BE COMPLETED BY CITY)

Request Reviewed By: _____ Date Reviewed: _____

Hearing Request: Approved Denied

If Approved: Hearing Date: _____ Hearing Time: _____

Submit Completed Informal Hearing Request Form:

By Mail Water Revenue Bureau • Informal Hearing Unit
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Philadelphia, PA 19102-1663

In Person Municipal Services Building • Water Revenue Bureau • Concourse Level-Intake Area

For Water/Sewer Billing inquiries, please call: 215-686-6880

Commercial Applicants

Commercial Tenant applications are completed in person at one of our three Walk-in Customer service locations. The following documentation is required for the successful completion of a Commercial Tenant Application.

- **Two pieces of current personal identification.**
Primary ID must be a US or State government issued photo ID
Examples:
 Driver's License (any state)
 PA photo ID
 US passport
 US Passport card
 US Permanent Resident Card
 US Visa
 US Department of Defense Common Access Card

- **Secondary Identification may be a government issued non-photo ID**
Examples:
 Vehicle Registration (any state)
 Social Security card
 PA Access card (If PA Driver's license or ID card is primary)

- **Current Rental Agreement (Lease)**
- **Current Business license or 501(c)(3)**
- **Name(s) of principals, a current business address**
- If the individual making application is not a principal, a letter of introduction, on company letterhead, signed by one of the principals, authorizing this person to make application (and possibly inquiries into the account) is required.
- **A written guarantee from the commercial property owner assuring payment of any water/sewer charges billed to the commercial tenant**

***Note: There is no commercial tenant certification**

Unlike the residential tenant application in Basis2, there is no OWN-TEN call. A completed application is completed by a BILLING, MACHG call. Details are maintained in the call description and the contacts screen.

REFERENCES

Residential Regulations

Residential Tenant and Occupant Applications

Water Regulation 100.2-Applications for Service

The Water Revenue Bureau (“WRB”) will accept owners, tenants and occupants as Water Department customers and will direct the Water Department to provide water/sewer service in their names to their dwelling units under the terms and conditions set forth in these regulations.

- (a) Application to Become a Customer
 - (1) An owner shall become a customer as of the date of title transfer established by the record deed or otherwise established by sufficient evidence to show title to the property.
 - (2) A Tenant or occupant who wishes to become a customer of the WRB must submit:
 - (A) His or her name and current address. An applicant may be required to provide two pieces of personal identification;
 - (B) Satisfactory evidence of owner’s consent to possession of the dwelling unit or residential property by a tenant or occupant. Such evidence will usually be in writing, including, for example, a current rental agreement for the dwelling unit for which the applicant desires service, a lease, rent book, money order receipts, canceled checks, other utility bills in the applicant’s name at that address, rent receipts, or other written evidence of tenancy or written evidence of the owner’s consent to occupancy. Evidence of a prior determination by a court of competent jurisdiction of the existence of a current rental arrangement for the dwelling unit between the owner and the applicant or the acceptance of the applicant’s complaint against the owner and the scheduling of a hearing thereon by the Philadelphia Fair Housing commission shall be considered conclusive of this issue;
 - (C) A completed Application and Affidavit in such form as the WRB shall from time to time deem appropriate wherein the applicant agrees to pay for service supplied in his name and makes certain acknowledgments and certifications consistent with these regulations.
 - (3) All WRB determinations shall be made in writing upon the application form and a copy given or mailed to the applicant

Water regulation 100.2 Application for Service

- (d) Notice to Owner
 - (1) Upon receipt of a customer application by one not the owner, the WRB shall mail to the owner or his agent, at **his license address on file with the Department of Licenses and Inspections** for the property in which an applicant's dwelling unit is located, or if no such license address is available, at such other address as the WRB reasonably believes is the valid current address of the owner or his agent, a “Notice to Owner of Application by Tenant or Occupant to Become a Water Service Customer or For Continued Service”, in such form as the WRB shall from time to time deem appropriate.

Water Regulation 100.7 Hearings

- a) In addition to the hearing provided in Section 100.2(d)(2) of these Regulations, and unless a hearing or an opportunity for a hearing has already been given on the same issue or charges (as determined by the Revenue Department), upon timely request, a Customer may request an informal hearing before the WRB to:
- (1) Dispute the Customer's responsibility for the water and sewer, but not the stormwater charges;
 - (2) Dispute the amount due or any possible errors in computing charges on the water, sewer, or stormwater bill;
 - (3) Dispute whether the agreement terms have been properly applied;
 - (4) Dispute rejection or revocation of acceptance of an application;
 - (5) Dispute shut off for failure to take or permit a meter reading or to provide access to the meter;
 - (6) Dispute shut off for nonpayment or lack of access to the meter to change, repair or read;
 - (7) Dispute denial of a request for continued service pursuant to Section 100.10 of these Regulations (Emergency Procedures); and/or
 - (8) Dispute denial of an application for continued water service under USTRA.

USTRA

Tenant Certification under USTRA

When a tenant is in danger of losing water service and the responsibility for payment of the water bill is not his or the landlord is not in compliance with the city of Philadelphia Department of License and Inspections for a current Housing Inspection License, we will tenant certify the customer under USTRA.

“UTILITY SERVICE TENANTS RIGHTS ACT. Act of 1978, P. L. 1255, No. 299 enacted by

The General Assembly of the Commonwealth of Pennsylvania provides for notice and the right to cure landlord’s default to avoid the termination of utility service to tenants. Relevant excerpts for our discussion are:

Section 7. Rights of tenants to continued service.

- (a) At any time before or after service within the utility’s corporate limits is discontinued by a public utility on account of nonpayment by the landlord ratepayer, the affected tenants may apply to the utility to have service continued or resumed. A public utility shall not discontinue such service or shall promptly resume service previously discontinued if it receives from the tenants an amount equal to the bill of the landlord ratepayer for the 30-day period preceding the notice to the tenants. Thereafter, such utility shall notify each tenant of the total amount of the bill for the second and each succeeding period of 30 days or less and if the tenants fail to make payment of any such bill within 30 days of delivery of the notice to the tenants, the utility may commence discontinuance procedures: Provided, that no such discontinuance may occur until 30 days after each tenant has received written notice of the proposed discontinuance as prescribed in section 8. All payments by tenants to a utility on account of nonpayment by the landlord ratepayer shall be made by a check or money order drawn by the tenant to the order of the utility. Upon receiving any such payment, the utility shall notify the landlord ratepayer who is liable for the utility service of the amount or amounts credited to the landlord’s bill for each tenant pursuant to the provisions of this section. In the event that the tenants fail to satisfy the requirements of this section to maintain or restore service and service to the affected dwelling units is discontinued, the utility shall refund to each tenant the amount paid by such tenant toward the bill which the tenants failed to pay, upon the request of the tenant or after holding the tenant’s payment during 60 consecutive days of discontinued service, whichever occurs first.
- (b) Any tenant of a residential building or mobile home park who has been notified of a proposed discontinuance of utility service pursuant to section 3 shall have the right to agree to subscribe for future service individually if this can be accomplished without a major revision of distribution facilities or additional right-of-way acquisitions

Section 9. Tenant’s Right To Withhold Rent.

Any tenant who has made a payment to a utility on account of nonpayment by the landlord ratepayer pursuant to this act may subsequently recover the amount paid to the utility either by deducting said amount from any rent or payment on account of taxes or operating expenses then or thereafter due from such tenant to the person to whom he would otherwise pay his rent or by obtaining reimbursement from the landlord ratepayer.

Commercial Applicants

101.2 Application for Service

The Water Revenue Bureau (“WRB”) will accept commercial property owners, their duly authorized agents or guaranteed lessees as Water Department customers and will direct the Water Department to provide water/sewer service in their names to their business use properties under the terms and conditions set forth in these regulations.

(a) Application to Become a Customer

- (1) A commercial property owner shall become a commercial customer as of the date of title transfer established by the record deed subject to the eligibility requirements set forth below.
- (2) A commercial tenant who wishes to become a commercial customer of the WRB may apply to become a guaranteed lessee. To apply for customer status the commercial tenant (“applicant”) must submit:

(A) Name(s) of principals, a current business address and a current business license;

(B) A completed Application and Affidavit in such form as the WRB shall from time to time deem appropriate wherein the applicant provides:

(i). Satisfactory evidence of the commercial property owner’s consent to possession of the business use property by the commercial tenant. Such evidence will usually be in writing, including, for example, a current lease agreement for the business use property for which the applicant desires service, or other written evidence of tenancy or written evidence of the commercial property owner’s consent to occupancy; and

(ii) A written guarantee from the commercial property owner assuring payment of any water/sewer charges billed to the commercial tenant.

- (3) Upon receipt of the evidence and documents required in Section (b) above, the WRB shall determine whether the commercial tenant is eligible to become a Water Department customer.
- (4) All WRB determinations shall be made in writing upon the application form and a copy given or mailed to the applicant. After acceptance by the WRB, the guaranteed lessee customer shall be entitled to the same rights and subject to the same obligations as any other commercial customer of the WRB.

(b) Eligibility

A commercial property owner or commercial tenant (either shall be known as “applicant”) is qualified to become a commercial customer under these regulations, UNLESS:

- (1) The applicant has not paid or arranged to pay for past due charges for water/sewer service for which he is legally responsible at this or another service address, including charges for unauthorized usage.
- (2) The guarantor has not paid outstanding water/sewer charges at time of application;
- (3) Water service to the business use property is legally off, there exist uncorrected Water Department violation(s) at the property and/or service to the property would endanger health or safety.

In determining whether uncorrected Water Department violations exist in a business use property, the WRB shall request that the Water Department promptly review its files and/or the property and provide the WRB with a listing of any violations. The applicant shall be given a written list of any violations and advised that it is his responsibility to correct the violations and provide a certification that the corrections have been made from a registered plumber before services will be provided. In no case will water service be provided if the business use property is found at any time by the Water Department to be in a condition not suitable to receive water, or in a condition which would create an emergency or dangerous condition to itself or another property.

- (4) Service to a business use property necessitates revision of the Water Department’s distribution facilities or acquisition of additional rights-of-way or the quantity of water required or expected pattern of usage negatively impacts existing customers or does not comply with the Rules Governing Water Service and Sewer Service.

(c) Additional Conditions

- (1) If the business use property is already separately metered, a meter reading must be taken before the applicant will be accepted as a customer. The reading may be taken by the applicant, but the WRB reserves the right to require a reading by the WRB or the Water Department before the applicant will be accepted. In such cases, the WRB will promptly order a meter reading and advise the applicant to facilitate reading of the meter.
- (2) If the applicant’s property is presently set up for individual metering but no meter is at the property, a meter will be installed before the applicant will be accepted as a commercial customer. In such cases, the WRB will promptly order from the Water Department the installation of a meter and advise the applicant to facilitate entry of the necessary Water Department personnel into the property for this

purpose. Meter charges must be paid before water services will be provided.

(3) If the applicant's property is not individually metered, the dwelling unit must be set up for individual metering by a registered plumber to the Water Department's satisfaction at the expense of the applicant and a water meter must be installed before an applicant will be accepted as a commercial customer. Installation charges must be paid before water service will be provided.

101.6 Hearings

- (a) Upon timely request, a Commercial Customer may request an informal hearing before the WRB to:
- (1) Dispute the Commercial Customer's responsibility for the charges on the water/sewer/stormwater bill;
 - (2) Dispute the amount due or any possible errors in computing charges on the water and sewer bill;
 - (3) Dispute whether payment agreement terms have been properly applied;
 - (4) Dispute shut off for failure to take or permit a meter reading or to provide access to the meter; and/or
 - (5) Dispute shut off for non payment or lack of access to the meter to change repair or read.