

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

IN RE: [REDACTED]
[REDACTED] 18th Street, NE
Washington, DC 20008

Account No: [REDACTED]
Case No: 19-638160

Amount in Dispute - \$ 1,047.63

Before Janet W. Blassingame, Hearing Officer
August 6, 2019 at 10:00 a.m.

The customer contested a water and sewer bill for the above account for the period of time August 17, 2019 to September 19, 2018. The DC Water and Sewer Authority (DC Water) investigated the charges and determined that the bill was accurate and no basis existed to adjust the customer's account. The customer appealed DC Water's decision and requested an administrative hearing.

This matter was scheduled for hearing on August 6, 2019. Present for hearing were [REDACTED] and Kimberly Arrington, Supervisor, Customer Support, on behalf of DC Water.

The property involved is a single-family residence owned and occupied by [REDACTED]. The house has two and one-half (2 ½) bathrooms, one kitchen, two (2) outside faucets, a washing machine and a dishwasher. Ms. [REDACTED] stated that she is on the budget plan paying Sixty-five Dollars (\$65.00) per month and that her water and sewer charges are generally true to the budget.

Ms. [REDACTED] testified that she was preoccupied with the care of her uncle and brother, both, of whom were critically ill at the time that this issue with her water and sewer charges arose. Ms. [REDACTED] stated that she was very busy between work and her family members but one day her neighbor called her at work and informed her that water, from her house, was running into and flooding his basement. Ms. [REDACTED] testified that she contacted DC Water and requested that the utility investigate the neighbor's complaint. Ms. [REDACTED] stated that DC Water came out to her house, performed some water tests but found no leaks. Ms. [REDACTED] stated that when she received the bill for water usage, she was informed by a DC Water representative that she was not liable. The customer expressed that she was confused regarding the basis of the bill and believed that she was being charged for the utility's investigation of water going into the neighbor's property. Ms. [REDACTED] stated that the utility's representative with whom she spoke, was unclear explaining that customers are not charged for investigations conducted by DC Water.

Ms. [REDACTED] complained that she was subjected to poor customer service. She stated that DC Water cut-off service to her house during the period that she was complaining regarding charges on her water and sewer bill. She stated that the utility's representative failed to explain to her that the disputed charges are suspended for payment but that a customer must pay current charges to the account during the pendency of the dispute. Ms. [REDACTED] stated that she was told not to pay anything until DC Water completed its investigation and, then, the utility cut-out off

service to her house. Ms. Arrington interjected that service was cut-off on December 18, 2018 and restored on December 19, 2018. Ms. [REDACTED] asserted that it was her experience that DC Water contacts customer's when something unusual is occurring in their home; she complained that the utility did not contact her regarding water usage at the property before it sent her the bill. Ms. [REDACTED] proclaimed that she does not know where any water was leaking in or from her house. She stated that the neighbor never sought insurance information from her and she never received notice of any claim by the neighbor.

Ms. [REDACTED] presented a prepared statement (letter) by her for the hearing and the Hearing Officer asked her to read her statement into the record. The letter, dated August 6, 2019, was admitted into record and is incorporated by reference into this decision.

Ms. [REDACTED] testified that she had the good fortune to meet Eileen Wright of the DC Water Office of Customer Support at a forum for furloughed government workers. Ms. [REDACTED] praised Ms. Wright for taking time with her and explaining the charges on her account. Ms. [REDACTED] testified that Ms. Wright explained to her that the disputed charges did not stem from the investigation of the neighbor's complaint of water running into his basement from Ms. [REDACTED] property, but, instead, the high usage was a separate and subsequent incident. Ms. [REDACTED] asserted that until Ms. Wright explained to her the nature of the charges, she thought that the utility was billing her for work done at her property to find the cause of water going into the neighbor's basement. Ms. [REDACTED] stated that Ms. Wright told her that the charge was the result of high-water usage occurring at her property in September 2018, not back in June/July 2018 when the neighbor registered his complaint of water flowing into his house.

Ms. [REDACTED] stated that she was unaware of any leaks in or about her house in September 2018. She reiterated that she received no alert from DC Water of high-water usage occurring at her house in September 2018. She stated that she was not home very much during the alleged high-water usage because she was at the nursing home with her brother. Ms. [REDACTED] stated that, after her brother passed, she went on a long weekend vacation.

Ms. [REDACTED] stated that she called DC Water regarding her bill dispute, generally on her lunch break at work, almost every week, but never was it explained to her that the high bill was due to a spike in water used at her home. Ms. Arrington explained that if the customer was calling into the DC Water's call center, she did not have a record of the calls; Ms. Arrington stated that only calls made to Customer Service were available to her and available for the hearing.

Ms. Arrington testified that DC Water considers the charges to be accurate because they are based upon meter reads transmitted from the property by the automated meter's MTU. Ms. Arrington informed the customer that she was registered for HUNA but that no alert would be sent to her unless and until water usage was 6x normal usage at the property. Ms. Arrington acknowledged and confirmed that Ms. [REDACTED] did not receive any alerts from DC Water that high water usage was occurring at her property in September 2018. Ms. Arrington stated that Ms. [REDACTED] had registered water usage of 74.30 CCF and that an alert should have gone out to her. Ms. Arrington had no explanation as to why the customer was not alerted that high water usage was occurring at the property. Ms. Arrington requested permission from the customer to change

her alert notification setting to 2x normal as the trigger for a HUNA alert; the customer granted permission and Ms. Arrington changed the setting for the customer's account.

Ms. Arrington testified that there was a spike in water usage at the property between August 19, 2018 and September 8, 2018. She testified that water ran continuously during the spike period.

With respect to Ms. [REDACTED]'s neighbor's complaint of water flowing into his basement for the Wood property, Ms. Arrington testified that DC Water did come out to the [REDACTED] property and a leak was found on a fitting. She stated that the service technicians, also, found the water meter to be below grade and, as such, they brought the meter up to grade and the leak was repaired. Ms. Arrington produced a service order dated July 7, 2018 which described the findings and work. Ms. Arrington testified that the work was completed on July 9, 2018. She, further, stated that DC Water replaced the customer's water meter on July 10, 2018.

Ms. [REDACTED] reasserted her complaint of not receiving an alert of high-water usage occurring at her home. She proclaimed "they will call when I don't pay bills but didn't call when there was a problem".

Ms. Arrington stated that the bill in dispute is dated September 19, 2018 and pertains to the high-water usage which occurred between August 19, 2018 and September 8, 2018. She reaffirmed that the disputed charge did not relate to the work done by DC Water in July 2018.

Ms. [REDACTED] stated that she was in phone contact with DC Water off and on starting with the problem with her neighbor and she has continued to call DC Water regarding her account and not until she met Eileen Wright, did anyone from the utility explain to her that she was being charged for high water usage. Ms. [REDACTED] stated that she made no payments after the utility charged her \$895.49 on the September 24, 2018 bill statement because the service representative told her not to pay anything, so she didn't. Ms. [REDACTED] stated that she now understands that she should have paid current charges but she reiterated that she did not learn of her obligation to pay current charges pending resolution of her dispute, until she met and was helped by Eileen Wright.

Ms. Arrington testified that DC Water tested the water meter from the property and the meter was determined to have 101.06% accuracy which is within the perimeters of accepted meter accuracy as established by the American Water Works Association.

Ms. Arrington asserted that she believes that two (2) issues were involved in the customer's complaint to DC Water. Ms. Arrington stated that she sees no evidence of Ms. [REDACTED] having been charged for construction work by DC Water to repair the leak in July 2018.

Ms. [REDACTED] asserted that she thought the September bill was due to the construction and that DC Water would adjust the charges.

Ms. Arrington stated that when water is being used it registers on the water meter and that there was consistent registering usage starting on the water meter and then, something happened to stop the water usage.

Ms. [REDACTED] responded that if DC Water had sent notice to her of the high-water usage, she could have taken action to stop the usage. She reiterated that she was upset that she did not receive notice of high usage occurring at her 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 residence owned and occupied by [REDACTED] (Testimony of [REDACTED])
2. The bill in dispute is dated September 19, 2018 and pertains to the period August 17, 2018 and September 19, 2018. (Testimony of the parties)
3. There was a spike in water consumption at the property between August 19, 2018 and September 8, 2018 resulting in 74.30 CCF of water being consumed during the billing cycle. (Testimony of Kimberly Arrington)
4. The customer's historical water usage had never exceeded 10.2 CCF in a billing period. (DC Water usage log; testimony of Kimberly Arrington)
5. Upon receipt of the September bill statement from DC Water, the customer believed that she was being charged for repair work performed by DC Water at her property in July 2018 to repair a water leak. (Testimony of [REDACTED]; DC Water service order dated 7/7/2018)
6. Despite repeated conversations with DC Water personnel relating to the repair work and, later, the bill received, the customer was not informed, until she met Eileen Wright, a DC Water customer service representative, at a forum for furloughed government employees, that a spike had occurred at her property and that she was being billed for excessive water usage as opposed to repair work performed. (Testimony of [REDACTED])
7. Despite having the customer's correct telephone number and email address, DC Water did not send to the customer an alert notification that high-water usage was occurring at her property. (Testimony of Kimberly Arrington)
8. Based upon the notification setting on the customer's account for HUNA alerts, the customer qualified for receiving an alert when the spike was occurring at her property. (Testimony of Kimberly Arrington)
9. DC Water removed and tested the water meter at the property and the meter was determined to have 101.06% accuracy. (Testimony of Kimberly Arrington; DC Water meter test results)
10. The customer's water usage returned to within normal range and has remained normal since the excessive water usage stopped in September 2018. (Testimony of the parties; DC Water customer usage report)
11. The customer was not aware of any leaks in or about her property and she did not make any repairs which could have affected water usage during the period in dispute. (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 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)
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 failed to establish that more likely than not the bills in dispute are wrong or for some other reason, she should not be responsible for payment of the water and sewer charges. As a general rule, a property owner is responsible for what occurs on her property and, in this case, it appears that water was being used or wasted at the property. Nothing in the record supports a conclusion that the water usage did not occur or for some reason, the property owner is not responsible for payment to the utility for its water and sewer services.

The evidence and testimony did establish that the customer was victim to poor and inattentive customer service by employees of the utility. The customer established that she was in ongoing contact with DC Water regarding, not only the complaint of her neighbor that water was flowing into his house from her property, but, also, that she had received a high bill from the

utility. The customer testified that she did not receive assistance and explanation for her situation until she encountered Eileen Wright, a DC Water customer support representative, at a forum for furloughed government employees. The customer testified that Ms. Wright was the first person to explain the billing to her and inform her that high water usage had occurred at her property and she was being charged for excessive water usage and not for repairs performed at the property. The customer, also, established that her water service was shut-off by the utility even though she was in contact with the utility in dispute of the charges.

Unfortunately, poor customer service is not compensatory and all that can be done is to give apology which Ms. Arrington did do during the hearing.

The customer testified as to the stress that she was under due to the illness of family members. She, also, testified that she was on a budget payment plan for her water and sewer bill prior to receipt of the disputed bill. The customer implied that her mind was preoccupied on things other than her water and sewer bill and that she was treated rudely, did not understand and was not given explanation when she called DC Water, on more than one occasion, as to what was going on at her property regarding water usage and the charges billed by the utility.

When a customer disputes a bill from DC Water, the utility is obligated to investigate the charges. (21 DCMR 403) In this case, the utility tested the water meter and the meter was determined to be functioning adequately within accepted perimeters of accuracy. The customer testified that she did not have leaks at her property and no audit of the property was conducted by the utility. The utility had meter reads from the property which clearly showed when the excessive water usage began and when the excessive water usage stopped. As such, the testimony and evidence established that the excessive water usage did occur but no one knows what caused the usage. Pursuant to 21 DCMR 408, when the cause of excessive water usage remains unclear after checks and tests, the utility cannot adjust a customer's account for such excessive water used.

The customer asserted that if she had been alerted that high water was occurring at her property, the usage could have been stopped. No argument can be made that the customer is wrong as to the result of her not receiving a HUNA alert, however, HUNA is not an obligation on the part of DC Water, but a courtesy to customers. Such disclaimer is on the utility's website... and is plain and clear to see by all of its customers and by the general public.

As noted above, nothing was presented during the hearing that shows that the charges are not accurate or for some other reason, the customer should not be responsible for payment of the charges. Accordingly, the determination of the utility that the charges are valid and no basis exists to adjust the customer's account is **AFFIRMED**.

Janet W. Blassingame
Janet W. Blassingame, Hearing Officer

Date: Sept. 5, 2019

Copy to:

Ms. [REDACTED]
[REDACTED] 18th Street, NE
Washington, DC 20008

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

IN RE: Laura Gross
1113 Wythe Street
Alexandria, VA 22314

Case No: 19-467234

Service Address:
1118 10th Street, NW

Account No: XXXXXXXXXX

Before Janet W. Blassingame, Hearing Officer
August 7, 2019 at 1:00 p.m.

The customer contested water and sewer bills for the above account for the period of time:

August 7, 2018 to September 7, 2018- bill dated September 10, 2018=	\$376.10
September 8, 2018 to October 4, 2018- bill dated October 19, 2018=	\$447.37
October 5, 2018 to November 5, 2018- bill dated November 6, 2018 =	\$642.45
November 6, 2018 to December 6, 2018- bill dated December 11, 2018=	\$779.29
December 7, 2018 to January 7, 2019- bill dated January 7, 2019=	\$387.77

The DC Water and Sewer Authority (DC Water), initially, took the position that the customer only disputed charges for the bill dated November 6, 2018. DC Water investigated the charges and determined that no adjustment was warranted, that the charges were valid and that the account has been billed on actual meter reads. The utility acknowledged, at a later time, that the customer was disputing additional bills and it declared that the disputes of bills dated October 19, 2018, December 11, 2018, and January 7, 2019 were untimely, in that, the customer failed to dispute the charges within ten (10) days of receipt of each bill. DC Water did not address the customer's dispute of charges reflected on the bill dated September 10, 2018 and it did not issue an Investigative Letter to the customer regarding said charges. The customer appealed DC Water's decision and requested an administrative hearing, as well as, sought assistance from the DC Water Constituent Service Office.

This matter was scheduled for hearing on August 7, 2019. Present for hearing were Laura Gross, who was accompanied by: Grace Soderberg, Assistant People's Counsel; Chandler Crumlin, Consumer Services Manager- Water; and, Rusheeda Boyd, Community Outreach Specialist-Water, all from the Office of People's Counsel, D.C. Government. Kimberly Arrington, Supervisor, Customer Support, was present on behalf of DC Water.

The property involved is a four (4) unit apartment building owned by Laura Gross since July 2012. Three (3) units have one bathroom and one kitchen, each. The fourth unit has one and one-half (1 ½) bathrooms and one kitchen. All units have washing machines and dishwashers. The building has two (2) outside faucets and is monitored by one water meter. Historically, the water and sewer bill for the building has ranged between One Hundred Dollars (\$100.00) and

water and sewer bill for the building has ranged between One Hundred Dollars (\$100.00) and One Hundred Twenty Dollars (\$120.00) per billing cycle.

Ms. Gross testified that, in early September 2018, she received a high usage notification from DC Water regarding her building. She stated that she called DC Water regarding the alert and she emailed her building's tenants requesting that they look within their units for any leaks or indications of water problems. She, also, testified that she did a walk-thru of the units and found no water problems and none of her tenants reported any water issues within their units. Ms. Gross stated that she concluded that the alert was "a fluke" but, then, she received a second high usage alert from DC Water regarding the building. Ms. Gross stated that she contacted her plumber to inspect the units, as well as, sent out another email to her tenants to report any water issues within their units. The customer testified that, again, no water problems were identified by her, her plumber or her tenants. Ms. Gross stated that when she contacted DC Water regarding the alert, she was told that the water meter said high water usage was occurring at the property. Ms. Gross stated that she, again, contacted her tenants but, this time she had her plumber change all of the toilet flappers in the building. Ms. Gross testified that no leaks were found within the building and no one observed standing water. She stated that it was then into October 2018 and despite her efforts, she could find no source of high-water usage occurring at the apartment building. She stated that she, personally, had been to the building at least four (4) times, had her plumber inspect the property three (3) times and she had called DC Water regarding the alerts and her inability to identify a problem at least seventeen (17) times (calls).

Ms. Gross testified that DC Water sent a service technician to the property on December 12, 2018.

Ms. Gross asserted that she did everything that DC Water told her to do and her plumber verified his inspections of the building and efforts taken.

Ms. Gross stated that when she met with the DC Water service technician, the technician looked at the water meter and said that it looked alright. Ms. Gross stated that the service technician did not give to her a copy of the service order or his findings.

Ms. Gross stated that when she contacted DC Water, she was told that her matter would be expedited and sent to someone who would telephone the customer. Ms. Gross complained that no one called her from DC Water and that she always had to call the utility. She stated that, during this period of calling and inquiring regarding the high usage alerts and her inability to find a plumbing problem, she continued to pay the water and sewer bills sent to her. She stated that despite her repeated calls to utility, no one from DC Water told her that a bill is suspended when a customer is disputing the charges. Ms. Gross cited five (5) bills that she disputed and continues to dispute the charges, namely: September 10, 2018 (32.70 CCF); October 19, 2018

2019 (30.15 CCF). Ms. Gross testified that her bills for water and sewer returned to within normal range after January 2019. She stated that she knows of nothing that caused high water usage and that she changed all of the toilet flappers in an effort to find the problem, not because any toilet was found to be leaking. Ms. Gross testified that neither she nor her plumber did any repairs to the apartment building in December 2018 but reported water usage declined.

Ms. Gross testified that she contacted DC Water in May 2019 because the utility never sent her a response regarding her dispute of charges to her account. Ms. Gross stated that the service representative responding to her telephone call informed her that she had not followed proper protocol to dispute bill charges. She stated that the service representative told her that a letter had been sent to her in February 2019 and that a hearing form would be sent to her. Ms. Gross testified that she did not receive any letter from DC Water in February 2019 or thereafter until much later. She explained that she was out-of-town in February 2019 tending to her father's health concerns and during her absence, she had her mail held by the U.S. Postal Service. Ms. Gross stated that she returned home in March 2019 and retrieved her held mail from the Postal Service and there was no correspondence from DC Water in the mail released to her.

Ms. Gross testified that her plumber sent a report of services to both DC Water Office of Customer Services and to DC Water Office of Constituent Services. Ms. Gross explained that she contacted the Office of People's Counsel seeking help for her problem with DC Water regarding the bill charges. Ms. Arrington interjected that if a customer calls DC Water's call center, the customer is told to submit documents to consumer.service@DCWater.com, however, if a customer goes through the Office of DC Constituent Services, such correspondence goes to Lisa Barton who works directly for the DC Water General Manager. Both Mr. Crumlin and Ms. Boyd chimed in that they were told not to submit anything to DC Water's Customer Service Office when the Office of People's Counsel has gotten involved with a customer's dispute with the utility, but instead to deal with the Office of DC Constituent Services, only. Ms. Gross stated that she reached out to the Office of People's Counsel in June 2019 for help but she, also, had her plumber send the plumber's statement to the customer service office of DC Water, by email, on July 23, 2019.

Ms. Gross asserted that her experience with DC Water has been that DC Water is not customer friendly, even though its employees have been polite. As an example, she stated that the service representative told her that protocol was that she had to submit a hearing form for each month that she disputed water charges. She stated that the Office of People's Counsel became involved in her matter with DC Water on June 27, 2019.

Ms. Gross stated that she received a Notice of Deficiency from DC Water in July 2019 informing her that she must replace a defective valve for her water meter. She stated that DC Water removed the water meter from her property on July 16, 2019. She complained that the

Water removed the water meter from her property on July 16, 2019. She complained that the utility gave no notice to her that it was removing the water meter from her property. She testified that on July 1, 2019, she had met with a DC Water service technician at the property who told her that her building would be without water for 3 – 4 hours or up to 3 – 4 days. Ms. Gross testified that she felt that DC Water was harassing her because she filed a petition requesting a hearing. She stated that the technician's statement upset her and that she was afraid that she would have to pay for hotel lodging for her tenants because she could not have her tenants without water for several days. Ms. Gross complained that, first, she was told that she had not followed protocol to dispute the charges, and, then, the utility was taking her water meter. Ms. Gross asserted that DC Water only sent her a hearing notice and did not communicate. Ms. Soderberg stated that Ms. Gross wants an adjustment to her account based upon D.C. Municipal Regulation 21 DCMR 408 which permits an adjustment in the public interest. Ms. Soderberg stated that the adjustment request had been conveyed to Lisa Barton of the DC Water Constituent Services Office and not through DC Water Customer Services.

Ms. Gross presented a chart, prepared by her, summarizing the amounts in dispute and stating the amount of overage which she considers to have been charged to her account. Ms. Gross' document purports that she seeks an adjustment of \$2,024.02 for charges of alleged excessive water usage. (The document was accepted into evidence and made a part of the record.)

Ms. Arrington stated that DC Water's position in this matter is that the meter reads are actual, accurate and billed to the customer. She pointed out that the customer had an automated water meter at her property and that the water meter had an MTU device that transmits meter reads from the property.

Ms. Arrington testified that high usage appears to have started at the property on October 5, 2018 at 8:00 a.m. Mr. Crumlin interjected asking Ms. Arrington whether there have been issues of wrong billing of customers by DC Water; Ms. Arrington responded that she could not discuss the accounts of other customers and could only discuss issues pertaining to Ms. Gross during the hearing. Ms. Arrington, continued, stating that DC Water pulled the water meter on July 16, 2019 from the property for its investigation of the customer's dispute. Ms. Arrington explained that once a water meter malfunctions, it cannot repair itself and it will remain defective.

Ms. Arrington presented DC Water's meter read record for the property and as she pointed out usage occurring at the property, the Hearing Officer observed and questioned why the meter reads were not progressive, but, instead, skipped forward and then went backward in several instances between July 16 and July 18, 2019. The Hearing Officer, also, questioned Ms. Arrington as to how meter reads were reflected in the record beyond July 16, 2019 when she

testified that the water meter was removed from the property on July 16, 2019. Ms. Arrington stated that she had no explanation in response to the Hearing Officer's questions. She stated that the record indicated that the meter was removed July 16, 2019 from the property. Referring back to the meter read record, Ms. Arrington testified that water usage at the property returned to normal around February 7, 2019.

Ms. Arrington stated that DC Water does not have the results of the meter test. She requests permission to submit the meter test results post-hearing. It was explained to Ms. Gross that if the meter test reflected that the meter was faulty, she would be entitled to an adjustment of her account. It was further explained that if the test is submitted post-hearing, she would not have opportunity to challenge the results and if she wanted such opportunity, her matter would be rescheduled for further hearing and a decision in her matter would not go out until November 2019 based upon September's hearing calendar already being prepared. Lastly, it was explained that DC Water has an obligation to investigate a customer dispute of a bill and that a meter test is one such investigation tool, but not the only method of investigation available to the utility. Ms. Gross and her representatives requested an opportunity to discuss their position and a brief recess was granted. Upon return to the hearing, Ms. Gross stated that she objects to submission of the meter test post-hearing because she would not have the opportunity to ask questions regarding the test and its results and to do so would further delay resolution of the matter. Ms. Arrington stated that she did not postpone the scheduled hearing because the customer had repeatedly called the utility. Ms. Arrington stated that DC Water's test bench is not working and that meter tests are being sent to WSSC and there is delay in getting the test results. The Hearing Officer declared that she would accept the meter test post-hearing, however, the test would be given no weight if the same reflected that the meter was functioning within proper accuracy range since without further hearing the customer is denied opportunity to question and challenge the test results. The parties agreed that if the meter test came back that the meter was not accurate, Ms. Gross would be entitled to an adjustment of account.

Ms. Arrington testified that the Office of People's Counsel (OPC) has been working with DC Water as of April 27, 2019 regarding customer issues and, specifically, that Lisa Barton is in charge of constituent services. Ms. Arrington explained that the Office of People's Counsel is enabled to speak for customers so long as the customer gives consent for representation. She stated that a customer's consent is valid for a thirty (30) day period. Ms. Arrington explained that when OPC sends a request thru Ms. Barton, the request is put into the executive mailbox and the customer support team looks at and will respond to the email back to Ms. Barton, not directly to the customer. Ms. Arrington stated that she lacks information specifically relating to Ms. Gross' matter as having come to customer support through the executive mailbox because customer support gets so many emails...Ms. Arrington stated that she knows that a request was made for an account transcript for Ms. Gross and that customer services provided the transcript to constituent services. Ms. Gross interjected that she did not receive a copy of the requested

with OPC and that everything relating to OPC matters goes thru constituent services.

The Hearing Officer clarified to the customer and her representatives that she lacked authority to adjust the customer's account based upon 21 DCMR 408 and that such power was a discretionary power held by DC Water's General Manager. The parties were informed that consideration of the request for account adjustment based upon the discretionary power of the General Manager of DC Water was properly pursued through the Office of DC Constituent Services and that the decision resulting from the administrative hearing will be based upon examination of the applicable regulations for a bill challenge as the same relate to the customer's dispute.

Based upon the foregoing evidence and testimony 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 Laura Gross. (Testimony of Laura Gross)
2. The periods in dispute are: August 7, 2018 to September 7, 2018; September 8, 2018 to October 4, 2018; October 5, 2018 to November 5, 2018; November 6, 2018 to December 6, 2018; and, December 7, 2018 to January 7, 2019.
3. DC Water sent a high water usage alert to the customer in early September, 2018 and in response, the customer contacted the utility on September 7, 2018 regarding usage occurring at her building and she emailed her tenants to look within their units for any plumbing issues and the owner did a walk-thru of the building to personally inspect for plumbing issues. Neither the tenants nor the owner unearthed any plumbing issues. (Testimony of Laura Gross)
4. DC Water sent a second high water usage alert to the customer and the customer responded by again telephoning the utility regarding the high-water usage and she contacted her plumber to inspect the building, along with her requesting again to the tenants to look and advise of any plumbing issues known to them. Not the tenants, the owner or the plumber unearthed any plumbing issues. (Testimony of Laura Gross)
5. In an effort to find any latent plumbing issue that might be causing high water usage in the building, the owner had her plumber change all of the toilet flappers in each unit. (Testimony of Laura Gross)
6. ICM Building and Remodeling LLC, gave a written statement that the property had been inspected for water leak detection on three (3) different dates and times and no water leak was detected. (Plumber's statement dated 12/20/2018)
7. DC Water sent a service technician to the property on December 12, 2018 at which time the technician met with the owner and checked the water meter housing, read the water

- meter and wrote that at the meter pit, it was verified that there were no leaks from meter or property. The technician, further, wrote that the MTU box was reprogrammed.
(Testimony of the parties; DC Water Field Comments and Logs)
8. DC Water detected a significant increase in water usage occurring at the property starting October 5, 2018 at 8:00 am and determined that usage was back to normal by February 19, 2018. (Testimony of Kimberly Arrington; DC Water Meter Read log)
 9. The customer asserted that water usage at the building declined in December 2018.
(Testimony of Laura Gross)
 10. According to the customer's Account Transcript, billed water usage at the property significantly increased in September 2018 to 32.70 CCF, rose to 38.94 CCF in October 2018, rose to 51.75 CCF in November 2018, rose to 63.33 CCF in December 2018 and then, declined to 30.15 CCF in January 2019, and, as of February 6, 2019 billing statement, water usage at the property was back to within normal range as of January 8, 2019 for the billing cycle which ran January 8, 2019 to February 6, 2019. (DC Water Account Transcript; Customer Billing Statements dated 8/5/18,9/10/189, 10/19/18, 11/6/1812/11/18, 1/7/19, 2/6/19, 3/6/19 and 4/4/19)
 11. DC Water informed the customer in May 2019 that she failed to follow proper protocol to dispute a water bill. (Testimony of Laura Gross)
 12. DC Water prepared a Investigation Report dated 1/28/19 regarding the customer's dispute of bill charges on 11/6/18. Per the report, the utility determined that no adjustment was warranted, the charges were valid and that the account was billed based on actual meter readings. The customer did not receive a copy of the Investigative Report until after she contacted the utility in May 2019. (Testimony of Laura Gross)
 13. DC Water generated four (4) Investigative Report letters, all dated 6/6/19, advising the customer that her dispute of bill charges dated 12/11/18, 1/7/19, 9/10/18, 10/19/18 were untimely and that disputes must be received within 10 days of receipt of the bill or the bill must be paid in full before the next bill date. (DC Water Investigative Report letters dated 6/6/19)
 14. DC Water removed the water meter from the property for testing on July 16, 2019 but did not have the results of the meter test as of the date of the scheduled hearing of this matter.
(Testimony of Kimberly Arrington)
 15. DC Water did not conduct an underground inspection of the property. (Testimony of Kimberly Arrington)
 16. The customer hired a plumber to conduct three (3) inspections of the property and no leaks were found. (Testimony of Laura Gross)
 17. An irregularity is noted on meter reads from the property between July 16, 2019 and July 18, 2019 in which the meter reads are not progressive but, instead, more than once, reflects a meter read which is regressive of the read transmitted the previous hour. (DC Water Meter Read Log)
 18. DC Water had no explanation of the vacillation in registered meter reads at the property

18. DC Water had no explanation of the vacillation in registered meter reads at the property between July 16, 2019 and July 18, 2019. (Question posed to Kimberly Arrington by the Hearing Officer)
19. A simultaneous investigation of the customer's bill dispute is being conducted by the DC Water Office of Constituent Services wherein the customer is represented by the D.C. People's Counsel. (Testimony of the parties)

CONCLUSIONS OF LAW

1. The burden of proof is on the customer to show, by a preponderance of evidence, that the decision of DC Water is incorrect. (21 DCMR 420.7 and 420.8)
2. DC Water is obligated to investigate a challenge to a bill by doing any or all of the following:
 - (a) Verify the computations made in the formulation of the water and sewer charges;
 - (b) Verify the meter reading for possible meter overread or doubtful registration;
 - (c) If feasible, check the premises for leaking fixtures, underground invisible leaks, and house-side connection leaks;
 - (d) Check the meter for malfunction;
 - (e) Check the water-cooled air conditioning system, if any, for malfunction;
and
 - (f) Make a reasonable investigation of any facts asserted by the owner or occupant which are material to the determination of a correct bill.
See, 21 DCMR 403.
3. 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)
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 weight of the evidence in this matter favors the customer that more likely than not the charges which she disputes on her account are incorrect. The customer testified on her efforts to identify the cause of the alleged increased water usage that DC Water alerted her was occurring at the property. She testified that she repeatedly emailed her tenants to identify any water problems in their units and that she, personally, conducted walk-thru of the building in an effort to find any leaks and plumbing problems. She testified that she had a plumber out to the property to inspect for leaks and plumbing issues and she testified that she had all of the flappers in the bathrooms of each unit replaced despite there being no evidence of leaks or plumbing problems. The customer testified that a DC Water technician looked at the water meter and verified that no leaks were detected in the property or at the water meter. Moreover, the customer testified as to contacting DC Water repeatedly regarding the alleged high-water usage and not receiving a response from the utility until after contact in May 2019 whereas the first high water usage alert occurred in September 2018. The customer testified as to having contacted DC Water regarding her dispute of the charges to her account approximately seventeen (17) times.

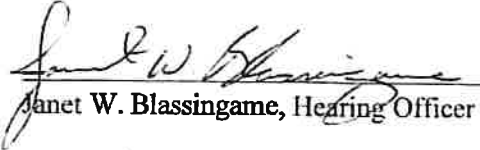
On DC Water's part, the testimony was that a service technician was sent to the property in December 2018; the comments were that the technician looked at the meter, took a meter read, and verified that no leaks were at the property or its water meter. The utility did not conduct an underground inspection at the property. The utility did not conduct an interior inspection of the premises since the property was an apartment building and the utility's policy is that the customer must hire his/her own plumber to inspect the interior of the building for leaks and plumbing issues. In this instance, the customer did, in fact, hire a plumber and the plumber on three occasion stated that no leaks were detected. DC Water removed that water meter for testing approximately three (3) weeks before the scheduled hearing but failed to have test results available at the time of the hearing. During the hearing, it was noted that, despite testimony by DC Water that the meter was removed from the property on July 16, 2019, DC Water presented meter reads from the property through July 18, 2019 and the meter reads between July 16, 2019 and July 18, 2019 reflected meter reads going forward in registered usage and then retracting registered reported water usage in more than one instance; registering water usage was not consistently progressive. DC Water had no explanation as to why the meter reads from the property were not at all times progressive but instead jumped backward regarding certain registered reads. DC Water, also, had no explanation as to the why there were continuing meter reads from the property when the meter was stated to have been removed.

Pursuant to 21 DCMR 403, whenever a customer contacts DC Water to challenge charges on an account, the utility is obligated to investigate the charges. The utility is not limited in the methods used to investigate and the regulations suggest various things to do to include test the meter for malfunction, verify the meter read, conduct an inspection for underground leaks and/or interior leaks, etc.

The evidence and testimony established that the customer called the utility regarding high water usage occurring at the building in early September 2018 and thereafter, she repeatedly called the utility and informed it that she was unable to identify any source of high-water usage. The customer testified that she telephoned DC Water at least seventeen (17) times regarding her problem of alleged high-water usage occurring at her building. The testimony and evidence established that DC Water took no action regarding the customer's complaints until December 2018 when it sent a service technician to the property and the service technician reprogrammed the MTU and verified that no leaks were present in the building or at the water meter. The service technician did not remove the meter to check for meter malfunction; the customer testified that the service technician looked at the meter in the meter pit. DC Water did not conduct an underground inspection and it delegated the inspection of the interior of the building to the customer for her to assume that responsibility. Most importantly, the utility failed to explain why the meter reads, which it presented into evidence, were not consistently progressive increasing registration on the water meter as water was being used, as opposed to, subtracting registered water usage from that previously reflected and reported to have occurred.

Based upon the foregoing, it is the determination of the Hearing Officer that the customer challenged charges to her account starting in early September 2018 going forward to January 2019 and that DC Water failed and/or was negligent to investigate the customer's ongoing and announced concerns regarding alleged high-water usage occurring at her property. The Hearing Officer credits the customer's testimony as to how many times she spoke with customer service representative from DC Water and her efforts to self-investigate the alleged usage without any assistance from DC Water until December 2018. The customer's testimony is credited that she was not told by the service representatives until May 2019 of the protocol to dispute bill charges despite her many contacts with the utility during which she voiced her problems and concerns. The utility's action of sending multiple investigation letters, all dated the same, advising the customer that her dispute was untimely for four (4) billing cycles is counter the obligation of the utility to investigate a customer's challenge to bill charges. No evidence was presented that DC Water investigated the charges deemed untimely, whereas, there was ample evidence and testimony that the utility was on notice of the customer's challenge to the charges as the customer repeatedly contacted the utility. Most importantly, the fact that the meter reads were not progressive tilts the weight of evidence in favor of the customer that something was wrong with either the water meter and/or meter reads from the property. Without the meter test results no determination can be made that the meter was functioning properly, however, based upon the Meter Read Log, it transmitted meter reads clearly reflect error.

As such, the customer prevails in her dispute of bill charges dated 9/10/18, 10/19/18, 11/6/18, 12/11/18 and 1/7/19, which encompass the period August 7, 2018 to January 7, 2019. DC Water shall adjust the customer's account to equal the average consumption of water at the same premises for up to three (3) previous comparable periods for which records are available.


Janet W. Blassingame, Hearing Officer

Date: Sept. 5, 2019

Copy to:

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Note: As of September 5, 2019, the date of this Decision, DC Water has not submitted the results of the meter test, as such, the testing of water meter was not a factor in this decision.