

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

IN RE: Boris Kulper  
1420 Dav Road  
Rockville, MD 20850

Account No: [REDACTED]  
Case No: 20-527861

Service Address:  
[REDACTED] Dumbarton Street, NW

Amount in Dispute: \$ 2,509.89

Before Janet W. Blassingame, Hearing Officer  
September 15, 2020 at 10:00 a.m.

The customer contested a water and sewer bill for the period of time April 4, 2020 to June 3, 2020. The DC Water and Sewer Authority (DC Water) investigated and determined that the charges for the period were valid and no basis existed to adjust the account. The customer requested an administrative hearing.

This matter was scheduled for a remote hearing on September 15, 2020. Present on-line for the hearing were the customers, namely, Boris Kulper and [REDACTED], and on behalf of DC Water were Arlene Andrews and Kimberly Arrington.

The property involved is residential property purchased by Mr. Kuper in October 2014. Mr. Kuper stated that he brought the property with the intent to renovate but that the costs of renovation were too high so he changed his plans for the property to save money and he now uses the property as an Airbnb. Mr. Kulper described the property as a row house having two and one-half (2 ½) bathrooms, one kitchen, and one outside faucet. Mr. Kulper stated that his water and sewer bill for the property depends upon occupancy. Mr. Kulper stated that the house was occupied February 20, 2020 to April 20, 2020, but, unoccupied from April 27, 2020 to June 30, 2020. He stated that during the period in dispute, the house had three (3) occupants but the tenant informed him that there had been nothing unusual occurring at the property.

Mr. Kulper testified that he received a high-water usage alert from DC Water on June 11, 2020 and he thought that possibly a pipe burst at the property. He testified that he went to the property but saw nothing amiss. Mr. Kulper stated that he checked all of the toilets. The customer testified that he telephoned DC Water on June 12, 2020 regarding the high charges and told the service representative taking his call that he had not seen any leaks. Mr. Kulper stated that he was informed the property was scheduled for a meter change and that the water meter might be faulty. Mr. Kulper understood that an underground inspection would be performed. Mr. Kulper stated that a DC Water contractor did come out to the property on June 12, 2020 but the contractor stated that he could not enter the property.

Mr. Kulper explained that normally an Airbnb stay is long-term. He stated that it is his practice to clean the property before the start of a residence stay and that he goes into the

property at the end of each residence stay. He, further, stated that if the property is vacant, he will go by the house approximately once per month. He added that a neighbor, also, watches the house and will inform him of anything amiss.

Mr. Kulper testified that the water meter at the property was changed on June 15, 2020 and thereafter, water usage at the property went down. He testified that billed water usage at the property had been as follows:

Current as of 9/8/2020	= zero
9/7/2020	= .02 CCF
7/6/2020	= reflected 2 reads- .02 CCF and .78 CCF
6/3/2020	= 186.85 CCF
No bill in May 2020	
May 2020	= 11.48 CCF
April 2020	= 4.3 CCF

Ms. Andrews testified that the water usage was controlled at the property and that something was either repaired or the water was turned off. She stated that DC Water tested the water meter from the property and the meter was determined to have 99.98% accuracy. She explained that DC Water follows the guide of the American Water Works Association and its standard of meter accuracy is 98.5% to 101.5%.

Ms. Andrews acknowledged that the customer was not billed in May 2020 and she stated that the high-water usage started in May 2020. She stated that the bill in dispute is dated June 11, 2020 and covers the period April 4, 2020 to June 3, 2020. Ms. Andrews testified that DC Water obtained a field meter read at the customer's property on May 6, 2020 reflecting 105.77 CCF of water having been consumed. She testified that a field read of the water consumption at the property was 81.08 CCF of water as of June 3, 2020.

Ms. Andrews testified that the utility had not received an automated meter read transmission from the property since October 2019 when the MTU stopped working. Ms. Andrews testified that DC Water estimated the customer's water usage in February 2020 but did not send a bill to the customer. She stated that the customer's bill dated March 13, 2020 was based upon a field read on March 6, 2020 for the period January 20, 2020 to March 6, 2020 and reflected water usage of 5.29 CCF. She stated that a field read obtained on April 3, 2020 reflected the usage was 11.48 CCF. She stated that the utility sent a service technician to obtain a meter read from the property on May 6, 2020 and the read reflected usage at 105.77 CCF. She stated that DC Water did not send a bill to the customer because the water usage had to be confirmed. She stated that another field read was obtained from the property on June 3, 2020 reflecting 81.08 CCF of water had been used since May 6, 2020.

Ms. Andrews asserted that the utility did not conduct an underground leak audit at the property because the water usage had declined. She pointed out that the last read of the old water meter before its removal reflected .02CCF of water used as of June 14, 2020 and she pointed out that after the meter change usage at the property on June 15, 2020 was zero. Mr. Kulper interjected that water at the property was not turned off. Ms. Arrington interjected, as well, that when the DC Water contractor was at the property to change the water meter, the contractor

when the DC Water contractor was at the property to change the water meter, the contractor would have noted on the work service order if a meter leak had been found and no such notation was made by the contractor.

Mr. Kulper asked why he did not get a notice of high-water usage from the utility when DC Water obtained the high read in May 2020; Ms. Andrews responded that no bill was sent to the customer prior to June 2020 in order to confirm the usage. She stated that the telephone call received by the customer in June 2020 was from the Billing Department. She, also, told the customer that he might be eligible for utility assistance from the DCEE. Mr. Kulper responded that as of now he was focused on challenging the usage charge because he does not believe that the amount of water charged was used at the property.

Ms. Andrews stated that DC Water is not going into customer's homes due to the pandemic. She asserted that running toilets can cause usage in the amount charged in this matter, however, the usage could have been caused by another fixture within the property.

Mr. Kulper pointed out that his background is that of a realtor and property manager so he knows about property care and maintenance.

Ms. Andrews stated that the customer's usage started to decline after the May 2020 reading and that the June 3, 2020 reflected even less usage having occurred at the property.

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 rowhouse which is used as an Airbnb.  
(Testimony of Boris Kulper)
2. The period in dispute is April 6, 2020 to June 30, 2020. (Testimony of the parties)
3. The property was unoccupied April 27, 2020 to June 30, 2020; the property was occupied February 20, 2020 to April 20, 2020. (Testimony of Boris Kulper)
4. DC Water issued a high-water usage alert (HUNA) to the customer on June 11, 2020.  
(Testimony of Boris Kulper)
5. In response to the HUNA alert, the customer inspected the property and found nothing amiss and he telephoned DC Water to inform the utility of his inspection results.  
(Testimony of Boris Kulper)
6. During his telephone call to DC Water, the service representative informed the customer that his water meter was scheduled to be changed and that the meter might be faulty.  
(Testimony of Boris Kulper)
7. High water usage started at the property in May 2020 and ended in June 2020.  
(Testimony of Arlene Andrews)
8. The MTU at the property stopped transmitting meter reads to the utility in October 2019.  
(Testimony of Arlene Andrews)
9. Because meter reads were not transmitting from the property, the utility was, periodically, sending a service technician to obtain field reads of the water meter. The

customer received a bill dated 3/19/2020 for the period 1/20/20 to 3/6/20 reflecting usage of 5.29 CCF. A field read was taken on 4/3/20 reflecting usage of 11.48 CCF and the customer was billed 3/13/20. The customer was not billed in May 2020 by the utility when a field read reflected usage of 105.77 CCF. The next field read occurred on 6/3/2020 and reflected that 81.08 CCF of water had been used at the property.  
(Testimony of Arlene Andrews)

10. The bill in dispute is dated 6/11/20 and encompasses a period of 61 days. (Testimony of Arlene Andrews)
11. DC Water asserted that it did not bill the customer in May 2020 because the high-water usage field read had to be confirmed. (Testimony of Arlene Andrews)
12. A DC Water contractor was at the property on June 12, 2020 but did not inspect the property; the water meter was changed at the property on June 15, 2020. (Testimony of Arlene Andrews)
13. The customer's bill for water usage on the July 6, 2020 bill was for less than 1 CCF. (Testimony of Boris Kulper)
14. DC Water asserted that there was no leak at the water meter because its contractor did not note the existence of a leak. (Testimony of Kimberly Arrington)
15. DC Water did not conduct an underground inspection at the property. (Testimony of Arlene Andrews)
16. DC Water did not conduct an interior inspection at the property due to the on-going pandemic. (Testimony of Arlene Andrews)
17. DC Water did test the water meter and the water meter was determined to have 99.98% accuracy. (Testimony of Arlene Andrews)

#### 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, 82 A.3d 41, D.C. 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. Meters shall be read quarterly, or at such other times as the Director shall determine. (21 DCMR 308.1 and 309.1)
6. 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)
7. 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)
8. 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).

#### DECISION

The customer in this matter was able to establish a prima facie case that more likely than not the bill that he disputed was incorrect. The customer's case was based upon his testimony that the property was unoccupied from April 27, 2020 to June 30, 2020, he was unaware of any plumbing problems at the property and that he did not find any water issues at the property after he inspected the property upon receipt of a HUNA alert on June 11, 2020. The customer, further, testified that the alleged high usage ended when the water meter was changed at the property and that he had been informed by a DC Water service representative that the water meter might have been faulty.

By establishing a prima facie case, the burden shifted to DC Water to establish that the charges are valid and should be paid by customer. The Court in Gatewood supra. made it clear that the utility must investigate and present evidence that the customer used the water as charged. Normally, the utility will investigate by conducting an interior inspection for leaks, an underground inspection for leaks and/or a meter test, as warranted. In this case, the utility, only, conducted a meter test which resulted in a determination that the meter had acceptable accuracy. The utility did not conduct an interior inspection of the property due to the covid-19 pandemic. The utility, also, did not conduct an underground inspection at the property. The customer

asserted in his testimony that he was told that the water meter might have been faulty and DC Water in addition to testing the water meter, asserted that there had been no leak at the water meter. The utility ruled out the existence of a meter leak because its contractor did not note the existence of such a leak when the contractor was at the property for the meter change and asserted that the water usage declined because something was repaired at the property or turned off at the property.

The issue of the existence of a leak at the water meter was raised by the utility during the hearing, not by the customer who believed that the water meter was faulty. The Hearing Officer is not convinced that the utility adequately addressed whether there was or was not a leak at the water meter. To argue that such a leak did not exist because a contractor did not note its existence is insufficient evidence to overcome the customer's testimony that the high usage stopped commiserate with the changing of the water meter. Moreover, the evidence of water usage occurring at the property supports the customer's assertion because the water usage declined almost to zero (less than 1 CCF) as reflected on the 7/6/2020 bill and thereafter, the usage has been zero. The utility asserted that something was either turned-off or repaired accounting for the declined in water usage and the customer asserted that the water meter was changed and that act caused the declined. The customer denied making any repairs at the property and DC Water lacks evidence of any findings of leaks causing the usage because it did not conduct either an interior inspection or an underground inspection at the property. As such, the weight of the evidence supports the customer's contention that he did not use the water as charged because the property was not occupied.

DC Water's rebuttal was further weakened because of the lack of automated meter reads from the property. In this case, the MTU was not working at the property since October 2019 and when a field read was taken in May 2020 reflecting high water usage occurring at the property, the utility failed to notify the customer that high water usage was occurring at the property. Normally, the automated system would have alerted the customer of high-water usage occurring at the property, however, in this case, since the automated system was not operating, no notice was sent automatically and the utility failed to send notice when it became aware of the usage. The utility failed to advise the customer when it obtained a second high usage field read in June 2020, as well. The customer testified that he did receive a high usage notification on June 11, 2020 prompting him to inspect the property and to telephone the utility and that a DC Water contractor was at the property on June 12, 2020. Without automated meter reads, it is impossible to pinpoint when water usage at the property declined, however, the evidence and testimony is in-line with the customer's assertion that the high usage stopped when the water meter was removed or at least when the DC Water contractor was at the property, since the contractor was at the property both on June 12, 2020 and June 16, 2020.

As such, the utility's failure to test for leaks, both inside the property and underground, as well as, the malfunctioning of the MTU to transmit meter reads tip the scale of evidence in favor of the customer that he did not consume the water as charges since the usage dramatically declined when the water meter was removed/changed at the property.

Accordingly, the determination that the charges are valid is REVERSED and DC Water is directed to adjust the customer's account based upon the property having been unoccupied

from 4/27/2020 to 6/3/2020 of the billing period in dispute.

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

Date: Oct. 15, 2020

Copy to:

Mr. Boris Kulper  
14220 Dav Road  
Rockville, MD 20850

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

IN RE: [REDACTED]

[REDACTED] Half Moon Place, NE  
Washington, DC 20018

Account No: [REDACTED]  
Case No: 20-521098

**Dates and Amounts in Dispute:**

1/22/2020 – 3/18/2020	\$1,499.87
3/19/2020 – 4/17/2020	\$ 246.86

Before Janet W. Blassingame, Hearing Officer  
September 15, 2020 at 12:00 Noon

The customer contested water and sewer bills for the periods of time noted above. The DC Water and Sewer Authority (DC Water) investigated and determined that the charges for the periods were valid based upon actual meter reads from the property and no basis existed to adjust the account. The customer requested an administrative hearing.

This matter was scheduled for a remote hearing on September 15, 2020. Present on-line for the hearing were [REDACTED] as well as, Arlene Andrews and Kimberly Arrington, on behalf of DC Water.

The property involved is a single-family row house purchased by [REDACTED] in March 2016. The house has three and one-half (3 ½) bathrooms, one kitchen, one outside faucet, a washing machine and a dishwasher. [REDACTED] lives alone and stated that his water and sewer bill generally is in the range of Sixty Dollars (\$60.00) to One Hundred Dollars (\$100.00) per billing cycle, however, the bill has sometimes been as high as Two Hundred Dollars (\$200.00).

[REDACTED] stated that he did receive from DC Water a high-water usage alert (HUNA), however, he failed to see the notice because it went to his spam on his computer.

[REDACTED] stated that his bill dated 12/19/2019 for the period 11/2/2019 to 12/12/2019 was for \$116.00 and reflected that he had used 5.9 CCF of water. He stated that March bill in dispute covered a period of 57 days and reflected that he used 104.30 CCF of water.

[REDACTED] acknowledged that DC Water started sending him HUNA alerts in December 2019.

[REDACTED] testified that he purchased the house new and, as such, all faucets and fixtures in the home are new. He stated that he is unaware of any leaks in the home. He stated that he was aware of leaks in the outside common areas of the development but nothing affecting his property. He testified that his September bill was in the amount of \$219.00.

[REDACTED] stated that when he contacted DC Water regarding the bill, the utility representative recommended that he hire a plumber. [REDACTED] stated that he did not hire a



plumber and that no repairs have been made at the property, yet, his August 2020 bill was \$85.00 and his May 2020 was for \$120.00.

The customer stated that his mother visited with him for two (2) weeks but otherwise, he has had no guests. He stated that he works from home.

Ms. Andrews stated that the customer's meter reads are actual and she explained how reads are automatically transmitted by a MTU device from the water meter to towers throughout the City used by the utility. Ms. Andrews asserted that the water meter dials only advance water is passing thru the water meter and if a water meter is broken, the meter does not self-repair.

Ms. Andrews testified that high water usage occurred at the customer's home starting at 8:00 a.m. on 1/24/20 and usage declined as of 2/7/2020.

Ms. Andrews stated that the customer contacted DC Water, by email, on 6/11/2020 and called the utility in April 2020.

Ms. Andrews stated that the utility did not conduct an interior inspection of the customer's home because of the covid-19 pandemic. She stated that DC Water did not conduct an underground inspection at the property because the water usage had declined by the time that the customer contacted the utility to challenge the charges. Ms. Andrews explained that if an underground exists at a property, the leak does not decline without repair, but, here, because usage declined, the utility knew that an underground leak was not the culprit.

Ms. Andrews testified that DC Water tested the water meter and the meter was determined to have 100.33% accuracy. She stated that DC Water follows the meter accuracy standards established by the American Water Works Association which accepts water meter accuracy to range between 98.5% and 101.5%.

Ms. Andrews stated that DC Water sent HUNA alerts to the customer on 1/19/2020, 11/1/2019, 12/4/2019, 1/20/2020 and 4/4/2020.

Ms. Andrews stated that it was suggested to the customer that he hire a plumber because water usage at the property is fluctuating.

Ms. Andrews concluded by stating that DC Water has determined that no adjustment of the customer's account is warranted.

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 dwelling owned and occupied by [REDACTED]:
2. The periods in dispute are 3/18/2020 to 3/18/2020 and 3/19/2020 to 4/17/2020.

(Testimony of the parties)

3. The customer was aware of any leaks or plumbing issues at his property despite DC Water sending him an email alert of high-water usage occurring at the property. (Testimony of [REDACTED])
4. The customer acknowledged a high-water usage alert from DC Water sent to him by email in December 2019. (Testimony of [REDACTED])
5. The customer failed to see the high-water usage alert from DC Water because the alert was in his computer spam. (Testimony of [REDACTED])
6. DC Water sent the customer high-water usage alerts (HUNA) on 11/1/2019, 12/4/2019, 1/20/2020, and 4/4/2020. (Testimony of Arlene Andrews)
7. Sustained high usage registered on the customer's water meter starting 8:00 a.m. on 1/24/2020 to 2/7/2020. (Testimony of Arlene Andrews)
8. Water usage at the property is/was fluctuating, notwithstanding the March 2020 in dispute, the customer was billed \$116.00 in December 2019, \$85.00 in August 2020, \$120.00 in May 2020 and \$219.00 in September 2020. (Testimonies of the parties)
9. DC Water tested the water meter and the meter was determined to have 100.33% accuracy. (Testimony of Arlene Andrews; DC Water Meter Test Results)
10. DC Water did not conduct an interior inspection of the customer's house due to covid-19. (Testimony of Arlene Andrews)
11. DC Water ruled out the existence of an underground leak because water usage at the property declined without the need for repair and an underground leak will not stop until the leak is repaired. (Testimony of Arlene Andrews)
12. DC Water suggested to the customer that he hire a plumber water usage at the property was fluctuating. (Testimony of Arlene Andrews)

#### 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. 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 was unable to establish that more likely than not the disputed bills were wrong or for some other reason he should not be liable for the charges.

The evidence and testimony established that DC Water sent numerous high-water usage alerts to the customer advising that meter reads from his property reflected that high usage was occurring. Unfortunately for the customer, he did not see the emails because he failed to check his computer spam. DC Water tested the water meter at the property and the meter was found to be accurately registering water usage at the property. The utility, further, was able to rule out the existence of an underground leak at the property because water usage declined and an underground leak requires repair because such a leak will stop. DC Water did not conduct an interior inspection of the property, but, had a legitimate reason for not doing so in that the covid-19 pandemic is/was occurring. DC Water suggested to the customer that he hire a plumber, however, the customer failed do so and he continues to experience fluctuating water consumption.


Whenever a customer challenges a bill, DC Water is obligated to investigate the charges to determine if the charges are valid. (See 21 DCMR 403) In this instance, the utility tested the water meter and ruled out the existence of an underground leak.

Had the customer seen the alerts sent to him by DC Water, he might have avoided the high charges because he could have inspected the property or contacted a plumber to inspect his property when the problem was occurring. The customer continues to experience fluctuating water consumption and has not hired a plumber as of the date of the hearing.

Based upon the foregoing, the Hearing Officer finds no fault by DC Water in the cause of high usage occurring at the property and no reason to excuse the customer from liability for all water used at his property. The customer's failure to see HUNA alerts sent to him provides no shield from liability for payment of charges. Accordingly, 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. 15, 2020

Copy to:

  
Half Moon Place, NE  
Washington, DC 20018

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

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

Account No: [REDACTED]  
Case No: 20-2435743

Amount in Dispute: \$1,316.01

Before Janet W. Blassingame, Hearing Officer  
September 16, 2020 at 10:00 a.m.

**CORRECTED**  
**ORDER OF DEFAULT**

The customer contested a water and sewer bill for the above account for the period of time January 8, 2020 to February 6, 2020. 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. The customer appealed DC Water's decision and requested an administrative hearing.

This matter was scheduled for a remote hearing on September 16, 2020. Present on-line for the hearing were Arlene Andrews, Kimberly Arrington, and Nakeysha Minor, all on behalf of 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 join on-line for the hearing or to call-in for the hearing. The letter of notification that was sent to the customer gave specific instructions to the customer as to procedure and access for the hearing, as well as, contact information in the case of any difficulty in assessing the remote hearing. The letter of notification, further, 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) Additionally, the Hearing Officer requested DC Water's representative to telephone the customer and Ms. Minor did so and indicated that the call to the telephone number on file with the utility went to voice mail and that a second telephone number was out-of-service. 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. 19, 2020

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

IN RE: [REDACTED]

[REDACTED] Chain Bridge Road, NW  
Washington, DC 20016

Account No: [REDACTED]  
Case No: 20-595299

Amount in Dispute: \$1,100.70

Before Janet W. Blassingame, Hearing Officer  
September 16, 2020 at 12:00 Noon

The customer contested a water and sewer bill for the period of time July 12, 2019 to September 12, 2019. The DC Water and Sewer Authority (DC Water) investigated and determined that the charges were valid and no basis existed to adjust the account. The customer requested an administrative hearing.

This matter was scheduled for a remote hearing on September 16, 2020. Present on-line for the hearing were [REDACTED], as well as, Arlene Andrews, Nakeysha Minor and Kimberly Arrington, on behalf of DC Water.

The property involved is a family residence with a basement in-law unit. The property has four (4) full bathrooms, two (2) half bathrooms, one full kitchen, one half kitchen, two (2) washing machines, two (2) dishwashers, a utility sink, a wet bar, two (2) outside faucets and an irrigation system. [REDACTED] stated that when the irrigation system is not in use, the water and sewer bill is approximately One Hundred Dollars (\$100.00) per billing cycle and when the irrigation system is in use the water and sewer bill ranges between Three Hundred Dollars (\$300.00) and Four Hundred Dollars (\$400.00) per billing cycle. The customer stated that the irrigation system is in use May until November of each year. He added that the irrigation system is equipped with a rain sensor.

[REDACTED] asserted that he takes issue with the accuracy of the meter reads with regard to his house meter. The customer explained that water usage at the property is monitored by a main house meter and a meter for the irrigation system. He stated that the irrigation system feeds into the Irrigation Meter.

[REDACTED] stated that in response to his receipt of the September 13, 2019, he telephoned DC Water and engaged in a series of communications with the utility regarding how water usage for the house and the irrigation system was being billed. He stated that as a result of his communication with the utility, he realized that the water usage being disputed was 5x higher than average daily usage. He stated that his household used, on average, 33.8 cubic feet of water per day. The customer asserted in his dispute letter that he reviewed the daily water meter readings for the House Meter for a five (5) month period (June – October 2019) and confirmed that his house uses on average 33.8 cubic feet (252.91 gallons) of water per day.

He stated that on August 1, 2019, 196 cubic feet of water was used, and, on August 2, 2019, 355 cubic feet of water was used. The customer asserted that water usage on August 1<sup>st</sup>

was 5x the average daily water usage of his house and that the alleged water usage for the house on August 2<sup>nd</sup> was 10x the average daily water usage. He, further, pointed out that the family was not in residence from August 7 – 17, 2019, in that, they were vacationing in Mexico. [REDACTED] testified that he reviewed water usage at the property for the vacation period and saw that there was usage in substantial volume for the house. [REDACTED] asserted that he believes that DC Water is overcharging for water used in the house.

In his dispute letter, the customer provides a chart outlining water usage for the period that the family was on vacation and it reflects that DC Water records show water usage by the house. The customer asserted that during their vacation period, there was no usage of water by the house.

[REDACTED] stated that he did a chart showing average usage for various high efficiency appliances/ household fixtures. In his dispute letter, the customer stated that he pulled his figures from publicly available sources. The customer asserted that the chart illustrates the magnitude of the alleged water usage by the house reflected in DC Water records.

[REDACTED] stated that DC Water conducted two (2) audits at the home. He stated that an interior audit resulted in no leaks being detected and that a test of the water meter revealed no problem with the water meter. [REDACTED] maintained that the usage charged to his account is above average usage, particularly, when no one was at home. He re-emphasized that he believes that DC Water has overcharged for water usage.

[REDACTED] stated that he looked at the Investigation Report and the report does not rebut his prima facie case that the billing is wrong. The customer added that usage in September 2019, on isolated days, exceeded average usage.

Ms. Andrews pointed to an email regarding internal water usage. It was stated that the customer's irrigation system was serviced in September/October 2019. [REDACTED] interjected that the system servicing was its regular service and not due to any problem. Ms. Arrington interjected that she can see that the customer's water usage returned to normal after the irrigation system was serviced.

Ms. Arrington pointed out that bill in dispute was for a period of 63 days.

Referring to a spreadsheet, Ms. Andrews testified that water usage at the home was:

<u>Bill Date</u>	<u>House</u>	<u>Irrigation system</u>
9/12/2019	71.24	56.43
10/2019	50.75	38.11
11/2019	10.65	8.87
12/2019	9.06	0
1/2020	11.73	0
2/2020	10.42	0

Ms. Andrews asserted that the customer's house usage has been pretty consistent but usage by the irrigation system has been high.

Ms. Andrews testified that on August 9, 2019 the main water meter started running. She stated that, even though the irrigation system was on a timer, water was being used at the property.

Ms. Andrews stated that DC Water conducted an interior inspection of the house on October 21, 2019 and no leaks were found. She stated that the utility conducted an underground inspection on September 7, 2019 and no leak was found. She stated that the utility tested the water meter and the meter was determined to have 101.38% accuracy which is within the standard of meter accuracy established by the American Water Works Association to be 98.5% to 101.5%. She added that based upon the utility's investigation, no overread by the meter was found and no meter malfunction was found.

Ms. Andrews asserted that based upon the tests done, the findings are inconclusive for excessive usage.

██████████ re-emphasized that he and his wife were on vacation. He stated that the irrigation system was running during the time that they were away from the home but the irrigation system does not account for all of the usage. Pointing to page 2 of the submission, he stated that on August 8<sup>th</sup>, 35 cubic feet of usage was the house and that on the 18<sup>th</sup>, the house usage was 46 cubic feet. ██████████ stated that he used DC Water data to develop the usage chart. ██████████ stated that DC Water cannot explain alleged water usage in the house during the customers' vacation. He added that if there is any discrepancy, it is in DC Water's published information. He asserted that his September 2019 bill covered 63 days but the charges have no basis or justification for water usage in the house.

Ms. Andrews stated that recorded August 1<sup>st</sup> and 2<sup>nd</sup> house meter reads are automated meter reads. She stated that water usage stopped at 9:00 a.m. and she believes that was when the irrigation system turned off at the property. She stated that just a little bit of water usage started again at 5:00 p.m. but there was water usage from 9:00 p.m. to 8:00 a.m. Ms. Andrews stated that the meter reads show on August 2<sup>nd</sup>, water usage starts between 11:00 a.m. and Noon and that there was just a little bit of usage between 2:00 p.m. and 3:00 p.m. and, then, water usage starts at 5:00 p.m. and continues to August 3<sup>rd</sup> at 1:00 p.m. Ms. Andrews emphasized that the meter reads are actual.

Ms. Arrington stated that she cannot say what is/was going on at the customers' property but, generally, if there is a problem, it is leak or misread by a technician, not a meter issue, but, here, the meter reads are automated and the water meter was tested and passed.

██████████ asserted that all of his data is based on the DC Water website and that DC Water has failed to respond to his submitted data. He stated that he used DC Water's own records. He stated that he is not disputing the irrigation system reads but he disputes the house usage reads. He asserted that DC Water reads record water usage occurring within his house when no one is in the house or recorded usage exceed average daily usage. The customer argues that DC Water has not refuted his position.

Ms. Andrews stated that DC Water's records show main meter usage. ██████████ asserted that the water usage is unreasoned and unexplainable when no one is home or its above average usage.



When asked what might use water in the home when the family was on vacation, [REDACTED] stated that they have an ice maker. She also stated that no one had access inside of their house while they were on vacation.

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 family residence owned by [REDACTED] (Testimony of [REDACTED])
2. The period in dispute is 7/12/2019 to 9/12/2019 covering 63 days. (Testimony of the parties)
3. From August 7, 2019 until August 17, 2019, the occupants of the property were away from the home on vacation. (Testimony of [REDACTED])
4. The customer was charged for water usage during the period that he and his wife were away from the home on vacation. (Testimony of [REDACTED])
5. There is an irrigation system at the property which is in-use annually between May and November. (Testimony of [REDACTED])
6. The irrigation system was in-use during the period that the owners were away on vacation. (Testimony of [REDACTED])
7. The irrigation system is on a timer and has a rain sensor. (Testimony of [REDACTED])
8. During year 2019, the irrigation system was serviced and turned off sometime in October or November. (Testimony of [REDACTED])
9. DC Water conducted an interior inspection of the home on October 21, 2019 and no leaks were detected. (Testimony of Arlene Andrews)
10. DC Water conducted an underground inspection at the property and no underground leak was detected. (Testimony of Arlene Andrews)
11. DC Water conducted a test of the water meter and the meter was determined to have 101.38% accuracy. (Testimony of Arlene Andrews)
12. The water meter started registering significant usage starting on August 8, 2019 and usage returned to normal as of the November 2019 bill. (Testimony of Arlene Andrews)
13. The customer observed fluctuation in recorded water usage on isolated days in September 2019 to be above what he considered average usage. (Testimony of [REDACTED])
14. The meter reads reflect significant water usage occurring on a pattern of night use which the utility believes is the irrigation system being turned on by its timer. (Testimony of Arlene Andrews)

#### 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 is 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, 82 A.3d 41, D.C. 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.")

#### DECISION

The customer argued that he has been overcharged for water usage at his property pertaining to water used in the house, excluding water used by the irrigation system. He has a two-prong argument- first, that he and his wife were on vacation between August 7, 2019 and August 17, 2019 and were charged for a significant amount water used in their residence despite the fact that they were not in residence; and, second, the overall charge for usage during the period in dispute is above average usage and nothing was amiss in or about the property to account for such usage.

In support of his position, the customer developed a chart reflecting usage at his property distinguishing usage for the house from usage by irrigation system during his vacation period. He further testified as to what he found, in publicly available sources, is considered average water used by certain high efficiency appliances/household fixtures which he compared to the amount of usage charged by DC Water to his account.

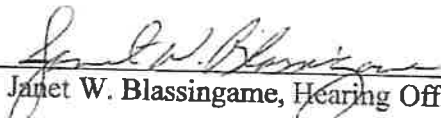
The customer asserted that based upon the evidence presented and his testimony, he established a prima facie case that he had not used the water as charged attributed to his house. The customer stated that he did not dispute usage by the irrigation system.

In addition to the tests performed by the utility- interior, underground and meter, resulting in no leaks found and/or meter malfunction or over read, the utility presented evidence supporting its theory that the irrigation system was the culprit causing excessive water usage at the property. Specifically, the utility presented evidence/testimony that when the irrigation system was turned-off for the season that water usage at the property returned to normal. DC Water did not test the sub-meter on the irrigation system. Such meters are used to distinguish water going thru the sewer and water going directly into the ground, thus, allowing customers to avoid sewer charges for water used by the irrigation system as opposed to water used in the house which does go into the sewer system. In that the sub-meter to the irrigation system was not tested, whether the meter is/was accurate in not established. Because DC Water did test the house meter and the meter was found to be performing within accepted range for meter accuracy, it is known that what amount of water was used at the property.

The customer argues that there might be a problem with DC Water's usage number as displayed in graph and chart. The Hearing Officer finds that the relevant numbers are the meter reads which the utility has established to be accurate and upon which the customer was charged. Because the meter reads are accurate and all tests found no leaks or plumbing problems, the customer's assertion that he established a prima facie case is not supported by the evidence.


21 DCMR 408 dictates that, except in the public interest, when the cause of excessive water usage is not found by checks and tests, DC Water does not adjust a customer's account for excessive water usage.

In this case, DC Water succeeded in tilting the weight of evidence that more likely than not the irrigation system caused the excessive water usage but it also established that the water as charged was used at the property. Accordingly, DC Water's determination that the charges are valid and no basis exists to adjust the customer's account is hereby AFFIRMED.

By:   
Janet W. Blessingame, Hearing Officer

Date: Oct. 15, 2020

Copy to:

  
Chain Bridge Road, NW  
Washington, DC 20016

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

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

Account No: [REDACTED]  
Case No: 20-459224

Amount in Dispute: \$ 1,450.52

Before Janet W. Blassingame, Hearing Officer  
September 22, 2020 at 10:00 a.m.

The customer contested a water and sewer bill for the period of time December 19, 2019 to February 20, 2020. The DC Water and Sewer Authority (DC Water) investigated and determined that the charges for the period were valid based upon actual meter reads and no basis existed to adjust the account. The customer requested an administrative hearing.

This matter was scheduled for a remote hearing on September 22, 2020. Present on-line for the hearing were [REDACTED], as well as, Arlene Andrews and Nakeysha Minor, on behalf of DC Water.

The property involved is single-family semi-detached residence purchased by [REDACTED] on September 21, 2018. [REDACTED] stated that at time of purchase, the property was not habitable. He stated that he started renovating the house in December 2019 and moved into house in January 2020. A total of three (3) people occupy the property. Renovation entailed sanding floors, removing carpet and painting; no plumbing or electrical work was done at the property. [REDACTED] stated that he does not recall using water in the house during its initial renovation before move-in. The property, at time of purchase and thru the period in dispute, had one and one-half (1 ½) bathrooms, one kitchen, one outside faucet, and a utility sink. [REDACTED] testified that he did not pay much attention to the water and sewer bills prior to moving into property and he cannot testify as to whether water usage was reflected on any bill during the period that the house was unoccupied. He stated that during the period that the house was unoccupied, the water and sewer bill was between \$30.00 - \$50.00 per billing cycle.

[REDACTED] testified that, upon receipt of his February 2020 invoice from DC Water, he had a friend, who is a plumber, inspect the property and his friend found no leaks or plumbing issues. The customer stated that he, also, telephoned DC Water to question the billing and the utility, on March 5, 2020, sent a service technician to the house to conduct an underground inspection. [REDACTED] testified that the service technician came inside his property and inspected the basement toilet, however, because of the on-going covid-19 crisis and his desire not to get too close to the service technician, he did not see what the technician did in inspecting the toilet. [REDACTED] stated that he did not know whether the service technician performed a dye test upon the basement toilet, however, the customer testified that he was notified that the service

technician found a leak at the basement toilet [REDACTED] complains that the service technician failed to conduct a thorough inspection of his house and did not conduct the scheduled underground inspection. [REDACTED] stated that he asked the utility to send another service technician to the property and the utility failed to do so.

Ms. Andrews interjected and clarified that the service technician was sent to the property to conduct an underground inspection but that the service technician went inside of the property, as well. [REDACTED] reiterated that he did not think that the service technician conducted a thorough inspection because it was too fast. The customer stated that he did not think that the basement toilet caused the amount of water usage for which he was charged.

[REDACTED], also, testified that his March billing from DC Water was high. Ms. Andrews stated that the meter reads reflected that the customer used 85 CCF of water in February 2020, 65 CCF of water in March 2020, and .69 CCF of water in April 2020.

[REDACTED] testified that, after being informed that the service technician found a leak at the basement toilet, he turned off water to the toilet at the valve. The customer stated that he, ultimately, removed the toilet and replaced the toilet as part of a subsequent renovation of his basement. Despite the service technician's findings, the customer maintained that he did not believe the toilet caused the high-water usage. [REDACTED] asserted his complaint that the service technician was just "in and out" and he stated that he wanted another assessment by a different service technician. [REDACTED] stated that he did not have his plumber friend reassess the toilet for leaks and he did not hire another plumber to assess his toilet. He stated that his friend told him further assessment was unnecessary because he had not found anything wrong in the house.

Ms. Andrews stated that DC Water considers the charges valid because the meter reads are actual, having been automatically transmitted on an hourly basis from the property. She asserted that a water meter only registers water going thru the meter.

Ms. Andrews testified that the service technician who was sent to the property turned off the valve to the basement toilet and that action stopped the water usage. She stated that the service technician did not conduct a dye test and he did not do an underground inspection because he determined that the problem was at the shut-off valve of the basement toilet. Ms. Andrews, further, stated that an underground leak does not stop until its repaired but, in this instance, the usage stopped when the shut-off valve to the toilet was turned off so there was no underground leak.

Ms. Andrews displayed meter reads from the property and pointed out the high-water usage at the property began on November 8, 2019 and continued thru March 4, 2020 and that the water usage stopped on March 5, 2020, as reflected on the meter read record.

Ms. Andrews stated that, pursuant to 21 DCMR 406.2, DC Water does not adjust a customer's account for high water usage when the usage is caused by a leaking faucet or household fixture, such as a toilet.

Ms. Andrews informed the customer that the District of Columbia through its Department of Environment and Energy has established an emergency fund to assist D.C. residents, up to the amount of Two Thousand Dollars (\$2,000.00), in meeting their utility expenses during the pandemic and she suggested that the customer avail himself of the resource.

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 which is owned and occupied by [REDACTED]. (Testimony of [REDACTED])
2. The period in dispute is December 19, 2019 to February 20, 2020. (Testimony of the parties)
3. Increased water consumption occurred at the property beginning November 8, 2019 and continuing up to March 5, 2020. (Testimony of Arlene Andrews; DC Water Meter Reads)
4. A DC Water service technician was at the property on March 5, 2020 for the purpose of conducting an underground inspection in investigation of the customer's complaint of a high-water bill. While at the property, the service technician diagnosed that the customer's basement toilet, at the valve, was leaking. The service technician conducted a test by turning off the water flow at the toilet valve and discerned that the meter stopped running when water was turned off at the valve of the toilet. (Testimony of the parties)
5. The customer was informed on March 5, 2020 that his basement toilet was defective; (Testimony of the parties; DC Water Service Order/Report)
6. Upon being told that the basement toilet had a leak, the customer turned off the toilet at the valve. (Testimony of [REDACTED])
7. The customer was charged for using 85 CCF of water in February 2020, 65 CCF of water in March 2020, and .69 CCF of water in April 2020.
8. After observing that the water meter stopped registering usage when the service technician turned off the water to the basement toilet, the service technician determined that an underground leak was not present. (Testimony of Arlene Andrews)
9. An underground leak, if present, must be repaired in order for the leak to stopped. (Testimony of Arlene Andrews)

#### 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.
3. 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)

DECISION

The customer failed to establish a prima facie case that more likely than not the bills in dispute were wrong.

The evidence and testimony established that there was a faulty toilet at the property and that, upon being informed that a DC Water service technician discovered the faulty toilet, the customer turned the water off at the toilet valve and water usage at the property declined. The customer disputed that a toilet could cause the amount of usage charged to his account, however, the preponderance of the evidence presented, supports the conclusion that the toilet was in fact the culprit.

Pursuant to 21 DCMR 406, DC Water is precluded from adjusting a customer's account for high water consumption when the cause of the excessive consumption is a household fixture such as a toilet.


With respect to the customer's contention that the service technician did not conduct a thorough inspection and was too fast in his assessment of the toilet and its defect, DC Water has a duty to investigate whenever a customer challenges a bill, however, the utility does not have to do unnecessary steps in its investigation when the cause of the usage is found. In this case, the service technician found the cause of the usage and, as such, no further action was necessary because the water meter stopped registering water when the toilet valve was turned off. The customer's April 2020 water usage significantly declined following the turn-off of water to the defective toilet.

Accordingly, the Hearing Officer finds that the determination by DC Water that the charges were valid and no basis exists to adjust the customer's account is correct and, as such, the same is hereby AFFIRMED.

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

Date: Oct. 15, 2020

Copy to:

  
H Street, NE  
Washington, DC 20019

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

IN RE: [REDACTED]  
[REDACTED] Buena Vista Terrace SE  
Washington, DC 20020

Account No: [REDACTED]  
Case No: 20-459187

Amount in Dispute: \$3,501.70

Before Janet W. Blassingame, Hearing Officer  
September 23, 2020 at 10:00 A.M.

The customer contested a water and sewer bill for the period of time January 28, 2020 to March 25, 2020. The DC Water and Sewer Authority (DC Water) investigated and determined that the charges were valid and no basis existed to adjust the account. The customer requested an administrative hearing.

This matter was scheduled for a remote hearing on September 23, 2020. The customer was afforded a grace period and when he failed to come on-line at the end of the grace period, the Hearing Officer asked that the customer be telephoned so as to ensure that he was not having difficulty accessing the hearing on-line. The customer answered his telephone and indicated that he thought the hearing was scheduled for September 24, 2020. Upon realizing his error, the customer established contact on-line and the hearing proceeded.

Present on-line for the hearing were [REDACTED] and [REDACTED], as well as, Arlene Andrews and Kimberly Arrington, on behalf of DC Water. [REDACTED] identified himself as a plumber who inspected the property and provided to the customer a handwritten invoice for an inspection for leaks. [REDACTED] stated that he was licensed in the State of Virginia but not in the District of Columbia. After admitting that he was not a licensed plumber in the District of Columbia, [REDACTED] exited the hearing by going off-line and he did not further participate in this matter.

The property involved is a four (4) unit apartment building owned by [REDACTED] since year 2016. Each apartment has one bathroom, one kitchen and a washing machine. [REDACTED] stated that the building was fully occupied during the period in dispute and the water and sewer bill, generally, ranged between Four Hundred Dollars (\$400.00) and Five Hundred Dollars (\$500.00) per billing cycle.

The customer stated that he believed that the bill was high because he owns another similar building and that building's water and sewer bills range between Two Hundred Dollars (\$200.00) and Three Hundred Dollars (\$300.00) per billing cycle.

[REDACTED] testified that beginning in year 2020, the bill for the building doubled. He stated that he hired Michael & Sons Plumbing to inspect the property and that he did all of the changes told to him by the plumber.



The customer asserted that he could not find anything within the building that he thought could account for a doubling of the water and sewer charges. He indicated that he conducted three (3) or four (4) inspections of the building and found nothing amiss. The customer stated that after he could not find anything wrong in the building, he decided that the problem must be the water meter. [REDACTED] testified that he saw fluctuation in water usage registering on the water meter. He, also, stated that [REDACTED] suggested to him that the problem may be between the building and the water meter.

[REDACTED] testified that he shut down the building water at the main valve and the water meter stopped moving. He stated that as a result of his test, he knew that there was no leak between meter and building. He testified that he did not see any sign of water but the building bill charge is still high around One Thousand Dollars (\$1,000.00).

The customer testified that he saw DC Water at the water meter to the property this month. Ms. Andrews interjected that the utility changed the customer's water meter on September 18, 2020.

[REDACTED] stated that he changed a faucet and one toilet flush per Michael & Sons' inspection but that those acts did not reduce water usage at the building.

The customer stated that he noticed that the bill for the building was getting higher prior to January 2020 but he thought it was actual usage by the tenants. In retrospect, since he cannot find anything wrong in the building, he does not think that the tenants are using the amount of water charged to the account.

Ms. Andrews testified that the water meters are actual and automated being transmitted every hour. She stated that the water meter only advances when water is being used. She stated that there are no misreads on automated water meters.

Ms. Andrews stated that DC Water tested the water meter and the meter was determined to have 100.10% accuracy. She pointed out that the utility follows standard established by the American Water Works Association as acceptable accuracy range is 98.5% to 101.5% for water meters. She asserted that the meter test established that there was no meter overread or doubtful registration.

Ms. Andrews pointed out that the Michael & Sons inspection report found that the building's apartments downstairs and upstairs on the left side of the building had plumbing issues. She pointed out that the plumber found a running toilet in the downstairs apartment and a running faucet in the upstairs apartment. Ms. Andrews challenged that the customer had the defects repaired in the apartments [REDACTED] stated that there is an on-site maintenance person who did the repair. The customer showed a picture of the fixtures and Ms. Arrington stated that one cannot tell by a picture if, in fact, repairs had been performed; she asserted that the customer needs a plumber report certifying that the repairs were made. Ms. Arrington, further, pointed out that the handwritten note by [REDACTED] is not on letterhead and he is not a licensed plumber in the District of Columbia. The note was dated 6/23/2020.

Ms. Andrews stated that DC Water did not perform an underground inspection at the property. She stated that water usage at the property declined in June 2020. She testified that the usage as of 1/27/2020 was 137.83 CCF, 167.72 as of 2/26/2020 and 86 as of 3/25/2020.

Ms. Andrews pointed out that 21 DCMR 406 dictates that DC Water does not adjust for fixture leaks. She stated that the excessive water was not caused by an underground leak because usage declined without necessity of repair and an underground leak will not decline until its repaired. She pointed out that the customer acknowledged and confirmed that he knew that an underground leak had not caused the water usage.

██████████ stated confirmed that there was no underground leak but he stated that he, also, had not seen any water stains or mold in the building. He stated that he wanted a new water meter. Ms. Andrews stated that the water meter was removed on 2/25/2020 and during the time that the property was without a water meter, the customer was placed on a straight line connection and that water usage for the building was estimated by the utility based upon daily average usage at the property from the previous year. ██████████ stated that he wants the utility to test the water meter in the property environment and that he believes that the water meter may work differently in different environments. Ms. Andrews stated that a water meter does not self-repair. Ms. Arrington added that the meter test confirmed that there was nothing wrong with the water meter. ██████████ retorted that he thinks that age of the water meter is a problem.

Ms. Arrington pointed out DC Water does not inspect commercial/multi-family units and that the onus is upon the property owner to hire a plumber to conduct an interior inspection of the units.

██████████ stated that ██████████ only inspected the building and he did no work at the property. ██████████ asserted that he sent Michael & Sons an email that the work had been performed on the same day as their inspection of the property.

Ms. Arrington stated that the customer contacted DC Water on March 5, 2020 regarding the January 28, 2020 bill of \$1,896.92. She stated that the customer's March 27, 2020 bill was in the amount of \$3,501.70 resulting in a total amount due of \$5,588.20.

██████████ stated that his May 2020 charge was \$1,000.00+ and the charge in August 2020 was \$1,090.30. He asserted that water usage at the property has declined but it is still higher than normal. He asserted that the water and sewer charges for the building are like his having a second building.

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) unit apartment building owned by ██████████ (Testimony of ██████████)
2. The period in dispute is 1/28/2020 to 3/25/2020. (Testimony of the parties)

3. Water usage at the property began to escalate before January 2020, however, the property owner assumed that his tenants were consuming the amount of water as charged and he did not take any action in response to the increased water usage. (Testimony of [REDACTED])
4. When the customer received the bill in dispute, he hired Michael & Son Plumbing to inspect the property. As a result of the inspection, a running toilet was found in one apartment and a running faucet was found in another apartment. (Testimony of the parties)
5. The property owner asserted that he had the defective fixtures as found by the plumber repaired, however, the owner lacks proof of repair and he stated that any repair made had no affect upon water usage in the building. (Testimony of [REDACTED])
6. DC Water tested the water meter and the meter was determined to have 100.10% accuracy. (Testimony of Arlene Andrews; DC Water Meter Test Results)
7. DC Water ruled out the existence of an underground leak as a possible cause of high-water usage at the property because the usage declined without necessity of repair and underground leaks must be repaired in order for usage to decline. (Testimony of Arlene Andrews)
8. Water usage at the building has declined, however, the customer contends that the plumbing repairs performed at the building are not basis for the usage decline. (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. 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.”)

4. . 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)

### DECISION

The customer in this matter asserted that his charges for water usage were too high and put forth several theories as to why he believed that the utility had overcharged his account. First, he contended that a similar building's usage was much lower than that of the building at issue. Second, that the water meter must be defective. Third, that there was a leak between the meter and the building. None of the evidence or testimony, however, supported the customer's theories.

First, one cannot compare one building's usage to another. The customer simply asserted that the buildings were similar without any detail as to number of tenants or fixtures or historical usage to afford any comparison of the properties.

Second, the customer's meter was tested and determined to be operating within accepted accuracy standards.

Third, the customer admitted in his testimony that he knew that there was not an underground leak at the property based upon his test at the water valve and observation that the meter stopped moving when the main water valve to the property was turned off. DC Water, also, put forth an explanation as to why it knew that there was no underground leak at the property. The DC Water representative pointed out that usage at the property declined without any repair of an underground leak and because an underground leak will not decline without repair, the existence of an underground leak could be ruled out as a cause of increased water usage at the property.

Moreover, the evidence and testimony established that an interior inspection of the building by an independent plumbing service hired by the property owner found defective fixtures in two (2) apartment units of the building. The customer provided no proof of repair or dates of repair but thru his testimony attempted to non-play the plumbing issues found within the building. The Hearing Officer lacks the ability to determine whether or not the owner did repair the defects found by the plumber because there is insufficient evidence to make such a determination. DC Water, however, presented evidence that its meter was operating properly and that there was not an underground leak.

Whenever a customer disputes a bill, the utility is obligated to investigate the validity of the charge. (See, 21 DCMR 408) In this case, the tests performed by the utility exclude its equipment from culpability for the increased usage and when test and checks are inconclusive as to the causation, the utility does not adjust a customer's bill for excessive water consumption. In addition to the utility's findings, however, the customer's hired plumber did find plumbing defects within in the building which would account for increased water consumption.

Notwithstanding the customer's assertion that repair of the defects did not lower water consumption, as noted the evidence and testimony is insufficient for a determination of the truth of the customer's assertion. The weight of presented evidence supports a determination that more likely than not the plumbing defects did cause increased water usage at the property. Whether there are additional factors causing increased usage at the property cannot be determined. Ultimately, it is the property owner's responsibility for what occurs at his property when nothing is found to shift liability to another.


In instances where increased water consumption is caused by a defective fixture such as a toilet or faucet, the regulations bar the utility from adjusting a customer's account. (See, 21 DCMR 406)

Based upon the foregoing, having determined that there is a great probability that increased usage was caused by the plumbing defects identified by the customer's plumber, or, that in addition to the known plumbing problems, there is something else within the property causing increased water usage within the building, the Hearing Officer hereby AFFIRMS DC Water's determination that the charges are valid and no basis exists to adjust the customer's account.

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

Date: Oct. 15, 2020

Copy to:

  
Buena Vista Terrace, SE  
Washington, DC 20020