

BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY
DEPARTMENT OF CUSTOMER SERVICES

IN RE: [REDACTED]
[REDACTED] 23rd Street, SE.
Washington, DC 20020

Account No: [REDACTED]
Case No: 2018-09-19

Amount in Dispute - \$ 369.11

Before Janet W. Blassingame, Hearing Officer
September 18, 2018 at 1:00 p.m.

SETTLEMENT OF DISPUTE AND ORDER OF DISMISSAL

The customer contested water and sewer bills for the above account for the period of time September 22, 2017 to October 23, 2017. The DC Water and Sewer Authority (DC Water) investigated the water and sewer charges and determined that the charges were valid and an adjustment to the account was not warranted. The customer appealed DC Water's decision and requested an administrative hearing.

This matter was scheduled for hearing on September 18, 2018. Present for hearing were [REDACTED] and Eileen Wright, Communication Specialist, in behalf of DC Water.

The property involved is a single family rowhouse occupied by [REDACTED]. The property has two and one-half (2 ½) bathrooms, one kitchen, a washing machine, and a dishwasher. Ms. [REDACTED] stated that she does not know if the property has an outside faucet. She stated that she has lived in the house since March 2017.

As a preliminary matter, Ms. [REDACTED] clarified that she is not disputing the total charge of her water and sewer bill and that she has, in fact paid Sixty-nine Dollars and eleven cents (\$69.11) leaving Three Hundred Dollars (\$300.00) in dispute.

Ms. [REDACTED] stated that the bill in dispute reflected that she had used 23,936 gallons of water. She asserted that her average usage is 1,861 gallons of water. She stated that she lives alone and never uses her basement bathroom. She asserted that she believes that no one can use 23,000 gallons of water in one month.

Ms. [REDACTED] testified that a DC Water service technician appeared at her house, unannounced, on August 18, 2017, when her fiancé just happened to be at the house so that the technician was able to gain admittance, and, after conducting an internal inspection, the service technician found no leaks

Ms. Wright stated that she had submitted an adjustment to the account in the amount of Three Hundred Two Dollars and forty-seven cents (\$302.47).

Upon Ms. Wright's pronouncement that her account would be adjusted, Ms. [REDACTED] expressed her satisfaction and left the hearing.

Accordingly, this matter is deemed satisfied and resolved and, as such, the same is hereby DISMISSED.

By: *Janet W. Blessingame*
Janet W. Blessingame, Hearing Officer

Date: Oct. 11, 2018

Copy to:

Ms. [REDACTED]
[REDACTED] 23rd Street, SE
Washington, DC 20020

BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

DEPARTMENT OF CUSTOMER SERVICES

IN RE: [REDACTED]
[REDACTED] Jocelyn Street, NW
Washington, DC 20015

Account No: [REDACTED]
Case No: 2018-09-20

Amount in Dispute - \$ 322.78

Before Janet W. Blassingame, Hearing Officer
September 18, 2018 at 2:00 p.m.

The customer contested water and sewer bills for the above account for the period of time June 6, 2018 to July 9, 2018. The DC Water and Sewer Authority (DC Water) investigated the water and sewer charges and determined that the charges were valid and an adjustment to the account was not warranted. The customer appealed DC Water's decision and requested an administrative hearing.

This matter was scheduled for hearing on September 18, 2018. Present for hearing were [REDACTED], wife of [REDACTED], and Eileen Wright, Communication Specialist, in behalf of DC Water.

The property involved is a two (2) story residence with an attic and a basement apartment; the basement apartment is not used as a rental unit. The property has two and one-half (2 ½) bathrooms upstairs and one bathroom in the basement, a kitchen and a kitchenette, a washing machine, a dishwasher, radiators in one-half of the house, and two (2) outside faucets. The customer stated that her husband has lived in the residence since year 1976 and she came in year 2009 after they married. She stated that the water and sewer bill is, generally, below One Hundred Twenty Dollars (\$120.00) per billing cycle.

The customer testified that she and her husband were not up to anything different or special when a spike in their water usage occurred between June 18th – 25th. According to the customer, they had no visitors during the period of the usage spike. She testified that there were no leaks and she did not see or hear any running water. The customer did, however, state that renovation was started on the front hall bathroom. Ms. [REDACTED] stated that the construction company started tearing out the bathroom on June 19th. She stated that a master plumber came out to their house two (2) weeks after the bathroom renovation was started to do the pipe work necessary for the bathroom renovation.

The customer testified that water usage declined and that the increased water usage was and has been a one-time occurrence.

Ms. Wright stated that DC Water considers the charges to be valid based upon meter readings from the property. She stated that there was reported increased water usage occurring at the property between June 18, 2018 and June 25, 2018. Ms. Wright explained that the property

has an AMR meter with a meter transmittal unit (MTU) which transmits hourly meter reads from the property to data control units throughout the City.

Ms. Wright testified that on June 18th starting between 11:00 a.m. and Noon, usage started registering on the water meter every hour and continued to do so until June 25th between 3:00 p.m. and 4:00 p.m. when it stopped and resumed to normal use pattern. Ms. Wright testified that since the initial spike, she can see in the customer's usage record that two (2) smaller spikes have occurred. The first small spike was on June 29, 2018 between 7:00 a.m. and 2:00 p.m. She stated that the second small spike occurred on June 30th between 7:00 a.m. and ended between 11:00 p.m. and Midnight. Ms. Wright expounded that between June 18th and June 25th, the customers used 19.72 CCF of water which amounted to a daily average usage of 2.817 CCF.

Ms. Wright testified that DC Water removed and tested the water meter and the meter was determined to have 101.08% accuracy which is within accepted range of accuracy as established by the American Water Works Association. Ms. Wright stated that the acceptable range of accuracy for water meters is 98.5% to 101.5%. Ms. Wright stated that it was her conclusion that the water meter was functioning properly.

Ms. Wright asserted that the increased water usage occurring at the property was not the result of an underground leak because usage declined and returned to within normal range without any repairs being performed and underground leaks cannot stop without first being repaired. Ms. Wright concluded stating that she believed that a repair was performed or something was turned off involving either an internal fixture or outside faucet and that the water usage was under the control of the owner.

Based upon the foregoing testimony and evidence adduced during the hearing, the Hearing Officer makes the following:

FINDINGS OF FACT

1. The property involved is a residence owned and occupied by [REDACTED] and his wife, [REDACTED]. (Testimony of [REDACTED])
2. The period in dispute is June 6, 2018 to July 9, 2018. (Testimony of the parties)
3. There was a significant spike in water usage recorded at the property between June 18, 2018 and June 25, 2018. (Testimony of the parties; DC Water meter readings)
4. Water usage at the property declined and returned to normal on June 25, 2018 but spiked on two (2) subsequent dates- June 29, 2018 and June 30, 2018. (Testimony of the parties; DC Water meter readings)
5. During the period of increased water consumption occurring at the property, a construction company commenced renovation work on a bathroom and the bathroom renovation work continued over at least a two (2) week period and involved pipe work by a master plumber. (Testimony of [REDACTED])
6. DC Water removed and tested that water meter from the property and the water meter was determined to have 101.8% accuracy. (Testimony of Eileen Wright; DC Water Meter Test Results)

7. DC Water ruled out the existence of an underground leak as a possible cause of the increased water usage recorded at the property because the usage declined without necessity of the utility performing any repair and in order for an underground leak to stop, repairs must be made. (Testimony of Eileen Wright)

CONCLUSIONS OF LAW

1. The burden of proof is on the customer to show, by a preponderance of evidence, that the decision of DC Water is incorrect. (21 DCMR 420.7 and 420.8)
2. DC Water is obligated to investigate a challenge to a bill by doing any or all of the following:
 - (a) Verify the computations made in the formulation of the water and sewer charges;
 - (b) Verify the meter reading for possible meter overread or doubtful registration;
 - (c) If feasible, check the premises for leaking fixtures, underground invisible leaks, and house-side connection leaks;
 - (d) Check the meter for malfunction;
 - (e) Check the water-cooled air conditioning system, if any, for malfunction; and
 - (f) Make a reasonable investigation of any facts asserted by the owner or occupant which are material to the determination of a correct bill. (See, 21 DCMR 403)
3. D.C. Municipal Regulations bar adjustment of a customer's bill when all checks and tests provide no reasonable explanation for excessive water consumption. (See 21 DCMR 408 which states: "In cases in which all checks and tests result in inconclusive findings that provide no reasonable explanation for excessive consumption, no adjustment shall be made to the bill for any portion of the excessive consumption, except as may be approved by the General Manager, based upon a demonstration by the owner or occupant that such an adjustment will further a significant public interest.")

DECISION

In this case, the customer was unable to establish a prima facie case that more likely than not the bill in dispute was wrong or for some other reason, she and her husband should not be held responsible for its payment.

The customer testified that she was not aware of any leaks or plumbing issues within the house which could have caused high water usage to register on the water meter. Even though the customer testified that nothing unusual was going on at the property to cause high water consumption, she, also, testified that renovation of one of the bathrooms was started during the period involved and, specifically, that the construction company was tearing out the bathroom and that a plumber came in to perform work on the bathroom pipes approximately two (2) weeks after the start of the demolition work. The customer testified that the bathroom demolition

started on June 19th. Ms. Wright for DC Water was very specific based upon the meter read records that the high-water usage started at the property on June 18th between 11:00 a.m. and Noon. Mr. ██████ attached to the Administrative Hearing Petition filed in this matter, a Statement of Facts Concerning Disputed Charges in which he stated "Although we were having plumbing work done in the house, the plumber- Master Plumbing of Silver Spring- states they did nothing during this period that would account for the sudden increase in water usage during the eight days in question." Mr. ██████ went on to assert that he believed that the recorded high usage was due to a meter-reading problem- defective software perhaps or some other technical issue. Based upon the statement accompanying the petition, it is quite possible that the demolition work testified to by Mr. ██████ wife during the hearing, started sometime other than June 19th as she testified, for Mr. ██████'s statement was that the plumbing work was being done in the house during the period that high water usage was recorded. As such, when the demolition work actually was started is not clear and the Hearing Officer cannot accept the testimony as true that the high-water usage started before the bathroom work was started in the house since Mr. ██████ statement suggested that the bathroom project was simultaneous with the high-water usage. The Hearing Officer further does not credit Mr. ██████'s statement that the plumber did nothing during the period that would account for the increase in water usage. ██████ did not testify as to the nature of the plumbing work other than to state that the bathroom was being demolished. The plumber gave no statement as to the nature of the work performed during the period of increased water usage and the customer did not provide a copy of the work contract or any statement of services, which would have allowed for an assessment of the work and whether it could have been a cause of the water usage.

On DC Water's part, the utility established that it investigated the challenge to the charges by performing a meter test which resulted in a determination that the meter was registering water usage within accepted range of meter accuracy. The utility presented hourly meter reads from the property which reflected both the start of the increased water consumption and when the spike declined. The utility further was able to exclude the existence of an underground leak as a possible cause of the spike in water consumption. Lastly, the utility had meter reads reflecting the occurrence of spikes in water used at the property beyond the initial spike period- June 18th -25th. Lastly, the utility provided an assessment that the increased water usage was controlled at the property either through an internal fixture or outside faucet.

While the plumber on site during the occurrence of increased water usage denied to the owner that anything was done to have caused the increased usage, the weight of the evidence supports DC Water's position that the charges are valid and no basis exists to adjust the account.

Pursuant to the DC Municipal Regulations, when no reasonable explanation is found after tests and checks are performed to find a cause of increased water consumption at a property, the utility is barred from adjusting the customer's account for increased water consumption. (See, 21 DCMR 408) Here, the water meter was determined to be accurately registering water usage, the charges were based upon hourly meter reads from the property, the increased water usage was

not caused by an underground leak and plumbing work was being performed at the property during the period that increased water usage occurred.

Based upon the foregoing, the determination by DC Water that the charges are valid and no basis for adjustment of the customer's account exists, is hereby AFFIRMED.

By: *Jane W. Blessingame*
Jane W. Blessingame, Hearing Officer

Date: Oct. 11, 2018

Copy to:

Mr. [REDACTED]
[REDACTED] Jocelyn Street, NW
Washington, DC 20015

**BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY
DEPARTMENT OF CUSTOMER SERVICES**

IN RE: [REDACTED]
[REDACTED] 12th Street, NW
Washington, DC 20018

Case No: 2018-09-01
Account No: [REDACTED]

Amount in Dispute - \$ 645.12

Before Janet W. Blassingame, Hearing Officer
September 5, 2018 at 10:00 a.m.

AMENDED ORDER OF DEFAULT

The customer contested a water and sewer bill for the above account for the period of time October 31, 2017 to January 2, 2017. The DC Water and Sewer Authority (DC Water) investigated the water and sewer charges and determined that an adjustment to the account was not warranted, that the charges were valid and that the account was billed based on actual meter readings. The customer appealed DC Water's decision and requested an administrative hearing.

This matter was scheduled for hearing on September 5, 2018. Present for hearing were Eileen Wright, Communication Specialist, DC Water and Shantel Knox, Communication Agent, DC Water.

The customer was afforded a thirty (30) minute grace period and although the hearing was delayed until 10:30 a.m., the customer failed to appear. The letter of notification that was sent to the customer advised him that "Failure to appear at your scheduled hearing may result in a default judgment being entered against you." (See, 21 DCMR 415.3) As such, based upon customer's failure to appear or to request in advance that the hearing be postponed, a default judgment is entered against the customer and the determination that the bill is valid is affirmed.

By: Janet W. Blassingame
Janet W. Blassingame, Hearing Officer

Date: Oct. 18, 2018

Copy to:

[REDACTED]
[REDACTED] 12th Street, NW
Washington, DC 20005

[REDACTED]
[REDACTED] Adams Street, NW
Washington, DC 20001

BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY
DEPARTMENT OF CUSTOMER SERVICES

IN RE: [REDACTED]

[REDACTED] Columbia Road, NW
Washington, DC 20001

Account No: [REDACTED]
Case No: 2018-09-03

Amount in Dispute - \$ 2,346.59


Before Janet W. Blassingame, Hearing Officer
September 5, 2018 at 1:00 p.m.

ORDER OF DEFAULT

The customer contested a water and sewer bill for the above account for the period of time January 10, 2018 to April 9, 2018. The DC Water and Sewer Authority (DC Water) investigated the water and sewer charges and determined that the charges were valid and an adjustment to the account was not warranted. The customer appealed DC Water's decision and requested an administrative hearing.

This matter was scheduled for hearing on September 5, 2018. Present for hearing were Eileen Wright, Communication Specialist, DC Water and Shantel Knox, Communication Agent, DC Water.

The customer was afforded a thirty (30) minute grace period and although the hearing was delayed until 1:30 p.m., the customer failed to appear. The letter of notification that was sent to the customer advised him that "Failure to appear at your scheduled hearing may result in a default judgment being entered against you." (See, 21 DCMR 415.3) As such, based upon customer's failure to appear or to request in advance that the hearing be postponed, a default judgment is entered against the customer and the determination that the bill is valid is affirmed.

By: 
Janet W. Blassingame, Hearing Officer

Date: Oct. 11, 2018

Copy to:

[REDACTED]
[REDACTED] Columbia Road, NW
Washington, DC 20001-2904

BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY
DEPARTMENT OF CUSTOMER SERVICES

IN RE: [REDACTED]

[REDACTED] 11th Street, NE
Washington, DC 20002

Account No: [REDACTED]
Case No: 2018-09-04

Amount in Dispute - \$ 1,082.76

Before Janet W. Blassingame, Hearing Officer
September 5, 2018 at 2:00 p.m.

ORDER OF DEFAULT

The customer contested a water and sewer bill for the above account for the period of time January 4, 2018 to March 2, 2018. The DC Water and Sewer Authority (DC Water) investigated the water and sewer charges and determined that the charges were valid and an adjustment to the account was not warranted. The customer appealed DC Water's decision and requested an administrative hearing.

This matter was scheduled for hearing on September 5, 2018. Present for hearing were Eileen Wright, Communication Specialist, DC Water and Shantel Knox, Communication Agent, DC Water.

The customers were afforded a thirty (30) minute grace period and although the hearing was delayed until 1:30 p.m., neither customer appeared for the hearing. The letter of notification that was sent to the customers advised them that "Failure to appear at your scheduled hearing may result in a default judgment being entered against you." (See, 21 DCMR 415.3) As such, based upon customers' failure to appear or to request in advance that the hearing be postponed, a default judgment is entered against the customer and the determination that the bill is valid is affirmed.

By: Janet W. Blassingame
Janet W. Blassingame, Hearing Officer

Date: Oct. 11, 2018

Copy to:

[REDACTED]
[REDACTED] 11th Street, NE
Washington, DC 20002

BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY
DEPARTMENT OF CUSTOMER SERVICES

IN RE: [REDACTED]
[REDACTED] Monroe Street, NE
Washington, DC 20018

Account No: [REDACTED]
Case No: 2018-09-05

Amount in Dispute - \$279.06

Before Janet W. Blassingame, Hearing Officer
September 12, 2018 at 10:00 a.m.

The customer contested a water and sewer bill for the above account for the period of time March 16, 2018 to April 16, 2018. The DC Water and Sewer Authority (DC Water) investigated the water and sewer charges and determined that the charges were valid and an adjustment to the account was not warranted. The customer appealed DC Water's decision and requested an administrative hearing.

This matter was scheduled for hearing on September 12, 2018. Present for hearing were: [REDACTED]; Eileen Wright, Communication Specialist, DC Water; as well as, Shantel Knox, Communication Agent, DC Water, and, Arlene Andrews, Communication Agent, DC Water, who were observing.

The property involved is a single-family residence owned by [REDACTED] and which she occupies with her two (2) year old daughter. Ms. [REDACTED] identified [REDACTED] as her mother from whom she inherited the property. The house has three and one-half (3 ½) bathrooms, one kitchen, and one outside faucet. Ms. [REDACTED] stated that her water and sewer bill, generally, is One Hundred and One Dollars (\$101.00) per billing cycle with little or no fluctuation in cost of service.

Ms. [REDACTED] testified that she was told by DC Water that there was a spike in water usage at her house between March 25, 2018 and March 29, 2018. Ms. [REDACTED] testified that she was out-of-town between March 20, 2018 and March 29, 2018 and she provided copy of her ticket receipts for United Airlines and American Airlines reflecting purchase of travel tickets. Ms. [REDACTED] asserted that no one came into her house during her absence and she pointed out that she has Ring door bell and an alarm system, neither of which gave indication of anyone entering her property. [REDACTED] added that she expected a lower bill than normal from DC Water because she had been out-of-town, as opposed to a higher bill than normal during her period of travel.

Ms. [REDACTED] further, testified that she maintains a home warranty for her property to ensure its upkeep and maintenance. She stated that a plumber performed work at the house on March 6, 2018 relating to a pressure valve in a wall that was causing noise. She stated that the referenced plumbing work bore no relationship to her water usage and did not affect water usage in the home.

Ms. [REDACTED] stated that, at the time of the alleged spike, she was not registered with DC Water for HUNA notifications. She stated that she is now registered for HUNA notifications but that her usage is back to normal. She testified that she has not performed any self-repairs and that she has not had any plumbing services performed at the property to affect water usage. She, further, testified that she does not have to jingle the toilet handles to stop any toilet from running, she has not observed any leaky faucets and she has not observed any standing water in or about her house. She added that she is big on conserving water and cannot explain what caused any spike in her water usage.

Ms. Wright stated that DC Water considers the disputed charges to be valid and that it bases its determination regarding the validity of the charges upon meter readings from the property.

Ms. Wright testified that there was a recorded spike in water usage occurring at the property between March 23, 2018 and March 29, 2018. Ms. Wright explained that the customer has an AMR meter at her property and that there is a MTU attached to the meter that transmits meter reads. Ms. Wright stated that the last two digits of a meter read will reflect whether water usage has occurred at a property. She clarified, however, that DC Water does not bill a customer for water usage until the customer has used at least one CCF of water.

By referring to the meter readings from Ms. [REDACTED]'s property, Ms. Wright pointed out that water usage stopped at the house on March 20, 2018 at 2:00 p.m. and re-started at 6:00 p.m. in a very small amount and, then, stopped until between 11:00 p.m. and Midnight. She pointed out that usage stopped for two (2) hours on March 21st and then maintained an on and off pattern. She stated that the water meter dial increased movement on the 23rd around 11:00 and usage registered on the water meter every hour until March 30th between 5:00 and 6:00 p.m. Ms. Wright asserted that someone at the property either repaired something or turned something off after 7:00 p.m. on the 30th of March and thereafter water usage returned to the customer's normal pattern.

Ms. Wright testified that between March 23, 2018 and March 30, 2018, the customer used 17 CCF of water and had an average daily usage of 2.428 CCF which equates to 1800 gallons of water per day.

Ms. Wright testified that DC Water removed the customer's water meter for testing and that the test results were that the meter had 100.84% overall accuracy. Ms. Wright explained that meter accuracy has been established by the American Water Works Association and that water meters having a range of 98.5% to 101.5% are considered to be accurately registering water usage.

Ms. Wright stated that it was her conclusion that the high-water usage was caused by something inside or outside of the house. She stated that she knows that the high usage was not the result of an underground leak because underground leaks will not stop until repairs are performed.

Ms. Wright retracted her earlier testimony and stated that increased usage on the

customer's water meter actually stopped on March 28, 2018 between 1:00 p.m. and 2:00 p.m.

Ms. [REDACTED] asked Ms. Wright what was her water consumption between March 29, 2018 and April 29, 2018 and Ms. Wright referred to the meter reads from the property and calculated that the customer used 6 CCF or 5000 gallons of water during the period.

Ms. [REDACTED] concluded by stating that she just cannot figure out what happened to cause high water consumption at her home while she was out-of-town. She added that her nanny did not come into the house during her absence.

Based upon the foregoing testimony and evidence adduced during the hearing, the Hearing Officer makes the following:

FINDINGS OF FACT

1. The property involved is a single-family residence owned by [REDACTED]. (Testimony of [REDACTED])
2. The period in dispute is March 16, 2018 to April 16, 2018. (Testimony of the parties)
3. DC Water investigated the customer's dispute of charges and determined that the charges were valid and adjustment of the customer's account was not warranted. (Testimony of Eileen Wright; DC Water Investigation Report Letter dated 05/29/18)
4. A significant increase in water usage registered on the customer's water meter between March 23, 2018 and March 28, 2018. (Testimony of Eileen Wright)
5. The customer with her toddler were out-of-town from March 20, 2018 until March 29, 2018. (Testimony of [REDACTED])
6. Water usage stopped at the residence on March 20, 2018 at approximately 2:00 p.m. but re-started at 6:00 p.m. and again stop before Midnight but re-started on March 21st and continued off and on until March 23, 2018 when the usage significantly increased and continued on an hourly basis until it stopped on March 28, 2018. (Testimony of Eileen Wright; DC Water Meter Read records)
7. The customer denies that anyone had access to the property in her absence and the customer did not see any standing water nor was she aware of the existence of any plumbing issues at the property. (Testimony of [REDACTED])
8. DC Water removed and tested the water meter and the meter was determined to have 100.84% accuracy which is within accepted range of accuracy for a water meter. (Testimony of Eileen Wright; DC Water Meter Test Results)
9. Since March 29, 2018, there have been no spike in water usage at the property. (Testimony of the parties)
10. DC Water ruled out the existence of an underground leak as a possible cause of the spike in water usage which occurred at the property before the usage declined without the necessity of repairs being performed and underground leaks required repair for stoppage. (Testimony of Eileen Wright)

CONCLUSIONS OF LAW

1. The burden of proof is on the customer to show, by a preponderance of evidence, that the decision of DC Water is incorrect. (21 DCMR 420.7 and 420.8)

2. Once the customer establishes a prima facie case that s/he did not use and/or was not responsible for payment of the water as charged, the burden shifts to DC Water to rebut the customer's claim that s/he did not use the water as charged. (Gatewood v. DC WASA, Case No: 12-AA-368, decided DC Court of Appeals on July3, 2013)
3. DC Water is obligated to investigate a challenge to a bill by doing any or all of the following:
 - (a) Verify the computations made in the formulation of the water and sewer charges;
 - (b) Verify the meter reading for possible meter overread or doubtful registration;
 - (c) If feasible, check the premises for leaking fixtures, underground invisible leaks, and house-side connection leaks;
 - (d) Check the meter for malfunction;
 - (e) Check the water-cooled air conditioning system, if any, for malfunction; and
 - (f) Make a reasonable investigation of any facts asserted by the owner or occupant which are material to the determination of a correct bill. See, 21 DCMR 403
4. D.C. Municipal Regulations bar adjustment of a customer's bill when all checks and tests provide no reasonable explanation for excessive water consumption. (See 21 DCMR 408 which states: "In cases in which all checks and tests result in inconclusive findings that provide no reasonable explanation for excessive consumption, no adjustment shall be made to the bill for any portion of the excessive consumption, except as may be approved by the General Manager, based upon a demonstration by the owner or occupant that such an adjustment will further a significant public interest.")

DECISION

The customer established a prima facie case that the disputed bill was more likely than not wrong because she was away from the home during the time that high water usage registered on the water meter, that no one had access to her home in her absence and that she was unaware of any plumbing issues in the home. In rebuttal, DC Water presented a meter test reflecting the accuracy of the water meter and it investigated the customer's dispute and ruled out the existence of an underground leak as a possible cause of the water usage. DC Water further presented its record of transmitted meter reads from the property and billing statement reflecting that the disputed bill was based upon an actual meter read.

DC Water concluded that the increased usage was the result of an internal fixture or outside faucet but it did not offer a definitive cause of the spike in usage that registered on the water meter. The meter test established that the meter was operating accurately and the utility was able to rule out the existence of an underground leak as a possible cause of the increased water usage. Most importantly, the evidence and testimony established that the usage coincided

with the customer's travel dates and that regular usage resumed on the day that the customer returned home.

In the end, no one could establish the cause of the water usage but, because DC Water could establish that its meter was functioning, the MTU was functioning and water usage was registered on the meter and there was not an underground leak as a possible cause of the usage, the weight of the evidence favors the utility.

Ultimately, a property owner is responsible for water used at her property. In this case, even though the owner was out of town, there was water used in her absence. Such use could have been due to an internal fixture, such as a toilet, or, due to an outside faucet, as assumed by Ms. Wright, or, someone could have tapped into the water from the outside faucets. The only fact established with certainty is that the water usage occurred and that the billing is accurate and correct.

Pursuant to the D.C. Municipal Regulations in situations where the tests and checks failed to conclusively establish the cause of high-water consumption, DC Water is barred from adjusting a customer's account for such high-water usage. (See, 21 DCMR 408) Accordingly, based upon foregoing, the determination by DC Water that the charges are valid and no basis exists to adjust the customer's account is hereby AFFIRMED.

By: *Janet W. Blassingame*
Janet W. Blassingame, Hearing Officer
Date: Oct. 11, 2018

Copy to:

Ms. [REDACTED]
[REDACTED] Monroe Street, NE
Washington, DC 20018

BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY
DEPARTMENT OF CUSTOMER SERVICES

IN RE: [REDACTED]
[REDACTED] University Avenue, NW
Washington, DC 20016

Account No: [REDACTED]
Case No: 2018-09-06

Amount in Dispute - \$ 352.79

Before Janet W. Blassingame, Hearing Officer
September 12, 2018 at 11:00 a.m.

The customer contested a water and sewer bill for the above account for the period of time February 3, 2018 to March 2, 2018. The DC Water and Sewer Authority (DC Water) investigated the water and sewer charges and determined that the charges were valid and an adjustment to the account was not warranted. The customer appealed DC Water's decision and requested an administrative hearing.

This matter was scheduled for hearing on September 12, 2018. Present for hearing were: [REDACTED]; Eileen Wright, Communication Specialist, DC Water; as well as, observers Shantel Knox, Communication Agent, DC Water, and, Arlene Andrews, Communication Agent, DC Water.

The property involved is a single-family residence owned and occupied by [REDACTED] and his wife. The property has four (4) bathrooms, one kitchen, a washing machine, a dishwasher, three (3) outside faucets, and a laundry room sink. Mr. [REDACTED] stated that his water and sewer bill generally ranges between Forty-five Dollars (\$45.00) and One Hundred Dollars (\$100.00) per billing cycle.

Mr. [REDACTED] testified that he and his wife were out-of-town during one of the weeks encompassed in the billing cycle in dispute. He also testified that he did not notice anything amiss at his property and that he did not receive an email from DC Water alerting him of high-water usage occurring at his home. Mr. [REDACTED] observed that the only other time that he had a high bill from DC Water, the utility sent him an email alerting him that high water usage was occurring and he was able to check his property and he found a toilet had not shut-off. Mr. [REDACTED] asserted that, had he received notice from DC Water that high usage was occurring at his property, he would have checked it out. The customer, also, testified that DC Water failed to send him a bill for services in February, 2018 and, instead, he received two (2) billings from the utility- one for February service and one for March service- at the same time. Mr. [REDACTED] stated that he was told by a customer service representative that there had been a system failure which prevented his February billing from being sent out.

Mr. [REDACTED] testified that a DC Water service technician inspected his home for leaks and no leaks were found. Mr. [REDACTED] stated that he cannot see any evidence of high-water usage. Moreover, he stated that he was traveling in February from February 4th to February 11th. He

reiterated that he does not understand why he did not receive a high usage alert notice from DC Water when he was registered with the utility for such notices. He asserted that the utility's failure to tell him when high usage was occurring at the house as well as its failure to send him his bill in a timely manner were errors by DC Water.

Ms. Wright stated that DC Water considers the charges to be valid based upon meter reads from the property. She explained that the customer has an automated water meter and a device (MTU) attached to the meter which transmits meter reads from the property. Ms. Wright, however, testified that the MTU at Mr. [REDACTED]'s property had stopped transmitting in year 2016 and, because the MTU was not working, the utility was unable to provide to the customer a high usage alert when high usage was occurring at the property. Ms. Wright added that HUNA is provided as a courtesy to DC Water's customers and the utility bears no liability to a customer when an alert is not sent.

Ms. Wright stated that DC Water sent a technician to read the water meter at Mr. [REDACTED]'s house for each month that the MTU was not working, except for the months just before this incident of high-water usage occurring at the property. She stated that DC Water estimated the customer's water usage for the bill dated February 22, 2018. She further stated that the customer did not get a bill in March 2018 and that the bill dated April 20, 2018 covered the period February 3, 2018 to March 2, 2018. Ms. Wright stated that DC Water did not have a technician available to come out to the [REDACTED] home to obtain a meter read in March 2018. Ms. Wright acknowledged that the customer received two (2) bills, both, dated April 20, 2018 and that the 2nd bill covered the period March 3, 2018 to April 3, 2018 and was based upon an actual meter read. Ms. Wright testified that each bill dated April 20, 2018 was based upon an actual read of the water meter by a service technician. Ms. Wright testified that the bill covering the period February 3, 2018 to March 2, 2018 does not reflect an adjustment for estimated billing for water used because DC Water no longer back-bills its customers.

Ms. Wright testified that prior March 2, 2018, the water meter at the [REDACTED] property was last read on January 6, 2018. She stated that the high-water usage occurred sometime between January 7, 2018 and March 2, 2018. She stated that she does not have an exact period of when the high usage occurred at the property because the MTU was not working.

Ms. Wright stated that DC Water conducted an internal inspection of the property on May 7, 2018 and no leaks were found. She testified that the utility removed the customer's water meter for testing on May 22, 2018 and the water meter was determined to have 98.72% accuracy which is accepted accuracy for a water meter pursuant to standard set by the American Water Works Association.

Ms. Wright testified that DC Water was not changing MTUs at properties during the time that Mr. [REDACTED] experienced high-water usage because the utility had an on-going major project. Ms. Wright stated that the utility did change the customer's MTU when the meter was removed for testing- May 22, 2018. Ms. Wright acknowledged that despite the placement of a new MTU at the property, DC Water estimated the customer's water usage for June, July and August 2018. She stated that the customer's usage was continued to be estimated because information for his new water meter and its reads had not been updated to DC Water's system and, as such, the

customer was billed based upon estimates for June, July and August 2018 after the meter change.

Ms. Wright testified that the customer's bill dated August 20, 2018 covered the period May 3, 2018 to August 9, 2018- 99 days- and resulted in a Forty-four Dollars and ninety cents (\$44.90) credit to the customer's account because water usage was over-estimated for the period.

Mr. [REDACTED] stated that he has his water and sewer account on automatic payment and even though he disputed his billing, he has not stopped the automatic payments so the disputed bill is paid.

Based upon the foregoing testimony and evidence presented during the hearing, the Hearing Officer makes the following:

FINDINGS OF FACT

1. The property involved is a single-family residence owned and occupied by [REDACTED] and his wife. (Testimony of [REDACTED])
2. The period in dispute is February 3, 2018 to April 3, 2018. (Testimony of the parties and Bill Summaries dated April 20, 2018 for the periods covering February 3, 2018 to March 2, 2018 and March 3, 2018 to April 3, 2018)
3. The MTU device stopped transmitting meter reads from the property in year 2016 and was not replaced until May 22, 2018. (Testimony of Eileen Wright)
4. After the MTU stopped transmitting meter reads, DC Water would send a technician to obtain a meter read from the property but failed to do so after January 6, 2018 until March 2, 2018. (Testimony of Eileen Wright)
5. DC Water estimated the customer's water usage in January- February 2018 per its billing dated February 22, 2018. (Testimony of Eileen Wright, Bill Summary dated 2/22/18)
6. DC Water obtained a meter read from the property on March 2, 2018 but did not bill the customer for service based upon the meter read until it sent a bill to the customer dated April 20, 2018. (Testimony of Eileen Wright; Bill Summary dated 4/20/18)
7. DC Water changed the MTU at the property on May 22, 2018 but failed to bill the customer based upon actual meter reads through August 2018. (Testimony of Eileen Wright)
8. DC Water tested the water meter and the meter was determined to have 98.72% accuracy. (Testimony of Eileen Wright; DC Water Meter Test Results)
9. DC Water conducted an internal inspection of the property on May 7, 2018 and the service technician found no leaks at the property. (Testimony of the parties)
10. When DC Water obtained a meter read at the property on March 2, 2018, the read reflected that high-water usage had occurred at the property sometime between January 7, 2018 and March 2, 2018. (Testimony of Eileen Wright)
11. DC Water was unable and did not alert the customer of high-water usage occurring at his property because of its lack of meter reads from the property due to the failure of the MTU device. (Testimony of Eileen Wright)
12. The customer was unaware of any leaks or plumbing issues at his house but after receipt of the April 20, 2018 bills conducted a self-inspection and found nothing amiss. (Testimony of [REDACTED])

13. The customer had registered for HUNA alerts by DC Water and his contact information was correct. (Testimony of the parties)
14. The customer had been a recipient of a HUNA alert from DC Water prior to the period in dispute and upon receipt of the alert, the customer was able to find and resolve the problem causing high water usage to occur at the property and the customer asserted that had he received such an alert during the period in dispute, he would have taken action to find and correct any problem causing high-water usage in the house but, because DC Water failed to provide notice to him, he was prevented from seeking out and resolving the problem. (Testimony of [REDACTED])

CONCLUSIONS OF LAW

1. The burden of proof is on the customer to show, by a preponderance of evidence, that the decision of DC Water is incorrect. (21 DCMR 420.7 and 420.8)
2. Once the customer establishes a prima facie case that s/he did not use and/or was not responsible for payment of the water as charged, the burden shifts to DC Water to rebut the customer's claim that s/he did not use the water as charged. (Gatewood v. DC WASA, Case No: 12-AA-368, decided DC Court of Appeals on July 3, 2013)
3. DC Water is obligated to investigate a challenge to a bill by doing any or all of the following:
 - (a) Verify the computations made in the formulation of the water and sewer charges;
 - (b) Verify the meter reading for possible meter overread or doubtful registration;
 - (c) If feasible, check the premises for leaking fixtures, underground invisible leaks, and house-side connection leaks;
 - (d) Check the meter for malfunction;
 - (e) Check the water-cooled air conditioning system, if any, for malfunction; and
 - (f) Make a reasonable investigation of any facts asserted by the owner or occupant which are material to the determination of a correct bill.

See, 21 DCMR 403.
4. Meters shall be read quarterly, or at such other times as the Director shall determine. (21 DCMR 308.1 and 309.1)
5. If at any time, a meter, data collection device or transmitter fails to register correctly or collect, deliver or transmit data or otherwise operate or bears evidence of having been tampered with, as determined by qualified personnel of the Authority, the water charge for the interval in which the incident occurred shall be based on the average previous water consumption determined by meter readings. (21 DCMR 308.4)
6. Equitable laches comes into play when two prerequisites are met- the defendant must have been prejudiced by the plaintiff's delay and the delay must have been unreasonable. (See, King v. Kitchen Magic, 391 A.2d 1184, 1187-88 (D.C. 1978); Fannie B. Martin v. William Carter, 400 A.2d 326 (D.C. 1979).

7. D.C. Municipal Regulations bar adjustment of a customer's bill when all checks and tests provide no reasonable explanation for excessive water consumption. (See 21 DCMR 408 which states: "In cases in which all checks and tests result in inconclusive findings that provide no reasonable explanation for excessive consumption, no adjustment shall be made to the bill for any portion of the excessive consumption, except as may be approved by the General Manager, based upon a demonstration by the owner or occupant that such an adjustment will further a significant public interest.")

DECISION

The customer in this case was able to establish a prima facie case that more likely than not the bill being disputed was wrong or that he should not be held responsible for its payment due to fault/negligence of the utility. The basis of the customer's case was evidence and testimony of the customer not knowing of any leaks or plumbing problems within the residence, DC Water's failure to alert him of high-water usage occurring at his property even though it had a meter read indicating the same, and, DC Water's failure to timely bill him for water and sewer service.

On the part of DC Water in its rebuttal of the customer's case, the utility showed that the water meter was functioning properly and that the excessive usage was not caused by an internal leak. DC Water asserted that it did not know the cause of the high-water usage but the utility admitted that the MTU device was not functioning at the property, that it did not replace/repair the MTU device for an extended period due to project priorities and that it did not send a technician to read the water meter in lieu of a transmitted meter read.

There is a D.C. Municipal Regulation which bars DC Water from adjusting a customer's bill when all checks and tests are inconclusive as to what caused the excessive consumption. (See, 21 DCMR 408) Another regulation dictates that DC Water shall read its water meter quarterly, or at such other times as the Director shall determine. (21 DCMR 308.1 and 309.1) Here the utility read the water meter within the quarter, but, failed to advise the customer of the meter read. As such, the act of failing to bill or give notice defeats the purpose of the regulation which is to avoid extended periods of estimating a customer's water usage. Also, in this case, it is relevant whether either the utility or customer was capable of mitigating the loss through its knowledge that high usage was occurring. The customer testified that he was unaware of the high-water usage and he pointed to the historical water usage bills having generally ranged between Forty-five Dollars (\$45.00) and One Hundred Dollars (\$100.00) except for the bill in dispute. In this case, the MTU stopped transmitting meter reads over a year before the incident of high-water registration on the meter. Prior to the period at issue, the utility sent a technician to read the water meter, however, it failed to send a technician at the time that high usage was registering on the water meter. More importantly, when the utility did obtain a reading of the water meter and the read reflected that high water usage was/had occurred at the property, the utility neither notified the customer of the read and its indication of high water usage nor did the utility send a bill to the customer, in that, a bill also would have alerted the customer that

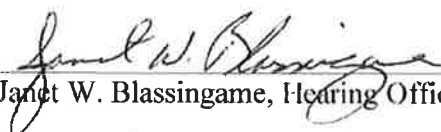
something was occurring at his property to cause registration on the water meter of high water usage. The utility estimated the customer's water usage for the February 22nd billing and, even though it obtained a reading from the water meter on March 2nd, it did not bill the customer in March. The last bill received by the customer, prior to his receiving two (2) bills dated April 20, 2018, was based upon a meter read obtained in January 2018. As such, the customer went from January 7, 2018 until receipt of the bills dated April 20, 2018 without any notice of high-water usage occurring at the property, even though DC Water knew of the high-water usage registration in March.

The issue herein is one of fairness to both sides. This is a case of DC Water failing to read the water meter, failing to replace a defective MTU device, and failing to alert the customer of high-water usage registering on his water meter when a meter read indicating such was obtained by the utility.

In some cases where a customer is caused harm through no fault of his/her doing but due to the utility's failure to perform some task, the customer is relieved from liability based upon the equitable defense of laches. Laches is an equitable defense against harm caused by another's delay or failure to act. In this case, DC Water knew the MTU at the property was not transmitting meter reads and it failed to read the meter and it estimated the customer's water usage and when it did obtain a meter read, it failed to bill the customer for the billing cycle pertaining to the meter read and it failed to advise the customer of the high usage as indicated by the meter read obtained. But for the utility's failures to act, the customer would have had an opportunity to stop the loss of water and to investigate and identify the cause of the high-water usage.



Based upon the facts presented, the Hearing Officer determines that laches is an appropriate defense for the customer against his liability for payment of the adjusted bill.

Accordingly, DC Water's determination that the charges are valid and no adjustment of the customer's bill is warranted is hereby REVERSED. DC Water shall adjust the customer's account and bill the customer for the period February 3, 2018 to April 3, 2018 based on the average previous water consumption determined by meter readings and adjusting the account.

By: 
Janet W. Blassingame, Hearing Officer

Date: Oct. 11, 2018

Copy to:

Mr. 
 University Avenue, NW
Washington, DC 20016

BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY
DEPARTMENT OF CUSTOMER SERVICES

IN RE: [REDACTED]
[REDACTED] Dolley Madison Blvd.
McLean, VA 22101

Account No: [REDACTED]
Case No: 2018-09-07

Service Address:
1000 Rhode Island Ave. NW

Amount in Dispute - \$ 2,280.99

Before Janet W. Blassingame, Hearing Officer
September 12, 2018 at 1:00 p.m.

The customer contested a water and sewer bill for the above account for the period of time March 3, 2018 to May 2, 2018. The DC Water and Sewer Authority (DC Water) investigated the water and sewer charges and determined that the charges were valid and an adjustment to the account was not warranted. The customer appealed DC Water's decision and requested an administrative hearing.

This matter was scheduled for hearing on September 12, 2018. Present for hearing were: [REDACTED]; Eileen Wright, Communication Specialist, DC Water; as well as, observers Shantel Knox, Communication Agent, DC Water, and, Arlene Andrews, Communication Agent, DC Water.

The property involved is a four (4) story rental building divided into two (2) units (duplex) with each unit having two (2) floors. Each unit has two and one-half (2 ½) bathrooms, a dishwasher and a washing machine. The property has a cellar, two (2) outside faucets and is monitored by a single water meter. Mr. [REDACTED] stated that he purchased the property in year 2003 and renovated it in year 2007. He stated that there are seven (7) tenants occupying the property and the water and sewer bill averages Two Hundred Fifty Dollars (\$250.00) per month.

The customer complains that he received a water and sewer bill for two (2) months of service and that he did not receive a April 2018 billing statement from DC Water. He stated that he was told by DC Water that a new billing system caused the billing delay. The customer asserted that if he had been billed per the normal billing cycle, he would have had an opportunity to stop high water usage which allegedly occurred at the property. Mr. [REDACTED] testified that around the middle of May 2018, he contacted DC Water and was informed by the utility's service representative that a spike in water consumption had occurred at the property in March and that high-water usage ran into April but decreased in May. Mr. [REDACTED] testified that he received no alerts from DC Water that high-water usage was occurring at the property and his tenants had not reported to him any plumbing issues. Mr. [REDACTED] stated that he was told that DC Water had sent alerts to him by email. The customer conceded that the high-water alerts might

have gone into his spam because the email address on file with the utility was correct. Mr. [REDACTED] testified that he never checks his spam folder. Mr. [REDACTED] complained that he only received written notice of the high-water usage from DC Water on May 10, 2018.

Mr. [REDACTED] testified upon inquiry of his tenants, his tenants stated that maybe a toilet in a half bathroom had been running.

Mr. [REDACTED] asserted that he is the victim of an administrative problem of DC Water.

Ms. Wright testified that DC Water considers the charges to be valid based upon the meter readings from the property. She explained that the customer has an automated water meter with a Meter Transmittal Unit (MTU) which transmits meter reads from the property. She stated that the meter reads reflect that high-water usage occurred at the property from March 8, 2018 to April 17, 2018. She testified that the customer's daily average usage during the spike was 4.425 CCF and that 146 CCF of water was used. Ms. Wright pointed out that the usage at the property declined prior to the customer's receipt of a bill from the utility and that the customer received two (2) bills from DC Water in May 2018. She testified that bill #1 dated May 2, 2018 covered the period March 3, 2018 to April 3, 2018 and reflected 119 CCF of water usage. She testified that bill #2 dated May 8, 2018 was a corrected bill and covered the period March 3, 2018 to May 2, 2018 and reflected 191.30 CCF of water usage. Ms. Wright testified that DC Water sent notice to the customer by his email of high-water usage occurring at the property on March 12th, March 18th, March 24th and March 30th. Ms. Wright stated that none of the emails came back that they were not delivered.

Ms. Wright testified that DC Water removed the water meter for testing and that the testing occurred on July 31, 2018 and found that the water meter had 99.89% accuracy. Ms. Wright stated that the range of acceptable water meter accuracy is 98.5% to 101.5% as established by the American Water Works Association.

Ms. Wright surmised that the high-water usage that occurred at the property was due to an internal fixture or outside faucet.

Mr. [REDACTED] stated that he is not disputing the meter readings and that the meter was functioning appropriately but his issue is that the utility failed to send out its billings on time. He asserted that he should have gotten a bill statement in April 2018 and did not and that he did not get a letter notifying him of high-water usage at the property until May 11, 2018. Mr. [REDACTED] asserted that DC Water knew of high-water usage occurring at the property in March 2018 and the utility should have made him aware of the problem so that he could have taken steps to correct the problem.

Ms. Wright reiterated that emails were sent to the customer alerting him of the occurrence of high-water usage and she stated that DC Water did not get any kick-back of the emails which would have indicated that the emails were not delivered.

Ms. Wright stated that DC Water converted to a new billing system in April 2018 but she asserted that the 1st bill sent to the customer was for 32 days and, then, the 2nd bill was corrected to cover 61 days. She also pointed out that the D.C. Municipal Regulations dictate quarterly

reads by the utility and in this case, the problem was corrected prior to billing but that the customer admitted to not looking in his spam.

Mr. [REDACTED] restated that prior alerts were not by email and that he gave DC Water his email address for high-water usage alerts after he stopped using the phone number which he previously had on file with the utility. Mr. [REDACTED] asserted that he believes that the utility should send notice by email and by mail. Ms. Wright responded that notice cannot be sent by email and mail per the HUNA alert system and that a customer must choose method of alert delivery.

After the hearing was concluded, Mr. [REDACTED] returned to the Hearing Rooms stating that he had one more thing. The parties went back on record and the customer stated that he wanted to emphasize that DC Water's not sending out a bill in April 2018 was unusual. He asserted that if DC Water was aware of high consumption occurring at his property and there had been no response to sent email, why did the utility wait until May 2018 to sent him a letter. Ms. Wright responded that HUNA is a curtesy and that the letter sent to the customer is also a curtesy and that such letters go out when a customer is receiving a high bill. Mr. [REDACTED] complained that DC Water stopped sending emails even though high usage continued at the property.

The Hearing Officer noted that she saw within the file two (2) different emails for the customer. Mr. [REDACTED] stated that he is getting rid of COX and switching to GMAIL. He stated that the email provided to DC Water for the HUNA alerts was on his COX account.

Based upon the foregoing testimony and evidence adduced during the hearing, the Hearing Officer makes the following:

FINDINGS OF FACT

1. The property involved is rental property owned by [REDACTED]; the property consists of two (2) duplex units and has seven (7) tenants. (Testimony of [REDACTED])
2. The period in dispute is March 3, 2018 to May 2, 2018. (Testimony of the parties)
3. There was a spike in water usage at the property from March 8, 2018 to April 17, 2018. (Testimony of Eileen Wright)
4. The owner was unaware of any plumbing problem at the property or that high-water usage was occurring at the property until he was informed of the occurrence of high-water usage during a telephone call by him to DC Water in May 2018. (Testimony of [REDACTED])
5. Upon inquiry to his tenants regarding any plumbing issues at the property, the owner was informed that the high-water usage might have been the result of a defective toilet in a half-bathroom. (Testimony of [REDACTED])
6. DC Water converted to a new billing system in April 2018 and did not send out billing statements to customers in April 2018. (Testimony of Eileen Wright)
7. The customer did not receive a billing statement from DC Water in April 2018 but did receive two (2) billings from the utility in May 2018- one of which covered the period of March 3, 2018 to April 3, 2018 and the other covered the period March 3, 2018 to May 2, 2018. (Testimony of Eileen Wright)

8. DC Water removed and tested that water meter and the meter was determined to have 99.89% accuracy. (Testimony of Eileen Wright; DC Water Meter Test Results)
9. The customer has on file with DC Water an email address for the purpose of receiving HUNA alerts, if and when, high-water usage is occurring at the property. (Testimony of the parties)
10. The customer confirmed that the email address on file with DC Water is correct. (Testimony of [REDACTED])
11. DC Water sent the customer a total of four (4) emails through its HUNA alert system advising of the occurrence of high-water usage at the property. The HUNA alert emails to the customer were dated March 3rd, March 18th, March 24th and March 30th, 2018. (Testimony of Eileen Wright)
12. The customer failed to see the HUNA alert emails sent to him by DC Water and admitted that the emails could be contained in his spam folder which he never checks. (Testimony of [REDACTED])
13. In May 2018, the customer received a letter, along with a billing statement, from DC Water advising him that high-water usage had occurred at the property; both letter and bill statement were post the occurrence and end of the spike in water usage which occurred at the property. (Testimony of the parties)

CONCLUSIONS OF LAW

1. The burden of proof is on the customer to show, by a preponderance of evidence, that the decision of DC Water is incorrect. (21 DCMR 420.7 and 420.8)
2. DC Water is obligated to investigate a challenge to a bill by doing any or all of the following:
 - (a) Verify the computations made in the formulation of the water and sewer charges;
 - (b) Verify the meter reading for possible meter overread or doubtful registration;
 - (c) If feasible, check the premises for leaking fixtures, underground invisible leaks, and house-side connection leaks;
 - (d) Check the meter for malfunction;
 - (e) Check the water-cooled air conditioning system, if any, for malfunction; and
 - (f) Make a reasonable investigation of any facts asserted by the owner or occupant which are material to the determination of a correct bill.

See, 21 DCMR 403.
3. Meters shall be read quarterly, or at such other times as the Director shall determine. (21 DCMR 308.1 and 309.1)
4. DC Water is granted the authority to establish, adjust, levy, collect and abate charges for services, facilities, or commodities furnished or supplied by it, pursuant to D.C. Code §34-2202.03(11)

5. D.C. Municipal Regulations relating to water and sanitation bar adjustment of a customer's bill if excessive water consumption is the result of a leaking faucet, household fixtures, and similar leaks or the malfunctioning water-cooled air conditioning equipment. (21 DCMR 406)
6. Equitable laches comes into play when two prerequisites are met- the defendant must have been prejudiced by the plaintiff's delay and the delay must have been unreasonable. (See, King v. Kitchen Magic, 391 A.2d 1184, 1187-88 (D.C. 1978); Fannie B. Martin v. William Carter, 400 A.2d 326 (D.C. 1979))
7. The owner of the property is responsible for payment of water and sewer services provided by DC Water and if such bills are overdue by more than sixty (60) days, the property can be subject to a real property lien and tax sale. (See, 21 DCMR 427)

DECISION

The customer failed to establish a prima facie case that either the bill being disputed was incorrect or that he was not responsible for payment of the bill based upon some reason. The customer did not dispute the accuracy of the charges and that DC Water's equipment was functioning properly. The customer argued that the reason that he should not have to pay the disputed bill was because the utility failed to send him a bill for service in April 2018, just when it so happened that high-water usage was occurring at the property. The customer argued that had he received a bill in April 2018, he would have learned that high-water usage occurring at the property and he could have taken corrective action.

The customer's argument failed for multi-reasons:

1. The customer's tenant suggested, when questioned by the owner about the high-water usage that occurred at the property, that high-water usage could have been the result of a defective (running) toilet at the property. Pursuant to D.C. Municipal Regulations Title 21, Section 406, DC Water is barred from adjusting of a customer's bill if excessive water consumption is the result of a leaking faucet, household fixtures, and similar leaks or the malfunctioning water-cooled air conditioning equipment. (21 DCMR 406)
2. The disputed bill was based upon actual meter reads and the meter was determined to be functioning within accepted range of water meter accuracy.
3. DC Water sent four (4) HUNA alerts, by email, to the customer based upon the email address provided to it by the customer, the email address used by the utility for the alerts was verified correct by the customer, and the customer admitted that he does not check his spam folder and that the alert emails could be in his spam folder.
4. The D.C. Municipal Regulations dictate that DC Water read the water meter on a quarterly basis and quarterly has been used for purposes of establishing the length of time acceptable for the utility to fail to read the meter and/or bill a customer. (See, 21

DCMR 403) Moreover, by statute, DC Water is authorized to correct its bills to its customers. (See, D.C. Code §34-2202.03(11))

5. Equity is not an available defense to the customer against the bill reflecting high-water usage because the utility did not unreasonably delay in sending out the bill and the customer, if he had checked his email notices, had notice of the occurrence of high-water usage at the property and no evidence connects the high-water usage cause to anything done or not done by DC Water. (See, Conclusion of Law #6 above)
6. When it is established that DC Water's equipment is functioning properly and no other cause of high-water usage is found attributable to the utility, the property owner is ultimately responsible for payment of the bill for water and sewer charges and D.C. Water is barred from adjusting a customer's bill for high-water consumption. (See, 21 DCMR 408)

In summary, in this case, the customer sought to hold DC Water to a higher standard of care than he held himself. He argued that the utility should have not only emailed him notice of high-water usage occurring at the property but, also, that the utility should have sent him a letter quicker than it did when he failed to respond to the emails sent to him. While DC Water was delayed in sending out its bill statement by one month, the utility's equipment was functioning properly and its HUNA alert system functioned properly. The failure rests with the property owner and his tenants in this instance, in that, the property owner failed to check his emails for HUNA alerts and his tenants failed to advise him of the existence of a running toilet at the property. A one-month delay in sending out a billing statement is not unreasonable on the part of the utility.

Based upon the foregoing, the determination by DC Water that the charges are valid and no basis exists for adjustment of the customer's bill is hereby AFFIRMED.

By: Janet W. Blassingame
Janet W. Blassingame, Hearing Officer

Date: Oct. 11, 2018

Copy to:

Mr. [REDACTED]
[REDACTED] Dolley Madison Blvd.
McLean, VA 22101

BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY
DEPARTMENT OF CUSTOMER SERVICES

IN RE: [REDACTED]
[REDACTED] Ingraham Street, NE.
Washington, DC 20011

Account No: [REDACTED]
Case No: 2018-09-11

Amount in Dispute - \$ 2,229.39

Before Janet W. Blassingame, Hearing Officer
September 13, 2018 at 1:00 p.m.

The customer contested a water and sewer bill for the above account for the period of time April 21, 2018 to July 25, 2018. The DC Water and Sewer Authority (DC Water) investigated the water and sewer charges and determined that an adjustment of the account was warranted. Upon notification of the adjustment, the property owner was satisfied and indicated that the dispute was resolved; the tenant, however, continued to dispute the bill and requested an administrative hearing.

This matter was scheduled for hearing on September 13, 2018. Present for hearing were: [REDACTED]; Eileen Wright, Communication Specialist, DC Water, on behalf of DC Water; as well as, Rae Bains, Quality Assurance, DC Water, observing only.

The property involved is a single-family townhouse rented by [REDACTED] who lives there with her son. The property has one full bathroom, two (2) half-bathrooms, one kitchen, a washing machine, and an outside faucet. Ms. [REDACTED] stated that she moved into the house on February 28, 2018 and that the first water and sewer bill received by her was for the amount of One Hundred Twenty-seven Dollars (\$127.00)

Ms. [REDACTED] testified that the bill in dispute is the second bill received during her tenancy and the bill came in April 2018 along with a letter from DC Water stating that high-water usage was occurring at the property. Ms. [REDACTED] stated that she was told by a DC Water service representative that she could have a leak and that she should get a plumber. Ms. [REDACTED] testified that a plumber failed to detect any leaks. The customer stated that she observed water in the street in front of the house after her move-in.

Ms. [REDACTED] stated that her landlord was told that he would get a Two Thousand Dollar (\$2,000.00) credit on the water and sewer account of the property. Ms. [REDACTED] complains that despite the promised credit, she has received a water and sewer bill for Eight Hundred Dollars (\$800.00). Ms. [REDACTED] stated that she wants clarification and proof of the credit on the account.

Ms. [REDACTED] reiterated that she has seen DC Water in front of her house and she continues to see water in the street.

Ms. Wright stated that she spoke with the property owner, [REDACTED] on July 24, 2018. Ms. Wright testified that the first relevant water and sewer bill sent was dated 2/26/18 for the amount of Thirty-eight Dollars and one cent (\$38.01). Ms. [REDACTED] interjected that the referenced bill was for a period prior to her move-in at the property. Ms. Wright continued and stated that the second bill sent by DC Water was dated 3/26/18 and for the amount of One Hundred Eleven Dollars and four cents (\$111.04) Ms. Wright testified that when Mr. [REDACTED] telephoned DC Water regarding the water and sewer account the balance owed on the account was Two Thousand Two Hundred Eighty Dollars and twenty-eight cents (\$2,280.28). Ms. Wright testified that Mr. [REDACTED] entered into a payment plan/arrangement with DC Water and pursuant to his agreement, he paid Seven Hundred Fifty Dollars (\$750.00) on the account on July 24, 2018. Ms. Wright explained that per agreement, Mr. [REDACTED] was to pay installments of One Hundred Twenty-seven Dollars each month after July 2018 until paid in full. Ms. Wright testified that water and sewer bill for the property dated August 9, 2018 reflected a current charge due of Five Hundred Five Dollars and twenty-eight cents (\$505.28), thereby making the total balance due on the account to be Two Thousand Thirty-five Dollars and fifty-six cents (\$2,035.56). Ms. Wright went on to state that another bill was generated against the account on August 23, 2018 with a current charge of Eighty-eight Dollars and ninety-six cents (\$88.96) making the total balance due of Two Thousand One Hundred Thirty-nine and eighty-two cents (\$2,139.82).

Ms. Wright testified that the water meter at the property failed testing and based upon the failed meter test, DC Water determined that adjustment of the account was appropriate. Ms. Wright stated that the adjustment is Two Thousand Seventy-six Dollars and seventy cents (\$2,076.70) and was processed as of August 30, 2018. Ms. Wright stated that the adjustment was based upon a comparable period of usage at the property but did not affect applicable fees charged to the account.

Ms. Wright testified that DC Water replaced the water meter on July 26, 2018.

Ms. [REDACTED] complained that the owner's payment of Seven Hundred Fifty Dollars on the account was too much and she asserted that there should be a credit on the account. Ms. [REDACTED] explained that she has to reimburse her landlord for his payment and she believes that a larger credit than given should be applied to the account. Ms. [REDACTED] asserted that the adjustment should have been based upon her tenancy and usage which has run approximately One Hundred Dollars (\$100.00) per billing cycle. Ms. Wright responded that the comparable period used was April 2017 to April 2018 and Ms. [REDACTED] stated that the period used pertained to the prior tenant of the property who she understood to have been a mother with four (4) children. Ms. [REDACTED] pointed out that only she and her son reside at the property.

Ms. Wright stated that the customer has not yet been billed for September 2018 but that she can check Ms. [REDACTED]'s usage. The hearing was briefly suspended to allow Ms. Wright to obtain the usage information and when the hearing resumed, Ms. Wright testified that between August 23, 2018 and September 13, 2018, the customer has 14.61 CCF of water. Ms. Wright further testified that over 48 days from July 28, 2018 to September 13, 2018, the customer's average daily usage was .304 CCF. She also testified that the customer's water and sewer bill in August 2018 reflected a current charge of Eighty-eight Dollars and ninety-six cents (\$88.96).

Based upon the customer's usage figures calculated during the hearing, Ms. Wright concluded that there was a difference in daily usage between the customer and usage used for the adjustment based upon the earlier tenant's usage of .234 CCF. Ms. Wright calculated that over ninety-five (95) days at .304 CCF per day, the customer used 28.88 CCF of water and that the appropriate usage calculation adjustment should have been 212 CCF of water. Ms. Wright stated that the adjustment took off 190 CCF and that, based upon her calculations, an addition take-off of 22 CCF based upon the customer's current rate of usage is appropriate and that the further adjustment equated to Two Hundred Forty Dollars and forty-six cents (\$240.46). Ms. Wright stated that the customer had a balance due of Sixty-one Dollars and thirty-two cents (\$61.32) following the initial adjustment to the account and based upon her current calculations the account will have a credit of One Hundred Seventy-nine Dollars and fourteen cents (\$179.14). Ms. Wright concluded that the revised adjustment to the account amounts to Two Thousand Three Hundred Seventeen Dollars and sixteen cents (\$2,317.16).

Ms. [REDACTED] stated her concurrence with the proposed further adjustment to the account and the parties agreed that the dispute is settled.

Based upon the foregoing testimony, evidence and agreement of the parties, DC Water shall, if it has not already been done, further adjust the water and sewer bill on this account to reflect a total adjustment in the amount of Two Thousand Three Hundred Seventeen Dollars and sixteen cents (\$2,317.16).

SO, ORDERED.

By: Janet W. Blassingame
Janet W. Blassingame, Hearing Officer
Date: Oct. 11, 2018

Copy to:

Ms. [REDACTED]
[REDACTED] Ingraham Street, NE
Washington, DC 20011

BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

DEPARTMENT OF CUSTOMER SERVICES

IN RE: [REDACTED]
[REDACTED] Polk Street, NE
Washington, DC 20019

Account No: [REDACTED]
Case No: 2018-09-02

Amount in Dispute - \$ \$1,902.51

Before Janet W. Blassingame, Hearing Officer
September 13, 2018 at 2:00 p.m.

The customer contested a water and sewer bill for the above account for the period of time September 21, 2017 to October 21, 2017. The DC Water and Sewer Authority (DC Water) investigated the water and sewer charges and determined that there was increased water usage at the property between August 18, 2016 and September 21, 2016, and that the charges were consistent with meter reads and actual water consumption. DC Water determined that the customer's dispute was untimely because the dispute was not received within 10 days of receipt of the bill and the customer also failed to pay the bill in full before the next bill date. The account was placed on hold for collection activity through February 23, 2018. The customer appealed DC Water's decision and requested an administrative hearing.

This matter was scheduled for hearing on September 12, 2018. Present for hearing were: [REDACTED] and Eileen Wright, Communication Specialist, on behalf of DC Water.

The property involved is detached single family home rented by [REDACTED]. The property has one bathroom, one kitchen, a washing machine, and one outside faucet. Ms. [REDACTED] stated that she has rented the property for twenty (20) years. Ms. [REDACTED] explained that she lived with her boyfriend for the past four (4) to five (5) years even though she retained possession of the property and that she has only returned to live in the house in the past month. She stated that her nephew lived in the house in year 2017 for approximately two (2) months. Ms. [REDACTED] stated that her daughter was in charge of the bills, specifically the water and sewer bill, pertaining to the house while she stayed with her boyfriend and that during her daughter's control of the property, the water service was disconnected by DC Water.

Ms. [REDACTED] testified that she saw the October 2017 water and sewer bill and thought that the balance due reflected one month of water usage, so she telephoned DC Water regarding the charge. Ms. Wright stated that water service at the property was turned-off on April 5, 2017 for non-payment and at that time the balance due on the account was One Thousand Four Hundred Fifty-seven Dollars and seventy-five cents (\$1,457.75). Ms. Wright testified that the customer telephoned DC Water in September 2017, that the utility received a check on September 14, 2017 in the amount of One Thousand Six Hundred Seventy-four Dollars and forty-four cents (\$1,674.44) for payment on the account and the utility restored the water service to the property on September 13, 2017.

Ms. Wright presented the customer's history of phone contacts with the utility which memorialized the customer's request for restoration of service, the utility's demand for full payment of the balance due, the customer's attempts to work out a payment plan with the utility, the customer's efforts to secure financial assistance to pay the balance owed on the account and her inability to do so. Ms. Wright further presented the customer's Account History and Ms. Wright stated that there has been no payment on the account since June 2016 when Sixty Dollars (\$60.00) was paid.

Ms. ██████ asserted that she paid Nine Hundred Dollars (\$900.00) on the account but that her payment is not reflected on the account ledger. Ms. Wright asserted that DC Water records do not reflect a payment of Nine Hundred Dollars (\$900.00) but that the check tendered to the utility for payment on the account in the amount of One Thousand Six Hundred Seventy-four Dollars and forty-four cents (\$1,674.44) was returned with the notation/reason "closed account".

Ms. Wright stated that the current balance owed on the account is Two Thousand Three Hundred Thirty-three Dollars and thirty-three cents (\$2,333.32).

Ms. Wright testified that the customer had a leaky toilet as of October 31, 2016 that resulted in high-water usage occurring at the property.

Ms. ██████ declared that she was not feeling well, had not taken her medicine and that she had to leave the hearing. She declared that she was going to research what happened to the Nine Hundred Dollar (\$900.00) payment that she made to DC Water and she was going to research who wrote the check for One Thousand Six Hundred Seventy-four Dollars and forty-four cents (\$1,674.44) which was returned for "closed account".

The hearing was declared ended and the customer departed. Neither party requested a continuance...

Based upon the foregoing testimony and evidence presented during the hearing, the Hearing Officer makes the following:

FINDINGS OF FACT

1. The property involved is a house rented by ██████. (Testimony of ██████)
2. The period in dispute is September 21, 2017 to October 21, 2017 based upon the customer's telephone call to DC Water, however, the customer was actually disputing the balance due on her account which related back to accumulated charges over an extended period of time. (Testimony of the parties; the Account Ledger, Investigation Report, and Telephone Contact Ledger)
3. The last recorded payment on the account was in the amount of Sixty Dollars (\$60.00) received by the utility in June 2016. (Testimony of Eileen Wright; the Account Ledger)
4. The service was disconnected at the property for non-payment on April 5, 2017. (Testimony of Eileen Wright)
5. The customer was an absentee tenant, living with her boyfriend, during the period in dispute and at the time of turn-off of service, but, she saw the water and sewer bill for the

property in October 2017 and contacted the utility to dispute the bill. (Testimony of [REDACTED])

6. The customer attempted to enter into a payment plan with the utility but was informed that the balance due on the account had to be paid in full. The customer repeatedly informed the utility that she only had Nine Hundred Dollars to pay to start the plan and that she had been unsuccessful in obtaining financial help to pay the balance due from various organizations. As of 8/30/17, DC Water informed the customer that due to lack of payment on the account since June 2016, the full outstanding balance is required (\$1,656.74) to restore services. (Testimony of Eileen Wright; Customer Telephone Contact Log dated 8/30/2017)
7. That a check was tendered to DC Water in the amount of One Thousand Six Hundred Seventy-four Dollars and forty-four cents (\$1,674.44) on September 13, 2017. (Testimony of Eileen Wright; Account Ledger; Customer Telephone Contact Log dated 9/13/2017)
8. DC Water restored service to the property as of September 13, 2017. (Testimony of Eileen Wright; Account Ledger; Customer Telephone Contact Log dated 9/13/2017)
9. The check in the amount of One Thousand Six Hundred Seventy-four Dollars and forty-four cents (\$1,674.44) tendered to the utility was returned to the utility unpaid with the reason "account closed". (Testimony of Eileen Wright; Customer Contact Log dated 9/29/17)
10. The customer asserted that she made a payment on the account in the amount of Nine Hundred Dollars (\$900.00) but the record does not reflect such a payment and to the contrary, the record reflects that DC Water consistently rejected the customer's request to establish a payment plan with an initial payment of Nine Hundred Dollars (\$900.00) by her and installments thereafter. (Testimony of [REDACTED]; Customer Contact Log)

CONCLUSIONS OF LAW

1. The burden of proof is on the customer to show, by a preponderance of evidence, that the decision of DC Water is incorrect. (21 DCMR 420.7 and 420.8)
2. The owner of the property is responsible for payment of water and sewer services provided by DC Water and if such bills are overdue by more than sixty (60) days, the property can be subject to a real property lien and tax sale. (See, 21 DCMR 427)
3. DC Water is granted the authority to establish, adjust, levy, collect and abate charges for services, facilities, or commodities furnished or supplied by it, pursuant to D.C. Code §34-2202.03(11)

DECISION

In this case, the tenant was disputing the balance due reflected on her October 24, 2017 Bill Summary for water and sewer services. The testimony and evidence established that the customer was mistaken regarding what the balance due was reflecting and she thought at time of contacting the utility regarding the bill that the balance due reflected water usage for one month. Instead, it was established, during the hearing, that the balance due was the result of past due charges and accumulated fees and changes. The testimony and evidence, further, established that the customer succeeded in getting service to the property restored in September 2017 after

service had been disconnected for non-payment as of April 2017; the utility was tendered a check for payment of the account balance due and it restored service to the property. Lastly, the evidence and testimony established that the check tendered to the utility for payment of the balance due on the account was returned to the utility without payment with the notation "account closed" and there have been no payments received on this account since June 2016 and balance due as of the date of the hearing was Two Thousand Three Hundred Thirty-three Dollars and thirty-two cents (\$2,333.32).

The mission of DC Water is to provide water and sewer services to the residents of the District of Columbia. By statute, the utility is authorized to collect payment for its service. (See, D.C. Code §34-2202.03(11)). During the pendency of this dispute, the account has been on hold and the utility has not attempted to collect payment for its service.

It is clear to the Hearing Officer that the utility is entitled to payment for its service and that nothing has been presented to establish that the balance due as reflected on the Account Ledger for the property is incorrect. DC Water held that the dispute was untimely and it is the determination of the Hearing Officer that the utility is correct and no basis exists for any further hold on this account from collection of the money due and owed to DC Water. Accordingly, it is hereby declared that any further hold for purposes of collection regarding this account is unwarranted and DC Water is free to pursue action as it deems appropriate to collect money due and payable to it for its services at the property regarding the account herein involved.

By: *Janet W. Blessingame*
Janet W. Blessingame, Hearing Officer

Date: Oct. 11, 2018

Copy to:

Ms. [REDACTED]
[REDACTED] Polk Street, NE
Washington, DC 20019

**BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY
DEPARTMENT OF CUSTOMER SERVICES**

IN RE: [REDACTED]
[REDACTED] Alison Street, N.E.
Washington, DC 20011

Account No: [REDACTED]
Case No: 2018-09-09

Amount in Dispute - \$ 623.03 & \$655.87

Before Janet W. Blassingame, Hearing Officer
September 18, 2018 at 10:00 a.m.

ORDER

This matter has come back before the Hearing Officer at the request of the customer for reconsideration. In support of her request, the customer has submitted a copy of Inspection Notes dated 2/28/18 signed by Marie Tinsley and an invoice for services performed by D.R. Stevens Co. on 10/3/18.

This matter came for hearing on September 18, 2018. Present for the hearing were [REDACTED] with her mother, [REDACTED], and, Eileen Wright, Communication Specialist, on behalf of DC Water. The parties presented testimony and evidence and the Hearing Officer issued a Decision dated October 11, 2018. Based upon the testimony and evidence presented, the Hearing Officer found that the customer failed to establish a prima facie case that more likely than not that the disputed bills were incorrect or for some other reason, she should not be held responsible for payment of the bills. It was determined that there was no dispute that a service technician, upon inspection of the property, found and noted on the Inspection Report pertaining the property that a medium leak was found in the basement toilet. It was further, established that the water meter was determined to be functioning accurately and the MTU was transmitting meter reads without issue.

The Inspection Notes submitted by the customer in support of her request for reconsideration is merely a copy of the notes by the D.C. Water technician who inspected the property on February 28, 2018. Said notes were previously considered by the Hearing Officer and the copy provided by the customer provides no new or different information than that originally considered prior to issuance of the Decision in this matter.


The invoice submitted by the customer in support of her request for reconsideration is new evidence and reflects services by a plumber performed at the customer's residence post-hearing. During the hearing, DC Water established and the customer admitted that the DC Water service technician who inspected the property for interior leaks found the basement toilet in the customer's house to be defective, having a medium leak. The plumber's invoice reflects that the plumber replaced a flush valve seal and fill valve in the basement in addition to testing the toilet and declaring the same ready for use. The plumber's service neither refutes nor contradicts the DC Water service technician's finding of a defective toilet and, in fact, confirms that the toilet required work and thereafter was ready for use. The plumber also inserted on the invoice a note as follows "DC Water is still concern about leak, should come and check meter from side walk going into house could be small leak in yard." Next to and contained in this note are words blacken out on the invoice but they appear to be the word "If" in two places and "WASA" immediately before the wording "should come". Notwithstanding trying to decipher the blacken words on the invoice, during the hearing, DC Water presented evidence and testimony that its water meter was operating accurately and that increased water usage at the property was not caused by an underground leak. (See, Findings of Fact 4 and 5 of the Decision) Nothing on the invoice reflects that the plumber found an underground leak at the property or anything wrong with the customer's water meter. Moreover, during the hearing, it was established that DC Water

had no concern regarding its meter functioning or of the existence of an underground leak as a possible cause of increased water usage at the property.

Based upon the foregoing, the Hearing Officer finds no basis to change the Decision rendered in this matter. Accordingly, the determination of DC Water that the charges are valid and no basis exists for adjustment of the customer's account is hereby REAFFIRMED and the Decision is hereby incorporated herein by reference.

By: *Jafet W. Blassingame*
Jafet W. Blassingame, Hearing Officer
Date: *Nov. 5, 2018*

Copy to:


Allison Street, NE
Washington, DC 20011

BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY
DEPARTMENT OF CUSTOMER SERVICES

IN RE: [REDACTED]
[REDACTED] Alison Street, N.E.
Washington, DC 20011

Account No: [REDACTED]
Case No: 2018-09-09

Amount in Dispute - \$ 623.03 & \$655.87

Before Janet W. Blassingame, Hearing Officer
September 18, 2018 at 10:00 a.m.

The customer contested water and sewer bills for the above account for the period of time November 28, 2017 to February 23, 2018. The DC Water and Sewer Authority (DC Water) investigated the water and sewer charges and determined that the charges were valid and an adjustment to the account was not warranted. The customer appealed DC Water's decision and requested an administrative hearing.

This matter was scheduled for hearing on September 18, 2018. Present for hearing were [REDACTED] with her mother, [REDACTED], and, Eileen Wright, Communication Specialist, in behalf of DC Water.

The property involved is a single-family row house owned by [REDACTED] and where she lives with her brother. The property has two (2) bathrooms, one kitchen, a washing machine a dishwasher and one outside faucet. Ms. [REDACTED] stated that she purchased the house in January 2017 at which time it was used as rental property. She stated that she moved into the house in July 2017 and her brother came to live with her in August 2018. Ms. [REDACTED] stated that her water and sewer bill generally in Forty Dollars (\$40.00) to Fifty Dollars (\$50.00) per billing cycle.

Ms. [REDACTED] testified that when she received the first bill for Six Hundred Dollars (\$600.00), she contacted DC Water and requested that the utility check out the problem. She stated that DC Water sent a service technician to her home in February 2018 and was met at the house by her mother, [REDACTED]. Ms. [REDACTED] testified that prior to the technician's inspection, she self-inspected her house and she found/saw nothing amiss and she did not hear any running water. She also stated that she went to her neighbor to inquire of the neighbor regarding the water and sewer bill and she was told by her neighbor that her bill was also high. Ms. [REDACTED] stated that she did not feel the need to hire a plumber and she elected to wait for DC Water to come out to inspect the property. Ms. [REDACTED] explained that she owned a house in the past and she was familiar with plumbing issues that may arise in realty and she knew that she did not have such issues at her current home.

[REDACTED] testified that when the DC Water service technician came out to the house, she initially saw the technician looking around the outside of the house and, then, the technician came inside and checked the bathrooms and kitchen faucet. [REDACTED] testified that the technician did not use dye tablets in the toilets but, merely, flushed the toilets. [REDACTED]

stated that the technician told her that he did not know what could have cause increased water usage at the home but with permission, he would check the water meter. She, also, stated that the technician said that her daughter should not have experienced such a high spike in usage and that no leaks were found. ██████ stated that the technician did not mention finding anything wrong with the water meter and finally instructed her to call DC Water. The service technician provided the meter number and both ██████ and ██████ were critical of the technician failing to put the meter number on the inspection report.

██████ testified that her mother telephoned her while the service technician was present in the house. She stated that she asked the service technician to do more in the inspection of the house and that she requested that the technician check the water meter to see if the meter was broken. She stated that the technician told her mother that the water meter looked normal. Ms. ██████ complained that she believed that if the technician had written on the inspection report that the meter had been checked and appeared normal, such a notation would have helped her cause in disputing the bills.

Ms. ██████ stated that after receiving the Investigation Letter from DC Water, she went to her neighbor to inquire if the neighbor was having any issues with the water and sewer bill and based upon the neighbor saying that she was, Ms. ██████ asked DC Water to verify the new meter system's meter reads. She asserted that she believes that the meter readings are wrong and that the meter reader malfunctioned. She pointed out that she has had a high usage read recently on September 3, 2018 and that there were high usage reads reported in August 2018. She asserted that her brother was living with her but she cannot believe that the true usage was so high.

Ms. Wright stated that DC Water considers the charges to be valid based upon the meter reads from the property and inspection report filed by the service technician. She stated that the service technician reported finding a defective toilet at the property. Ms. Wright added that the customer has an automated water meter with a meter transmittal unit (MTU) which transmits meter reads from the water meter.

Ms. ██████ interjected that she omitted some evidence that she wanted to present and she requested permission to do so. Ms. Wright postponed her testimony and Ms. ██████ was allowed to proceed with her additional evidence and testimony which was cell phone photographs of her dye testing of her toilets. Ms. ██████ testified that the first photograph reflected was taken at 8:47 p.m. on August 20, 2018 and was of the downstairs toilet and that the second photograph was taken at 8:49 p.m. on August 20, 2018 of the upstairs toilet. Ms. ██████ stated that she put food coloring in both toilet tanks and at 9:34 p.m. her third photograph of the basement toilet showed no red in the toilet and at 9:46 p.m. her fourth photograph of the upstairs toilet showed no red in bowl.

Upon looking at the photograph of the upstairs toilet (#4), Ms. Wright asserted that the toilet bowl looked discolored. The Hearing Officer also looked at the photograph and declared that to her, as well, the water looked to be discolored in the toilet bowl., (photograph #4). Ms. ██████ responded that the discoloration was caused by the lighting and that the toilet bowl water was clear.

Ms. [REDACTED] stated that her tenants never had high water and sewer bills and that she feels defenseless in showing that her bills are wrong.

Ms. [REDACTED] acknowledged that the inspection report notes that a leak was found in the basement toilet.

Ms. Wright testified that DC Water no longer sends technicians to read water meters unless the MTU is not working; customer's MTU reads the water meter every hour.

Ms. Wright testified that the first spike in water usage occurred on December 2, 2017 and started between 10:00 and 11:00 a.m. and stopped at 3:00 p.m., causing 59 gallons of water to be used. She stated that on December 10, 2017 between Noon and 1:00 p.m., the dial on the customer's water meter started to move and continued to move every hour until it stopped between 11:00 p.m. and Midnight on December 21, 2017. Ms. Wright stated that the customer's water usage was normal after December 2nd until December 10, 2017 but that between the 10th and December 20, 2017, the customer consumed 42.77 CCF in ten (10) days which amounted to an average daily consumption of 4.27 CCF. Ms. Wright testified that usage declined at the property between December 20, 2017 and December 24, 2017 down to 97 gallons which amounted to an average daily consumption of .032 CCF, but, on December 24, 2017 the water meter dials started moving and did not stop until 54.77 CCF of water had been consumed as of January 6, 2018. Ms. Wright stated that the last reported spike in usage occurred between February 19, 2018 and February 21, 2018. She stated the increased usage started between 1:00 and 2:00 p.m. on the 19th and stopped between 6:00 and 7:00 p.m., then re-started and ran until between 3:00 and 4:00 p.m. on the 21st.

Ms. Wright testified that an internal inspection of the property was conducted on February 28, 2018 and the service technician found a medium leak in the basement toilet.

Ms. Wright testified that DC Water removed and tested the water meter and the water meter was determined to have 100.94% accuracy.

Ms. Wright stated that she knows that increased water usage at the property was not caused by an underground leak because the usage stopped without repairs being performed and underground leaks must be repaired before the leak will stop.

Ms. Wright testified that she determined that the incidents of increase water usage which occurred at the property were the result of an internal fixture or outside faucet.

Ms. [REDACTED] reiterated that she has not performed any repairs at the property and has not done anything differently to cause a change in water usage.

Ms. Wright concluded noting that the customer did register for HUNA alert notices, however, the selected threshold for notices to be sent was 6 times normal usage and the incidences in dispute were only 4 times the customer's normal usage.

Based upon the foregoing testimony and evidence adduced during the hearing, the

Hearing Officer makes the following:

FINDINGS OF FACT

1. The property involved is a single-family residence own and occupied by [REDACTED]. (Testimony of [REDACTED])
2. The period in dispute is November 28, 2017 to February 23, 2018. (Testimony of the parties)
3. The MTU at the property has transmitted meter reads indicating that water usage has spiked on various dates and remained high for different lengths of time. The first spike was reported occurring on December 2, 2017; there was a reported spike December 10, 2017 to December 21, 2017; there was a reported spike December 24, 2017 to January 6, 2018; and, there was a reported spike February 19, 2018 to February 21, 2018. (Testimony of Eileen Wright; DC Water Meter Read Report)
4. DC Water conducted an internal inspection of the property on February 28, 2018 and the service technician detected a medium leak in the basement toilet. (Testimony of the parties)
5. DC Water removed and tested the water meter from the property and the water meter was determined to have 100.94% accuracy. (Testimony of Eileen Wright; DC Water Meter Test Results)
6. DC Water ruled out the existence of an underground leak as the cause of increased water usage occurring at the property because the increased usage stopped without necessity of repairs being performed. (Testimony of Eileen Wright)

CONCLUSIONS OF LAW

1. The burden of proof is on the customer to show, by a preponderance of evidence, that the decision of DC Water is incorrect. (21 DCMR 420.7 and 420.8)
2. D.C. Municipal Regulations relating to water and sanitation bar adjustment of a customer's bill if excessive water consumption is the result of a leaking faucet, household fixtures, and similar leaks or the malfunctioning water-cooled air conditioning equipment. (21 DCMR 406)
3. D.C. Municipal Regulations bar adjustment of a customer's bill when all checks and tests provide no reasonable explanation for excessive water consumption. (See 21 DCMR 408 which states: "In cases in which all checks and tests result in inconclusive findings that provide no reasonable explanation for excessive consumption, no adjustment shall be made to the bill for any portion of the excessive consumption, except as may be approved by the General Manager, based upon a demonstration by the owner or occupant that such an adjustment will further a significant public interest.")

DECISION

The customer failed to establish a prima facie case that more likely than not that the disputed bills were incorrect or for some other reason, she should not be held responsible for payment of the bills.

The evidence was not disputed that a service technician found and noted on the Inspection Report pertaining this property that a medium leak was found in the basement toilet. Moreover, the water meter was determined to be functioning accurately and the MTU was transmitting meter reads without issue.

The customer conducted her own dye testing of her toilets but both DC Water's representative and the Hearing Officer observed discoloration in a picture of one of the toilets. Ms. Hall identified the toilet as being the upstairs toilet and she asserted that the lighting caused the picture to look as though the water in the toilet bowl was discolored. In that the Hearing Officer has no ability to know whether the customer correctly identified the toilet as upstairs or downstairs and that one picture looked as though the toilet water was discolored, the Hearing Officer determines that the customer's testing of the toilet does not refute or contradict the technician's finding of a defective toilet at the property.

Two (2) municipal regulations are applicable to this case- 21 DCMR 406 dictates that if excessive water consumption is the result of a leaking faucet, household fixtures, and similar leaks or the malfunctioning water-cooled air conditioning equipment the utility cannot adjust the customer's account for the excessive water usage; and, 21 DCMR 408 bars adjustment of a customer's bill when all checks and tests provide no reasonable explanation for excessive water consumption. As such, even had the technician not found a defective toilet, since the utility's equipment was operating correctly and accurately, the utility is barred from granting any relief to the customer because of high water usage occurring at her property.

Accordingly, the determination of DC Water that the charges are valid and no basis exists for adjustment of the customer's account is hereby AFFIRMED.

By: Janet W. Blassingame
Janet W. Blassingame, Hearing Officer
Date: Oct. 11, 2018

Copy to:

Ms. [REDACTED]

[REDACTED] Allison Street, NE
Washington, DC 20011

BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY
DEPARTMENT OF CUSTOMER SERVICES

IN RE: [REDACTED]
[REDACTED] 7th Street, SE.
Washington, DC 20003

Account No: [REDACTED]
Case No: 2018-09-18

Amount in Dispute - \$ 1,419.00

Before Janet W. Blassingame, Hearing Officer
September 18, 2018 at 11:00 a.m.

SETTLEMENT OF DISPUTE AND ORDER OF DISMISSAL

The customer contested water and sewer bills for the above account for the period of time March 13, 2018 to June 14, 2018. The DC Water and Sewer Authority (DC Water) investigated the water and sewer charges and determined that the charges were valid and an adjustment to the account was not warranted. The customer appealed DC Water's decision and requested an administrative hearing.

This matter was scheduled for hearing on September 18, 2018. Present for hearing were [REDACTED] and Eileen Wright, Communication Specialist, in behalf of DC Water.

The property involved is a townhouse with an English basement owned by [REDACTED]. Mr. [REDACTED] stated that the property was completely renovated in year 1996 and that the property has two (2) full bathrooms on the second floor, a full bathroom in the basement, two (2) kitchens, and a washing machine.

Mr. [REDACTED] testified that his wife died in year 2004 and, thereafter, he allowed Capital Hill Village to use the basement unit for seven (7) years but that the organization vacated the basement two (2) years ago. Mr. [REDACTED] testified that he, normally, spends only about two (2) weeks in the District of Columbia at his house when he comes to do his taxes but otherwise, he is either in England or with his daughter in Arizona and most recently he winters in New Hampshire. Mr. [REDACTED] stated that a neighbor comes into his house once a week for the mail. Mr. [REDACTED] stated that he does not turn-off the water to the property in his absence but that the two (2) outside faucets are turned-off from inside of the house.

Mr. [REDACTED] stated that his water and sewer bill is normally Forty Dollars (\$40.00) per billing cycle.

Ms. Wright stated that the water meter at the property failed testing at 67.3% accuracy and that the utility would adjust the charges on the customer's account. Ms. Wright stated that for purposes of the adjustment, the utility will use last year's usage at the property as a

comparable period of water usage. She informed the customer that for him to request a refund of money paid to DC Water after the adjustment is reflected on his account, he must email- customer.service@DCWater.com.

Mr. [REDACTED] indicated his satisfaction with the utility's agreement to adjust his account and the hearing was ended as the matter settled.

Accordingly, this matter is deemed satisfied and resolved and, as such, the same is hereby DISMISSED.

By: *Jane W. Blessingame*
Jane W. Blessingame, Hearing Officer

Date: Oct 11, 2018

Copy to:

Mr. [REDACTED]
[REDACTED] 7th Street, SE
Washington, DC 20013