

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

IN RE: [REDACTED]
[REDACTED] Shipsvieview Rd.
Annapolis, MD 21409

Service Address:
[REDACTED] Georgia Avenue, NW

Account No: [REDACTED]

Amounts in Dispute - \$ 416.49 and \$479.76

Before Janet W. Blassingame, Hearing Officer
April 4, 2017 at 9:00 a.m.

The customer contested a water and sewer bill for the above account for the periods of time October 20, 2016 to November 18, 2016 and November 18, 2016 to December 19, 2016. 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 hearing on April 4, 2017. Present for the hearing were: [REDACTED] and Eileen Wright, Sr. Customer Care Associate, DC Water, on behalf of DC Water.

The property involved is a two level commercial building owned by [REDACTED] since year 1987. [REDACTED] stated that the second floor of the building is vacant and consists of a big empty space; he stated that there is a bathroom consisting of two (2) stalls on the second floor and that the water has been cut-off at the valve. [REDACTED] stated that on the first floor of the building there is a barbershop, telephone store and a carry-out. He stated that the barbershop has a male and female bathroom and three (3) or four (4) sinks, that the carry-out has one bathroom, and the telephone store has one bathroom. He stated that there is a basement but that the basement is vacant. [REDACTED] stated that the water usage registers on one meter for the entire building and that the water and sewer bill generally ranges between One Hundred Twenty Dollars (\$120.00) and One Hundred Fifty Dollars (\$150.00) per billing cycle.

[REDACTED] testified that his problem with alleged high water usage started when DC Water installed a new meter at the property on October 28, 2016. The customer complained that high water usage continues to register as occurring at the property.

[REDACTED] testified that on March 2, 2017 a technician from DC Water inspected the water meter and no movement was observed to be occurring on the meter and no leaks were found. [REDACTED] further testified that a service technician inspected the building for leaks on January 3, 2017 and found a very small leak in the toilet in the carry-out. [REDACTED] complained that the technician wrote that the leak was a medium leak when the technician

described the leak to him as being a small leak and incapable of causing the amount of alleged water usage. [REDACTED] also testified that Brone Plumbing had been to the building on December 5, 2016 and replaced a toilet flap in one of the toilets in the barbershop and reported finding no leaks. The customer stated that he repaired the toilet flapper in the carry-out's bathroom sometime in January 2017 but he could not recall the date of repair.

[REDACTED] stated that the service technician performed dye tests and found the small leak. The customer stated that the water usage went down a little bit but remains higher than normal. He stated that he checks the water usage of the building on a daily basis on the web and has observed that on the 1st day that the new water meter was at the property water usage spiked. [REDACTED] testified that he knows of no new services by his tenants and no new hires and he knows of no leaks within the building. He complained that his water and sewer bill for February 2017 was in the amount of Three Hundred Ten Dollars (\$310.00).

[REDACTED] testified that on March 2, 2017, he telephoned DC Water's Meter Department because something had to be wrong with the water meter.

[REDACTED] asserted that he wants a new water meter installed at the building or the repair of the meter in place. He reiterated that the high water usage started on the day that the water meter was installed.

Ms. Wright testified that the customer's current and past water usage history are similar which supports the utility's determination that the charges are valid.

Ms. Wright testified that DC Water installed a water meter at another property on January 5, 2016- meter number 15599685, but, the installing technician inadvertently programed the MTU and meter to [REDACTED] building address causing another customer's water usage to be registering as though used at the [REDACTED] building. Mr. Wright went on to state that DC Water re-programed meter 15599685 to its correct address on October 28, 2016 and the utility also installed a new meter at the [REDACTED] building. Ms. Wright testified that in essence [REDACTED] was billed for someone else's water usage from January 25, 2016 until October 24, 2016. Ms. Wright testified that DC Water did not attempt to re-bill [REDACTED] for the actual water used at his building but, instead, billed the customer forward after the meter change. Ms. Wright testified that prior to the programing error by the technician in January 2016, [REDACTED]'s water and sewer bills for the building ranged between Three Hundred Dollars (\$300.00) and Four Hundred Dollars (\$400.00) per billing cycle.

Ms. Wright testified in the form of an apology by stating that the billing error should have been explained to [REDACTED] when he called DC Water about his billing and the reflected increased water usage and he should have been told that he had been billed for someone else's water. Ms. Wright testified that DC Water has a record of the customer's meter read and that the current usage of the building is in-line with the historical usage of water in the building. Ms. Wright pointed out that on January 19, 2017, the meter read from the building was 72 and that on February 19, 2017, the meter read from the building was 91, meaning that over the course of that period of time, 19 CCF of water had been used within the building.

Ms. Wright reiterated that DC Water did not back bill the customer but correct the meter programing so that the correct usage of the building started to be charged to [REDACTED].

[REDACTED] testified that prior to the water usage declining in the building in January 2016, he had a building tenant who would not allow him access within the premise where there was a known water leak to repair the leak. [REDACTED] stated that after he evicted the tenant and repaired the water leak, he thought that water usage in the building had declined due to the repair.

Ms. Wright countered that when the tenant was evicted from [REDACTED] building and two (2) tenants remained in the building, water usage registering at the building was 16 CCF, 35 CCF, and 21 CCF over the course of three (3) months from November 2015 to January 2016.

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 commercial building owned by [REDACTED] [REDACTED]. (Testimony of [REDACTED] [REDACTED])
2. The period in dispute is from October 20, 2016 until December 19, 2016. (Testimony of the parties)
3. The customer noticed a significant increase in water usage registering on his water meter when DC Water installed a new water meter at the building on October 28, 2016. (Testimony of [REDACTED] [REDACTED])
4. Prior to installation of the water meter in October 2016, the customer had experienced a significant decline in water usage at the building which he attributed to eviction of a tenant and repair of a known existing leak at the building. (Testimony of [REDACTED] [REDACTED])
5. The decline in water usage at the building was not due to the tenant's eviction or the leak repair but was the result of a meter/MTU programing error by DC Water which resulted in the customer being billed for someone else water usage and not for the actual water consumed at his building. (Testimony of Eileen Wright)
6. From January 5, 2016 until October 28, 2016, DC Water billed the customer in error based upon someone else's water consumption. (Testimony of Eileen Wright)
7. The customer's actual water consumption at the building has been consistent. (Testimony of Eileen Wright)
8. DC Water did not seek to re-coup the actual cost of service from the customer based upon his actual water usage at the building during the period that he had been billed for someone else's water consumption but, instead, the utility changed the water meter at the property and proceeded to bill the customer forward based upon actual water consumption at the building. (Testimony of Eileen Wright)
9. A defective toilet was found at the property on January 3, 2017 and the leak was later repaired in the month of January 2017 by the property owner. (Testimony of the parties)
10. DC Water did not inform the customer of its meter programing error between January 5, 2016 and October 28, 2016 but instead cited DCMR Title 21-406.2 as barring an adjustment of a customer's account when excessive water consumption is due to a leak in

- a household fixture. (See, DC Water Investigation Letter dated January 9, 2017)
11. After repair of the faulty toilet in January 2017, the customer's charge for service reduced from \$332.06 in January 2017 to \$310.96 in February 2017. (DCWASA Production File-Ledger Information Report)

CONCLUSIONS OF LAW

1. The burden of proof is on the customer to show, by a preponderance of evidence, that the decision of DC Water is incorrect. (21 DCMR 420.7 and 420.8)
2. D.C. Municipal Regulations relating to water and sanitation bar adjustment of a customer's bill if excessive water consumption is the result of a leaking faucet, household fixtures, and similar leaks or the malfunctioning water-cooled air conditioning equipment. (21 DCMR 406)
3. DC Water is obligated to investigate a challenge to a bill by doing any or all of the following:
 - (g) Verify the computations made in the formulation of the water and sewer charges;
 - (h) Verify the meter reading for possible meter overread or doubtful registration;
 - (i) If feasible, check the premises for leaking fixtures, underground invisible leaks, and house-side connection leaks;
 - (j) Check the meter for malfunction;
 - (k) Check the water-cooled air conditioning system, if any, for malfunction; and
 - (l) 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. Upon completion of the investigation, the Utility shall issue a written decision containing a brief description of the investigation and findings. (21 DCMR 404.1)
5. On the basis of the investigation and findings, the Utility shall make appropriate adjustments to the bill for water and sewer charges...(See, 21 DCMR 404.2)
6. If at any time, a meter, data collection device or transmitter fails to register correctly or collect, deliver or transmit data or otherwise operate or bears evidence of having been tampered with, as determined by qualified personnel of the Authority, the water charge for the interval in which the incident occurred shall be based on the average previous water consumption determined by meter readings.(21 DCMR 308.4)

DECISION

The customer failed to show that the charges were incorrect and that basis exists to adjust his account.

DC Water acknowledged that its service technician incorrectly programed a water meter at another property causing another customer's water usage to be billed as though used at [REDACTED] building. The result of the programing error was both a significant reduction in perceived water usage occurring at the [REDACTED] building and a reduction in service charges billed to [REDACTED] for approximately ten (10) months. [REDACTED] was unaware of the meter programing error and when DC Water corrected the error and installed a new meter at the building, the customer saw a significant increase in registering water consumption and thought that the new meter was not functioning properly. Simultaneously occurring with the correction of the programing error, there was a toilet leak within the [REDACTED] building. Instead of telling the customer of the billing error and why it appeared that water usage had increased at the building, DC Water cited the municipal regulation preventing adjustment of a customer's account when excessive water consumption is due to a faulty internal fixture. There was a small decrease in water usage which could be attributed to repair of the faulty toilet at the building but the real cause of the customer's dispute and the basis for the perceived high water usage at the building was the correction of the programing error wherein between January 2016 and October 2016 the customer's charges for water and sewer service were significantly lower than his historical billing pattern and when DC Water corrected its error, the actual water usage was charged.

As Ms. Wright acknowledged, the customer should have been told of the meter error however, the customer incurred no financial harm and was not over billed because DC Water did not seek to recoup its actual cost of service during the period that it incorrectly billed the customer.

The customer's historical usage is in line with the current water usage occurring at the building. Accordingly, the charges appear to be valid and no basis exists for adjustment of the customer's account. In fact, had DC Water sought to bill the customer for actual water used the period of the programing error, the customer would have incurred increased charges. As such, the determination by DC Water that the charges are valid and no adjustment is warranted is AFFIRMED but for reason of the programing error in addition to the existence of a toilet leak.

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

Date: May 1, 2017

Copy to:

[REDACTED]
[REDACTED] Shiplav Rd.
Annapolis, MD 21409

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

IN RE: [REDACTED]
[REDACTED] 21st Street, SE
Washington, DC 20020

Account No: [REDACTED]

Amount in Dispute - \$ 544.93

Before Janet W. Blassingame, Hearing Officer
April 5, 2017 at 1:00 p.m.

The customer contested a water and sewer bill for the above account for the period of time August 22, 2016 to September 23, 2016. 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 hearing on April 5, 2017. Present for the hearing were: [REDACTED] and Eileen Wright, Sr. Customer Care Associate, DC Water, on behalf of DC Water.

The property involved is a three (3) story townhouse with one and one-half (1 ½) bathrooms, one kitchen, a dishwasher, and two (2) outside faucets. [REDACTED] stated that she lives in the home with her three (3) children and that she has lived in the home for the past seven (7) years since March 2010.

[REDACTED] testified that she has always felt that her water and sewer bill was too high. She stated that historically the bill has ranged between One Hundred Twenty Dollars (\$120.00) and One Hundred Forty Dollars (\$140.00) per billing cycle, but, in July 2017, the charge was Six Hundred Fifty-four Dollars and thirty-eight cents (\$654.38). Ms. Taylor testified her August bill reflected a credit of One Hundred Forty-one Dollars and thirty-two cents (\$141.32), her September bill charge was Five Hundred Forty-four Dollars and ninety-three cents (\$544.93), her October bill was Two Hundred Ten Dollars (\$210.00), her November bill was Two Hundred Three Dollars and twenty-three cents (\$203.23) and her bill in December was Thirty-nine Dollars and thirty-six cents (\$39.36). The customer asserted that her bills are not consistent and are fluctuating "all over the place".

[REDACTED] contended that her dispute starts with her bill dated July 27, 2016 for the period June 23, 2016 to July 23, 2016 in the amount of Six Hundred Fifty-four Dollars and thirty-eight cents (\$654.38).

Ms. Wright testified that the customer's July 27, 2016 bill was based upon an actual meter read which reflected that 67 CCF of water had been used in the house. Ms. Wright

confirmed that the bill covered the period of June 23, 2016 to July 23, 2016 and was for of Six Hundred Fifty-four Dollars and thirty-eight cents (\$654.38).

Ms. Wright testified that the customer's May 2016 and June 2016 water and sewer bills were based upon estimates of water usage. Ms. Wright testified that the MTU (meter transmittal unit) at the property had not transmitted meter reads since July 2015. Ms. Wright stated that DC Water would send a service technician to the property to read the water meter.

Ms. Wright further testified that DC Water did not back bill the customer but billed forward based upon the meter read.

Ms. Wright testified that DC Water sent the customer an adjusted bill dated August 24, 2016 covering the period April 21, 2016 to August 22, 2016 in which the utility adjusted the water usage based upon the actual meter read and re-billed the customer for 70 CCF of water usage amounting to a charge for service in the amount of Six Hundred Eighty-eight Dollars and Seventy-three cents (\$688.73). She also testified that the customer's September water and sewer bill was based upon an actual meter read as well and that the bill was dated September 27, 2016 and was for the amount of Five Hundred Forty-four Dollars and ninety-three cents (\$544.93).

Ms. Wright stated that DC Water installed a new water meter at the property on October 14, 2016. She testified that between September 23, 2016 and October 14, 2016, the customer used 18 CCF of water and that the customer's bill dated November 29, 2016 was based upon an actual meter reading and reflected that between October 14, 2016 and November 23, 2016, the customer used 16 CCF of water. She stated that the customer's December 30, 2016 bill was based upon an actual meter read and reflected that the customer had used 9 CCF of water. Ms. Wright stated that the late charges on the bill were removed.

Ms. Wright acknowledged that [REDACTED] telephoned DC Water in August 2016 to dispute her July water and sewer bill and that she called again to dispute her September 2016 bill.

Ms. Wright testified that DC Water conducted an underground inspection on October 19, 2016 and no leaks were detected. She testified that DC Water conducted an interior inspection of the home on October 14, 2016 and no leaks were found. She also testified that DC Water removed and tested the water meter and the meter was determined to have 100.21% accuracy.

Ms. Wright testified that the customer's usage declined between July and August 2016 and that the customer only used 13 CCF of water even though her bill stated that she had used 67 CCF of water. Ms. Wright asserted that the customer's balance due increased because she failed to pay past due charges.

Ms. Wright asserted that the customer had a toilet leak and that the water meter registered properly. She further asserted that the audits for an underground leak and interior leaks were negative, so the charges are valid.

██████ asserted that "the optics" looks like DC Water is trying to slip something under the carpet. She stated that she has twins and knows that she did not use the amount of water charged to her account. She complained that DC Water provided her bad customer service because its representatives failed to explain the water and sewer bills to her.

Ms. Wright concluded by stating that the facts in the matter and the information have not changed.

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 townhouse rented by ██████ since March 2010. (Testimony of ██████)
2. The periods in dispute are June 23, 2016 to July 23, 2016 and August 22, 2016 to September 23, 2016. (Testimony of the parties)
3. The MTU at the property stopped transmitting meter reads in July 2015. (Testimony of Eileen Wright)
4. DC Water estimated the customer's water usage for June 2016 and May 2016 and then obtained a meter reading by a technician on or about July 23, 2016 upon which it based the customer's July 27, 2016 bill. (Testimony of Eileen Wright)
5. Based upon the meter reading obtained in July 2016, the utility determined that it had under estimated the customer's water consumption. (Testimony of Eileen Wright)
6. The utility billed the customer for the cumulative sum of water that registered on the meter as of the July 2016 meter reading and did not back bill the customer or adjust the customer's account. (Testimony of Eileen Wright)
7. The customer contacted DC Water regarding her July 2016 bill because the same reflected a significant increase in water usage and charge for service. (Testimony of ██████)
8. The customer service representative taking the customer's call to dispute the July bill noted in the record that the customer said that there was a running toilet in the home and that she would contact the owner. (Testimony of Eileen Wright; DC Water telephone log dated 8/1/2016)
9. The customer only used 13 CCF of water between July 2016 and August 2016 even though the customer's bill stated that she had consumed 67 CCF. (Testimony of Eileen Wright)

10. DC Water adjusted the customer's account and back billed her for water used from April 21, 2016 to August 22, 2016 in the bill dated August 24, 2016. (Testimony of Eileen Wright)
11. On the August 24, 2016 bill to the customer, DC Water informed the customer that it was adjusting bills 05/26/16 thru 07/27/16. (Bill Summary dated 08/24/16)
12. On October 19, 2016, DC Water conducted an underground inspection for leaks at the property and no leaks were detected. (Testimony of Eileen Wright)
13. On October 14, 2016, DC Water conducted an interior inspection of the home and no leaks or plumbing issues were found. (Testimony of Eileen Wright)
14. DC Water removed and tested the water meter from the property and the meter was determined to have 100.21% accuracy. (Testimony of Eileen Wright)
15. The customer was unaware of any leaks or plumbing issues within the home and maintained that she had not used the amount of water charged to her account. (Testimony of [REDACTED]).
16. Until the hearing, DC Water did not provide the customer with an explanation of the July 27, 2016 bill or of the August 24, 2016 bill and the utility did not notify the customer that high water usage was occurring within the home. (Testimony of [REDACTED])
17. The customer's bill dated September 27, 2016 was based upon an actual meter reading and reflected that the customer had used 56 CCF within the billing period of August 22, 2016 to September 23, 2016. (Testimony of Eileen Wright)

CONCLUSIONS OF LAW

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

See, 21 DCMR 403.

4. Meters shall be read quarterly, or at such other times as the Director shall determine. (21 DCMR 308.1 and 309.1)
5. If at any time, a meter, data collection device or transmitter fails to register correctly or collect, deliver or transmit data or otherwise operate or bears evidence of having been tampered with, as determined by qualified personnel of the Authority, the water charge for the interval in which the incident occurred shall be based on the average previous water consumption determined by meter readings. (21 DCMR 308.4)
6. DC Water is granted the authority to establish, adjust, levy, collect and abate charges for services, facilities, or commodities furnished or supplied by it, pursuant to D.C. Code §34-2202.03(11)
7. Equitable laches comes into play when two prerequisites are met- the defendant must have been prejudiced by the plaintiff's delay and the delay must have been unreasonable. (See, King v. Kitchen Magic, 391 A.2d 1184, 1187-88 (D.C. 1978); Fannie B. Martin v. William Carter, 400 A.2d 326 (D.C. 1979).
8. D.C. Municipal Regulations relating to water and sanitation bar adjustment of a customer's bill if excessive water consumption is the result of a leaking faucet, household fixtures, and similar leaks or the malfunctioning water-cooled air conditioning equipment. (21 DCMR 406)
9. D.C. Municipal Regulations bar adjustment of a customer's bill when all checks and tests provide no reasonable explanation for excessive water consumption. (See 21 DCMR 408 which states: "In cases in which all checks and tests result in inconclusive findings that provide no reasonable explanation for excessive consumption, no adjustment shall be made to the bill for any portion of the excessive consumption, except as may be approved by the General Manager, based upon a demonstration by the owner or occupant that such an adjustment will further a significant public interest.")

DECISION

In this case, DC Water deviated from its practice of sending out an adjusted bill and back-billing a customer when it determines that it has underestimated water usage at a property due to lack of electronic meter read transmissions. Instead of adjusting the customer's account and back billing in July 2016 when the error was discovered, the utility elected to bill the customer forward, without explanation, precipitating the customer's dispute of the bill. After the customer disputed the July 2016 bill, DC Water adjusted and back billed the customer's account as reflected on her August 24, 2016 bill for the period May 25, 2016 to July 27, 2016. There was no evidence or testimony of the utility ever advising the customer that high water usage was occurring in the home and the customer complained of bad customer service and that DC Water failed to explain the bills to her when she called to dispute the charges. Ms. Wright testified during the hearing that the customer only used 13 CCF of water between July 2016 and August

2016 even though the customer's bill stated that she had consumed 67 CCF.¹ [REDACTED] testified that she knew that she did not use the amount of water charged to her on her July bill and, as such, the testimony and evidence supported her position. Accordingly, the customer established a prima facie case that the July bill was wrong.

The later adjustment of the account and back-billing of the customer merely further confused the customer as to the nature of charges to the account.

The customer certainly lacked information regarding what she was being billed for and how the calculations were derived and as noted above, the July bill, as sent to the customer, failed to reflect her actual usage for the billing period. On the other hand, the customer is not without fault. While the customer failed to testify as to the existence or non-existence of a defective toilet at the home, she did know that there was a running toilet in the house which could have caused the high water usage. It is noted in the telephone log submitted as evidence by DC Water that when the customer contacted DC Water in July to dispute her bill, she informed the customer service representative that there was a running toilet in the house and that she would contact the owner.

Under the applicable Municipal Regulations, DC Water is barred from adjusting a customer's account whenever excessive water usage is the result of a faulty interior fixture such as a toilet. (See, 21 DCMR 406) As such, if there was a faulty toilet, no relief is applicable in this case.

DC Water, because it lacks meter readings during the disputed period, cannot determine when the high water usage began or ended. If such information were available to establish when the running toilet was repaired or if the same was repaired, no further inquiry would be needed because the utility cannot adjust an account when high usage is caused by a faulty toilet. Instead, the customer did not mention the faulty toilet and if the same was repaired and Ms. Wright, while referencing the customer's statement that there was a running toilet in the home, did not follow-up and ask the customer whether she contacted the owner and if and when the toilet was repaired so there is insufficient evidence to establish that the high water usage was caused by a running toilet.

DC Water did establish other factors in rebuttal of the customer's position that the charges were wrong and that she should not be responsible for payment. DC Water established that there were no underground leaks and no interior leaks in the home. DC Water also established that the meter was accurate.

Taking all of the evidence and testimony together, it is the determination of the Hearing Officer that the weight of the evidence and testimony is against the customer and is in favor of

¹ The Hearing Officer notes that the bill dated 07/24/16 reflects that the customer used 67 CCF of water between 06/23/16 and 07/23/16 and that the bill dated 08/24/16 reflects that the customer used 70 CCF of water between 04/22/16 and 08/22/16.

the utility. While DC Water's billing was confusing and its Customer Service Department should have provided more explanation of the charges, the customer's reference to there being a running toilet in the home and the utility's tests for leaks and of its meter weight in favor of the charges being valid and correct.

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

By: _____
Janet W. Blassingame, Hearing Officer

Date: _____

Copy to:

21th Street, SE
Washington, DC 20020

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

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

Account No: [REDACTED]

Amount in Dispute - \$ 94.27

Before Janet W. Blassingame, Hearing Officer
April 5, 2017 at 2:00 p.m.

The customer contested a water and sewer bill for the above account for the period of time October 21, 2016 to November 22, 2016. The DC Water and Sewer Authority (DC Water) investigated the water and sewer charges and charges are valid and an adjustment to the account was not warranted. The customer appealed DC Water's decision and requested an administrative hearing.

This matter was scheduled for hearing on April 5, 2017. Present for the hearing were: [REDACTED] with her son, [REDACTED] [REDACTED], and Eileen Wright, Sr. Customer Care Associate, DC Water, on behalf of DC Water.

The property involved is a semi-detached single family residence owned by [REDACTED] [REDACTED]. The house has one and one-half (1 ½) bathrooms, one kitchen, a washing machine, and two (2) outside faucets. [REDACTED] [REDACTED] stated that she has lived in the house since year 1992 and that her water and sewer bill historically is about Sixty-Three Dollars (\$63.00) or Sixty-five Dollars (\$65.00) per billing cycle. She stated that two (2) people live in the house.

[REDACTED] [REDACTED] testified that she contacted DC Water because DC Water estimated her water usage and her bill reflected double the amount of water having been used than she normally uses within a billing cycle. She stated that she was billed for 6 CCF of water and that her normal usage is between 3 CCF and 5 CCF. [REDACTED] [REDACTED] testified that DC Water would send someone out to read the water meter. [REDACTED] [REDACTED] stated that she paid a portion of the bill but not the bill in its entirety; she stated that she paid what she considered to be her normal amount of payment.

[REDACTED] [REDACTED] testified that her subsequent bill received in December 2016 was for 2 CCF of water and the charge was Fifty-three Dollars (\$53.00).

[REDACTED] [REDACTED] stated that she had no leaks, did not go on any trips and the composition of occupants in the house has not changed. She summarized that there was nothing unusual in the

house during the period in dispute and she testified that her bills prior to the utility's estimation of her water usage and the bills after the utility estimated the usage were lower than the estimated usage and its resulting bill.

██████████ stated that she could not understand the basis upon which DC Water estimated her water usage.

Ms. Wright testified that DC Water estimated the customer's water usage because the MTU (meter transmittal unit) at the property failed to transmit a meter read. Ms. Wright explained that the utility uses a customer's usage from the previous year as basis for its estimate of current usage.

Ms. Wright testified that the customer's bills December 2016 and October 2016 were based upon actual meter readings and that the customer used a total of 8 CCF of water between October 21, 2016 and December 21, 2016. Ms. Wright testified that DC Water billed the customer from estimated read to actual read which meant that the customer was only billed forward for 2 CCF of water. Ms. Wright further explained that the customer's perceived increase in charge might have been because of a rate increase which took effect on October 1st. Ms. Wright stated that DC Water estimated the customer's water usage at 6 CCF and the actual bill for the next month was for 2 CCF equaling 8 CCF as having been used over the two (2) month period. Ms., Wright pointed out that the customer's normal usage ranged between had been between 3 CCF and 5 CCF per cycle so even though the November bill was higher than normal, its usage and charge averaged out to within the normal range of usage for customer over the two (2) month period.

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 residence owned and occupied by ██████████. (Testimony of ██████████)
2. The period in dispute is October 21, 2016 to November 22, 2016. (Testimony of the parties)
3. DC Water estimated the customer's water usage for one billing cycle because the MTU failed to transmit. (Testimony of Eileen Wright)
4. The customer disputed the estimated usage because it was higher than recent water usage and the resulting bill was higher than normal. (Testimony of ██████████)
5. DC Water based the estimate of the customer's water usage upon her previous year's water usage. (Testimony of Eileen Wright)
6. DC Water obtained a meter read from the property and the subsequent bill sent to the customer in December 2016 was based upon an actual meter read. (Testimony of Eileen Wright)

7. DC Water did not adjust the customer's account because it had not under estimated the customer's water usage and when the meter was read in December only 2 CCF of water having been used, after the estimated usage, were reflected in the meter read. (Testimony of Eileen Wright)
8. The customer's normal range of water usage is 3 CCF to 5 CCF per billing period. (Testimony of the parties; DC Water Usage History)
9. The customer's average water consumption over the two (2) months of November and December billings was 4 CCF which put her within her normal usage range. (Testimony of Eileen Wright)

CONCLUSIONS OF LAW

1. The burden of proof is on the customer to show, by a preponderance of evidence, that the decision of DC Water is incorrect. (21 DCMR 420.7 and 420.8)
2. Meters shall be read quarterly, or at such other times as the Director shall determine. (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 determined by meter readings. (21 DCMR 308.4)
4. DC Water is granted the authority to establish, adjust, levy, collect and abate charges for services, facilities, or commodities furnished or supplied by it, pursuant to D.C. Code §34-2202.03(11)

DECISION

The customer failed to establish a prima facie case that the charges were wrong or for some other reason, she should not be held responsible for payment of the disputed bill.

Here the utility estimated the customer's water usage for one billing cycle and then obtained a meter reading and based the subsequent bill upon the actual meter read. The estimated usage for the November billing was a little higher than the customer's usage in recent months however, DC Water looked to the customer's usage in the previous year and based its estimate upon the previous year's usage. Ms. Wright explained that the utility billed the customer forward so that when the meter was read and only 2 CCF had registered on the water meter for the December billing, it meant that the customer's billed water usage for the two (2) months (November and December) averaged 4 CCF per month which was within the customer's normal water usage range and the utility had neither over-billed or under-billed the customer for water used in the two (2) month period.

The Hearing Officer determines that the customer suffered no harm based upon the utilities method of estimating water usage and billing forward and over the two (2) month period, the charges averaged out to be correct as substantiated by the customer's historical water usage history.

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

By: Janet W. Blassingame
Janet W. Blassingame, Hearing Officer
Date: May 1, 2017

Copy to:

██████████
██████ Oneida Street, NE
Washington, DC 20011

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

IN RE: [REDACTED]
[REDACTED] I Street, SE
Washington, DC 20003

Account No: [REDACTED]

Amount in Dispute - \$ 108.76

Before Janet W. Blassingame, Hearing Officer
April 6, 2017 at 9:00 a.m.

ORDER OF DEFAULT

The customer contested a water and sewer bill for the above account for the period of time November 5, 2016 to December 9, 2016. The DC Water and Sewer Authority (DC Water) investigated the water and sewer charges and determined that the charges were valid and an adjustment to the account was not warranted. The customer appealed DC Water's decision and requested an administrative hearing.

The matter was set for hearing on April 6, 2017. Present for the hearing was Eileen Wright on behalf of DC Water.

The customer was afforded a thirty (30) minute grace period and although the hearing was delayed until 9:30 a.m., the customer failed to appear and did not otherwise notify the utility of any problem preventing his appearance for the scheduled hearing. The letter of notification that was sent to the customer advised that "Failure to appear at your scheduled hearing may result in a default judgment being entered against you." (See, 21 DCMR 415.3) As such, based upon customer's failure to appear or to request in advance that the hearing be postponed, a default judgment is entered against the customer and the determination that the bill is valid is affirmed.

By: *Janet W. Blassingame*
Janet W. Blassingame, Hearing Officer
Date: *May 1, 2017*

Copy to:

[REDACTED]
[REDACTED] I Street, SE
Washington, DC 20003

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

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

Account No: [REDACTED]

Amount in Dispute - \$ 240.34

Before Janet W. Blassingame, Hearing Officer
April 6, 2017 at 10:00 a.m.

The customer contested a water and sewer bill for the above account for the period of time July 5, 2016 to October 12, 2016. 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 hearing on April 6, 2017. Present for the hearing were: [REDACTED] and Eileen Wright, Sr. Customer Care Associate, DC Water, on behalf of DC Water.

The property involved is a single family residence owned and occupied by [REDACTED]. Two (2) people live in the home and the house has one and one-half (1 ½) bathrooms, one kitchen, a washing machine, and one outside faucet. [REDACTED] stated that she has lived in the home for twenty-nine (29) years and that her water and sewer bill generally ranges between Sixty Dollars (\$60.00) and Sixty-nine Dollars (\$69.00) per billing cycle.

[REDACTED] testified that when she received the bill now in dispute, she telephoned DC Water and in response the utility sent out a service technician to her residence and the technician found a bad flapper in the basement toilet. [REDACTED] testified that as soon as the technician found the faulty toilet, she turned off the water to the toilet at the valve. The customer stated that she got the toilet fixed about two (2) weeks after the interior inspection took place and that the water usage returned to normal.

[REDACTED] testified that the customer service representative with whom she spoke informed her that her water usage had been estimated by the utility for three (3) months. [REDACTED] asserted that prior to the interior inspection by DC Water, she had no idea that there was a defective flapper in one of her toilets. She asserted that if her meter had not been broken and she was getting a bill based upon an actual meter read, she would have had notice that something was wrong within her house and she could have had the toilet repaired without incurring such increased cost and high usage.

Ms. Wright testified that the disputed charges are valid based upon the technician's reading of the customer's water meter and that the utility underestimated the customer's water

usage. Ms. Wright pointed out that DC Water is authorized by regulation to estimate a customer's water usage if and when the meter transmittal unit (MTU) fails to transmit meter reads to the utility. Ms. Wright testified that in [REDACTED] instance, the utility estimated her water consumption for two (2) months and that usage was estimated for the months of August and September 2016. Ms. Wright testified that the utility obtained a meter reading from the property on October 12, 2016 and sent the customer a revised bill dated October 14, 2016.

Ms. Wright testified that the internal inspection of the customer's property actually took place on November 3, 2016 and that the technician wrote the wrong date on the report.

Ms. Wright testified that DC Water removed and tested the water meter and the meter was determined to have 98.92% accuracy which is within accepted range of accuracy for water meters pursuant to standards set by the American Water Works Association.

Ms. Wright testified that the customer contacted DC Water about her bill on October 24, 2016 and during the conversation with the customer service representative the customer was informed that high water usage was occurring at the home. Ms. Wright acknowledged that DC Water did not send the customer a high water usage alert letter in the mail.

[REDACTED] interjected that when she received the bill from DC Water she conducted her own inspection of the residence and she did not see anything wrong. After not seeing any problems, [REDACTED] stated that she waited for DC Water to come out to the premises to conduct their inspection.

Ms. Wright testified that the customer's usage for November 2016 was only 1 CCF and that the customer's historical water usage ranges between 1 CCF and 6 CCF. Ms. Wright concluded that the evidence of the customer's water usage is consistent with the customer's testimony that she turned the water off to the defective toilet after the service technician found the leak and that leak was the cause of the high water usage because the next reading after the water was turned off was of 1 CCF having been used for the billing cycle.

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

FINDINGS OF FACT

1. The property involved is a single family residence owned and occupied by [REDACTED]; [REDACTED] (Testimony of [REDACTED])
2. The period in dispute is July 5, 2016 to October 12, 2016. (Testimony of the parties)
3. DC Water estimated the customer's water for the months of August and September 2016 because the MTU at the property failed to transmit meter readings. (Testimony of Eileen Wright)
4. DC Water obtained a meter reading from the property on October 12, 2016. (Testimony of Eileen Wright)
5. Based upon the October 2016 meter reading, DC Water determined that it had underestimated the customer's water usage and the utility sent the customer an adjusted bill

- which was dated October 14, 2016. (Testimony of Eileen Wright)
6. Upon receipt of the October 14, 2016 bill, the customer observed that the usage was higher than normal and in response, she contacted DC Water and she inspected the house of leaks. (Testimony of [REDACTED])
 7. The customer failed to detect any plumbing problems when she inspected the house for leaks. (Testimony of [REDACTED])
 8. In response to the customer's phone call, DC Water scheduled an internal inspection of the house; the internal inspection took place on November 3, 2016 and at that time, the service technician found a defective flapper in the basement toilet. (Testimony of parties)
 9. The customer turned off the water supply to the defective toilet in immediate response to the findings of the service technician; the customer had the toilet repaired approximately two (2) weeks after the leak was found. (Testimony of [REDACTED])
 10. DC Water removed the water meter for testing and the meter was determined to have 98.92% accuracy. (Testimony of Eileen Wright)
 11. The customer's water usage significantly declined consistent with her testimony that she turned the water off to the defective toilet. (Testimony of Eileen Wright)

CONCLUSIONS OF LAW

1. The burden of proof is on the customer to show, by a preponderance of evidence, that the decision of DC Water is incorrect. (21 DCMR 420.7 and 420.8)
2. If the investigation discloses leaking faucets, leaking fixtures or similar leaks, no adjustment will be made to the bill for any portion of the excessive consumption attributable to those leaks. (21 DCMR 406.2)
3. Meters shall be read quarterly or at such other times as the General Manager shall determine. (21 DCMR 308.1)
4. If at any time, a meter, data collection device or transmitter fails to register correctly or collect, deliver or transmit data ..., 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)

DECISION

Customer in this case failed to establish that more likely than not the disputed bill was incorrect.

DC Water estimated the customer's water bill for the months of August and September 2016 and, then, obtained a reading from the water meter for billing purposes in October 2016. At some point during the estimating of the customer's water usage, water usage at the premises increased and was detected when the meter was read. The customer testified that she inspected the house for leaks after she received her October 2016 water and sewer bill but found no leaks and decided to wait for an inspection of the house to be performed by DC Water. Had the customer obtained the services of a plumber, she might have reduced her water usage if the plumber found the leak. When DC Water's technician came out and found the defective toilet, the customer had incurred a few weeks of additional high water use but

she turned the water off to the defective toilet when advised by the service technician of the leak's existence.

By regulation, DC Water can estimate a customer's water usage when the MTU fails to transmit meter reads. (See 21 DCMR 308.4) The regulations do not limit how long the utility may estimate a customer's water usage, however, the regulations do state that water meter are to be read on a quarterly basis. In instances that the utility fails to read a customer's water meter within three (3) months of having estimated the customer's water usage, the customer, under some circumstances, can be protected by a defense of equity and found not to be responsible for payment of high water usage which went undetected for an extended period of time. In this customer's case, however, the utility only estimated for two (2) months and then obtained a meter reading. While high water usage occurred during the time that the customer's usage was being estimated, DC Water was within its authority to estimate water usage and its estimating of the water usage did not continue beyond the time period established by regulation within which the utility should obtain an actual meter reading. As such, the Hearing Officer has no basis to relieve the customer of her responsibility to pay her water and sewer service as billed.

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

By: Janet W. Blassingame
Janet W. Blassingame, Hearing Officer
Date: May 1, 2017

Copy to:

██████████
██████ Keefer Place, NW
Washington, DC 20010