

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

IN RE: [REDACTED]  
[REDACTED] Raleigh Street, SE  
Washington, DC 20032

Account No: [REDACTED]  
Case No: 2018-09-27

Amount in Dispute - \$ 997.72

Before Janet W. Blessingame, Hearing Officer  
November 7, 2018 at 10:00 a.m.

The customer contested a water and sewer bill for the above account for the period of time January 30, 2017 to May 30, 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. DC Water concluded that the increased consumption was caused by an internal leak on the property. The customer appealed DC Water's decision and requested an administrative hearing.

This matter was scheduled for hearing on November 7, 2018. Present for hearing were [REDACTED] and Eileen Wright, Communication Specialist, DC Water, on behalf of DC Water.

The property involved is a single-family home which has been converted from two (2) separate semi-detached houses. The property has one kitchen, two (2) bathrooms, radiators, one outside faucet, a dishwasher and a washing machine. Two (2) water meters are at the property. [REDACTED] stated that she lives alone and moved into the property in September 2016. She stated that a professional inspection of the property was conducted in conjunction to her purchase and all systems were found to be in workable order.

The customer testified that her first bill after occupying the property came in October 2016 and was \$46.00. She testified that her November 2016 bill was for \$77.60 and her December 2016 bill was for \$150.44. She stated that she was out of town from December 15, 2016 thru New Year's and was surprised that her water bill was not lower but that her January 2017 bill was for \$129.60. She stated that her February 2017 bill was \$202.54. [REDACTED] stated that she changed the toilets in September 2017 and that she knew that the prior occupants of the property had received bills for \$113.00 and \$93.74 in July 2016 and August 2016, respectively.

[REDACTED] testified that she sought High Bill Help through DC Water in February 2017 and in March 2017, her water and sewer bill had escalated to \$317.16. [REDACTED] stated that she stopped paying the water and sewer charges and called DC Water to dispute the bills in May 2017. She testified that DC Water sent a technician to her property to conduct an interior inspection on June 1, 2017 and the 2<sup>nd</sup> floor toilet was found to be defective. She also testified

that the technician found that the water meter was not working because its read was zero. The customer explained that her home had been converted into a single-family home from two (2) separate houses whose addresses were [REDACTED] and [REDACTED] Raleigh Street, SE. She stated that it was unknown to her that there were two (2) water meters at the property and that she did not find out about the second water meter which related to [REDACTED] Raleigh Street until September 2018.

[REDACTED] testified that she got the defective toilet fixed in October or November 2018. She stated that her water and sewer bills were \$181.70 in June 2018, \$58.32 in July 2018, \$119.18 in August 2018 and \$119.18 in September 2018 and, according to the bill statements, the usage charged were based upon actual meter reads.

[REDACTED] stated that she was in email contact with DC Water in September 2018 in response to the Collections Departments calling her regarding her bills. [REDACTED] stated that in addition to disputing the charges with DC Water, she complained about her water and sewer charges to Consumer Financial Protection and to the Better Business Bureau.

The customer stated that she saw DC Water outside of her property in November 2017, that she had not been given any notice of the utility being at the property, and she did not know what the utility did or was doing. [REDACTED] stated that she called DC Water as a result of seeing the DC Water employee outside of her home and she was told that a new MTU had been installed on the water meter. [REDACTED] stated that she received a high usage notification from DC Water in November 2017 following installation of the MTU.

[REDACTED] stated that DC Water threatened to disconnect her water and sewer service so she started paying her 2017 bills.

[REDACTED] testified that she attended a Town Hall meeting by DC Water in May 2018, contacted her councilman in July or August 2018, she contacted her ANC representative and she communicated with April Bingham of DC Water regarding her issues with high water bills. The customer stated that she was inform by DC Water (Ms. Bingham) that the utility had been coming to the property for the wrong water meter and that it was realized that there were two (2) water meters at the property and that the utility removed the meter relating to [REDACTED] Raleigh Street which was the water meter found to be registering zero water usage.

[REDACTED] stated that her water and sewer charge in November 2018 was \$212.25, the charge was \$86.00 in January 2018 and it was \$42.08 in February 2018. She testified that now her water and sewer bills range between \$40.00 and \$80.00 per billing cycle.

Ms. Wright testified that DC Water considers the charges to be valid. She stated that the utility became aware in August 2018 that [REDACTED]'s property was originally two (2) separate houses converted into a single-family home. Ms. Wright stated that the prior property owner combined the services lines but did not tell DC Water of the renovation. Ms. Wright stated that the water meter servicing [REDACTED] Raleigh Street was on the abandoned service line and that the water meter servicing [REDACTED] Raleigh Street was buried and hard to find. She testified that when the service technician came to the property in November 2017 to test the water meter, the technician went to the wrong water meter. Ms. Wright stated that the utility found the right water meter servicing the property on September 6, 2018.

Ms. Wright testified that in November 2017, the service technician programed the water meter found ( [REDACTED] Raleigh Street) and as a result, two (2) water meters were transmitting reads for the water account relating to [REDACTED]'s property. She stated that, from January 2018 to October 2018, the customer was billed for zero water consumption, then, for the billing period of October 2018 to November 2018, the customer was billed for 2.92 CCF of water usage based upon the old buried water meter which was registering usage. Ms. Wright explained that DC Water had changed the switch to the correct water line for the property on September 6, 2018. She stated that the utility left the meter dial at zero and the MTU was not programed until October 2, 2018, so that the usage registration started at zero and the customer was billed in November 2018 for 2.92 CCF of water used during the period October 2, 2018 to October 29, 2018.

Ms. Wright addressed the customer's frustrations of not receiving response to her emails regarding high usage and Ms. Wright stated that DC Water now has a dedicated section for email communications.

Ms. Wright stated that the customer's dispute relates to the period January 2017 to June 2017 for the total amount of \$997.72.

Ms. Wright testified that the buried water meter at the property was an automated meter and had a MTU which was transmitting reads from the meter on an hourly basis. Ms. Wright stated that the lead pipe at the property had been changed out on May 15, 2015 and the new meter installed with the MTU at that time as part of the LSR Project (Lead Service Replacement Project). She stated that DC Water was receiving transmissions from the property so the utility did not investigate why usage was appearing as zero. Ms. Wright stated that she does not know when the water meter was covered/buried but that the other water meter was visible. Ms. Wright testified that she could not answer why the technician did not notice that the meter number difference when the registration of zero usage was read on the visible meter.

Ms. Wright testified that the spike in water usage at the property occurred starting December 29, 2016 and stopped on January 5, 2017. She noted that the meter dials were moving every hour during the spike period. She testified that she noted that a small spike of usage occurred at the property on January 6, 2017 between 1:00 p.m. and 11:00 p.m., stopping by Midnight, and that a third spike can be seen to have occurred on January 8, 2017 starting between 9:00 a.m. and 10:00 a.m. and continuing to April 6, 2017.

[REDACTED] interjected that she signed up for high usage notification alerts in January; Ms. Wright responded that the customer's usage had to be 4x normal usage and in this instance, the customer already had high usage that had returned to normal around May 29<sup>th</sup>. [REDACTED] asserted that she was at a college union from May 26 to May 28.

Ms. Wright noted that the customer was told that she had a toilet leak June 1, 2017.

[REDACTED] stated that she contacted DC Water customer service through its web portal for high usage help. Ms. Wright stated that she cannot explain what happened with the portal but that [REDACTED]'s request did not come to Customer Service.

Ms. Wright left the hearing room and returned stating that she had had a conversation and that DC Water would adjust the customer's account by fifty percent (50%) for the period January 30, 2017 to May 30, 2017. [REDACTED] responded that such an adjustment would be fair. Ms. Wright stated that some charges such as storm water, water system replacement fee, and right of way, are not adjustable. She stated that the customer's usage will be reduced from 80 CCF to 40 CCF. Ms. Wright added the customer was not billed for usage in year 2018 until November 1, 2018.

Based upon the parties' statements, testimony and agreement, it is determined that they have reached an accord in this matter. Accordingly, if DC Water has not already done so, the utility shall adjust the customer's account by fifty percent (50%) of the sewer and water charges and associated fees and charges, for the period January 30, 2017 to May 30, 2017.

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

Date: Jan 7, 2019

Copy to:

[REDACTED]

[REDACTED] Raleigh Street, SE  
Washington, DC 20032

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

IN RE: [REDACTED]  
[REDACTED] Biltmore Street, NW, Apt. A  
Washington, DC 20009

Account No: [REDACTED]  
Case No: 2018-09-28

Amount in Dispute - \$ 494.88

Before Janet W. Blassingame, Hearing Officer  
November 7, 2018 at 11:00 a.m.

The customer contested a water and sewer bill for the above account for the period of time May 26, 2018 to June 2, 2018. The DC Water and Sewer Authority (DC Water) declared that customer's dispute was untimely and therefore the charges were valid and an adjustment to the account was not warranted. DC Water, also, concluded that the cause of the increased consumption was controlled at the premises and was not an underground leak. The customer appealed DC Water's decision and requested an administrative hearing. The hearing was scheduled despite DC Water declaring the dispute untimely.

This matter was scheduled for hearing on November 7, 2018 at 11:00 a.m., however, a prior hearing overran its time scheduled and this hearing did not start until 1:00 p.m. Present for hearing were [REDACTED] and Eileen Wright, Communication Specialist, DC Water, on behalf of DC Water.

The property involved is a four (4) story rowhouse owned and occupied by [REDACTED]. [REDACTED] occupies the top three (3) levels of the house and she rents the basement. The property has two (2) kitchens, four and one-half (4 ½) bathrooms in [REDACTED]'s portion of the house and two (2) bathrooms in the basement, one outside faucet, two (2) dishwashers, and two (2) washing machines. The water and sewer bill, generally, ranges between Seventy-five Dollars (\$75.00) and Ninety Dollars (\$90.00) per billing cycle.

[REDACTED] testified that she got a bill for the period at issue which was vastly higher than normal. She stated that the charges declined but, then, in September, she received a bill for Three Hundred Dollars (\$300.00). She stated that the house is monitored by one water meter.

The customer stated that she had not received any complaints from the tenant and she, personally, was unaware of any water problems within house. She explained that she uses a management company regarding the rental of the basement apartment and that she asked the management company if there had been any problems in the basement and she was told that there had not been any problems.

[REDACTED] stated that DC Water installed a new water meter at the property on September 14, 2018.

Ms. Wright stated that DC Water considers the charges to be valid and that they are based upon actual meter reads from the property transmitted by a MTU.

Ms. Wright testified that two (2) periods of high water consumption registered on the water meter. She stated that the first spike occurred between June 7, 2018 and June 24, 2018. She stated that [REDACTED] contacted DC Water regarding the water usage on August 7, 2018, however, by the time of contact by the customer, the usage had decline so the utility did not offer to send a service technician to inspect the property and the customer was informed that the time to dispute the charges was past and her dispute was untimely. Ms. Wright stated that the second spike occurred August 19, 2018 to August 22, 2018. Ms. Wright testified that between June 7, 2018 and June 24, 2018, 38.72 CCFs of water registered on the water meter and that between August 19, 2018 and August 22, 2018, 17.11 CCFs of water registered on the water meter. Ms. Wright, further, testified that DC Water removed and tested the water meter and the meter was determined to have 99.98% accuracy. Ms. Wright, also, asserted that the increased water usage was not caused by an underground leak because the usage stopped than started and an underground leak will not stop until repaired. Ms. Wright testified that it was her conclusion based upon her years of reviewing customer disputes that the high usage in this instance was caused by an internal fixture or outside faucet.

[REDACTED] stated that she uses automatic payment for her water and sewer charges so she generally does not pay attention to the bill. She asserted that she should have been notified by DC Water of the occurrence of high-water usage at her property. Ms. Wright responded that according to the customer contact log, a high-water usage letter went out to the customer with the July 7, 2018 invoice.

Ms. Wright suggested that the customer sign-up for HUNA notifications (High Usage Notification Alerts). She reiterated that her experience has been that high usage such as experienced by the customer is caused by an internal fixture such as a toilet flapper.

[REDACTED] retorted that the reports from her management company do not reflect any plumbing repairs in the basement. She added that the management company does regular inspections of the unit and makes repairs upon report of any problem from the tenants.

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 four (4) story row house occupied by the owner, [REDACTED], on three (3) of the levels and by a tenant in the basement. (Testimony of [REDACTED])
2. The period in dispute is May 26, 2018 to July 2, 2018. (Testimony of the parties)
3. High water consumption registered on the customer's water meter between June 7, 2018 and June 24, 2018 and, again, between August 19, 2018 and August 22, 2018. (Testimony of Eileen Wright; DC Water Meter Read Log)
4. The customer was not aware of any plumbing issues within the portion of the house that she occupies and she was not informed of any plumbing issues in the basement apartment

- by either the tenant or the management company in charge of the rental unit. (Testimony of ██████████)
5. The customer was aware of higher charges than normal on her water and sewer statement dated July 7, 2018 but did not take any action to dispute the bill. (Testimony of ██████████; Bill Summary dated 7/10/18)
  6. The customer's usage declined as reflected on her bill statement dated August 1, 2018. (Testimony of ██████████; Bill Summary dated 8/1/18)
  7. DC Water sent a high usage notification letter to the customer enclosed with the customer's July Bill Summary. (Testimony of Eileen Wright)
  8. The customer contacted DC Water regarding increased charges on her bill on August 7, 2018, however, at the time of her call to the utility, high water consumption was not occurring at the property and the customer was informed by DC Water that she missed the time frame allowed by the utility for a customer to dispute bill charges. (Testimony of the parties)
  9. DC Water removed and tested the water meter and the meter was determined to have 99.98% accuracy. (Testimony of Eileen Wright)
  10. DC Water ruled out the existence of an underground leak as a possible cause of high-water usage at the property but usage declined without necessity of repairs being performed and an underground leak will not stop until it is repaired. (Testimony of Eileen Wright; DC Water Investigative Report dated 8/9/18)

#### 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. 21 DCMR §402.1 dictates a customer has ten (10) working days after receipt of the bill in which to challenge a bill that she believes to be incorrect and she does not pay the bill, or, the customer may pay the bill and note that she pays under protest, provided she does so before she receives her next bill because a challenge pertains to the most recent charges.
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

In this case the customer failed to dispute her bill dated July 10, 2018 prior to the bill statement for the succeeding billing period being sent out to her- the next Bill Summary was dated August 1, 2018 and the customer did not contact DC Water to dispute the charges reflected in the July bill until August 7, 2018 which is after she should have received her August bill. Pursuant to 21 DCMR 402.1, a customer can dispute charges if she pays the bill and notes that she pays under protest, provided she does so before she receives her next bill. [REDACTED] utilized automatic bill payment and admitted during the hearing that she did not pay attention to her bill statements as received. The second requirement for bill disputes- that the customer notes that payment is made under protest- was also not done by the customer presumably because of the automatic payment and failure to look at the water and sewer bill as sent by the utility.

DC Water has no obligation to the customer to investigate her charges when the customer fails to make a timely dispute. DC Water, however, did investigate the customer's water usage for the period and, as such, the utility waived its own regulation.

DC Water removed and tested the water meter and determined that the meter was accurately registering water used at the property. The utility, further, ruled out the existence of an underground leak as a possible cause of high-water usage at the property and the utility reviewed the customer's meter reads and identified the periods of high usage that occurred at the property. Such being the case, the utility determined that its equipment was functioning properly, there was no underground leak and that the high usage must have been caused by an internal fixture or outside faucet. Lastly, the utility sent notice to the customer that high-water usage had occurred at the property and the customer, beyond inquiring of the management company of any complaints by the tenant or repairs performed in the basement unit, provided no testimony or evidence of any action taken by her to investigate or mitigate the high usage that occurred and reoccurred a second time in August 2018. The property owner is responsible for what occurs at her property and absent any evidence of negligence by the utility or equipment malfunction, payment of the water and sewer charges rests with the property owner.

The customer testified that she was not attentive to her water and sewer bill because she was enrolled in auto-pay. Pursuant to the applicable rules regarding bill disputes, the customer needed to contact DC Water before she received the next billing statement in order to dispute charges in instances such as here where the customer paid the bill. (See, 21 DCMR 402.1) Enrollment in auto-pay does not excuse one from paying attention to bill charges and in this instance, it provides no basis to allow the dispute of bill charges. Here, the owner failed to



review her water and sewer bill and did not dispute the charges in a timely manner. Despite not making a timely dispute, DC Water investigated the charges, however, nothing was found that relieved the owner from responsibility for bill payment.

The utility's investigation occurred after water usage declined and the cause of the high-water usage was not detected. What the investigation proved was that there was no underground leak, the meter reads were correct, and nothing was detected to be amiss with DC Water's equipment; all of these factors weigh against the customer's assertion that the charges were wrong.

Lastly, in cases such as here where all tests and checks fail to determine the cause of the high-water consumption, the regulations bar adjustment of the customer's account for high water consumption. (See 21 DCMR 408) The evidence weighs in favor of the utility that the charges are correct if nothing is found to be wrong with the equipment, the meter read and no leaks are found.

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

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

Date: Jan. 7, 2019

Copy to:

[REDACTED]

[REDACTED] Biltmore Street, NW, Apt. A

Washington, DC 20009

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

IN RE: [REDACTED]

[REDACTED] Jefferson Street, NW  
Washington, DC 20011

Service Address:  
[REDACTED] 14<sup>th</sup> Street, NW

Account No: [REDACTED]  
Case No: 2018-09-24

Amount in Dispute - \$319.74

Before Janet W. Blassingame, Hearing Officer  
November 6, 2018 at 11:00 a.m.

ORDER OF DISMISSAL

The customer initially contested a water and sewer bill for the above account for the period of time July 21, 2017 to August 20, 2017. The customer paid a portion of the billed amount pertaining to the initial dispute, leaving a balance due of \$145.00 at time of hearing. The customer complained that DC Water was not responsive to his complaints and he requested an administrative hearing. During the pendency of the initial dispute, the customer disputed subsequent bills spanning the period September 30, 2017 to July 2018. DC Water adjusted the customer's account in the amount of \$619.92 for the period February 14, 2018 to September 14, 2018 but took the position that the initial disputed bill was valid and an adjustment to the account was not warranted.

This matter was scheduled for hearing on November 6, 2018. Present for hearing were:  
[REDACTED] and Eileen Wright, Communication Specialist, DC Water.

The property involved is a one story with basement 3200 square foot commercial retail and office space building. The property has two (2) bathrooms consisting of a sink and toilet on the first floor and one bathroom in the basement. It also has two (2) mop sinks and two (2) outside faucets (keyed). The first floor of the building is occupied by Solar Solutions which has a total of twelve (12) employees of which five (5) work in the office. H2Design Build occupies the basement and the company has six (6) employees of which three (3) work in the office. The property is monitored by a single water meter. [REDACTED] stated that the building has been owned since May 2002 and that its water and sewer bills have ranged between \$125.00 to \$140.00 per billing cycle.

[REDACTED] testified that his water and sewer bill charges have been jumping all over the place and he cannot pinpoint what is wrong with DC Water's billing system.

In correspondence to DC Water, the customer complained of receiving bills based upon estimated usage and he, further, complained that the meter reads shifted from three (3) digit readings to five (5) digit readings.

The customer testified that he had a plumber check for leaks at the property in August 2017 and no leaks were found. [REDACTED] stated that he did not send the plumber's report to DC Water at that time. He stated that in year 2017 the water and sewer bill had been averaging \$175.00 per month and that for the billing cycle just prior to the disputed billing, the bill had been for \$161.49 and the next billing almost doubled at \$319.74, leading to his dispute of the charges. [REDACTED] testified that his tenants had not made him aware of any plumbing problems within the building. He testified that between January 2017 and August 2017, the water and sewer charges spanned \$193.14 as the highest bill and \$161.00 as the lowest bill. The customer stated that he thought that his water and sewer charges were high but he paid the bills rationalizing that during the period he planted tree boxes and had increased water usage. He noted that, following the bill for \$319.74, by December 2017, his water and sewer charge was down to \$128.00.

[REDACTED] testified that his plumber performed dye tests on all of the toilets in the building and the plumber checked all of the inside faucets and outside spigots and no leaks or problems were detected. [REDACTED] stated that he was never able to figure out why his bill spiked but in comparing the water usage at the property at issue with usage at another property, also, owned by him, he concluded that something was "out of whack". He asserted that he owns a mixed-use property where he lives with his wife and two (2) children and at the same property, there is a hair braiding salon which uses water significantly more than that used at the property on 14<sup>th</sup> Street and for the multi-use property, his water and sewer bill is \$184.00, just \$20.00 higher than the average bill for usage at the 14<sup>th</sup> Street property. [REDACTED] submitted to the Hearing Officer his prepared chart of bill charges comparing the commercial property at issue to those pertaining to this mixed-use property.

Ms. Wright, prior to the start of the hearing, informed the customer and the Hearing Officer that DC Water had adjusted the customer's account for the 14<sup>th</sup> Street property in the amount of \$619.92 for usage billed between February 14, 2018 and September 14, 2018. She clarified that the outstanding charges of \$145.00 were not being adjusted and remained to be paid for the period July 21, 2017 to August 20, 2017.

Ms. Wright testified DC Water has determined the charges to be valid and that the utility's usage records for the property reflect sporadic registration of the water meter. She stated that DC Water changed the water meter at the property in October 2016 and that after the meter change, usage increased. She added that water usage at the property had started to increase prior to the meter change and the increased usage started in July 2016. Ms. Wright testified that there was no water usage registering on the meter from 6:00 p.m. on July 26, 2017 until July 27, 2017 at 10:00 a.m. when usage starts and does not stop until July 29, 2017 between 1:00 p.m. and 2:00 p.m. She stated that 600 CCF of water, which equates to 4488 gallons of water, registered on the

water meter between July 27<sup>th</sup> and July 29<sup>th</sup>. She, further, testified that water usage started at the property on July 31, 2017 between 9:00 a.m. and 10:00 a.m. and water does not stop registering on the meter until between 7:00 p.m. and 8:00 p.m. resulting in 695 gallons of water registering on the water meter. Ms. Wright stated that a small spike can be seen to have occurred on August 1, 2017 between 9:00 a.m. and 10:00 a.m.

Ms. Wright surmised that based upon her experience the water usage as occurred at the property was caused by a toilet. She elaborated that when sporadic increases in usage occur, the usage is caused by something internal at the property because it is controlled.

██████████ interjected that in July 2017, a plumber changed the chain inside of a toilet at the property and that the plumber told him that the flapper within the toilet can get caught on the chain.

██████████ declared that he is going to pay the outstanding \$145.00 on the disputed billing.

The Hearing Officer inquired of both parties whether this matter was resolved and both ██████████ and Ms. Wright expressed satisfaction with what had be said and explained during the hearing.

Accordingly, it is determined that this matter is SATISFIED and RESOLVED and, as such, the same is DISMISSED.

Respectfully Submitted:

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

Date: JAN. 7, 2019

Copy to:

██████████  
██████████ Jefferson Street, NW  
Washington, DC 20011

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

IN RE: [REDACTED]  
[REDACTED] 10<sup>th</sup> Street, NE  
Washington, DC 20002

Account No: [REDACTED]  
Case No: 2018-09-29

Amount in Dispute - \$ 1,251.83

Before Janet W. Blassingame, Hearing Officer  
November 7, 2018 at 1:00 p.m.

ORDER OF DISMISSAL


The customer contested a water and sewer bill for the above account for the period of time January 4, 2018 to February 1, 2018. The DC Water and Sewer Authority (DC Water) ruled that the dispute was untimely and the utility declined to investigate the water and sewer charges. The customer appealed DC Water's decision and requested an administrative hearing. DC Water, through counsel, filed a Motion to Dismiss Administrative Hearing Petition. The Motion was forwarded to the Hearing Officer for a determination and the customer's Reply was due on November 5, 2018. The Hearing Officer delayed ruling on the motion due to the immediacy of the hearing date. Prior to the scheduled hearing in this matter, no reply from the customer was received by the utility and the customer did not request an extension of time to reply to the motion. Likewise, the customer had not requested a continuance of the hearing prior to the scheduled hearing date.

This matter was scheduled for hearing on November 7, 2018 at 1:00 p.m. Due to runovers of earlier scheduled hearings, this matter was not called for hearing until after 2:00 p.m. Present for hearing were Eileen Wright, Communication Specialist, DC Water, and, Nat N. Pollita, Esquire, both on behalf of DC Water.



The customer was afforded a thirty (30) minute grace period and although the hearing was delayed until 3:00 p.m., the customer failed to appear. The letter of notification that was sent to the customer advised the customer that "Failure to appear at your scheduled hearing may result in a default judgment being entered against you." (See, 21 DCMR 415.3) Per its Motion, DC Water requested that the Petition for Administrative Hearing Petition be dismissed without a hearing. The Hearing Officer finds that the motion is moot based upon the customer's failure to appear for the hearing and there is no longer a need to reach the merits of the motion.

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.

Date: Jan 7, 2019

By:   
Janet W. Blassingame, Hearing Officer

Copy to:

  
 10<sup>th</sup> Street, NE  
Washington, DC 20002

Nat N. Polito, Esq.  
1776 K Street, NW, Suite 200  
Washington, DC 20006

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

IN RE: [REDACTED]  
[REDACTED] Orange Street, SE  
Washington, DC 20032

Account No: [REDACTED]  
Case No: 2018-09-38

Amount in Dispute - \$ 710.35

Before Janet W. Blassingame, Hearing Officer  
November 28, 2018 at 10:00 a.m.

The customer contested a water and sewer bill for the above account for the period of time February 28, 2018 to September 4, 2018. The DC Water and Sewer Authority (DC Water) declared that customer's dispute was untimely and therefore 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. The hearing was scheduled despite the utility declaring the dispute untimely.

This matter was scheduled for hearing on November 28, 2018 at 10:00 a.m. Present for hearing were [REDACTED] and Eileen Wright, Communication Specialist, DC Water, on behalf of DC Water.

The property involved is a single-family semi-detached residence occupied by [REDACTED] and her two (2) children. The house has one kitchen, a utility sink, two (2) bathrooms, a washing machine and one outside faucet. [REDACTED] stated that she purchased the property on April 24, 2017 and moved into the house in July 2017. She stated that received her first water and sewer bill statement in October 2017 in the amount of \$250.00 covering the period April 2017 to August 2017. She stated that she entered into a payment plan with the utility whereby she was to pay \$59.98 per month on the outstanding balance. She stated that her charges for water service in November 2017 were \$121.90, in December 2017 - \$135.96 and in January 2018- \$144.91. She testified that she assumed that the payment plan amount due each month was included in her Bill Summary. Ms. Wright interjected that DC Water converted to a new system in December 2017 and the system no longer shows old payments or installment payments.

[REDACTED] testified that on September 27<sup>th</sup> she paid \$60.00 on her payment arrangement with DC Water and that she paid \$115.00 in October 2017. According to the customer, her bill with DC Water was then \$55.16. In response to the customer's testimony, the Hearing Officer looked that the customer's account history and noted that the ledger reflected balances due utility but not the payments that the customer asserted that she had made. Ms. Wright stated that the customer paid \$60.00 on November 15, 2017 but that the customer owed \$121.90 on her

November bill. [REDACTED] testified that she paid \$60.00 on November 20, 2017 and \$60.00 on November 13, 2017 which should have left a balance due of \$2.06.

Ms. Wright testified that the customer was billed \$239.83 as reflected on the bill dated September 1, 2017. She went on to state that the customer's first installment plan payment was due on October 1, 2017 and the customer paid \$60.00, leaving a balance of \$179.83. She testified that the customer was billed for \$55.16 rising the balance due to \$234.99 and on that balance, the customer paid \$115.00 reducing the balance to \$119.99 for the period October 2, 2017 to November 2, 2017. Ms. Wright stated that the customer was billed \$121.89 as reflected on her November bill, making her balance due \$241.89 and on that balance, the customer made two (2) payments of \$60.00 each, leaving a balance of \$121.89. Ms. Wright testified that DC Water assessed a late fee of \$6.17 because the customer shorted payment by \$ .12. Ms. Wright elaborated that the late fee consisted of \$ .01 and \$6.16 as of November 15, 2017.

Ms. Wright testified that the payment plan given to the customer was defaulted by the customer, as such, the plan became null and void. Ms. Wright stated that the customer should have paid \$115.12 as opposed to \$115.00. Ms. Wright testified that when a payment plan is in place with a customer, the customer must pay the payment installment per the plan and the customer's current charge for service. [REDACTED] interjected that she read the balance due on her bill and that the letter from DC Water did not discuss assessment of a penalty, only that service might be disconnected if not paid on the date due. Ms. Wright responded that the payment plan is cancelled if the customer fails to make full payment of the amount due to the utility,

Ms. Wright stated that as of November 1, 2017, the customer owed the DC Water \$241.89 and the customer's bill dated December 11, 2017 reflects charges in the amount of \$120.00. Ms. Street countered that she owed DC Water \$264.02 in December 2017. She noted that the bill, which is dated December 11, 2017, does not reflect any assessed late charges.

The Hearing Officer, again, referred to the account ledger and noted that the customer's December 2017 bill reflected a total balance due of \$264.02 due by January 5, 2018 and did not reflect the \$60.00 installment payment that the customer stated that she made to the utility but that it appears that a \$60.00 payment was applied against current/outstanding service charges.

Ms. Street stated that she does not understand why \$59.83 is reflected as her past due balance on her December 2017 bill. She asserted that if her first bill from DC Water was \$239.93 and she paid \$60.00 on installment, she believes that her balance should change. She noted that her payment of \$115.00 is not reflected on the Account History ledger. The Hearing Officer noted the \$60.00 payment on the October bill is not reflected on the Account History. [REDACTED] asserted that she thinks after the October bill that her balance should have been \$179.03, that she was then charged \$55.16 bringing the balance to \$234.99. The customer stated that she next paid \$115.00 which should have brought her balance down to \$119.99. She asserted that she then paid



\$60.00 twice (\$120.00) which left a balance of \$1.90 plus current charges of \$135.96 plus the plan installment of \$60.00.

Ms. Wright stated that the customer owed \$128.06 as of December plus her past due balance and she paid \$264.02 which wiped out her balance due. Ms. Wright went on to state that the customer's January 2018 bill was for \$144.91.

Ms. Wright asserted that everything discussed during the hearing thus far has been simply background information and that the customer's dispute starts in May 2018; she stated that the customer did not receive an April 2018 bill. At that point, Ms. Wright stated that she was cutting to the point and that the meter was tested by DC Water and determined to be running slow. Ms. Wright asserted that the customer is actually using more water than for which she has been charged. [REDACTED] interjected that she brought the home in April 2017 and her water and sewer bills have fluctuated since. She stated that she did not receive an April 2018 dated bill and she called DC Water regarding the failure to receive a bill and a service representative told her that there had been a glitch in the billing system and that a new bill would be sent. [REDACTED] stated that she received a May bill for \$343.49. Ms. Street testified that she requested that DC Water conduct an interior inspection and that the inspection was done on June 7, 2018 and no leaks were found.

Ms. Wright conceded that the water meter failed testing. She went on to state that the utility lacked comparable usage upon which to bill the customer. She stated that since the customer's move-in the customer's average usage has been 10 CCF per month and that her current usage is 23 CCF. Ms. Wright further conceded that DC Water delayed in billing the customer in April due to its change in billing system. Ms. Wright pointed out that the customer has a MTU device on her water meter.

Ms. Wright testified that she adjusted the customer's account for the period February 28, 2018 to September 27, 2018 from 65.58 CCF reducing average usage to 6 CCF. Ms. Wright stated that the utility used September 19, 2018 to November 16, 2018 as its comparable period and she asserted that during the comparable period, the customer used 26.91 CCF and that the customer is being billed for 20.62 CCF. Ms. Wright stated that normally the comparable period would have been February 2017 to April 2017 but, in this instance, the customer was not living in the property. Ms. Wright stated that DC Water has no figures for a family of three (3) to base the customer's usage against because families use different amounts of water.

Ms. Wright stated that she is willing to concede an added 14 CCF to the adjustment, making the total adjustment \$153.02 plus \$65.58 which equals \$218.60. She stated that based upon the revised adjustment, the customer's May 2018 bill goes down to 7 CCF for two (2) months, thereby subtracting charges for 20.26 CCF of usage. Ms. Wright, further, stated that she would take off penalties assessed the customer of \$3.44 and \$1.81 totaling \$5.25.

Ms. Wright stated that she was not inclined to extend the account adjustment to November 2018 because the customer has a new water meter and she is using more water as of September 2018. Ms. Wright testified that she calculates that between September 11, 2018 and September 18, 2018, the customer used 2.59 CCF of water making her daily average usage to be .323 CCF. Ms. Wright stated that on the new water meter, between September 19, 2018 and September 27, 2018, the customer used 3.30 CCF of water making her average daily usage .412 CCF. Ms. Wright testified that between October 31, 2018 and November 28, 2018, the customer used 10.06 CCF of water and that her daily average usage was .359 CCF. Ms. Wright further noted that a rate change took place and is reflected on the customer bill dated October 1, 2018.

██████████ stated that she is disputing everything- all bills- up to the hearing meaning that she disputes the period February 28, 2018 to November 28, 2018 as opposed to February 28, 2018 to September 4, 2018.

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

#### FINDINGS OF FACT

1. DC Water has reversed its determination that the dispute is untimely and agreed to an adjustment of the customer of the customer's account for the period for the period February 28, 2018 to September 27, 2018. (Testimony of Eileen Wright)
2. DC Water determined that an adjustment of the account was appropriate because upon testing the customer's water meter, the water meter was found to be running below accepted accuracy standards for a water meter and, as such, the meter failed testing. (Testimony of Eileen Wright)
3. The customer initiated her dispute of charges on June 7, 2018 and stated that she was disputing every bill since March and that would be April, May, June, July and August. (Administrative Hearing Petition received 9/14/18 from ██████████)
4. During the hearing, the customer asserted that her dispute extends to bills received to November 2018. (Testimony of ██████████)
5. DC Water removed the old water meter from the property and installed a new water meter on September 19, 2018. (DC Water meter read log; Bill Summary dated 10/1/18)
6. DC Water inspected the property for leaks on June 7, 2018 and no leaks were found. (Testimony of ██████████)
7. Since installation of a new water meter, the customer's registering water usage averaged .412 CCF daily between September 19, 2018 to September 27, 2018 and has been .359 CCF per day between October 31, 2018 and November 28, 2018, as opposed to, .323 CCF registering on the old water meter immediately prior to its removal during the period September 11, 2018 to September 18, 2018. (Testimony of Eileen Wright; DC Water meter read logs)

8. The current water meter at the property transmits meter reads, through use of an MTU device, on an hourly basis. (Testimony of Eileen Wright; DC Water meter read logs)

#### 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. 21 DCMR §402.1 dictates a customer has ten (10) working days after receipt of the bill in which to challenge a bill that she believes to be incorrect and she does not pay the bill, or, the customer may pay the bill and note that she pays under protest, provided she does so before she receives her next bill because a challenge pertains to the most recent charges.
1. DC Water may impose a time limit upon disputes of a bill by a customer and it does not have to investigate a challenge if the challenge is untimely, however, the utility may waive its time limitation and investigate the charges. (Gatewood v. DC WASA, 82 A.3d, DC Court of Appeals 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.")
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 personal 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)

## DECISION

Relief is granted in part and denied in part. DC Water has agreed and will adjust the customer's account for the period February 28, 2018 to September 27, 2018, however, the customer wanted adjustment of her account to extend to November 2018 and such relief will not be granted.

The customer in this matter was unable to establish a prima facie case that the charges disputed were wrong or for some other reason the customer was not or should not be held responsible for payment with respect to charges after the installation of a new water meter at the property on September 19, 2018. As such, the determination is that charges for water usage incurred after September 27, 2018 are valid and no basis exists for adjustment of the customer's account, pursuant to the current bill challenge.

In this case, DC Water declared that the customer's bill challenge was not timely. After the customer filed a Petition for Administrative Hearing, however, the utility investigated the dispute and has now determined that an adjustment of the customer's account is appropriate. The customer, in her petition, declared that she was disputing bills April 2018 thru August 2018 but, during the course of the hearing, she declared that her bill challenged extended to November 2018. DC Water investigated the customer's charges and based upon the testing of the water meter removed from the property on September 19, 2018, it found that the water meter was defective and, at hearing agreed to adjustment of the customer's account. Whereas the customer had requested relief starting in April 2018, thru August 2018, the utility granted relief by adjusting the customer's account for the period February 28, 2018 to September 27, 2018.

A new water meter has been in place at the property since September 19, 2018 and no evidence has been presented of any equipment problem relating to the new meter. The MTU at the property has been transmitting meter reads from the property on an hourly basis. DC Water conducted an inspection of the property for leaks and no leaks were found in June 2018. Since installing the new water meter in September 2018, usage reads from the property indicate higher usage occurring at the property than reported by the old water meter. It is logical that usage on the new meter would be higher since the old meter was found defective because it was running too slow and in essence not registering all of the water actually being used at the property. The regulations pertaining to meter function make no distinction between a meter running too slow or a meter running too fast, if the meter fails testing, the customer's account is to be adjusted based on the average previous water consumption determined by meter readings. (21 DCMR 308.4)

In adjusting the customer's account, DC Water explained that it lacked data to establish average previous water consumption because the customer was not residing in the home during a comparable previous period. Ms. Wright calculated an adjustment and later conceded to subtract additional amounts of water consumption from the customer's billing. The Hearing Officer finds the adjustment appropriate, if not generous, in that it extends relief to an earlier start date that

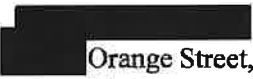
previously requested by the customer. With respect to the end date of the account adjustment, the customer initially declared that her challenge was up to August and, then, during the hearing, she extended her demand for relief to include up to November 2018. As noted above, the burden rests with the customer to show that charges are incorrect or for some other reason the customer should be relieved from responsibility of payment, however, the customer presented no evidence or testimony to support her request for adjustment of her account up to November 2018 and DC Water's ground for adjusting the account- i.e. a faulty water meter, only extended up to the date that the water meter was removed and replaced.

Accordingly, DC Water, if it has not already done so, shall adjust the customer's account for the period February 28, 2018 to September 27, 2018 by subtracting 20.26 CCF of water usage with the appropriate adjustment for charges and late fees. No basis exists for adjustment of the customer's account beyond September 27, 2018 and no adjustment is granted.

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

Date: Jan 7, 2019

Copy to:

  
Orange Street, SE  
Washington, DC 20032

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

IN RE: [REDACTED]  
[REDACTED] 2<sup>nd</sup> Street, NW  
Washington, DC 20011

Account No: [REDACTED]  
Case No: 2018-09-40

Amount in Dispute - \$ 1,018.49

Before Janet W. Blassingame, Hearing Officer  
November 29, 2018 at 10:00 a.m.

The customer contested a water and sewer bill for the above account for the period of time March 10, 2018 to May 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 November 29, 2018 at 10:00 a.m. Present for hearing were [REDACTED] and [REDACTED], the property owners, and Eileen Wright, Communication Specialist, DC Water, on behalf of DC Water.

The property involved is a rowhouse owned and occupied by [REDACTED] and [REDACTED]. The house has three (3) bathrooms, one kitchen, two (2) outside faucets, a washing machine and a dishwasher. Three (3) adults and two (2) children reside in the house and the water and sewer bill generally ranges between Eighty Dollars (\$80.00) and One Hundred Dollars (\$100.00) per billing cycle.

[REDACTED] testified that she and her family were not in the house at the time of the recorded high-water usage which occurred between March 18, 2018 and March 29, 2018. She stated that the family left home on March 20, 2018 for a 4:00 a.m. flight and returned home on Sunday, April 1, 2018. She explained that she, her husband and their two children were driven to the airport by their au pair who, then, caught her separate red eye flight to a different designation. [REDACTED] submitted copies of her family's plane itineraries.

[REDACTED] stated that no one had access to the home while the family was away on travel. She, further, stated that there had been no prior plumbing problems.

[REDACTED] referred to a blog of neighbors complaining of water being taken by construction workers. She stated that there is a lot of renovation work being performed at properties in her neighborhood, however, she did not inquire of her neighbors if anyone saw anything or anyone about her property in the family's absence.

Ms. Wright testified that a spike in water consumption registered on the water meter between March 20, 2018 and March 29, 2018. She explained that the customers have a MTU device that transmits meter reads from their property on an hourly basis. Ms. Wright elaborated that the spike started between 10:00 p.m. and 11:00 p.m. on March 20, 2018 and stopped on March 29, 2018 between 6:00 p.m. and 7:00 p.m., when water usage at the property resumed a normal usage pattern.

██████████ interjected that no one was in the house when the high-water usage started.

Ms. Wright testified that DC Water removed the water meter from the property for testing and the meter was determined to have 101.05% accuracy which is within the accepted range of water meter accuracy.

Ms. Wright testified that the high-water consumption was not the result of an underground leak because such leaks cannot repair themselves and, in this case, the water usage declined without necessity of repairs being performed.

Ms. Wright testified that during the spike, 74 CCF of water registered on the water meter and that the usage equated to 8 CCF of water being used per day. Ms. Wright stated that it has been her experience that water usage such as that which occurred in this case, has been caused by a toilet. She stated that high-water usage caused by a toilet does not mean that the toilet flapper necessarily is bad and that the high usage is stopped when someone uses the toilet. Ms. Wright commented that high usage is reflected to have occurred even after the spike declined.

██████████ interjected that no one had access to the property, that no one had a key, that everyone arrived at the airport at the same time and drove home at the conclusion of their time on travel.

Ms. Wright stated that it is her conclusion that the charges are valid and that the customer is responsible for payment. She went on to state that a small spike in usage registered on April 13, 2018 between 7:00 a.m. and 11:00 p.m. when 2 CCF of water registered on the water meter.

██████████ stated that he has an irrigation system on a timer for the garden but that the irrigation system was not in use during the dates that the spike in usage occurred. ██████████ questioned the accuracy of the meter test since the test was conducted in September 2018 and the spike occurred in March/April 2018. Ms. Wright responded that a water meter does not run fast than slow down its registration of water used at a property. ██████████ responded that problems occur all of the time with any electronic device. Ms. Wright replied that the water dial would have continued to run fast or stop completely if the meter had been defective.

When the parties questioned the lacked of notification from DC Water that high water usage was occurring at their property, Ms. Wright acknowledged that DC Water does have a High Usage Notification Alert system. She stated that the customer must select his/her level of

notification. Ms. Wright suggested that the customers select level 1 because high-water usage has already occurred at the property. [REDACTED] responded that DC Water, in fact, had sent notice of high-water usage to him in year 2017, but not in year 2018. [REDACTED] stated that water meters are inaccurate all of the time.

Ms. Wright testified that she could not find any cause to adjust the customers' account. She asserted that it does not matter when the water meter is tested for if the meter was defective and ran fast, the dial would have continued to run fast. Ms. Wright pointed out that the standard for meter accuracy is 98.5% to 101.5% as established by the American Water Works Association.

The parties discussed their desire for documentation regarding registration with HUNA and whether notice was sent to the customer during the spike period. The parties agreed and the Hearing Officer accepted the suggestion that DC Water would have ten (10) days post-hearing to submit HUNA verification/information.

Ms. Wright added that even though water usage declined before the parties returned home from travel, water usage did not stop at the property and continued in their absence.

[REDACTED] stated that she does not consider meter testing months after the end of a spike in usage to be an accurate reflection of what was occurring months earlier during the spike.

The hearing was adjourned at 11:10 a.m. and within minutes (5 minutes) of the customers departing the hearing room, Ms. Wright received and hand delivered the HUNA information sought. Ms. Wright indicated that an email response had been made and was at her desk when she returned to her desk at the conclusion of the hearing. The email was from Danny Ballerini who is in charge of the HUNA system and he wrote that the customers would have been notified on 2018-03-22 & 2018-03-28 via email, however, that was when the email portion of HUNA was not working, so they were not notified.

Based upon the testimony and evidence adduced during the hearing, as well as, the post-hearing supplemental document submitted by DC Water regarding its HUNA system, the Hearing Officer makes the following:

#### FINDINGS OF FACT

1. The property involved is a single-family row house owned by [REDACTED] and [REDACTED] where they reside with their two (2) children and a live-in au pair. (Testimony of [REDACTED])
2. The period in dispute is March 10, 2018 to May 9, 2018. (Testimony of the parties)
3. High water usage registered on the property's water meter between March 20, 2018 and March 29, 2018 but thereafter declined. (Testimony of the parties; DC Water Meter Read Log)



4. DC Water presented its Meter Read Log which reflected the transmission of hourly meter reads from the property throughout the period in dispute. (Testimony of Eileen Wright; DC Water Meter Read Log)
5. DC Water removed and tested the water meter and the meter was determined to have 101.05% accuracy. (Testimony of Eileen Wright; DC Water Meter Test Results)
6. The house occupants were on travel from March 20, 2018 to March 29, 2018. (Testimony of [REDACTED]; Jet Blue travel itinerary for [REDACTED], [REDACTED] and [REDACTED])
7. DC Water ruled out an underground leak as a possible cause of high-water usage occurring at the property because the usage declined without necessity of repair which is counter to how such leaks stop. (Testimony of Eileen Wright)
8. A second spike in water usage registered on the water meter on April 13, 2018. (Testimony of Eileen Wright)
9. DC Water's HUNA system was not operational for email notification during the period that high-water usage occurred at the property in March 2018. (Email from Danny Ballerini, DC Water)

#### 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

The customers in this case argued two (2) challenges to the charges in dispute: First, that customers were not at home during the period that high-water usage occurred at the property; and, Second, that the meter test conducted by DC Water was not accurate due to the expanse in time between when the high-usage occurred and when the meter was tested. On DC Water's part, the utility presented hourly meter reads documenting when the high-water usage began and ended and it presented its meter test of the water meter from the property which reflected that the meter was functioning within accepted accuracy. The utility further gave explanation of how a water meter malfunctions and that a meter will not malfunction and later correct its functioning but that once a meter runs fast, it will continue to run fast or it will stop registering usage. The utility further provided its assessment of what was a plausible cause of the increased water usage- pointing to a toilet within the house, and, it ruled out the existence of an underground leak as a possible cause of the usage.

██████████ testified that the high-water usage occurred March 18, 2018 to March 29, 2018 and the customers presented their flight itinerary to show their absence from the home during such period. ██████████ testified that she and her family, as well as, their au pair left during the early morning on March 20, 2018 and returned home Sunday, April 1, 2018. Ms. Wright, on behalf of DC Water, testified, supported by meter read records from the property, that the spike in water consumption started on March 20, 2018 and declined March 29, 2018. Ms. Wright, also, testified that even though usage declined on March 29, 2018, usage did not stop but only resumed back to normal usage pattern. ██████████, further, testified that the entire family returned on April 1, 2018 and that the return was coordinated with the return of the au pair and everyone drove home together at the end of their travels. ██████████ testified that she was not able to obtain the au pair's travel documentation because the au pair has left service to the family and a new au pair is now working for the family. The Hearing Officer notes that the travel itinerary submitted into evidence shows four (4) people- ██████████, ██████████, ██████████, ██████████ and ██████████, leaving DC to Ft. Lauderdale, FL on March 20, 2018 with an ultimate designation of Cancun, Mexico later than day, but, the submitted itinerary only shows ██████████ and ██████████ on a return flight to DC on April 1, 2018. The submitted itinerary fails to provide any information as to when ██████████ and ██████████ returned to DC.

Based upon the evidence and testimony submitted, the Hearing Officer cannot find that the customers met their burden of showing that more likely than not the charges were wrong or for some other reason they should be relieved from responsibility for payment. DC Water provided documented proof of water usage at the property occurring thru out the period that the customers were on travel and even though usage declined on March 29, 2018, the documentation reflects water usage continuing at the normal usage level from the date of decline going forward. If no one was at home before April 1<sup>st</sup>, when ██████████ stated that everyone simultaneously returned from travel, the resumption of normal water usage as of March 29, 2018, not to mention the increased usage which occurred for the prior nine (9) days, is suspect or, at least at minimum,

unexplainable. The return to normal usage patterns in the house suggests that persons who normally lived at the property, were there and using water as they normally would do. In this case, the travel itinerary of the au pair is unknown except for the customer's statement that the au pair left and return simultaneously with the family although she did not travel with the family. Theoretically, the au pair could have turned around and returned to the property during the entire period that the family was away and only dropped the family off at the airport and picked them up upon their return. Likewise, the submitted itinerary fails to document when [REDACTED] and [REDACTED] returned to DC. As such, there are gapping holes in the customers' assertions and implications that they could not have used the water registering on the meter because no one was at the property.

With respect to challenging the meter test results, as noted above, DC Water explained that a water meter cannot malfunction and later correct itself. DC Water explained that once a meter starts to run fast or inaccurately, the meter will continue to malfunction or simply stop running. In this case, the meter registered water usage and the MTU transmitted hourly reads without any indication of malfunction and when tested, the water meter was determined to be functioning within accepted range of accuracy. The Hearing Officer gives no weight to the customer's assertion that "there are problems all of the time with electronics". Nothing was presented to support the allegation that the meter malfunctioned and, more importantly, the meter test and meter read logs support DC Water's position that the water meter was functioning and accurately registering water used at the property.

At one point during the hearing, the customer suggested that water might have been stolen from the property during the family's absence. The customer, however, provided nothing to support such a theory and admitted that she had not questioned any neighbor if anyone was seen in or about the property in her absence. The mere fact that renovations are being done in the neighborhood provides no basis to support a finding of water thief. Moreover, thievery of one's water does not relieve the property owner from responsibility for water used at his/her property.

Pursuant to the regulations applicable to adjustments of customer's account when excessive water consumption occurs at a property, DC Water is barred from making any adjustment when tests and checks fail to determine the cause of the excessive water usage. See, 21 DCMR 408. The tests and review of the meter read log support a finding that the meter was functioning properly and that water was being used during the period in dispute. DC Water suggested that the excessive water usage might have been caused by a toilet and such a theory is plausible in that the increased usage started at the time that the occupants left the property for extended travel and the usage declined at or near the time of their return. DC Water's explanation of what might have occurred is plausible but cannot be substantiated, but, pursuant to the regulations just such a situation is when the utility is barred from adjusting a customer's account because increased usage occurred and the reason is unknown.

Lastly, respect to the HUNA notification, DC Water did not provide notification of the occurring of increased water usage at the property and the utility's explanation was that its notification function by email was not operational at the time. HUNA does not extend or create any responsibility on DC Water to provide notice and if it fails to do so, such failure does not provide any basis to relieve a customer from responsibility to pay for water used at one's property. HUNA is provided as a customer service/curtesy. In this case, while HUNA did not work for the customer, it unclear whether a HUNA notification could or would have prevented or mitigated the customer's cost of service, in that the customers were out of the country, there was no testimony or evidence to suggest that they had access to email, and Ms. Altman testified that the no one had access to the property in their absence. While, as noted above, the Hearing Officer is not convinced that no one was in the house at least as of March 29<sup>th</sup> going forward, HUNA notification or lack thereof, does not relieve the customer of responsibility for payment of the water and sewer charges nor does it create any responsibility upon the utility to provide a notification or bar to the utility its ability to charge for all water used at a property.

Based upon the foregoing, the determination by DC Water that the charges are valid and no basis exists to adjust the customers' account is hereby AFFIRMED.

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

Date: *Jan. 7, 2019*

Copy to:

  
2<sup>nd</sup> Street. NW  
Washington, DC 20011

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

IN RE: Guapos Restaurant  
Attention: David Moran  
4517 Wisconsin Ave., NW  
Washington, DC 20016

Account No: [REDACTED]  
Case No: 2018-09-42

Amount in Dispute - \$ 11,457.83

Before Janet W. Blassingame, Hearing Officer  
November 29, 2018 at 1:00 p.m.

MEMORANDUM OF SETTLEMENT

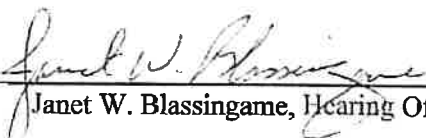
The customer contested a water and sewer bill for the above account for the period of time November 2, 2017 to November 30, 2017. The DC Water and Sewer Authority (DC Water) investigated the water and sewer charges and determined that the charges were valid and no basis existed to adjust the account. The customer appealed DC Water's decision and requested an administrative hearing.

This matter was scheduled for hearing on November 29, 2018 at 1:00 p.m. Present for hearing were: Michael E. Veve, Esquire, Carmen Roth, Account Payable Manager, and David Moran, Manager of Guapos Restaurant, on behalf of GR, Inc. d/b/a Gaupos Restaurant; and, Eileen Wright, Communication Specialist, on behalf of DC Water.

Ms. Wright engaged in settlement discussions with the customer representatives and all parties advised the Hearing Officer that a settlement had been reached and agreed upon. The matter was called and the settlement agreement stated into record as follows:

The parties have reviewed the account as reflected on the bill dated 12/18/17 for the period 11/2/17 to 11/30/2017 and agree that DC Water shall adjust the customer's account in the amount of \$9,796.95, leaving a total amount due of \$2,028.71.

Based upon the forgoing agreement and pronouncement of the parties, the Hearing Officers finds and determines that this matter is SETTLED. DC Water is directed to abide by the terms of agreement stated above.

By:   
Janet W. Blassingame, Hearing Officer

Date: Jan. 7, 2019

Copy to:

David Moran, Manger  
Guapos Restaurant  
4517 Wisconsin Avenue, NW  
Washington, DC 20016