

**BEFORE THE STATE CORPORATION COMMISSION
OF THE STATE OF KANSAS**

In the Matter of the Complaint Against Kansas)
Gas Service by Sheri Donaldson.) Docket No. 25-KGSG-382-COM

ANSWER AND MOTION TO CLOSE DOCKET

Kansas Gas Service, a division of ONE Gas, Inc. (“Kansas Gas Service”), pursuant to K.A.R. 82-1-220, respectfully files its Answer and Motion to Close Docket in the above-captioned Formal Complaint filed by Sheri Donaldson (“Complainant”). In support thereof, Kansas Gas Service states the following to the State Corporation Commission of the State of Kansas (“Commission”):

I. ANSWER

1. On April 28, 2025, the Complainant filed a Formal Complaint against Kansas Gas Service.
2. On May 8, 2025, the Commission issued its *Order Making Prima Facie Determination*, wherein the Commission found the Formal Complaint met the requirements of K.A.R. 82-1-220 and served the Formal Complaint on Kansas Gas Service for an answer.
3. According to the Commission, the Complainant alleges she received a bill for \$488 after Kansas Gas Service failed to turn off gas service at her previous address, and sending the bill to collections. The Complainant alleges she sold her previous property in September 2021, and the gas service she was billed for was for service in 2024. The Complainant seeks to have the gas service charges removed, and collection attempts stop.

A. General Denial and Admissions

4. Unless explicitly stated herein, Kansas Gas Service generally denies the Complainant’s allegations.

5. Kansas Gas Service admits it billed the Complainant \$488.51 for natural gas utility service provided in 2024.

6. Kansas Gas Service admits this bill was sent to collections.

B. Response

7. This case is about Revert-to-Owner agreements. A Revert-to-Owner agreement allows the owner of a rental property to have service automatically continue in their name when a tenant terminates service. As part of this process, a property owner executes a contract making them responsible for payment of utility services provided after a tenant terminates service. To cancel a Revert-to-Owner agreement, a property owner must inform Kansas Gas Service either: (1) it would like to terminate the agreement, or (2) the rental property has been sold or transferred. Generally requesting to stop natural gas service does not terminate a Revert-to-Owner agreement. A property owner could request service be stopped for several reasons (e.g., a tenant moving in), which would not affect the property owner's intent to maintain the Revert-To-Owner agreement. Property damage can occur if a tenant moves out in a winter month and service is not automatically continued in the property owner's name. The requirement for a property owner to be specific on which service they would like terminated is necessary to avoid confusion, mistakes, and damage. While Kansas Gas Service believes it would be incorrect to terminate these agreements when an account holder requests to terminate service, Kansas Gas Service also believes an opportunity to address the Complainant's issue was missed. Kansas Gas Service will waive the \$488.51 charge and cease collection attempts of this amount. Pursuant to K.A.R. 82-1-220(c) this will fully satisfy the action complained of and resolve this matter. Accordingly, Kansas Gas Service respectfully requests this docket be closed.

i. Revert-to-Owner Agreements

8. Section 6.08 of Kansas Gas Service's General Terms and Conditions for Gas Service ("GT&Cs") authorizes Revert-to-Owner agreements. This tariff provision requires property owners to contract separately to continue service automatically in their name when a tenant terminates service.

6.08 Notice to Company to Discontinue Service: Any contract made for service shall continue in full force and effect during its term. Service shall be discontinued by a customer in accordance with the terms of the contract. If no terms are specified, the customer may discontinue service upon giving a two day notice to Company. In case no such notice is given to Company, the terminating customer shall be responsible for all service supplied until such notice is given to Company. **In the case of rental property, the owner may contract in writing for service to be continued automatically in owner's name, with full responsibility for payment of all service thereafter delivered, when service is terminated at the request of any tenant.** *Kansas Gas Service GT&C*, Section 6.08 (emphasis added).

9. Two provisions in Kansas Gas Service's Revert-to-Owner agreement make clear property owners must explicitly cancel their agreement.

Term. This agreement shall remain in effect unless terminated by either party. We reserve the right to terminate at any time, for any reason, upon 30 days' prior written notice to Owner. We may immediately terminate this Agreement if Owner is in breach. Owner's initiation of a bankruptcy action, assignment for the benefit of Owner's creditors, or appointment of a receiver, trustee, liquidator or custodian of Owner shall be a breach. The termination of this Agreement shall not relieve Owner of its obligations for payment of any charges due to Us. (Emphasis added).

Reinstatement and Assignment. We may refuse to offer a new Agreement after cancellation by either party. Further, this Agreement is specific to the current Owner and not transferrable. **We may refuse a new Agreement to succeeding owners. Owner remains responsible for all charges relating to the Rental Property unless and until we receive and accept Owner's notice of the sale or transfer of the property.** If Owner adds additional rental properties, Owner must submit a request to cover those properties. If such a request is verbal, it must be followed up with a written confirmation, which may be by email, for coverage of the additional properties, or removal of properties. (Emphasis added)

10. Additionally, the Revert-to-Owner agreement details how notice must be provided.

ii. The Complainant's Properties

11. The Complainant owned a duplex, with both service addresses included on their Revert-to-Owner agreement.¹ On September 29, 2021, the Complainant requested to stop their natural gas service at 834 N. Glendale. Kansas Gas Service does not have any record the Complainant requested to stop service at 832 N. Glendale at this time. Likewise, Kansas Gas Service does not have any record the Complainant requested to terminate their Revert-to-Owner agreement at this time.

12. On May 16, 2022, the Complainant contacted Kansas Gas Service regarding a bill for service at 832 N. Glendale. While the Complainant indicated they had sold this property and believed they had canceled service, Kansas Gas Service made them aware their Revert-to-Owner agreement was still effective. As a result of this call, Kansas Gas Service terminated the Revert-to-Owner agreement at 832 N. Glendale. Unfortunately, neither the Complainant nor Kansas Gas Service discussed the Revert-to-Owner agreement for 834 N. Glendale. Because of this, the Revert-to-Owner at 834 N. Glendale remained active.

13. Service at 834 N. Glendale continued uninterrupted until April 11, 2024. At that point, no customers continued service and the Revert-to-Owner agreement automatically resumed service in the Complainant's name.

iii. Satisfaction of the Complainant's Request

14. Requiring customers to explicitly cancel Revert-to-Owner agreements is needed to ensure utility service is not mistakenly interrupted. Coupled with this requirement's conspicuous placement in the Revert-to-Owner agreement, it's reasonable for a property owner to take this step.

¹ The service addresses were: 832 N. Glendale St., Wichita, Kansas 67208 ("832 N. Glendale"); and 834 N. Glendale St., Wichita, Kansas 67208 ("834 N. Glendale").

15. However, the Complainant and Kansas Gas Service had an opportunity to address the Revert-to-Owner agreement in 2022. While neither party mentioned the agreement, in this unique case, Kansas Gas Service believes the customer's request to cancel their Revert-to-Owner agreement at 832 N. Glendale should be treated as a request to cancel their Revert-to-Owner agreement altogether. For this reason, Kansas Gas Service will waive the \$488.51 charge and cease collection attempts of this amount. Pursuant to K.A.R. 82-1-220(c) this will fully satisfy the action complained of and resolve this matter.

16. By agreeing to provide the Complainant the requested relief, there is no active or ongoing dispute between the Complainant and Kansas Gas Service. For that reason, the case has become moot. Kansas Gas Service respectfully requests the Commission issue an order closing this docket.

WHEREFORE, Kansas Gas Service having provided the Complainant the relief requested respectfully moves the Commission to issue an order closing this docket, and for such further relief as the Commission deems just and reasonable.

Respectfully submitted,

/s/ Robert Elliott Vincent
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VERIFICATION

STATE OF KANSAS)
)
COUNTY OF JOHNSON)

I, Robert Elliott Vincent, of lawful age, being first duly sworn upon oath, states as follows: I am a Managing Attorney for Kansas Gas Service, a Division of ONE Gas, Inc. I have read the above *Answer and Motion to Close Docket* and all the statements therein are true to the best of my knowledge, information, and belief.



Robert Elliott Vincent

Affiant

SUBSCRIBED AND SWORN to before me on 6/5/28.



Notary public

My Appointment Expires:

6/5/26



CERTIFICATE OF SERVICE

I, Robert Elliott Vincent, hereby certify that a copy of the above and foregoing *Answer and Motion to Close Docket* was forwarded this 2nd day of June, 2025, addressed to:

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