

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

IN RE: [REDACTED]
[REDACTED] Kenyon Street, NW
Washington, DC 20010

Account No: [REDACTED]
Case No: 20-644162

Amount in Dispute: \$604.15

Before Janet W. Blassingame, Hearing Officer
March 3, 2021

The customer contested a water and sewer bill for the period of time May 12, 2020 to June 9, 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 initially came before the Hearing Officer on November 10, 2020 for a remote hearing. Present for the hearing were Arlene Andrews and Kimberly Arrington, on behalf of DC Water. The customer was afforded a thirty (30) minute grace period to log-in for the hearing. The customer failed to appear for the hearing within the allotted grace period and an Order of Default, signed December 29, 2020, was entered against the customer for failure to appear for the scheduled hearing. The customer, subsequently, contacted the utility and indicated that she had not received notice of the scheduled hearing, via mail, e-mail or telephone. The Order of Default was set aside and this matter was rescheduled for hearing on March 3, 2021.

Present on-line for the March 3rd hearing were: [REDACTED]; Arlene Andrews, on behalf of DC Water; as well as, Kimberly Arrington, DC Water; and LaFatima Black, DC Water, observing.

The property involved is a semi-detached row house owned by Ms. [REDACTED] since year 2016. The property has two (2) kitchens, three and one-half (3 ½) bathrooms, one outside faucet, two (2) dishwashers, a washing machine, and one combo washer and dryer. The customer explained that the house has an in-law suite in the basement, however, the suite is unoccupied. The customer's water and sewer bill, generally, has averaged One Hundred Dollars (\$100.00) per billing cycle.

Ms. [REDACTED] testified that, during the period in dispute, there had been no change in usage or occupancy. She stated that her water usage was back to within normal range in July 2020. The customer testified that she contacted DC Water because she suspected an error in billing because there were no obvious leaks in the house. Ms. [REDACTED] stated that, in August 2020, she hired Vito Plumbing to inspect her property. She stated that the plumber checked everything and no leaks were detected and no water issues were found.

The customer stated that she had not taken a vacation or work leave during the Covid-19 Pandemic. She stated that she self-inspected the house by looking for water stains and moisture

and found nothing amiss.

Ms. [REDACTED] stated that she received no high-water usage alerts from DC Water.

Ms. Andrews stated that the meter reads for the property were actual and had been transmitted or obtained manually.

Ms. Andrews asserted that a water meter only advances when water is used at a property and if a meter is broken, the meter cannot and does not self-repair.

Ms. Andrews testified that DC Water removed the water meter from the property for testing and that the meter was determined to have 101.29% accuracy. She explained that DC Water follows the standards set by the American Water Works Association as a meter being accurate if its accuracy range is between 98.5% and 101.5%.

Ms. Andrews testified that DC Water conducted an equipment check at the property on June 23, 2020, at which time, a service technician verified the meter reading and changed the MTU device. She stated that the utility did not perform an underground test at the property because usage went back to within normal range and underground leaks continue until repaired.

Ms. Andrews stated that the customer did not receive a high-water usage alert because her water meter was field read due to the MTU device at the property not transmitting the meter reads. Ms. Andrews stated that the MTU device failed to transmit meter reads in May and June 2020.

Ms. [REDACTED] interjected with a question of whether the service technician who read the water meter could have made a mistake in the reading of the water meter. Ms. Andrews responded that the meter read was in-line during the equipment check. Ms. Andrews stated that there was no issue regarding the customer's water meter but the MTU was not transmitting. Ms. Andrews explained that the MTU device is separate from meter operation and even though the MTU may not transmit, the meter continues to record water usage and the read is on the water meter. Ms. Andrews reiterated that the meter reading was verified during the equipment check by a visual reading of the water meter and that, when the water meter was pulled and tested, it was found to be reporting water usage accurately. Ms. Andrews stated that the customer did not get an alert because the MTU was not working.

Ms. Andrews summarized that the utility investigated the customer's bill dispute and no overread of the meter was found and no meter malfunction was found. She concluded that all checks and tests were inconclusive as to the cause of the high-water usage that occurred at the customer's property and, as such, no account adjustment was 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 semi-detached row house owned and occupied by [REDACTED]. (Testimony of [REDACTED])
2. The period in dispute is May 12, 2020 to June 9, 2020. (Testimony of the parties)
3. There was a significant increase in water consumption reported to have occurred at the property during the period in dispute. (Testimony of the parties)
4. The property owner was unaware of any leaks or plumbing issues and she conducted a self-inspection of the property and found nothing amiss. (Testimony of [REDACTED])
5. The property owner hired Vito Plumbing in August 2020 to inspect the property for leaks and plumbing issues and none were found. (Testimony of [REDACTED])
6. The high-water usage occurred only during one billing cycle and by the next billing cycle, water usage reported was back to within normal range. (Testimony of the parties)
7. The MTU device at the property had failed to transmit in May and June 2020 and the utility sent a technician to the property to obtain a field reading of the water meter. (Testimony of Arlene Andrews)
8. DC Water conducted an equipment check at the property on June 23, 2020 and confirmed that the meter read upon which the customer had been billed was in-line at the time of the equipment check. (Testimony of Arlene Andrews)
9. DC Water pulled and tested the water meter and the meter was determined to have 101.29% accuracy. (Testimony of Arlene Andrews)
10. DC Water ruled out the existence of an underground leak and did not test for such a leak because water usage returned to normal without necessity of repairs being performed. (Testimony of Arlene Andrews)
11. Because the MTU was not transmitting at the customer's property, the utility was unable to send a high-water usage alert to the customer. (Testimony of Arlene Andrews)
12. DC Water replaced the customer's MTU device. (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.

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. Meters shall be read quarterly or at such other times as the General Manager shall determine. (21 DCMR 308.1)
5. If at any time, a meter, data collection device or transmitter fails to register correctly or collect, deliver or transmit data or otherwise operate or bears evidence of having been tampered with, as determined by qualified personnel of the Authority, the water charge for the interval in which the incident occurred shall be based on the average previous water consumption for that interval. (21 DCMR 308.4)

DECISION

The customer in this matter was unable to meet her burden of proof to show that she either did not use the water as charged or based upon some other reason, she should not be held responsible for the water.

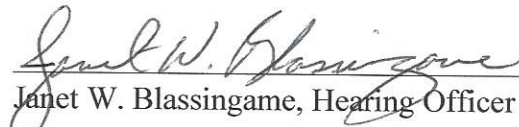
This is a case in which high water usage registered on the water meter and neither the customer nor the utility can determine the cause of the water usage. The customer conducted her inspection of the property and she hired a plumber to inspect her property. Unfortunately, the water usage had returned to normal by the time the plumber inspected the property and no cause of the increased water usage was detected. On the utility's part, DC Water conducted an equipment check and verified the meter read. The utility pulled and tested the water meter and the meter was determined to be functioning within accepted range of meter accuracy. The utility, further, was able to rule out the existence of an underground leak as a possible cause of the high-water usage, explaining that an underground leak will continue to leak until repaired but in this instance the usage returned to within normal range without necessity of repair so the usage could not have been caused by an underground leak.

DC Water did acknowledge that the MTU device at the property during the period in dispute failed to transmit meter reads from the property. Had the MTU been operational, the customer may have received a high usage water alert, but, because the MTU was not transmitting, no alerts were sent to the customer during the period that high-water usage was occurring at the period. DC Water sent a service technician to obtain a field reading of the water meter and based the customer's billing upon the technician's read of the water meter. As such, even though the MTU failed to transmit the meter read upon which the customer's bill was based, the bill was based upon an actual meter read from the property. The utility did not estimate the customer's water usage and it presented testimony/evidence of its verification of the accuracy of the technician's field reading of the water meter. If the utility



had not sent a technician to read the water meter, then, the customer would have been entitled to be billed based upon previous water usage at the property. (See, 21 DCMR 308.4) In this case, however, the utility had an actual meter read to bill against and no evidence exists that the bill was wrong.

While the customer lacked any knowledge that high usage was occurring at her property, DC Water presented testimony and evidence that its water meter was accurate and that the usage was not the result of any underground leak. As noted above, the MTU device was not transmitting meter reads which resulted in the utility not being able to send a high usage alert to the customer, but the utility billed upon an actual meter read taken by a technician sent to the property and, as such, the customer's belief that she was a victim of a billing error was debunked. In cases where the cause of the high-water usage cannot be determined after tests and checks have been performed, the applicable Municipal Regulation declares that the utility will not adjust a customer's account for excessive water usage. (See, 21 DCMR 408)

Accordingly, the determination by DC Water that the charges are valid and no basis exists to adjust the customer's account is hereby AFFIRMED.


Janet W. Blessingame, Hearing Officer
Date: May 12, 2021

Copies to:

Ms. 
 Kenyon Street, NW
Washington, DC 20010

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

IN RE: [REDACTED] Trustee
c/o [REDACTED]
[REDACTED] Lowell Street, NW
Washington, DC 20016

Account No: [REDACTED]
Case No: 21-21280

Dates and Amounts in Dispute:
6/3/2020 – 7/2/2020 = \$400.55
5/5/2020 – 6/2/2020 = \$455.31
4/3/2020 – 5/4/2020 = \$918.03

Before Janet W. Blassingame, Hearing Officer
March 10 & 18, 2021

The customer contested water and sewer bills for the period of time April 3, 2020 thru June 2, 2020. The DC Water and Sewer Authority (DC Water) investigated and determined that the customer's dispute of the charges for the period April 3, 2020 to May 4, 2020 was untimely and that the charges for the period May 5, 2020 thru July 2, 2020 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 March 10, 2021. Present on-line for the hearing, on behalf of DC Water, were Arlene Andrews and Kimberly Arrington, Ms. LaFatima Black, also, of DC Water was an observer, only. When the customer failed to come on-line for the hearing after twenty (20) minutes past the scheduled hearing time of 10:00 a.m., the Hearing Officer asked that the customer be called by a representative of DC Water to ensure that the customer was not having difficulty logging into the hearing. Ms. Arrington telephoned [REDACTED], who informed her that he had not received an email confirmation from DC Water with the log-in instructions and, as such, was not prepared for the hearing because he assumed that the hearing was not going forward. Ms. Arrington indicated that the customer advised that he was available for rescheduling of the hearing on either March 18th or March 31st. The recording was turned on and DC Water requested a continuance and the continuance was granted.

This matter was rescheduled for a remote hearing on March 18, 2021. Present on-line for the hearing were: [REDACTED], as well as, Arlene Andrews on behalf of DC Water. Roselyn George, DC Water, tested the equipment for the hearing and LaFatima Black, DC Water, listened into the hearing, but, neither Ms. George nor Ms. Black were hearing participants.

The property involved is a single-family home owned by [REDACTED] where she lives with her husband. The house has four (4) bathrooms, one kitchen, radiators, a dishwasher, a washing machine, a utility sink, a wet bar sink and two (2) outside faucets. Ms. [REDACTED] explained that the property was her childhood home and after she left home as an adult, the house had been occupied by her mother. Ms. [REDACTED] stated that she and her husband have lived in the house for

the past thirteen (13) years. She stated that the water and sewer bill has ranged between One Hundred Fifty Dollars (\$150.00) and Two Hundred Fifty Dollars (\$250.00) per billing cycle.

Ms. [REDACTED] stated that in April and May of year 2020, there was reported increased water usage occurring at her home of 2000 to 4000 gallons of water per day and she cited April 7, 9, 15, 17 and 27. She stated that on June 3, 2020 only 600 gallons of water was reported used, but, in July 2020, there was another spike during which 4000 gallons per day were reported used on July 1, 3 and 4. She added that there were also spikes occurring in April, 2020. She stated that she was not enrolled for HUNA alerts. Ms. Andrews interjected that DC Water sent high water usage alerts to the customer on 3/16/2020, 4/5/2020, 4/19, 2020, 4/25/2020, 5/1/2020 and 5/19/2020. Ms. Andrews stated that the alerts were send by telephone to [REDACTED]; the customer acknowledged that the telephone number to which the utility stated that HUNA alerts had been sent was her husband, [REDACTED]'s, telephone number. Ms. [REDACTED] stated that she was unaware of that alerts had been sent to her husband's telephone.

Ms. [REDACTED] stated that, in April 2020, she enlisted a plumber, who was working next door to her home, to check her water meter and to check for leaks and no leaks were found.

Ms. Andrews interjected that the customer did not initiate contact with DC Water regarding her bills until June 9, 2020 to dispute the June 8, 2020 bill. Ms. [REDACTED] stated that her April 2020 water and sewer bill was not a top priority for her and she did not call for the May 2020 bill.

Ms. [REDACTED] testified that she had not had any guests or work performed at her home to account for any increase in water consumption. She, further, stated that she only uses two (2) toilets within the home. She acknowledged that the basement toilet is used infrequently and that there is a toilet on the 3rd floor of the house.

Ms. Andrews stated that the meter reads were actual and that the customer's billings were based upon automated reads transmitted by signal to a tower of which DC Water has several located throughout the City. She stated that the meter reads are transmitted on an hourly basis. Ms. Andrews stated that a water meter only advances when water passes thru as water is being used at a property. She asserted that there are no misreads on an automated water meter and that a water meter cannot self-repair.

Ms. Andrews testified that DC Water conducted a test of the water meter from the property and the water meter was determined to have 100.34% accuracy. She explained that DC Water adheres to meter standards sets by the American Water Works Association and that the standard for water meter accuracy is 98.5% to 101.5%.

Ms. Andrews stated that the plumber's report submitted by the customer lacked a plumber's license number and was not written upon a company or plumber's letterhead. She added that the report lacked the plumber's name. She stated that due to the deficiencies of the report, DC Water considered the report to be invalid as submitted. Ms. Andrews testified that DC Water, in noting the deficiencies of the submitted plumber's report, requested that the customer submit supplemental information to validify the plumber and support the report and the customer

failed to provide to the utility the information needed to validate that the report had been made by a licensed plumber in the District of Columbia.

Ms. Andrews stated that because of the on-going Covid-19 Pandemic, DC Water has suspended all interior inspections of customers' homes. Ms. Andrews stated that the utility ruled out the existence of an underground leak as a possible cause of increased water usage at the property because the water usage returned to normal without necessity of any repairs being performed by the utility. She stated that by the nature of an underground leaks, repairs must be performed before the leak will stop and because the leak or whatever caused increase usage stopped, the utility surmises that the cause of the usage was controlled within the property and that something was either repaired or turned off. Ms. Andrews stated that the usage might have been the result of a toilet flapper not closing properly. She added that a customer might not and does not always hear running water caused by a toilet.

Ms. Andrews stated that because the tests and checks yielded inconclusive finding of the cause of the increased usage which occurred at the property, the utility would not adjust the customer's account.

Ms. [REDACTED] stated that she does not want to pay for what she has not consumed.

Ms. Andrews pointed to the hourly meter reads of the customer's water usage and pointed out that there was a spike in water usage from May 7 to May 9, 2020. Ms. Andrews asserted that DC Water cannot tell a property owner where a water problem might exist within the home and that the utility can only notify the customer that something out of the ordinary is going on in the house.

Ms. Andrews informed the customer of the Emergency Residential Relief Plan currently in place to assist District of Columbia residents during the Pandemic.

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 single-family home owned and occupied by [REDACTED] with her husband. (Testimony of [REDACTED])
2. The periods in dispute are 5/5/2020 to 6/2/2020 and 6/3/2020 to 7/2/2020. (Testimony of the parties)
3. That the customer failed to timely dispute the bill for the period 4/3/2020 to 5/4/2020. (Testimony of the parties)
4. Increased water usage occurred at the property in April, May, June and July of 2020. (Testimony of the parties)
5. DC Water sent HUNA alerts of high-water usage occurring at the property on 3/16/2020, 4/5/2020, 4/19/2020, 4/25/2020, 5/1/2020, and 5/9/2020. (Testimony of Arlene Andrews)

6. The customer acknowledged that the HUNA alerts were sent by the utility to her husband's telephone and that she and her husband reside in the home. (Testimony of [REDACTED])
7. The customer stated that her May 2020 bill from DC Water was not a top priority for her and she, further, did not dispute that she did not contact the utility until June 9, 2020 to dispute her June 2020 bill statement. (Testimony of the parties)
8. DC Water suspended interior inspections of customer's homes due to the Covid 19 Pandemic. (Testimony of Arlene Andrews)
9. The customer's document submitted as a plumber's report lacked sufficient identification of the plumber such as name, license number and company letterhead, to constitute a valid plumber's report and the customer's failed, refused and/or neglected to supplement the document with such information. (Testimony of Arlene Andrews)
10. DC Water tested the water meter and the meter was determined to have 100.34% accuracy. (Testimony of Arlene Andrews)
11. DC Water ruled out the existence of an underground leak as a possible cause of increased water usage at the property because water usage returned to normal without necessity of repairs being performed. (Testimony of Arlene Andrew)
12. In its investigation of the bill dispute, the utility found no evidence of meter misread or faulty computation and that the disputed bills were based upon hourly meter reads transmitted from the property. (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. 21 DCMR §402.1 dictates a customer may challenge the most recent charges assessed by WASA for water, sewer and groundwater sewer service by doing so in writing within thirty (30) calendar days after the bill date by stating the reason(s) why the bill is believed to be incorrect.
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

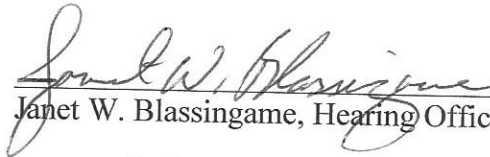
The customer in this case failed to meet her burden of proof to show either that the disputed bills were incorrect or for some other reason she should not be held responsible for payment.

The customer testified that she was unaware of any leaks or water issues within her house. She testified that she had a plumber inspect her home and no leaks were found. She stated that her May 2020 bill was not a top priority. The customer did not dispute that her first contact with DC Water occurred in June 2020 to dispute the bill received in June 2020.

The customer submitted a plumber’s report, which utility rejected because the plumber’s report lacked of a plumber’s name, plumber licensed number and was not on business letterhead. The utility, further, asserted and was not refuted by the customer that the customer, although requested to do so, failed to provide supplemental information to the utility to substantiate the report by providing the plumber’s name, plumber’s license number and company identity. The Hearing Officer finds that what was submitted to the utility as a plumber’s report failed to meet the basic requirements necessary for consideration of the report as by a licensed plumber in the District of Columbia and, as such, no weight is given to the document.

DC Water conducted an investigation of customer’s bill dispute and its test of the water meter determined that the meter was functioning accurately and no evidence existed of meter misread, the existence of an underground leak or miscalculation of bill charges. The utility was also able to show hourly meter reads from the property and that it had sent numerous alerts to the customer advising that high water usage was occurring at the property. Despite the customer’s denial of knowing of high-water usage occurring at the property, the customer acknowledged that the utility’s alerts were sent to her husband’s telephone and that she and her husband live together at the property.


More is required of a customer than a mere denial of an existence of a leak. Ultimately, the property owner is responsible for what occurs in her property. In this instance, the utility showed that its meter was functioning properly and, moreover, that it sent alerts to the customer of high-water usage occurring at her property. The customer received and knew of her May 2020 bill reflecting high water usage and, as she stated, it was not a priority. No evidence exists that the billings were wrong and, as such, the determination by DC Water not the charges were valid and no basis exists to adjust the customer’s account is hereby AFFIRMED.


Janet W. Blessingame, Hearing Officer

Date: May 12, 2021

Copy to:

Ms. 

 Lowell Street, NW
Washington, DC 20016

BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

DEPARTMENT OF CUSTOMER SERVICES

IN RE: [REDACTED]

[REDACTED] Darrington Street, SE
Washington, DC 20032

Account No: [REDACTED]

Case No: 21-128687

Amount in Dispute: \$732.93

Before Janet W. Blassingame, Hearing Officer
March 18, 2021

The customer contested a water and sewer bill for the period of August 4, 2020 to September 1, 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 set for a remote hearing on March 18, 2021. Present for the hearing were: [REDACTED] with her daughter, [REDACTED]; Arleen Andrew on behalf of DC Water; and, LaFatima Black, DC Water, observing only,

The property involved is a single-family home owned by [REDACTED]. Ms. [REDACTED] occupies the lower level of the house and three (3) people live on the upper level. Ms. [REDACTED] stated that she, also, lives at the property on a part-time basis. The house has two and one-half (2 ½) bathrooms, one kitchen, a washing machine, a dishwasher, and, at least, one outside faucet. The property was purchased in year 2019. According to Ms. Andrews the customer's water and sewer bill has ranged from a low of \$39.46 in January 2020 to a high of \$142.53 in June 2020. Ms. Andrews stated that prior to the disputed September 2020 bill, the customer's bill in July 2020 was \$128.27 and in August 2020, the customer's bill was \$95.56. Following the September 2020 bill for \$732.93, the customer's October 2020 bill was \$67.79.

Ms. [REDACTED] stated that no high-water usage alerts were received when usage, allegedly, spiked during the period in dispute. Ms. Andrews stated that she spoke with Ms. [REDACTED] on October 9, 2020 and the customer's email address is auto-enrolled in DC Water's alert system.

Ms. [REDACTED] testified that she was shocked when she received her water and sewer bill and she contacted DC Water regarding the bill.

Ms. [REDACTED] testified that she called a repairman (503 Construction Services) in September 2020 who came out one week later and conducted a walk-thru of the home. She stated that the sinks and spigot were inspected and the repairman performed dye tests on the toilets and no problem was detected. Ms. [REDACTED] added that there have been no changes in occupancy in the house and no repairs have been performed.

In a note in the DC Water Interaction Records dated 2/5/2021, the Hearing Officer read the following by A. Andrews:

"Called spoke with customer let her know high usage occurred for about 7 days between August 20 and August 27th. She stated she did not have any work done at the property at that time. She has 2 full and 1 half bath. No pool or sprinkler system. She does rent out the upstairs for extra income. At the time of the increased usage there were 2 people at the property. She has been staying with her daughter in Waldorf since the start of the pandemic. I advised to have a plumber check the property to prevent the increase in usage from happening again. DC Water is not sending Technicians out to the property due to the pandemic. She is not comfortable with having a plumber enter the home right now. She stated maybe after the pandemic she will take my advice. I advised her we will have the meter tested for accuracy and hearings are being scheduled in the month of March."

Ms. Andrews testified that DC Water's investigation of the bill dispute revealed no evidence of meter overread or meter malfunction. She stated that the water meter passed testing and was determined to have 100.98% accuracy. Ms. Andrews stated that DC Water was not performing interior inspections due to the Pandemic so the customer was advised to have a plumber inspect her property. Ms. Andrews asserted that the increased usage was not caused by an underground leak because usage declined. She stated that the increased water consumption started on August 20, 2020 at 3:00 p.m. and ended August 28, 2020 at 1:00 a.m. Ms. Andrews stated that the disputed period consisted of 29 days.

Ms. [REDACTED] interjected that nothing unusual was going on at the property during the alleged spike in water usage and that her mother was at her (Ms. [REDACTED]'s) house for one-half of the week.

Ms. Andrews stated that all tests and checks were inconclusive as to the cause of the spike in water usage and, as such, an adjustment of the customer's account was not warranted. She stated that she did not know what was going on within the customer's home but DC Water did not do anything to fix the problem so the problem was controlled within the premises.

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 home occupied by [REDACTED] along with two (2) other people, as well as, her daughter who resides at the residence on a part-time basis. (Testimony of [REDACTED]; Administrative Hearing Petition by [REDACTED] dated 12/7/2020)
2. The period in dispute is August 4, 2020 to September 1, 2020 (bill date- 9/21/20). (Testimony of the parties)
3. There was a significant spike in reported water usage at the property starting August 20, 2020 and ending August 28, 2020. (Testimony of Arlene Andrews)
4. Water usage at the property returned to within normal range on August 28, 2020 at 1:00 a.m. and the next billing period (October bill) was significantly low. (Testimony of Arlene Andrews)
5. Water usage at the property declined without repairs being performed. (Testimony of the parties)

6. A repairman from 503 Construction Services checked for leaks and water problems at the property in September 2020 and no leaks or problems were detected. (Testimony of [REDACTED])
7. DC Water investigated the bill dispute and found no evidence of meter malfunction or meter overread. (Testimony of Arlene Andrews)
8. DC Water tested the water meter and the meter was determined to have 100.98% accuracy. (DC Water Customer Contact Note dated 2/24/2021; testimony of Arlene Andrews)
9. DC Water ruled out the existence of an underground leak because the water usage declined without need of repairs being performed at the property. (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.

See, 21 DCMR 403.
3. D.C. Municipal Regulations bar adjustment of a customer's bill when all checks and tests provide no reasonable explanation for excessive water consumption. (See 21 DCMR 408 which states: "In cases in which all checks and tests result in inconclusive findings that provide no reasonable explanation for excessive consumption, no adjustment shall be made to the bill for any portion of the excessive consumption, except as may be approved by the General Manager, based upon a demonstration by the owner or occupant that such an adjustment will further a significant public interest.")

DECISION

The customer in this case failed to meet her burden of proof to show either that the disputed bill was incorrect or for some other reason she should not be held responsible for payment.

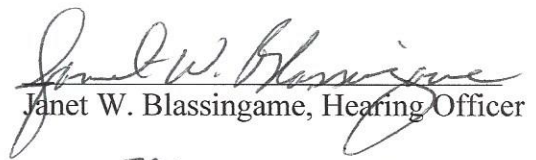
The spike in water usage occurred for approximately one week – August 20, 2020 to August 28, 2020 and, then, water usage declined back to within normal range. The customer had no knowledge that a spike in usage had occurred at her property until she received her bill from DC Water. The customer contacted the utility regarding her bill on October 9, 2020.

During the hearing, the customer's daughter testified that she hired a plumber to inspect the property in September 2020 and no leaks or plumbing issues were found. The conclusion of the plumber, however, is given no weight as evidence. The Hearing Officer notes that by the time of the plumber's inspection in September 2020, the spike in water usage had abated and usage was back to within normal range. It stands to reason that because usage was back to normal after August 28, 2020, the plumber would not detect any leaks or problems at the property. The Hearing Officer, further, found the testimony regarding the hiring of a plumber problematic, in that, the customer stated to a DC Water service representative, as memorialized in the Interaction Note dated 2/5/21, that she was not comfortable with having a plumber enter the home right now when the service representative advised her to hire a plumber and the customer stated maybe after the pandemic, she will take the representative's advice. During the same telephone conversation, the customer told the service representative that she had been staying with her daughter in Waldorf (MD) since the start of the pandemic.

Based upon the statements of the customer to the service representative, the testimony regarding a plumber's inspection and findings is suspect and, further, if the customer was staying with her daughter in Waldorf, MD since the start of the Pandemic, how could she know and truthfully testify as to what was going on within the property in August 2020 when she testified that nothing unusual was going on in the house. It is noted that no plumber's report is in the customer's file or mentioned in the Interaction Notes as having been submitted to DC Water. It is further noted that the customer's daughter testified that "there is always someone in and out of the house so her mother is not alone". Such testimony is contradicted by the customer's statement to the service representative that she has not been living in the house since the start of the Pandemic.

DC Water, for its part, investigated the customer's bill dispute and found no evidence of meter malfunction or meter overread. The utility was able to document the precise spike period. The utility tested the water meter and determined that the meter had 100.98% accuracy and the utility was able to rule out the existence of an underground leak as a possible cause of the usage spike because the usage declined without necessity of repairs being performed and underground leaks require repair in order to stop such a leak.


Based upon the foregoing, the Hearing Officer finds that the determination by DC Water that the charges are valid and no basis exists to adjust the customer's account is supported by the weight of the evidence. Accordingly, the determination is hereby AFFIRMED.


Janet W. Blessingame, Hearing Officer

Date: May 12, 2021

Copy to:

Ms. 

 Darrington Street, SE
Washington, DC 20032

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

IN RE: 1825 I St NE LLC
c/o Joshua Wilson
1001 Georgetown Pike, Unit 1039
Great Falls, VA 22066-8048

Service Address:
[REDACTED] Q Street, SE

Account No: [REDACTED]
Case No: 21-74622

Amount in Dispute: \$2,555.14

Before Janet W. Blassingame, Hearing Officer
March 23, 2021

The customer contested a water and sewer bill for the period of time August 22, 2020 to September 22, 2020. The DC Water and Sewer Authority (DC Water) investigated and determined that the charges for the periods were valid and no basis existed to adjust the account. The customer requested an administrative hearing.

This matter was set for a remote hearing on March 23, 2021. Present for the hearing were: Joshua Wilson on behalf of 1825 I St NE LLC; Arleen Andrews, Kimberly Arrington and Nakeisha Minor on behalf of DC Water; and, LaFatima Black, DC Water, observing only,

The property involved is a twelve (12) unit apartment building having seven (7) one bedroom/one-bathroom units and five (5) two (2) bedroom/one-bathroom unit. Each unit has a kitchen. One hot water heater serves the building and the building has two (2) washing machines. The water and sewer bill averages Eight Hundred Dollars (\$800.00) per billing cycle.

Mr. Wilson testified that he noticed, starting in January 2020, that there was an uptick in charges for water and sewer service and he reached out to DC Water on April 10, 2020 to discuss the bill but he was told that he was not authorized to discuss the account. After authorization was filed with the utility, Mr. Wilson, as property manager, contacted DC Water on April 23, 2020 to assert that the account had been overcharged on the last three (3) bills. Mr. Wilson informed the DC Water service representative that there had been no change in tenancies at the buildings or in the habits of the residents. Mr. Wilson stated that he was told to hire a plumber. Mr. Wilson testified that he contacted DC Water by email on April 28, 2020 asking for a response to his dispute and that he contacted DC Water by email on May 22, 2020 asking for an investigation and he sent to the utility a copy of the plumber's report. Mr. Wilson stated that there were several contacts, back and forth, with the utility which he described as follows:

May 13, 2020- he received an email response from DC Water requesting a plumber's report;

May 14, 2020- he responded to DC Water by transmitting a plumber's report;

May 26, 2020- he emailed DC Water that he was still waiting for the utility's response;

June 14, 2020- DC Water responded that there were no scheduled appointments and that investigations had been started regarding the bills dated 1/23/20, 2/24/20 and 3/23/20; Mr. Wilson stated that he informed DC Water that he wanted the 5/20/2020 bill included in the dispute;

July 6, 2020- received five (5) Investigation Letter emails from DC Water, each informing that the utility found the charges to be valid and that the customer may request an administrative hearing.

Mr. Wilson testified that charges for water and sewer service at the building started to decrease as reflected on May 2020 bill. Mr. Wilson acknowledged that he did not submit a hearing petition within fifteen (15) days of receipt of the Investigation Letters.

Mr. Wilson testified that despite the decrease on the May 2020 billing, the problem of increased water usage persisted and he disputed the bill dated 9/22/2020. Mr. Wilson stated that he hired Magnolia Plumbing Service on October 6, 2020 and all twelve (12) apartment units were inspected but the plumber could not find the water meter for the building. Mr. Wilson testified that the plumber returned to the property on November 2, 2020 and opened the lid of the water meter and found the meter was not on. He stated that the technician requested a meter check by the utility.

Mr. Wilson testified that a DC Water service technician came out to the building on December 14, 2020 to perform an underground inspection and at that time, the water meter was not on. Mr. Wilson stated that the service technician told him that the meter dial was observed to go forward and then go backward. Mr. Wilson testified that the DC Water service technician told him that the water meter was defective and that the water meter would have to be pulled.

Mr. Wilson stated that on November 6, 2020, he was informed that a hearing would be set. He stated that he contacted DC Water on January 15, 2021 and again on February 19, 2021 for an update.

Mr. Wilson was asked on cross examination whether the plumbers- God's Grace Plumbing and Magnolia Plumbing, checked the washing machines as well as the water heater of the building during their respective inspections of the building and Mr. Wilson replied that the plumbers checked everything. He added that the water heater was only two (2) years old.

Mr. Wilson stated that starting in year 2017, water usage per day at the property was around 70 CCF and in year 2019, the range of daily water usage was between 50 CCF to 70 CCF. He stated that the usage started to go down after he requested a hearing to dispute the charges and, but for the hearing request, nothing had changed at the property.

Ms. Arrington interjected that service technician at the property on December 14, 2020 was there to conduct an underground inspection and that the technician was not there to evaluate the service meter. Mr. Wilson responded that he was present when the technician was at the property and he heard what the technician said regarding the water meter. Ms. Arrington, then, read the service order of December 14th and pointed out that the technician noted that there was a "possible defective meter".

Ms. Arrington testified that the billing was based upon an actual meter read and that meter reads are transmitted on an hourly basis from the property. She asserted that automated water meters only advance when water is being used at a property. She stated that there are no misreads of an automated water meter and that water meters cannot automatically self-repair once broken.

Ms. Arrington confirmed that a service technician was at the property on December 14, 2020 to perform an underground test for leaks. She stated that the utility pulled the water meter from the property for testing on February 5, 2021 and that the test was performed on February 16, 2021. Ms. Arrington stated that the water meter was determined to have 100.39% accuracy. Ms. Arrington stated that the utility did receive a plumber's report but was unable to determine what was going on at the property. She stated that DC Water has determined that there was no meter overread or faulty computation of the bill. Ms. Arrington concluded that based upon the tests and checks performed that it was inconclusive as to the cause of the increased usage and, as such, no adjustment of the customer's account was warranted.

Ms. Arrington informed the customer that the high-water usage alert (HUNA) setting, in her opinion was too high and she suggested that the customer lower the setting to receive an alert from DC Water.

Mr. Wilson asserted that the plumber went thru the building and that eight (8) fixtures were changed. He stated that the building has a full-time maintenance person on staff. Mr. Wilson asserted that he cannot know that the water meter is, in fact, right because he saw the service technician during the underground inspection and heard the service technician say that the water meter was faulty. Ms. Arrington interjected that DC Water tested the water meter and the results was true.

Mr. Wilson argued that DC Water has an incentive to determine that it's water meter reading is true and that the meter is not faulty. Mr. Wilson pointed out that the customer is not privy to the testing of the water meter and did not see the test performed. Mr. Wilson stated that he did see the water meter malfunctioning at the building. He, also, complained that he was not told when the meter was pulled and he does not know the American Water Works Association standards for water meter accuracy. Mr. Wilson expressed his objection to not being a witness to the meter being pulled, to the meter testing or being advised as to when the water meter was put back at the property.

Ms. Arrington stated that DC Water put a new water meter at the property and did not put the old meter back at the property.

Mr. Wilson stated that the new water meter shows water usage consistent with usage rates of years 2018 and 2019. Ms. Arrington retorted that water usage at the property began to decline prior to the water meter being pulled for testing.

Mr. Wilson complained that the dispute investigation process of DC Water does not allow the disputing party to be part of the investigation process. Ms. Arrington stated that the customer has been provided with all account information.

Mr. Wilson stated that two (2) plumbers have said that nothing is leaking at the building. He asserted that the only problem identified is that the water meter was faulty.

Ms. Arrington read the water usage of the building as:

9/22/20	192.01
11/27	72.89
10/22	118.3
1/20/21	76.78
12/20	61.94

Mr. Wilson asserted that the plumber did not fix anything at the property however, reported water usage from the property reflected a decrease right after the plumber's report was received by DC Water in October 2020.

Ms. Arrington asserted that nothing in the AMR readings show readings going backward. She stated that she does not know why the service technician said that the meter was possibly defective. She stated that during the utility's investigation, they look at the AMR reads. She asserted that the customer was told to hire a plumber because the property is a multi-unit building and DC Water does not inspect multi-unit properties. Ms. Arrington concluded that she does not know what went on at the property to cause high usage.

Mr. Wilson countered that nothing has changed at the property to account for increased usage or a decrease in usage. He asserted that the same people reside at the property. He stated that he had every unit investigated and two (2) plumbers found no leaks. He re-asserted that on December 14, 2020, a DC Water technician said that the water meter was possibly defective.

Mr. Wilson complained that DC Water elongated the dispute process. He pointed out that he made his initial request on May 20, 2020 but got forms in July 2020 and, then, was only given 15 days to submit his Administrative Hearing Petition. He complained that the utility has as much time as it needs but the customer is at the mercy of the utility to accept what the utility tells him. He asserted that the utility has no timeline but a strict timeline is imposed upon the customer.

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 multi-unit apartment building located at 2650 Q Street, SE which is owned by 1825 I St NE LLC which is, in turn, owned by Joshua Wilson. (Testimony of Joshua Wilson)

2. The customer initially disputed charges for the months of January, February, and March 2020 and wanted to include in his bill dispute of the month of May 2020, however, after receiving the Investigative Reports from DC Water, the customer failed to file a timely request for an Administrative Hearing. (Testimony of Joshua Wilson)
3. The period in dispute is August 22, 2020 to September 22, 2020. (Testimony of the parties)
4. The customer submitted two (2) plumbers' reports- God's Grace Plumbing dated 5/4/20 and Magnolia Plumbing dated October 6, 2020. Both plumbers reported having inspected the entire building and finding no leaks. (Plumbers' reports on file; testimony of Joshua Wilson)
5. DC Water conducted an underground inspection on December 14, 2020 and found no underground leak. The service technician told the customer that the meter was defective having observed the dial moving forward and backward. The service technician wrote on the service order that the water meter was possibly defective. (Testimony of the parties; DC Water Service/Work Order History Report dated December 14, 2020)
6. DC Water pulled and tested the water meter from the property and the water meter was determined to have 100.39% accuracy. (Testimony of Kimberly Arrington; Meter test results)
7. DC Water has hourly meter reads from the property and, on its face, the meter read record reflects progressive meter reads. (Testimony of Kimberly Arrington; DC Water meter read record)
8. A review of the monthly meter usage at the property shows a steady increase in monthly water consumption starting in September 2019 at 52.79 CCF and continuing up to April 2020 at 122.41 CCF. Water usage declined in May 2020 to 93.91 CCF but, then, started to again increase each successive month up to September 2020 to 182.01 CCF. Water usage declined in October 2020 to 118.3 CCF and further declined each successive month thru December 2020 with a slight increase for January 2021. (DC Water record of monthly AMR water consumption)

CONCLUSIONS OF LAW

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

(f) Make a reasonable investigation of any facts asserted by the owner or occupant which are material to the determination of a correct bill.

See, 21 DCMR 403.

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

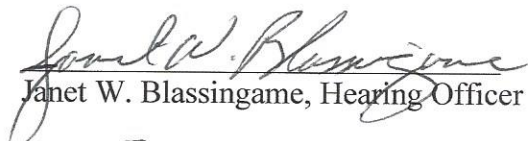
DECISION

Water consumption at this property has been fluctuating over extended periods of time, where water usage increases for successive months and then declines for a month as it did in May 2020, then increases and, then, declines for successive months as it has since October 2020.

Neither plumbers hired by the customer nor DC Water service technicians have found a cause for the increased usage or the cause for a decline in water usage. The customer testified that the DC Water service technician who conducted an underground inspection at the property told him that the meter was defective. DC Water, on the other hand, presented the work service order report by the same service technician who wrote a less than definitive statement regarding the water meter saying that the meter was "possibly defective". DC Water presented a meter test reflecting that the water meter was functioning accurately. The utility, further, presented hourly meter reads which, on the face of the document, reflects progressive reads as would be expected. The utility found no underground leak at the property.

DC Municipal Regulation 21-408 dictates that when all tests and checks are inconclusive as to the cause of excessive water consumption at a property, the utility is not to adjust a customer's account for any portion of the excessive consumption with the exception of a significant public interest determination left to the General Manager.

As such, the Hearing Officer finds that the customer has failed to meet his burden of proof that the determination of DC Water that the charges are valid and no basis exists to adjust the customer's account was wrong. Accordingly, DC Water's determination is hereby **AFFIRMED**.


Janet W. Blessingame, Hearing Officer
Date: May 12, 2024

Copy to:

Mr. Joshua Wilson
1825 I St. NE LLC
10001 Georgetown Pike, Unit 1039
Great Falls, VA 22066-8048

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

IN RE: 2830 R St SE LLC
c/o Joshua Wilson
1001 Georgetown Pike, Unit 1039
Great Falls, VA 22066-8048

Service Address:
[REDACTED] R Street, SE

Account No: [REDACTED]
Case No: 21-84580

Amount in Dispute: \$2,106.34

Before Janet W. Blassingame, Hearing Officer
March 23, 2021

The customer contested water and sewer bills for the periods of time- June 20, 2020 to July 22, 2020; July 23, 2020 to August 21, 2020; and, August 22, 2020 to September 22, 2020. The DC Water and Sewer Authority (DC Water) investigated and determined that the charges for the periods were valid and no basis existed to adjust the account. The customer requested an administrative hearing.

This matter was set for a remote hearing on March 23, 2021. Present on-line for the hearing were: Joshua Wilson on behalf of 2830 R St SE LLC; Arleen Andrews, Kimberly Arrington and Nakeisha Minor on behalf of DC Water; as well as, Kelly Fisher, Esq. and LaFatima Black, DC Water, observing only,

The property involved is a six (6) unit apartment building with each unit having one bedroom/one bathroom, a washing machine, a dishwasher and water heater. Mr. Wilson stated that the building was totally renovated in year 2018 and that the same tenants have occupied their respective units since October 2019. Historically, the water and sewer bill ranged between Four Hundred Dollars (\$400.00) and Four Hundred Fifty Dollars (\$450.00) per billing cycle, however, Mr. Wilson testified that he noticed that the July 2020 bill was Four Hundred Seventy-five Dollars (\$475.00) and then, the August 2020 bill was Seven Hundred Forty Dollars (\$740.00). Mr. Wilson stated that the water and sewer bill in September 2020 was Eight Hundred Eighty-nine Dollars (\$889.00), in October 2020 the bill was Nine Hundred Forty-seven (\$947.00) and in December 2020 the bill was Nine Hundred Sixty Dollars (\$960.00).

Mr. Wilson stated that he had a plumber out to inspect the property on October 6, 2020 and that the plumber found three (3) leaking toilets. He stated that the toilets were repaired and he thought that the repair of the toilets fixed the problem of increased water consumption at the property but it did not.

Mr. Wilson testified that on November 9, 2020, he was told by DC Water that it had

completed its review of his bill complaint and no adjustment was due because of the finding of leaking fixtures. Mr. Wilson stated that water and sewer charges continued to increase despite the repair of the toilets found to be leaking.

Mr. Wilson testified that on December 14, 2020, he found the water meter to be full of water and not displaying a meter read. Mr. Wilson stated that a service technician said that the water meter was faulty and that the meter would be sent for testing. Thereafter, the customer stated that he did not hear from DC Water until February 2021.

Mr. Wilson recited the history of water usage at the property stating that before July 2018, usage was 16.24 CCF. He stated that water usage thereafter was as follows:

August 2019	10.8 CCF
September 2019	14.79 CCF
October 2019	15.37 CCF
November 2019	22.56 CCF
December 2019	20.27 CCF
January 2020	25.43 CCF
February 2020	21.65 CCF
March 2020	15.28 CCF
April 2020	22.82 CCF
May 2020	18.74 CCF
June 2020	17.79 CCF
July 2020	27.47 CCF
August 2020	47.74 CCF
September 2020	59.08 CCF
October 2020	59.49 CCF (toilets repaired)
November 2020	52 CCF
December 2020	44 CCF
January 2021	42.94 CCF
February 2021	37.16 CCF
March 2021	31.28 CCF

Mr. Wilson asserted that there is no reason why water usage at the property remained high after the toilets which had been identified as leaking, were repaired. He asserted that he does not understand what is going on at the building and he questions whether the water meter is functioning because of the fact that water was found in the meter pit.

Ms. Andrews testified that the meter reads from the property was actual reads which were transmitted by a MTU (meter transmittal unit) and used for invoicing purposes. She stated that the meter reads are hourly and that the water meter only advances when water is being used. She asserted that there are no misreads on automated devices.

Ms. Andrews testified that DC Water pulled the water meter from the property for testing and the water meter was determined to have 100.41% accuracy. She explained that the utility follows the water meter standards set by the American Water Works Association and the standard for water meter accuracy is 98.5% to 101.5%.

Ms. Andrews stated that DC Water received the customer's plumber's report on October 27, 2020 and determined that no adjustment was warranted because the report stated a finding of faulty fixtures.

Ms. Andrews stated that DC Water conducted an underground inspection at the property on December 14, 2020 and no leaks were found. She added that during the investigation of the disputed charges, the utility found no evidence of meter malfunction or meter misread.

Ms. Andrews pointed out that the AMR reads from the property show increasing water consumption at the property occurring over time. Ms. Andrews displayed the customer's meter reads on the computer screen and asserted that prior to high usage, the water meter would stop for a few hours generally in the wee hours of each morning but that one can see that the periods of water running before stoppage began to be longer as of July 1, 2020 and then, the water meter failed to stop and had continuous registration of water usage between July 3, 2020 and July 4, 2020. Ms. Andrews identified other periods when there was continuous registration of water being used as:

- July 7, 2020 to July 8, 2020;
- July 11, 2020;
- July 19, 2020 to July 23, 2020;
- July 25, 2020 to October 19, 2020.

Referring to the October Water Usage document submitted by him, Mr. Wilson stated that the plumber came out to the building on October 6, 2020 but even after repair of the toilets, water usage at the building stayed high and even increased. He reiterated that on December 14, 2020, a DC Water service technician came out to the property and during the inspection, found the water meter pit full of water and no sound from the water meter.

Looking at the meter reads from the property, the Hearing Officer noted that continuous water usage stopped registering on the water meter on October 8, 2020. Ms. Arrington, then, pointed out that on October 8, 2020 usage stopped registering on the water meter between Midnight and 1:00 a.m. for 2 hours but restarted on October 8, 2020 at 2:00 a.m. and ran continuously thru January 10, 2021 when it stopped between 4:00 a.m. and 5:00 a.m.

Ms. Andrews inserted that the meter reads from the property do show some decline in

water usage after the toilets were repaired. Ms. Arrington stated that the read data reflects that continuous water usage is occurring after a new water meter has been set at the property. She stated that the continuous usage occurred on February 16, 2021.

The Hearing Officer noted that the meter read data reflects continuous water usage occurring at the property on the date that the underground inspection took place...the Hearing Officer noted that the service technician reported seeing no registration on the water meter. In response to the Hearing Officer's question, Ms. Arrington stated that the meter reads encompass a one-hour period and are hourly reads.

Ms. Andrews asserted that all tests and checks were inconclusive and, as such, no adjustment is warranted.

Mr. Wilson reasserted that what is occurring at the property does not make sense. He asserted that DC Water cannot verify that the water meter is working. He stated that the water at the property was cut-off on January 14, 2021 for the underground test but the recorded water usage for January 14th was higher than usage on the previous day. He, further, argued that there was no change in water usage at the property after the toilets were repaired and there should have been a reflected change in water usage after the toilets were repaired.

Both sides agreed that it appeared appropriate to have another underground test performed at the property. The parties jointly requested a continuance of the hearing to allow for a second underground test. April 6, 2021 was identified as the date to resume the hearing. DC Water declared that an underground test would be performed on April 5, 2021. Accordingly, the Hearing Officer granted the request for a continuance and ordered that this matter be set to resume hearing at 9:00 a.m. on April 6, 2021.

April 6, 2021 Hearing.

Present for hearing were: Joshua Wilson; as well as, Arlene Andrews, Kimberly Arrington, and Nakeysha Minor on behalf of DC Water.

Ms. Andrews reported that the Work Order History Report of April 5, 2021 reflected that no leaks were found on the service and that a leak was on the customer's side. She, further, read that Mr. Wilson refused to sign the Notice to Make Repairs. Ms. Andrews referred to D.C. Municipal Regulation 21 DCMR §111.3 (2014) stating that the service technician checked the water pipe/valve and found the leak to be beyond the property line and, as such, it is the responsibility of the property owner to make repair. She stated that the owner has 14 days to repair the leak. She, further, stated that DC Water will adjust the customer's account by 50% of excessive water and 100% for sewer charge if the customer provides the utility with a plumber's

report reflecting repair by a licensed plumber.

Mr. Wilson asserted that the service technician did not write down how he determined that the leak was on the owner's side. Mr. Wilson stated that the service technician just made an assumption because the water meter stopped moving. He added that he also checked the property at 2650 Q St SE and the water meter is not giving registration.

Mr. Wilson testified that he turned the water off at the property and the meter stopped. He stated that because the meter stopped when the water was turned off, it was determined that the meter was functioning properly. He pointed out that water usage at the property has been declining since the meter change.

Mr. Wilson stated that the service technician arrived at the property at 8:59 a.m. but left. Mr. Wilson stated that his property manager arrived at the property at 9:30 am and Wilson, himself, arrived at 9:45 am. Mr. Wilson stated that he cut the water off at the property at 10:00 am but the water meter continued to register water being used between 10:00 am. and 11:00 am. According to Mr. Wilson, the water remained turned off at the property past 11:00 am. Mr. Wilson testified that the service technician returned to the property at Noon and the water was off for 15 min.

Mr. Wilson added that the meter was changed February 4, 2021.

Ms. Andrews stated that the water meter is showing continuous water usage.

Ms. Arrington stated that an underground does not repair itself and when a service technician sees something on the private side, the technician will note it on the form that it's underground. She stated that, here, the leak is probably internal because the technician did not specify underground. Ms. Andrews added that when the meter is turned off, if registration continues, then, that tells if the leak is on private property or underground side.

Mr. Wilson asked where the water meter is located, i.e., where does the private property begin. He asserted that the water meter for the property is on the street side of the grass area after the sidewalk and that the water meter is on public property. Ms. Arrington replied that what is considered private vs. public is determined by the City and the service technician knows better than either she or Ms. Andrews. Mr. Wilson replied that he was just trying to figure out the issue of responsibility and where he is responsible to look for a leak. Mr. Wilson asserted that DC Water cannot guarantee where the leak is at the property.

Ms. Arrington stated that she recommends that Mr. Wilson hire a plumber to look for the leak. Mr. Wilson retorted that in December 2020, the water meter was found not to be working

properly but now the dispute is where the property line is. Ms. Andrews interjected that the water meter was working properly as signified by the meter passing testing. She pointed out that on the first Service Order, there was noted no registration or sound and the technician noted a possible defective meter.

Mr. Wilson asserted that DC Water changed the water meter and that the most important distinction is that during the disputed periods/months, the water meter was not registering, but, now, the new water meter reacts to water being turned off/on. Ms. Arrington asserted that there was registration of the water in December 2020. Mr. Wilson stated how can you receive reads from a meter not giving reads. Ms. Arrington stated that the meter reads were hourly. She asserted that water meters do not fix themselves.

Mr. Wilson argued that both Ms. Andrews and Ms. Arrington are telling him to lean on the experts. His point is that the service technician told him that the meter was not registering.

Ms. Arrington stated that there is a difference in expertise between a service technician and a meter technician. Mr. Wilson retorted that DC Water chose who it would send to the property to do the inspection. Ms. Arrington stated that the service technician referred the case to the Meter Department to determine if the meter was functioning. Mr. Wilson said if the meter was not registering, then, the meter was defective. Ms. Andrews stated that if the water meter was not turned off for entire hour, then, the meter could have registered water during the remainder of the hour.

Mr. Wilson noted that more water registered on the water meter during the last inspection, then, it registered during the 1st inspection at the property in December 2020 over a two (2) hour segment of time.

Ms. Arrington stated that the actual underground inspection in December took 15 minutes and the service technician did not say that the meter was defective but referred the matter to the Meter Section. She added that when a meter top is popped out, there is a re-set button. Mr. Wilson interjected that the service technician did try to re-set the meter and the meter did not start.

Ms. Andrews stated that when a service technician says no registration that means no underground leak and that the water issue is at the property and not on DC Water's side.

Mr. Wilson stated that the difference is between the meters. He stated that the meter at the property before December has been changed and a new meter is working at the property. He asserted that less water is registering on the new meter. Ms. Andrews stated that the peak in water usage was in November 2020 and the water usage decreased in December 2020. Mr.

Wilson stated that the peak in water usage was actually in October 2020 and that usage started going down in November 2020 when the water meter was changed. Ms. Arrington asserted that water usage at the property is now going up compared to the previous bill of February 2021. She noted that the customer's January 2020 usage averaged 20 -25 CCF. Mr. Wilson stated that he disputes Ms. Arrington statement regarding average daily usage at the property prior to the spike in year 2020 and he pointed out that usage had been 15 CCF, 17 CCF and 18 CCF.

Mr. Wilson closed by asserting that DC Water argues that one should lean on the experts. As such, the service technician in December 2020 told him that the water meter was not registering and was defective.

Based upon the evidence and testimony adduced during the hearings held on March 23, 2021 and April 6, 2021, the Hearing Officer makes the following:

FINDINGS OF FACT

1. The property involved is a six (6) unit apartment building. (Testimony of Joshua Wilson)
2. The period in dispute is June 20, 2020 to September 22, 2020. (Testimony of the parties)
3. The customer noticed an increase of bill charges on the July 2020 bill statement and the charges continued to increase in subsequent bill periods. (Testimony of Joshua Wilson)
4. The customer had a plumber inspect the property for leaks and plumbing issues on October 6, 2020 and as a result of the inspection, three (3) faulty toilets were found. (Testimony of Joshua Wilson; Magnolia Plumbing Heating Cooling- report dated October 6, 2020)
5. The customer authorized repair of the faulty toilets and the toilets were repaired. (Testimony of Joshua Wilson; Magnolia Plumbing Heating Cooling- report dated October 6, 2020)
6. The customer realized no appreciable decline in water and sewer charges following the repair of the identified faulty toilets. (Testimony of Joshua Wilson)
7. DC Water issued its investigation results and determined that the charges were valid and no adjustment was warranted because of the existence of the three (3) faulty toilets as found by the customer's plumber. (Testimony of Joshua Wilson)
8. The customer complained that the water consumption remained high despite the toilet repair and DC Water conducted an underground inspection at the property on December 14, 2020 during which the service technician heard no sound on the service and did not observe registration on the water meter but referred the matter to the Meter Services Department to replace a possible defective water meter. (DC Water Service/ Work Order History Report dated December 14, 2020)
9. The service technician conducting the underground inspection told the customer that the water meter was defective, however, in writing the report, the service technician wrote

- that the meter was possibly defective. (Testimony of Joshua Wilson; testimony of Arlene Andrews; DC Water Service /Work Order History Report dated December 14, 2020)
10. During the underground inspection, the customer observed that the water meter pit was full of water and he saw no registration on the water meter dial. (Testimony of Joshua Wilson)
 11. According to the customer, the service technician attempted to re-set the water meter using a re-set button on the water meter after the meter lid was popped open, however, the water meter did not start. (Testimony of Joshua Wilson)
 12. DC Water pulled and tested the water meter and the meter was determined to have 100.41% accuracy. (Testimony of Arlene Andrews; DC Water Meter Test Results)
 13. As part of its investigation of the bill charges, the utility found no meter misread or faulty calculation of the bill charges. (Testimony of Arlene Andrews)
 14. The utility presented AMR meter reads from the property reflecting the gradual and progressive increase in reported water consumption at the property starting in the later part of year 2019, excepting declines in usage in March 2020, May 2020, and June 2020. The water usage significantly rose in July 2020, spiked in August 2020 and continued to increase until it began to decline in November 2020. The meter read data reflects a decline in reported water usage following the October 2020 repair of the toilets, however, the reported water consumption while on a downward trend remains above historical use level for the property. (Testimony of the parties; AMR reads)
 15. The meter reads from the property reflected a pattern of water use stoppage for a few hours within each 24-hour read period prior to June 2019, however, starting in July 2019 the length of water use stoppage started to decrease and there were longer periods of continuous water usage reflected in the meter reads. (Testimony of Arlene Andrews; AMR reads)
 16. Water usage at the property was continuous during several periods of days in the month of July 2020 and then, progressed to continuous water consumption from July 19, 2020 to July 23, 2020 and, again, from July 25, 2020 to October 7, 2020. (Testimony of Arlene Andrews; AMR reads)
 17. After the water meter was pulled for testing and a new meter installed at the property, continuous consumption of water is reflected in the meter reads from the property. (Testimony of Kimberly Arrington)
 18. DC Water conducted a second underground inspection at the property on April 5, 2021 and no leak was found on the service. The service technician shut off the service valve and registration at the meter stopped. The service technician determined that the leak was beyond the property line. The service technician attempted to issue a Customer Compliance Notice, however, the customer refused to accept/sign the notice.
 19. The water meter is located in the grassy area opposite of the sidewalk with the water service pipe extending under the sidewalk to the property line and continuing to the private property pipe. (Testimony of Joshua Wilson; drawing of "Understanding Your

- Water Service Pipe” submitted during the hearing)
20. Pursuant to the April 5, 2021 underground inspection, the service technician did not write that an underground leak was detected. (Testimony of Arlene Andrews; DC Water Service/Work Order History Report dated 4/5/2021)
 21. Water usage at the property remains higher than normal and evidence of continuous water usage is seen in the AMR read log for the property. (Testimony of Kimberly Arrington)
 22. Neither DC Water representative at the hearing could testify as to the line of demarcation between public vs. private property on the water line serving the customer’s property. (Testimony of Kimberly Arrington)
 23. The District of Columbia determines what is private/public land and according to Ms. Arrington, the DC Water service technicians know better than either her or Ms. Andrews. (Testimony of Kimberly Arrington)

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. The General Manager shall investigate the cause and location when notified of the possibility of leaks. If the investigation discloses a leak, other than a meter leak, of

indeterminate location in the underground service, or at some other location where the leak is not apparent from visual or other inspection, the General Manager shall determine whether the leak is on the public space, on private property, or on property that is under the control of the occupant. (See, 21 DCMR §407.3)

5. If the underground leak is determined to have been caused by DC Water or is determined to be in public space, DC Water shall repair the leak and the customer's bill shall be adjusted to equal the average consumption of water at the property for up to three (3) previous comparable periods. If the leak is determined to have been caused by the owner or occupant, no adjustment shall be made. (See, 21 DCMR §407.4)
6. If the underground leak is determined to be on private property or on property that is under the control of the owner or occupant, the owner or occupant shall repair the leak and, at the discretion of the General Manager, based upon certain criteria, DC Water may adjust the customer's bill(s) for the periods during which the leak occurred by an amount not to exceed 50% of the excess water usage over the average consumption of water at the same premises for up to three (3) previous comparable period for which records are available. The General Manager also has discretion to adjust up to 100% of the sewer charges resulting from the underground leak if water from the leak did not enter the sewer system. (See, 21 DCMR §407.5)
7. If the Department determines that the leak is not the responsibility of the District, the property owner shall be notified and shall be responsible for having the leak repaired by a registered master plumber at the owner's expense. 21 DCMR §111.3
8. Gatewood v. DCWASA, 82 A.3d 41, D.C. Court of Appeals, 2013- once a customer establishes a prima facie case, the burden of evidentiary production shifts to DC Water and the utility has an obligation to launch the kind of investigation required to get to the bottom of unusual water usage situations when the utility has the opportunity and expertise that a customer does not.

DECISION

The customer in this matter experienced a progressive and significant increase in water consumption at the property extending over several periods of time. Based upon the evidence and testimony adduced during the hearing, the cause of the increased water consumption was not due to one plumbing problem. When the customer, initially, addressed the issue of what could be causing increased water consumption at the property, he hired a plumber and three (3) faulty toilets were identified and repaired. While water consumption at the property did decline following repair of the defective toilets, water consumption remains significantly high. As such, repair of the toilets was not the total solution to the customer's water consumption problem. DC Water conducted an underground inspection at the property and the service technician reported hearing no sound on the service and seeing no registration on the water meter. The service technician, also, put in for replacement of the water meter at the property citing on the service

report that the water meter was possibly defective. According to the customer, the service technician conducting the underground inspection told him that the water meter was defective and the customer testified to seeing the meter pit filled with water and no registration on the water meter.

DC Water conducted its checks and tests, including a meter test of the water meter, and determined that the water meter was functioning within proper accuracy standards, that there were no misreads or faulty calculation of the charges and, because faulty toilets had been found at the property, no basis existed to adjust the customer's account.

Because water consumption at the property remained high despite the toilet repairs and the utility's checks and testing of its equipment, the parties agreed that a second underground leak inspection was appropriate and warranted. Based upon the second underground leak inspection, the service technician wrote that there was no leak on the service and that a leak was beyond the property line for which the customer was responsible. The DC Water service technician did not note the existence of an underground leak or that no underground leak was detected. DC Water placed the onus upon the customer to find what is causing the increased water consumption on the property and repair the problem.

DC Water is not responsible for water consumption occurring on a customer's property. The applicable regulations allow for some relief to a customer who experiences increased water consumption due to leaks not visible to the naked eye, but, ultimately, the property owner is responsible for water consumption occurring at the property. This concept is recognized by the rule that if an owner fails to pay the water and sewer bill(s), DC Water has the right to place a lien against the property. (See, 21 DCMR §427) If there is an underground leak on public property causing increased water usage reflecting on a customer's account, DC Water is responsible for repair of the underground leak unless the customer caused the leak/ (See, 21 DCMR 407.4)

The issue in this case is that the location of the leak remains unclear and whether DC Water should repair or if the customer should repair the leak once the leak is found.

The customer testified that the water meter servicing the property is located in the grass on the other side of the sidewalk. During the hearing, a picture was presented showing the public space pipe extending from the street thru the grass opposite the sidewalk extending on pass the sidewalk to the customer's property line. The depiction showed the private property pipe, point of entry into the building and the shut off valve.

During the hearing, when the customer asked where his responsibility to repair began and the utility's responsibility ends and the representatives of the utility at the hearing were unable to

respond stating that the City determines the property line and that the service technician knows better than the hearing representatives. The service technician, in this matter per the April 5, 2021 underground inspection, however, failed to clarify if the leak was an underground leak or if the leak was inside of the building. It is ambiguous what the technician was reporting by writing that there was no leak on the service but, then, stating that the leak was beyond the property line. Based upon the evidence presented the water meter does not sit on the customer's property and the from the water meter, the water service pipe runs thru public space for an extended area before crossing the property line and reaching the private property pipe.

The customer established a prima facie case that he found defective toilets at the property and had the toilets repairs. He testified that he thought the toilet repairs would have solved the problem of excessive water usage but it did not. DC Water's 1st underground inspection in December 2020 concluded no leaks but a possible defective water meter. The utility changed the water meter and high-water usage continued at the property. The 2nd underground inspection at the property on April 5, 2021 determined that a leak exists. The technician wrote that the service valve was shut off and registration at the meter stopped. The testimony and evidence established that the water meter was located on public property and the customer testified that the meter continued to run. The evidence is muddled regarding whether the technician found the leak by turning off the service valve at the meter or if the leak was found by turning off the shut-off valve at the building.

In the case of Gatewood v. DCWASA, supra., the issue was did a customer have to prove that a water meter malfunction caused a bill to be wrong. The Court held that when the utility had the expertise, ability and opportunity to investigate the cause of excessive water usage, the responsibility rests with the utility and not the customer to determine the cause. The court held that the utility had to test the water meter to rebut the customer's position that he had not used the water as charged. The Hearing Officer finds an analogy in this case to the Gatewood case. Here DC Water, having conducted an underground inspection, failed to rule out the existence of an underground leak and merely told the customer that the leak was beyond the property line. The customer is left not knowing if the leak is underground between the meter and his building and as such, crossing under the sidewalk since the meter is situated in the grass opposite the sidewalk or if the leak is somewhere inside the building. The customer asked where does his responsibility start regarding repairing a leak and where does the utility's responsibility to repair end. During the hearing, the utility's representatives could not answer the customer's question regarding where the property line was, where the leak was or what the service technician meant in stating that the leak was beyond the property line if the service line extends across public space and private space.

The Hearing Officer finds it reasonable that the utility investigates and be able to say, at minimal, if the leak is underground on the customer's property and not inside of the building or

that the leak is not an underground leak and, clearly, the responsible of the property owner to find and repair because it is inside of the building. If the leak is an underground leak, then, further clarification is due from the utility as to leak location so as to avoid the customer attempting to find a leak that the utility has the ability to investigate and determine location.

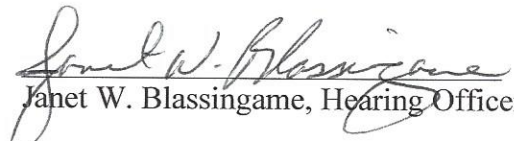
In this case, the customer has a duty to repair an underground leak determined to exist on his property or if the leak is not visible to the naked eye within the building. After repair is made, the customer may request an adjustment of the account as authorized within the discretion of the DC Water General Manager.

The utility proved that the water meter placed at the property in November 2020 was functioning. The utility failed to rebut the customer's position that the continuing excessive water usage was not due to leaks and/or plumbing defects within his building or on his property.

Accordingly, it is the determination of the Hearing Officer that DC Water shall further investigate this matter and determine where the leak is located by either ruling out the existence of an underground and definitively declaring that the leak is within the building or determining that the leak is an underground leak and pinpointing the location of the underground leak so that the customer is not engaged in an underground leak hunt.

Based upon the evidence and testimony presented, it is impossible to prorate excessive water consumption caused by the faulty toilets found to have existed and the continuing excessive water consumption due to a leak whose location remains unidentified. If DC Water rules out the existence of an underground leak, then, the customer is responsible in totality for payment of the excessive water consumed. If the leak is determined to be beyond the water meter but before private property, DC Water must repair the underground leak and the customer is relieved of liability for the excessive water. If the leak is found to exist underground but, on the customer's, controlled property, the customer is responsible for repair but can request an adjustment of 50% of the charge caused by the excessive water. DC Water is directed to continue to suspend the bill in dispute until the determination is made as to the location of the leak and not to bill the customer for excessive water use until the utility has completed its further investigation of the cause of the excessive water usage. During this interim pending determination of the leak location, DC Water shall bill the customer based upon historical usage. If DC Water determines that no underground leak exists, the customer shall be responsible for the excessive usage.. If the utility determines that there is an underground leak and the leak is on the public side, the utility shall repair the underground leak. If the utility determines that there is an underground leak on the private property of the customer, the utility shall inform the customer of the leak location and the customer shall be responsible for the repair and if done by a licensed plumber, the customer may submit a request for adjustment of charges.

Based upon the foregoing, the determination of DC Water that the charges are valid and no basis exists for adjustment of the customer's account is held in ABEYANCE pending further investigation by DC Water. Upon completion of the utility's investigation of the leak location, the customer shall be billed accordingly. If the customer disputes the findings of the investigation and requests a further hearing in this matter, the utility shall accept his request and scheduled a further hearing.


Janet W. Blassingame, Hearing Officer
Date: May 12, 2021

Copy to:

Mr. Joshua Wilson
2830 R St. LLC
10001 Georgetown Pike, Unit 1039
Great Falls, VA 22066-8048

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

IN RE: [REDACTED]
[REDACTED] Kilbourne Place, NW
Washington, DC 20010

Account No: [REDACTED]
Case No: 21-203892

Amount in Dispute: \$1,134.23

Before Janet W. Blassingame, Hearing Officer
March 30, 2021

The customer contested a water and sewer bills for the period of time September 25, 2020 to October 28, 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 set for a remote hearing on March 30, 2021. Present on-line for the hearing were: [REDACTED] and [REDACTED]; as well as, Arleen Andrews and Kimberly Arrington on behalf of DC Water.

The property involved is a three (3) unit row house. The basement and 1st floor units, each, have one bathroom and a kitchen. The second-floor unit has two (2) bathrooms and a kitchen. All units have a washing machine and dishwasher. The house has radiator heating and there is one outside faucet. Ms. [REDACTED] stated that the basement unit was not occupied during the period at issue and that the four (4) students who occupy the second-floor were in and out of residence due to the Covid-19 Pandemic. Historically, the water and sewer bill has ranged between Two Hundred Dollars (\$200.00) and Two Hundred Seventy-five Dollars (\$275.00) per billing cycle.

Ms. [REDACTED] stated that when she telephoned DC Water regarding her bill, she was told that the MTU (meter transmittal unit) was not working at the property and that a meter inspection would be performed by DC Water. She, further, stated that she was told that because the MTU was not working, the utility was unable to send high-water usage alerts or identify daily usage at the property. Ms. [REDACTED] stated that the service representative did not tell her when the MTU stopped working at her property. Ms. [REDACTED] stated that the service representative told her to check the toilets in the property.

Ms. [REDACTED] testified that there were no leaks and she was unaware of any plumbing issues at the property. Mr. [REDACTED] testified that he performed dye tests in the toilets and detected no problems with the house toilet. He stated that he performed the dye tests right after DC Water was contacted regarding the high bill. He, also, stated that the tenants were emailed and asked whether they knew or were experiencing any plumbing problems and the tenants

responded that there were no problems.

Ms. [REDACTED] stated that following the high bill in dispute, the subsequent water and sewer bills were:

12/9/2020	\$88.64
12/31/2020	\$141.83

And that the bill preceding the bill being contested was in the amount of \$212.61 for the bill dated 9/25/2020.

Ms. [REDACTED] complained that DC Water's technician never rang the doorbell when at the property to inspect the meter but the utility told her that the meter was fine.

Ms. Andrews stated that the billing was based upon an actual meter read done by a service technician who came to the property. She explained that the technician utilizes a hand-held device to transmit the meter read. Ms. Arrington interjected that the meter read is taken at the customer's property and transmitted to a tower. Ms. Arrington stated that she was not sure why the MTU was not transmitting from the property. She testified that the MTU stopped transmitting as of March 24, 2020 and that for the seven (7) months that the MTU was not transmitting, a service technician came to the property each month to obtain the meter read.

Ms. Andrews testified that DC Water replaced the MTU at the property on November 16, 2020. She stated that, prior to [REDACTED]'s call to DC Water regarding her bill, DC Water's Billing Department had done a Work Order to verify the meter read. She stated that DC Water did verify that the meter read was in-line. She stated that the AMR reads are restored and the customer's water usage is normal without spike or continuous usage.

Ms. Arrington interjected, however, that as of this month of March 2021, she sees 1 or 2 spikes in water usage at the property. Ms. [REDACTED] asked Ms. Arrington why she has not received any alerts from DC Water that high water usage is occurring at the property. Ms. Arrington replied that the threshold for receiving an alert of high-water usage is currently set at 6x normal usage regarding Ms. [REDACTED] account and she would suggest that Ms. [REDACTED] lower the alert threshold. Ms. Arrington stated that the customer's normal daily usage ranges between 150 – 314 gallons but on March 18th, the customer's usage was over 800 gallons and on March 5th, the customer usage was 478 gallons. Ms. Arrington stated that, prior to March 2021, the customer's water usage had been normal. Ms. [REDACTED] stated that she had her bricks clean on March 18th which would account for increased water usage on that day.

Ms. Andrews testified that DC Water tested the water meter from the property and the water meter was determined to have 1-1.17% accuracy. Ms. Andrews explained that DC Water follows the standards set by the American Water Works Association and for water meters, the

acceptable accuracy range is 98.5% to 101.5%.

Ms. Andrews testified that, because the customer's water usage returned to normal after the spike, DC Water determined that an underground inspection was not necessary. She stated that if an underground leak had caused the high-water usage, the usage would have remained high until the leak was repaired. Ms. Andrews testified that DC Water's investigation of the charges revealed no overread of the water meter and no faulty computation of the bill. Ms. Andrews concluded that based upon the investigation findings, no adjustment of the customer's bill is warranted because all checks and tests were inconclusive of the cause of the excessive usage.

Ms. ██████ asserted that if DC Water was aware that the MTU was not working at the property, why wasn't the MTU repaired, as opposed to, the utility waiting until the customer complained of a high bill. Ms. Arrington responded that she was not sure why the MTU was not working. She stated that if a service technician gets a high-water usage read, the technician puts in a Work Order to verify the high meter read.

Ms. ██████ complained that because the MTU was broken, no one can tell the specific days when the high-water usage occurred. Ms. Arrington stated that they know that the high usage occurred during the September-October billing cycle. She stated that even though the MTU was not working, the water meter was functioning properly. Ms. Arrington acknowledged, however, that DC Water was unable to determine if the high usage occurred on one day or over a period of time. Ms. ██████ reasserted that nothing was going on at the property to cause high water consumption during the period in dispute and, in fact, there were less people occupying the property at that due to the covid virus. She reasserted that there were no leaks. She pointed out that DC Water failed to perform any tests to determine the cause of the spike.

Ms. Arrington stated that there are multiple reasons which could cause high usage at a property.

Ms. ██████ stated that she has never had any water and sewer bill so high, even when she has had a broken toilet. She asserted that she thinks was amiss and that DC Water has a responsibility to maintain its equipment.

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 three (3) unit row house owned by Linn Meyers.

(Testimony of ██████████)

2. The period in dispute is September 25, 2020 to October 26, 2020. (Testimony of the parties)
3. Sometime between September 2020 and October 2020, an excessive amount of water registered on the water meter at the property. (Testimony of Kimberly Arrington)
4. DC Water had not received transmitted meter reads from the property since March 24, 2020 when the MTU stopped transmitting. (Testimony of Kimberly Arrington)
5. Because the MTU was not functioning, the utility lacked the ability to alert the customer of high-water usage occurring at her property and as such, the customer did not receive from the utility a high usage alert. (Testimony of Arlene Andrews)
6. From March 2020 when the MTU stopped transmitting, DC Water sent a service technician to the property each month to obtain a meter read for billing purposes until transmitted meter readings were restored in November 2020. (Testimony of Arlene Andrews and Kimberly Arrington)
7. When the service technician obtained the reading that high water usage had occurred at the property, a Work Order was generated by the Billing Department of DC Water to verify the meter reading before billing the customer. (Testimony of Arlene Andrews)
8. Because the MTU was not transmitting from the property when high water usage registered on the water meter, DC Water is unable to pinpoint the specific day/time of occurrence of the excessive consumption. (Testimony of Kimberly Arrington)
9. DC Water tested the water meter and the meter was determined to have 101.17% accuracy. (Testimony of Arlene Andrews)
10. DC Water ruled out the existence of an underground leak as a possible cause of the excessive water usage because water usage at the property returned to within normal range in November 2020 and remained within normal range until March 2021. (Testimony of Arlene Andrews and Kimberly Arrington)
11. The customer was unaware of any leaks or plumbing issues existing at the property during the period in dispute. (Testimony of ██████████)
12. The customer's tenants were surveyed as to any leaks or plumbing problems and the tenants responded that there were no problems. (Testimony of ██████████)
13. Dye tests were performed in the toilets at the property and no leaks were revealed. (Testimony of ██████████)
14. DC Water replaced the defective MTU on November 16, 2020 and since the replacement, the utility has received transmitted meter reads from the property. (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. Meters are to be read quarterly or at such other times as the General Manager shall determine. (See, 21 DCMR 308.1 and 309.1)
 3. 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 for that interval. (See, 21 DCMR 308.4)
 4. 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.
 5. 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

Unfortunately, the MTU, a device resting upon the water meter which transmits meter readings for billing purposes to DC Water, stopped working at the property and had been inoperable for six (6) months before high water usage registered upon the customer's water meter. On DC Water's part, the utility sent a technician on a monthly basis to obtain a water meter read so that the customer could be billed for water and sewer service. While the utility had the ability to bill the customer for water usage, it lacked the ability to monitor the customer's water usage and it could not alert the customer that high water usage was occurring at the property. As such, DC Water did not know that high water usage was occurring at the property until its technician came to the property to obtain a meter read and the customer did not know that high water usage had registered on her water meter until the customer received a bill from

the utility. Ultimately, the utility replaced the defective MTU and meter read transmissions from the property were resumed, but, not before the incident of high-water usage having registered on the customer's water meter and the customer's being billed for such.

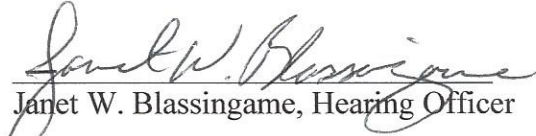
The testimony and evidence established that excessive water usage registered on the water meter at the property sometime between October and September- the period in dispute, and, then, usage returned to normal. By the time the customer received her bill statement from DC Water, whatever caused the high-water usage registration had stopped because the customer could not detect anything wrong at the property and dye tests did not reveal any leaks in the toilets after the customer had the bill in hand. The customer testified that she was not aware of anything being amiss at the property during the period in dispute and she asked her tenants if anything was wrong in their unit and the tenants replied in the negative. The customer established a prima facie case that the billing was most likely wrong or she should not be held responsible for payment. DC Water, however, rebutted the customer's case in several ways and ultimately, the weight of evidence favors the utility that the billing is correct and no basis exists to relieve the customer of an obligation to pay the bill.

DC Water tested the water meter and the meter was determined to be functioning within an appropriate range of meter accuracy. The utility was able to rule out the existence of an underground leak as a possible cause of the excessive water consumption based upon the fact that the usage returned to normal range without the necessity of repairs being performed. The utility, further, verified the meter read taken and checked its calculation. Lastly, but most importantly, the utility sent a technician to read the water meter at the property and had been doing so each month to obtain a meter read upon which to bill the customer for usage. Pursuant to the regulations, DC Water must read a water meter on a quarterly basis. (21 DCMR 308.1 and 309.1) If the MTU had been working, the utility would have been receiving hourly or daily reads but, in this instance, it had a monthly read. If the utility had not sent a technician to read the water meter, then, pursuant to regulation, the customer would have billed based upon average previous usage history. (See, 21 DCMR 308.4) But the utility has a right and obligation to bill its customers based upon usage and in this instance, the utility obtained the water usage read and billed the customer accordingly.



There is no denial that the customer did not know of anything amiss at her property and because the MTU was not working, she had no opportunity, due to lack of an alert, to be warned of what was occurring at the property in terms of excessive water usage. Had the customer received an alert, the customer may have found the cause of the excessive water being used and mitigated the loss of water. An alert, however, is a curtesy by the utility provided to DC Water customers and, for whatever reason, an alert might not be sent, the property owner is responsible for water used. The fact that the utility does not send an alert to a customer does not transfer from the customer to the utility responsibility for the excessive water used. Unless the cause of the excessive water use was due to DC Water's equipment, the property owner is not relieved of liability for water used at his/her property.

DC Water has shown that its meter was operating appropriate, that it substituted a live service technician reading the water meter when transmitted meter reads were unavailable and that the excessive usage was not the result of an underground leak, It remains unclear what caused the excessive water usage at the customer's property but it is clear that DC Water neither caused the excessive usage nor is it responsible for the excessive water used. Pursuant to 21 DCMR 408, wherever tests and checks fail to unearth or are inconclusive as to the cause of excessive water usage at a property, DC Water does not adjust the customer's account for the excessive usage.

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


Janet W. Blassingame, Hearing Officer
Date: May 12, 2021

Copy to:

Ms. 
 Kilbourne Place NW
Washington, DC 20010

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

IN RE: [REDACTED]
[REDACTED] Bellevue Ter, NW
Washington, DC 20016

Account No: [REDACTED]
Case No: 21-83718

Dates and Amounts in Dispute:
5/2/2020 to 6/1/2020 = \$516.11
6/2/2020 to 7/1/2020 = \$475.87

Before Janet W. Blassingame, Hearing Officer
April 6, 2021

The customer contested water and sewer bills for the period of time May 2, 2020 to July 1, 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 set for a remote hearing on April 6, 2021. Present on-line for the hearing were [REDACTED], Arlene Andrews and Nakeysha Minor on behalf of DC Water. Fatima Black, DC Water, was observing only.

The property involved is a semi-detached rowhouse having three and one-half (3 ½) bathrooms, one and one-half (1 ½) kitchens, radiators, two (2) dishwashers, two (2) washing machines, and one outside faucet. Mr. [REDACTED] stated that he has lived in the house for four (4) years along with his wife and two (2) sons. Historically, the water and sewer bill has ranged between \$130.00 - \$175.00 per billing cycle.

The customer stated that nothing special was going on within the home during the periods in dispute. He stated that he is a stay-at-father and his wife is a surgeon.

Mr. [REDACTED] testified that he contacted DC Water regarding his bill and was told that the household was using 1000 gallons of water per day. Mr. [REDACTED] testified that he looked around the house and saw nothing amiss. He stated that he has a background in construction. Mr. [REDACTED] stated that he was told by DC Water that the utility was not conducting interior inspections due to the Pandemic and that he should hire a plumber to inspect the property for leaks and plumbing issues. Mr. [REDACTED] stated that he had A & R Plumbing out to the home on June 19, 2020 and no leaks or water issues were found.

Mr. [REDACTED] complained that he has telephoned DC Water many times regarding his dispute.

The customer stated that water usage at the home was back to normal as reflected on the

August 2020 bill which was in the amount of \$178.00. Mr. [REDACTED] asserted that no repairs had been made at the property and there had been no changes in routine or occupancy to account for a change in water consumption.

Ms. Andrews testified that the meter reads from the property were actual and had been transmitted by signal on an hourly basis. She stated that a water meter only advances when water is being used.

Ms. Andrews testified that DC Water tested the water meter from the property and the meter was determined to have 100.89% accuracy. She explained that DC Water follows standards established by the American Water Works Association which sets acceptable meter accuracy as being 98.5% to 101.5%.

Ms. Andrews pointed out that the plumber's report submitted by the customer was dated June 19, 2020 and that water consumption at the property went back to normal on the same day that the plumber was at the property.

Ms. Andrews testified that DC Water sent a HUNA alert (high water usage notification) to the customer on May 17, 2020 and that the spike in water usage occurred at the property between May 8, 2020 at 8:00 pm and June 19, 2020 at 1:00 pm.

Ms. Andrews stated that the utility's investigation of the charges revealed no overread of the water meter or that the water meter was faulty. She pointed out that the meter passed testing. Ms. Andrews asserted that when all tests and checks are inconclusive regarding the cause of excessive water usage at a property, the utility does not adjust the account. She cited 21 DCMR 408.1 as the municipal regulation supporting her conclusion.

Mr. [REDACTED] stated that he sent the plumber's report to DC Water on June 19, 2020 at 2:16 pm.

Ms. Andrews stated that DC Water does not give relief from excessive water usage when the usage is caused by a fixture leak. She clarified, however, that a customer may be granted a 50% adjustment if a leak is found to have been in a wall or crawl space. Ms. Andrews suggested that the plumber or someone may have touched a struck toilet flapper during the plumbing inspection and in so doing, stopped the leak if the leak was caused by a toilet flapper.

Mr. [REDACTED] stated that the leak could have been at the water meter.

Ms. Andrews retorted that she only knows that the leak stopped on the day of the plumber being at the house but the plumber did not report finding anything wrong. She asserted that she cannot tell the customer what the plumber did or might have done for she can only go by what is reflected in DC Water's system and that indicates that whatever was causing the increased water usage was controlled at the property.

Ms. [REDACTED] stated that he looked for two (2) weeks for a water problem at the property. He stated that the only thing that he failed to check was the house water valve.

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 semi-detached rowhouse occupied by [REDACTED] and his family. (Testimony of [REDACTED])
2. The period in dispute is May 2, 2020 to July 1, 2020. (Testimony of the parties)
3. DC Water sent the customer a high-water usage alert notification on May 17, 2020. (Testimony of Arlene Andrews)
4. The customer inspected the house for leaks and plumbing issues and found nothing amiss. (Testimony of [REDACTED])
5. There was a significant increase in water usage at the property starting May 8, 2020 at 8:00 pm and ending June 19, 2020 at 1:00 pm. (Testimony of Arlene Andrews; DC Water AMI reads/meter read log)
6. A plumber inspected the property for leaks and water issues on June 19, 2020 and reported finding no leaks in the bathrooms or at the water meter. (Testimony of [REDACTED]; A&R Plumbing report dated 6/19/2020)
7. Water registering on the water meter at the property returned to within normal range of usage on June 19, 2020. ((Testimony of Arlene Andrews; DC Water meter read log)
8. DC Water tested the water meter and the meter was determined to have 100.89% accuracy. (Testimony of Arlene Andrews; DC Water Meter Test Results)

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. The repair of leaking faucets, household fixtures, and similar leaks, and the repair of malfunctioning water-cooled air conditioning equipment, are the responsibility of the owner or occupant. (21DCMR 406.1)

DECISION

The customer in this matter failed to meet his burden of showing by a preponderance of the evidence that more likely than not the disputed bills were incorrect or for some other reason, he should not be held responsible for payment.

The customer testified that he inspected his property for leaks and plumbing issues and found nothing wrong. He further testified that he hired a plumber to inspect the property and the plumber found nothing wrong. The customer submitted a plumber's report in which the plumber stated that no leaks were found in the bathrooms and that the plumber found no leak at the water meter. The plumber's report was dated June 19, 2020.

DC Water presented testimony that it sent the customer a high-water usage alert notification on May 17, 2020.

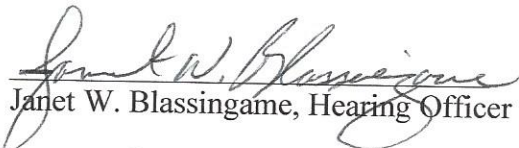
DC Water investigated the customer's challenge by verifying the meter read and testing the water meter. The utility determined that there was no meter overread and that the water meter was functioning. The utility provided its meter test results which reflected that the water meter had 100.89% accuracy. The utility, further, was able to pinpoint, using meter reads from the property, when the increased water usage began and when it stopped- May 8, 2020 at 8:00 pm and June 19, 2020 at 1:00 pm. The utility, also, pointed out that the excessive usage stopped on the day that the customer had a plumber at the property. It was speculated by the DC Water representative that the cause of the excessive water usage was due to a toilet flapper which may have struck and been dislodged during the plumbing inspection, thus, causing the high-water usage to stop and return to normal. Ms. Andrews could not determine exactly the cause of the high-water usage but she did determine that it was controlled within the house because the usage stopped.

The speculation was that the excessive usage was caused by a toilet. and while the utility could not show a toilet to be the culprit, toilet leaks, as well as, any interior fixture which causes excessive water usage within a home provides no basis for relief. (See, 21 DCMR 406.1) In this

case, the excessive usage coincidentally stopped on the day of the plumber's visit to the property. The plumber reported not finding any bathroom leaks. The plumber, also, reported that there was no meter leak. As the utility was able to show that its water meter was functioning accurately, its meter reads and billing was correct, as well as, that its alert system worked by sending an alert to the customer regarding high water usage occurring at the property, it is the determination of the Hearing Officer that the customer lacked the ability to overcome the utility's position that he was responsible for the water usage that occurred at the property.

Pursuant to 21 DCMR 408, when the cause of excessive water usage is not found by checks and tests and thereby inconclusive, DC Water does not adjust a customer's account for the excessive water.

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


Janet W. Blassingame, Hearing Officer
Date: May 12, 2021

Copy to:

Mr. [REDACTED]
[REDACTED] Bellevue Terrace NW
Washington, DC 20016

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

IN RE: [REDACTED]
[REDACTED] 14th Street, NW
Washington, DC 20011

Account No: [REDACTED]
Case No: 21-204228

Amount in Dispute: \$462.62

Before Janet W. Blessingame, Hearing Officer
April 6, 2021

The customer contested a water and sewer bill for the period of time May 2, 2020 to July 1, 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 set for a remote hearing on April 6, 2021. Present on-line for the hearing were [REDACTED], as well as, Arlene Andrews, Kimberly Arrington and Nakeysha Minor on behalf of DC Water.

The property involved is a single-family home having two (2) bathrooms, one kitchen, and one outside faucet. Ms. [REDACTED] stated that she lives in the home with her 14-year-old son and that she has lived in the home for the past 15 years. She stated that her water and sewer bill, typically, is in the range of \$74.00 to \$98.00 each billing cycle.

Ms. [REDACTED] testified that, during the period in dispute, there was nothing happening within her house. She stated that there were people working outside in the street/sidewalk and she stated that there was a big hole in front of her house. Ms. [REDACTED] testified that she did not know what the people were doing but the work took three (3) months. She stated that she saw an orange and white colored D.C. Government truck between Shepard and Taylor Streets.

Ms. [REDACTED] testified that she thought that DC Water sent the wrong bill to her. She added that she is an unemployed single mother who has always been responsible and paid her bills. Ms. [REDACTED] testified that when she first telephoned DC Water regarding the bill, she was told that the utility had to change the water meter. Ms. [REDACTED] stated that on her second telephone call to the utility, she was told that the computer made a wrong bill to her. She stated that when she called the utility a 3rd time, she was told to check for leaks. Ms. [REDACTED] proclaimed that each telephone call to the utility resulted in her being given different information.

Ms. [REDACTED] stated that she had a plumbing guy inspect her home and no leaks were found.

Ms. [REDACTED] declared that she does not know what happened to cause such a high bill.

Ms. [REDACTED] stated that DC Water changed the water meter at the house in year 2017.

The customer asserted that everything was OK within her house.

Ms. Andrews stated that the meter reads from the property are actual and that the automated reads are transmitted by signal to the nearest tower on an hourly basis. She asserted that the water meter only advances when water is being used. She also asserted that water meters do not self-repair.

Ms. Andrews testified that DC Water tested the water meter and the meter was determined to have 100.76% accuracy. She explained that DC Water follows the standard set by the American Water Works Association that water meter accuracy is between 98.5% and 101.5%.

Ms. Andrews stated that DC Water is not conducting interior inspections of customer's homes due to the Pandemic.

Ms. Andrews stated that on September 3, 2020, between 5:00 pm and 6:00 pm, 28.37 CCF of water went thru the customer's water meter. Ms. Andrews stated that the customer's water usage returned to normal after 6:00 pm on September 3rd.

Ms. Andrews asserted that DC Water was not in the customer's house vicinity on September 3, 2020. She stated that a contractor, WR Sewer and Excavation was working on the sewer line a block over from Ms. [REDACTED] home on Randolph Street, NW. She stated that the contractor was at [REDACTED] 14th Street and Randolph Street at 10:15 am. Ms. Andrews stated that based upon information from Miss Utility, the contractor was a DC Water contractor working on replacement of sewer and water service. Ms. Andrews stated that the original call date was September 1, 2020. Ms. Andrews presented a diagram showing 14th and Randolph Street and the commercial businesses along the 14th Street corridor going up toward Shepherd Street, NW.

Ms. [REDACTED] interjected that the workers made a big hole in front of her house and there were a lot of trucks.

Ms. Andrews stated that in her research, she only found work being performed a block over from the customer's house.

Ms. Andrews asserted that there was no meter overread or faulty computation. She concluded that because all tests were inconclusive, the adjustment of the customer's account was warranted.

Ms. [REDACTED] stated that she called DC Water regarding her water being dark/dirty and she was told that people were changing pipes. She asserted that she noticed dirty water on three (3) occasions. She also stated that her water came in little bits for a few hours and that one day, her water had a smell and when she called DC Water, she was told that people were working. Ms. [REDACTED] testified that she decided to buy water for cooking and drinking instead of using the tap water. Ms. [REDACTED] stated that she did not see water running or standing outside of her house. She

added that her neighbor did not get an unusually high-water bill as she did. Ms. [REDACTED] stated that she tries to conserve water and she collects water in a rain barrel as well as timing her showers. She asserted that she knows something wrong happened outside on the street of her house. She added that they are not a big family.

Ms. Andrews stated that she sees no calls to DC Water by the customer regarding discolored water/water smell. Ms. [REDACTED] reasserted that she called DC Water regarding the color of the water and smell of her water and she testified that the phone numbers that she called were [REDACTED] and [REDACTED]. Ms. Andrews acknowledged that one line called by Ms. [REDACTED] was the lead service replacement line and the second line that the customer called was the Spanish-speaker line. Ms. Andrews stated that she sees where the customer spoke with a bilingual staff member on February 18, 2021 and on October 29, 2020.

Ms. Andrews suggested that the customer seek assistance for payment of her water bill from the DC DOEE; [REDACTED] responded that she filled out the application seeking assistance two (2) days ago which would have been April 4, 2021.

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 occupied by [REDACTED] and her teenage son. (Testimony of [REDACTED])
2. The period in dispute is August 25, 2020 to October 26, 2020. (Testimony of the parties)
3. On September 3, 2020, an excessive amount of water registered on the customer's water meter over a period of one hour and then, water usage returned to normal range. (Testimony of Arlene Andrews)
4. On September 3, 2020, a DC Water contractor, WR Sewer and Excavation, Inc. was working in the vicinity of the customer's home replacing the sewer and water service. (Testimony of Arlene Andrews)
5. The epicenter of the contractor's work was [REDACTED] 14th Street. The extent of the work is described as the entire front of the property from the house to the center of 14th St. NW to include approx. 100ft off of the N and S side property lines of the property. (District One Call- Miss Utility; document provided by Arlene Andrews)
6. The DC Water contractor dug a large hole in front of the customer's property. (Testimony of [REDACTED])
7. During the course of work by the contractor, the customer had dirty tap water thru her water service. (Testimony of [REDACTED])
8. During the course of work by the contractor, the customer detected a smell in the water coming thru her water service. (Testimony of [REDACTED])
9. During the course of work by the contractor, water flow within the customer's water

pipes were affected; the customer testified that water came in little bits for a few hours. (Testimony of ██████████)

10. When the customer complained of dirty water coming thru her water pipe, she was told by a DC Water representative the people were changing the water pipes. (Testimony of ██████████)
11. DC Water tested the water meter and the meter was determined to have 100.76% accuracy. (Testimony of Arlene Andrews)
12. DC Water's investigation of the disputed charges revealed no meter overread or computation error. (Testimony of Arlene Andrews)

CONCLUSIONS OF LAW

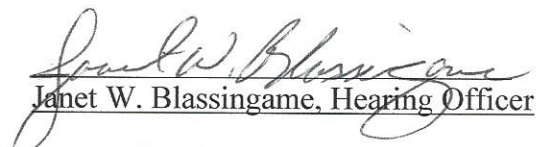
1. The burden of proof is on the customer to show, by a preponderance of evidence, that the decision of DC Water is incorrect. (21 DCMR 420.7 and 420.8)
2. Gatewood v. DCWASA, 82 A.3d 41, D.C. Court of Appeals, 2013- once a customer establishes a prima facie case, the burden of evidentiary production shifts to DC Water.

DECISION

The customer in this matter was able to establish a prima facie case that she did not use the water as charged to her account. The customer established her normal usage level, that nothing unusual was occurring within her home during the period in dispute, and that she had the property inspected for leaks, albeit her description of the person performing the inspection was that he was a "plumbing guy". The customer, further, testified that she saw work being done in the street in front of her property, that a large hole was dug in front of her house and she described seeing a DC Government vehicle outside of her home. The customer, also, testified as to discoloration of her water, that her water smelled and of an effect to her water supply/water pressure during the course of water being performed outside of the house. On DC Water's part, at first it was declared that DC Water was not performing work in the vicinity of the customer's home during the period at issue, however, it was revealed in further testimony that a DC Water contractor, WR Sewage & Excavation, Inc. was, in fact, replacing sewer and water service on 14th Street, NW, the same street on which the customer's house was located. DC Water's representative testified that she was only able to verify work being performed a block over from Ms. ██████████' house and she presented a document derived from Miss Utility- District One Call in which the contractor was identified, the type of work and that the work was performed on 14th Street, NW. DC Water also presented a map depicting commercial stores along 14th Street, NW between Randolph Street, NW and Shepherd Street, NW. There was no testimony, using the map, to show the location of the customer's property. DC Water tested the water meter and the meter was functioning. The utility further verified the meter read and determined that there had been no meter overread or miscalculation of the bill in dispute.

The issue presented in whether the DC Water contractor's work affected the customer's usage and caused the one-hour surge resulting in excessive water usage on September 3rd. The evidence and testimony established that a DC Water contractor was working on the water and sewer service on the street where the customer lived during the period at issue. The utility did not address the customer's testimony of discoloration of her water or that her water had a smell. The utility did not refute the customer's testimony regarding a large hole having been dug in front of her property. The utility did not address the customer's testimony that she experienced a problem regarding the flow of water coming into her house during the course of the contractor's work on the water and sewer service. The utility proved that the water meter was functioning and that it charged appropriately for water registered on the water meter. The utility failed to address whether its contractor caused excessive water registration on the customer's water meter. As such, DC Water failed to rebut the customer's case that she did not use the water as charges and the customer has met her burden of proof.

Based upon the foregoing, the Hearing Officer determines that the customer prevails in her dispute of the charges. Accordingly, DC Water's determination that the charges are valid and no basis exists to adjust the customer's account is hereby REVERSED and DC Water is directed to adjust the customer's bill to equal the average consumption of water at the same premises for up to three (3) comparable billing periods for which records are available.


Janet W. Blassingame, Hearing Officer
Date: May 12, 2021

Copy to:

Ms. [REDACTED]
[REDACTED] 14th Street, NW
Washington, DC 20011

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

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

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

Amount in Dispute: \$1,316.01

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. The customer, however, failed to appear for the hearing and a default judgment was entered against her on October 15, 2020 and the determination by DC Water that the bill was valid was affirmed.

The customer now comes, by letter dated February 28, 2021, requesting that DC Water dismiss the contested bill. This matter was forwarded to the Hearing Officer and will be viewed as a Motion to Set Aside Default and Request for Hearing.

The customer contends that she was not aware that an administrative hearing had been scheduled in September 2020 regarding her bill dispute and that she did not receive the Order of Default, based upon her failure to appear for hearing, until December 2020. [The customer failed to specify the date that she did, in fact, receive a copy of the Order.] The customer surmised that delivery of the Order was delayed because the zip code was incorrectly stated. The Notice of Hearing a

A review of correspondence between the customer and DC Water reflects that the Notice of Hearing was sent by email and, even though, the customer's address is reflected on the notice and the zip code is correct on the notice, no hard copy of the notice was mailed to the customer.

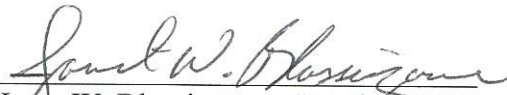
DC Water does not object to a reschedule of this matter.

Accordingly, based upon the representations of the customer that she did not receive the email Notice of Hearing and DC Water having no objection to the set aside of default in this matter, it is this _____ day of May 2021,



ORDERED, that the Order of Default is hereby set aside;

ORDERED, that DC Water shall schedule this matter for administrative hearing with

Notice of Hearing sent to the customer, both, by email and U.S. Postal Service.


Janet W. Blassingame, Hearing Officer
Date: May 12, 2021

Copy to:


 Oregon Avenue, NW
Washington, DC 20016