

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

IN RE: [REDACTED]  
[REDACTED] Hilltop Terrace, SE  
Washington, DC 20019

Account No [REDACTED]

Amount in Dispute - \$ 364.33

Before Janet W. Blassingame, Hearing Officer  
August 1, 2017 at 10:00 a.m.

The customer contested a water and sewer bill for the period of time May 27, 2016 to January 17, 2017. The DC Water and Sewer Authority (DC Water) investigated the water and sewer charges and determined that the property had been sold to [REDACTED] but an account had not been established due to lack of required documentation to DC Water. As a result of its investigation, DC Water established an account for the customers and adjusted the charges. The customer appealed DC Water's decision and requested an administrative hearing.

This matter was scheduled for hearing on August 1, 2017. Present for the hearing were: [REDACTED] and Eileen Wright, Senior Customer Care Associate, on behalf of DC Water.

The property involved is a single family residence purchased by [REDACTED] in May 2016. The property has three and one-half (3 ½) bathrooms, one kitchen, one outside faucet, a wet bar, a washing machine and a dishwasher. The property has undergone a complete renovation prior to purchase. [REDACTED] stated that the more recent charges for water and sewer service have ranged between Forty-nine Dollars and eighty-eight cents (\$49.88) and Sixty-three Dollars and forty-six cents (\$63.46). The bill in dispute relates to DC Water's first charge made to the customers for water and sewer service after their purchase of the property.

[REDACTED] testified that this is the first realty purchase by her and her husband and even though she has dealt with a water and sewer bill in the past, her husband had no prior experience regarding such bills. With respect to the issue in dispute, [REDACTED] stated that she felt no responsibility to know if what was being billed by DC Water to their account was correct.

She testified that she and her husband moved into their home on Memorial Day 2016 and thereafter, they kept getting water and sewer bills addressed to the prior property owners. She stated that the first water and sewer bill sent by the utility addressed to them was received in September 2016. The customer testified that in February 2017, there was a Fifty Dollar (\$50.00) charge on their account but no bill statement was attached. She stated that she, then, got an alert from DC Water without explanation. [REDACTED] stated that she telephoned the utility and was told that she had not been paying for water usage and that previous bills sent to her only covered fees such as clean water and a retroactive water system replacement fee. [REDACTED] relayed

that the responding customer care representative told her that DC Water learned that water was being used at the house when it replaced the water meter in January 2017.

██████████ stated that according to her settlement company the HUD-1 statement had been sent to DC Water at three (3) separate times- May 27, 2017, June 23, 2017 and August 23, 2017. The customer stated that DC Water denied being notified of her purchase of the property.

Ms. Wright stated that DC Water adjusted the bill dated July 23, 2017 which is the bill in dispute. She asserted that DC Water did not receive the settlement statement until the customer enclosed the HUD-1 with her Administrative Hearing Petition. Ms. Wright further testified that DC Water has no record of receiving a fax of the HUD-1 from the customers' settlement company. In support of her statement that DC Water never was faxed the settlement statement by the settlement company, Ms. Wright presented a list of facsimile transmissions received by DC Water during the time frame that the settlement company purported to have sent the document. Ms. Wright further testified that on August 24, 2016, Kay from Pruitt Title telephoned DC Water requesting the balance on the account and stated that she wanted to change the property owner name on the account; Ms. Wright stated that an account in the ██████████ name, however, was not activated for water usage, sewer service or the replacement fee based upon the call from Kay from Pruitt Title. Ms. Wright stated that DC Water went to the D.C. Recorder of Deeds on August 24, 2016 to research any deed change and thereafter the water and sewer account was properly established with an adjustment of \$192.16. Ms. Wright explained that not all of the applicable fees to an account were or could be adjusted, but, those fees that are adjustable were adjusted. She also stated that DC Water adjusted the water usage from 23 CCF to 3 CCF based upon the customers' current rate of consumption. She testified that DC Water billed the ██████████ for 3 CCFs of water usage for the bill period of January 27, 2017 to February 15, 2017. Ms. Wright further testified that the late fees were removed from the account. Ms. Wright summarized the state of the customer's account with DC Water and pointed out that their current balance due and payable is \$262.16 of which \$148.92 is comprised of fees, thereby making the charge for water usage just \$53.87. Ms. Wright stated that the customers' bill dated March 20, 2017 for charges in the amount of \$63.46 and that DC Water took off late charges. Ms. Wright pointed out that ██████████ paid \$32.01, looking at the total current bill charge instead of paying the total amount due reflected on the right of the Bill Summary. Ms. Wright informed the customers that the late charges adjustment would appear on their current bill. ██████████ stated that she did not understand and thought that she was to pay the current bill charge.

██████████ stated that she had been told by DC Water to pay the Total Amount Due, not that she was to subtract the disputed bill amount from the Total Amount Due. Ms. Wright responded that the customer should have paid the current charge of \$63.46, not the current bill charge of \$32.01.

██████████ referred to the bill being disputed noting that the bill only reflected a charge for clean rivers and meter fees and that they were not charged for right of way and storm

water fees. Ms. Wright asserted that DC Water could retroactively bill the customers for fees not previously charged. Ms. Wright explained that the customers were being billed for eight (8) months of fees not previously charged to their account. She stated that the customers' current balance due is \$262.15.

██████████ stated that she feels as though she and her husband are being punished for an error by DC Water and that they now must pay in one month, charges which should have been charged monthly to them over the course of eight (8) month period. She asserted that DC Water is covering its error at the expense of its customers. Ms. Wright interjected that if the payment of the bill charges is a problem/hardship, the customers can have a payment plan.

Ms. Wright noted that the title company did not pay the final bill for the prior owners until September 2017 even though the sale took place in May 2016.

██████████ stated that she is very frustrated and that she has talked with different people on behalf of DC Water but she has not being able to discuss her account and concerns face to face with a DC Water representative until at the hearing.

██████████ stated that they have paid their water and sewer bills but now are being charges retroactively and that is unfair.

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 purchased by ██████████ in May 2016. (Testimony of the parties)
2. The period in dispute is May 27, 2016 to January 17, 2017. (Testimony of the parties)
3. DC Water denies receipt of the required documentation (HUD-1 Settlement Sheet) necessary for the establishment of a new water and sewer account in the names of these customers following their purchase of the property and the utility presented its facsimile records devoid of receipt of any correspondence from the title company on behalf of the customers which is in contradiction to what the title company told the customers as to when the HUD-1 was sent to the utility. (Testimony of the parties; DC Water facsimile record of faxes received between 5/24/16 and 8/28/16)
4. After a telephone contact with an employee of Pruitt Title regarding changing the water and sewer account into the names of the Dunlaps, DC Water went to the DC Recorder of Deeds Office to review any deed change regarding the property and based upon its investigation of the property sale, DC Water established an account in the names of ██████████ as reflected on the Bill Summary dated 09/20/2016. (Testimony of Eileen Wright; Bill Summary dated 09/20/16)
5. Billings sent to the property prior to the September 2016 billing were addressed in the name of the prior owner of the property- ██████████. (Testimony of the parties; Bill Summaries dated 08/17/16, 07/20/16 and 06/17/16)
6. DC Water failed to bill the customers for water usage as well as for certain applicable

fees for water and sewer service and as such, sent the customers a bill reflecting back billing for fees not appropriately charged to the account as well as a water usage for the period from May 27, 2016 to January 17, 2017. (Testimony of the parties)

7. DC Water adjusted the customers' account taken off all late charges and water usage attributed to the prior owner; water usage was reduced from 23 CCF to 3 CCF and the customers' current balance due is \$262,15. (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. 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)
3. As necessary to investigate a challenge to a bill, DC Water may do 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.

### DECISION

The issue presented in this matter involves DC Water's administrative process of handling the closing/opening of water and sewer accounts upon the transfer of ownership to property. In this instance, the customers purchased a new home but continued to receive billings addressed to the prior owner from DC Water. The title company which handled the settlement of the property sale maintained that it followed procedure and sent the HUD-1 Settlement Statement by fax to DC Water; DC Water presented contradicting evidence of it not receiving the document from the title company. No effort or determination is made herein as to if the title company faxed the document or not because the same is not relevant to this inquiry. What is relevant is that ultimately DC Water did become aware of the property ownership transfer and did start sending its bill statements to the customers. For unexplained reasons, the utility failed to bill for water usage and other applicable fees associated with water and sewer service and it failed to do so for eight (8) months. When DC Water became aware of its billing omissions, it back billed the customer. Since the initial back billing, DC Water has adjusted the customers'

account by eliminating late charges and reducing the amount of water usage charged from 23 CCF to 3 CCF of water.

The evidence was undisputed that the customers were not billed and have not paid certain fees applicable to any and all water and sewer accounts. The Hearing Officer sees no reason or basis to excuse the customers from liability for payment of applicable fees. Likewise, the customers have had the benefit of water and sewer service for which they have not paid for and this Hearing Officer sees no reason or basis to excuse them from responsibility of payment for water used.

DC Water is authorized and charged with the responsibility and duties to provide water and sewer service to residents of the District of Columbia and it is, likewise, authorized to collect payment for its service as well as mandated fees applicable to its accounts.

The customers argue that they are first time property owners and were unfamiliar with water and sewer billing and because they paid the bills presented as charged, they should not be held responsible for payment of service and fees that the utility did not bill within each month incurred. To grant the requested relief to the customers would be to give them a windfall from liability for water and service provided to them. As noted above, no basis exists to relieve the customers from obligation to pay for water used and applicable account fees. DC Water has adjusted and corrected the customers' account and the current charge of \$262.15 appears valid and proper and should be paid by the customers.

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

Copy to:

██████  
██████ Hilltop Terrace, SE  
Washington, DC 20019

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

IN RE: [REDACTED]  
[REDACTED] Ely Place, SE  
Washington, DC 20019

Account No: [REDACTED]

Periods and Amounts in Dispute:  
12/16/16 to 12/16/16 - \$5,231.97  
1/18/17 to 2/16/17 - \$1,720.43

Before Janet W. Blassingame, Hearing Officer  
August 1, 2017 at 11:00 a.m.

The customer contested a water and sewer bill for the periods of time noted above. The DC Water and Sewer Authority (DC Water) investigated the water and sewer charges and determined that an adjustment to the disputed bill was not warranted. The customer appealed DC Water's decision and requested an administrative hearing.

This matter was scheduled for hearing on August 1, 2017. Present for the hearing were:  
[REDACTED] [REDACTED] Eileen Wright, Senior Customer Care Associate, on behalf of DC Water.

The property involved has two (2) houses owned by customer on one lot. The primary house sits in the front of the lot and is occupied by four (4) people. The house has two (2) bathrooms, one kitchen and an outside faucet. The second house is located in the rear of the lot and has one bathroom and one kitchen. During the periods in dispute the second house was occupied by the customer's brother who vacated the premises in February 2017. The second house is vacant. Both houses share a single water line and meter.

[REDACTED] [REDACTED] stated that she had a defective flapper in an upstairs bathroom toilet and that the flapper was replaced in February 2017. She stated that, in January 2017, a pipe burst outside of the house located in the rear of the property lot and she was unaware of the pipe bursting because she does not go out to the house. She testified that her brother did not tell her of any plumbing issue at the house and she did not see any ice forming outside of the house and she did not see any running water. With respect to the bad flapper, [REDACTED] [REDACTED] testified that she did not hear any running water within her house. She stated that she received the first bill reflecting that high water usage had occurred at the property in January 2017; she stated that the bill was dated 1/20/2017 and was for \$5,231.87. She stated that Jiffy Plumbing came out to the property on January 28, 2017 and turned off the water valve to the house located in the rear of the property. [REDACTED] [REDACTED] testified that the pipe was not replaced or repaired and only that the valve was turned off to stop the loss of water. [REDACTED] testified that the plumbing company returned to her house on March 3, 2017 to replace the toilet flapper. She stated that she received a bill from DC Water dated 2/21/17 for the amount of \$1,720.43.

[REDACTED] explained that the pipe that burst on the house in the rear of the property was situated on the side of the house and from the main house, she could not see the pipe from

her window. She stated that one would have had to go up to the rear of house to the pipe and she did not go back to the house. She testified that her brother occupied the house when the pipe burst. She stated that she cannot get in touch with her brother and that they had a disagreement on family issues prior to his moving out of the house. [REDACTED] [REDACTED] stated that she does assert that her brother is to blame for the defective pipe or the resulting bill.

The customer stated that she has never had bills so high. She stated that prior to January 2017, her bill dated 12/20/16 was \$26.87 with a balance due of \$312.85. She stated that after repair of the toilet flapper, her water and sewer bill went down to \$40.00.

[REDACTED] [REDACTED] stated that she is on a budget and does not have funds to pay the bills in dispute. She testified that she already has listings for agencies that provide utility bill payment assistance but she has been told either that an agency does not have any funds or that her bill is too high. She stated that she has an appointment with the DC Energy Department. [REDACTED] [REDACTED] testified that she does not want a lien upon her property and that she has always paid her property taxes and water bill to avoid the possibility of a lien being placed on the property.

Ms. Wright asserted that the charges are valid. Ms. Wright pointed out that the plumber's statement was that there was no shut-off valve and a shut-off valve was installed.

Ms. Wright pointed to D.C. Municipal Regulation Section 21-407.4 and asserted that under the regulation, a property owner is responsible for repair of any water leak on his/her property. She stated that had the customer fixed the broken pipe on the house in the rear of the property, the regulation provides a possible adjustment not to exceed fifty percent (50%) of the excess water usage caused by the leak. Ms. Wright asserted that, in this case, the customer did not have the leak repaired. Ms. Wright asserted that putting a shut-off valve is a band aid approach to the plumbing issue, not a repair and that the customer merely cut-off the water supply to the second house and if one opened the valve, the leak would resume.

[REDACTED] interjected that the plumber told her that all that was needed to repair the water issue at the rear house was a shut-off valve. [REDACTED] [REDACTED] asserted that a shut-off valve existed at the house and that the plumber replaced the existing valve. Ms. Wright read the plumber's statement on the customer's bill wherein the plumber wrote that there was no main valve and the plumber added a shut-off valve to isolate the water.

[REDACTED] [REDACTED] asserted that she is on disability and cannot pay the charges. She asserted that it is not fair of DC Water to demand Six Thousand Dollars (\$6,000.00) from her. She stated that she did not generate the problem herself and that she has been a faithful customer who always tried to pay her bill. [REDACTED] [REDACTED] testified that she receives Thirteen Hundred Dollars (\$1,300.00) in disability payments. She stated that her son, sister and niece live with her but that none of them was working and as such are unable to assist her with the payment of the water and sewer bill.

Ms. Wright stated that she would go to the Collections Department to discuss [REDACTED] [REDACTED] financial situation and whether a payment plan could be offered tailored to the customer's financial limitations. Ms. Wright acknowledged that DC Water typically demands

one-third down payment as a prerequisite to entry into a payment plan; [REDACTED] [REDACTED] stated that she cannot pay Two Thousand Dollars (\$2,000.00).

A brief recess was granted to allow Ms. Wright to consult with Collections regarding the customer's situation and upon Ms. Wright's return to the hearing room, she informed [REDACTED] [REDACTED] that no down payment would be required of her to enter into a payment plan with DC Water. Ms. Wright stated that pursuant to the offered payment plan, the customer would pay One Hundred Eighty-five Dollars (\$185.00) for three (3) years in addition to paying her current and on-going charges for water and sewer service. Additionally, Ms. Wright stated that a late charge imposed on the account on March 1, 2017 should be removed in the amount Four Hundred Seventy-three Dollars and twenty cents (\$473.20). Ms. Wright stated that she would adjust the customer's account as of the day of the hearing to remove the late charge and after the adjustment the customer would owe a balance due of Six Thousand One Hundred Seventy Dollars and ninety-four cents (\$6,170.94).

The parties agreed that the terms of the proposed payment plan would be stayed pending a decision in this dispute and that the customer could avail herself of the plan if desired after the decision is received.

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

#### FINDINGS OF FACT

1. Two (2) houses occupy the property involved in this dispute; the property is owned by [REDACTED] [REDACTED] (Testimony of [REDACTED] [REDACTED])
2. The period in dispute is December 28, 2016 to February 16, 2017 and involves two (2) billing cycles for bills dated January 20, 2017 and February 21, 2017. (Testimony of the parties)
3. Two (2) plumbing issues occurred at the property during the period in dispute- first, a pipe burst outside of the house situated in the rear of the property; second, a toilet flapper was defective in the main house on the property. (Testimony of [REDACTED] [REDACTED] invoices of Jiffy Plumbing, Heating and Cooling dated 1/28/17 and 3/3/17)
4. The plumber installed a shut-off valve to stop the loss of water emanating from the burst pipe but the pipe, itself, was not repaired. (Invoice of Jiffy Plumbing, Heating and Cooling dated 1/28/17; Testimony of Eileen Wright)
5. Prior to receipt of each Bill Summary now in dispute, the customer was unaware of the existence of a burst pipe on the property and of a defective toilet and with respect to each defect, after receiving her bill, the customer contacted a plumber to investigate and repair the problem. (Testimony of [REDACTED] [REDACTED])
6. Following repair of the faulty toilet flapper, the customer's water and sewer bill returned to within normal range. (Testimony of [REDACTED] [REDACTED])

#### CONCLUSIONS OF LAW



1. The burden of proof is on the customer to show, by a preponderance of evidence, that the decision of DC Water is incorrect. (21 DCMR 420.7 and 420.8)
2. 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. After investigation of the cause of a leak, if it is determined that the leak is "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 the "General Manager may, at his discretion, upon request of the owner, adjust the bills for the periods during which the leak occurred by an amount not to exceed 50% of the excess water usage of the average consumption of water at the same premises..." (See, 21 DCMR 407.5)

### DECISION

The customer in this matter cannot establish a prima facie case that more likely than not the charges in dispute are wrong. In fact, the customer testified that there was a burst pipe on the property and a defective toilet, both, during the period in dispute and upon repair of the plumbing issues which occurred one after the other, the customer's water usage declined and her bill returned to within normal range. Based upon her financial situation and past good payment history, the customer challenged the charges, in effect, to seek relief from payment not because the water usage did not occur but because she lacked the financial ability to pay the charges.

The Hearing Officer has no discretion under the rules and regulations applicable to bill disputes to relieve a customer from payment of valid charges due to a customer's financial limitations to pay. In this case, the customer testified that she had sought assistance from various agencies to pay the charges and was unsuccessful in obtaining assistance. Ms. Wright, on the other hand, was able to obtain favorable terms through waiver of the customary down payment in order to enter a payment plan with DC Water for payment of services charges; what Ms. Wright was able to discuss with Collections and offer to the customer was relief based upon an administrative decisions outside of the purview of authority granted to the Hearing Officer.

As such, it is the determination of the Hearing Officer that the charges are valid. Ms. Wright has agreed to adjust the customer's account through the removal of \$473.20 in late charges, thereby, making the balance due as of the hearing date to be \$6,170.94. Pursuant to 21 DCMR 406, a customer is not entitled to an adjustment of her account when excessive water usage is cause by an interior fixture such as toilet or other leaks. As Ms. Wright pointed out during the hearing, had the customer repaired the burst pipe as opposed to merely stopping the loss of water from the pipe, relief might have been appropriate pursuant to 21 DCMR 407, however, no such repair was made.

Accordingly, the customer's account shall be adjusted by removal of the late charge as identified by Ms. Wright if the same has not already been removed and the customer is responsible for payment of \$6,170.94 in charges for the periods December 16, 2016 thru February 16, 2017.

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

Copy to:

██████████  
██████████ Ely Place, SE  
Washington, DC 20019

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

IN RE: [REDACTED]  
[REDACTED] 32<sup>nd</sup> Street, NW  
Washington, DC 20015

Account No: [REDACTED]

Periods and Amounts in Dispute:  
12/28/16 to 2/27/17 - \$490.55  
2/27/17 to 3/28/17 - \$177.63

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

The customer contested a water and sewer bill for the periods of time noted above. The DC Water and Sewer Authority (DC Water) investigated the water and sewer charges and determined that the charges are valid and an adjustment to the disputed bill was not warranted. The customer appealed DC Water's decision and requested an administrative hearing.

This matter was scheduled for hearing on August 1, 2017. Present for the hearing were: [REDACTED] and Eileen Wright, Senior Customer Care Associate, on behalf of DC Water.

The property involved is a single family residence owned and occupied by [REDACTED]. The property has three (3) bathrooms, one kitchen, a washing machine, utility sink, dishwasher, radiators and two (2) outside faucets. Historically, [REDACTED] states that her water and sewer bill has ranged between One Hundred Dollars (\$100.00) and One Hundred Fifty Dollars (\$150.00) per billing cycle.

[REDACTED] testified that during the periods in dispute, she knew of nothing wrong within her home. She stated that she was on travel and the house was empty 12/22/16 to 1/2/17, 1/19/17 to 1/21/17, and 3/19/17 to 3/25/17. She stated that she was enrolled in auto-pay for payment of her water and sewer bill and noticed that her water was shut-off. [REDACTED] stated that she learned that her credit card had expired and, as such, auto-pay was not working. She stated that her water was shut-off in May 2017 and she telephoned DC Water to pay the arrearage. She testified that she believes that her water usage was high before 12/28/17.

[REDACTED] testified that a technician checked and found that the MTU at her property was broken. The customer complains that she signed up for high usage notifications and got no alert when her usage increased. She stated that she assumes that a toilet caused the high water usage that occurred at the property, however, no repairs were made to cause any decline in water usage. She stated that her son left home in April and bill went down and overall started to decline.

█████ asserted that had she received a high usage alert from DC Water, she would have dealt with the problem occurring at her home. She stated that there is no concrete proof that a toilet caused the high water usage. She stated that she knew that the toilet tended to leak.

Ms. Wright asserted that the charges are valid. She stated that the MTU at the property stopped working in year 2015. She stated that DC Water sent a technician to read the water meter at the property each billing cycle from June 30, 2016 to October 3, 2016. She stated that DC Water estimated the customer's water usage for billing purposes on November 2, 2016- the 11/4/16 bill, however, the utility used actual meter reads for the billings dated 12/5/16 and 1/5/17 covering the periods 11/2/16 to 11/29/16 and 11/29/16 to 12/28/16. Ms. Wright stated that the utility estimated the customer's usage for the period 12/28/16 to 2/1/17, then, obtained a meter read for the following period 2/1/17 to 2/27/17 and there were actual meter reads for billing for the billing cycles thereafter.

Ms. Wright testified that DC Water's Billing Department attempted to contact the customer regarding her high bill on March 8, 2017 however, the telephone number on file for the customer was an invalid telephone number. Ms. Wright stated that the customer's water service was shut-off by DC Water on May 8, 2017 and that the customer contacted DC Water on May 11, 2017. Ms. Wright further testified that DC Water removed the customer's water meter for testing on May 16, 2017 and the meter was determined to have 99.82% accuracy.

Ms. Wright stated that the high usage notification alert system (HUNA) is a courtesy to customers and runs dependent upon the MTU system. She explained that if the MTU fails to transmit, DC Water is unable to provide a HUNA alert.

Ms. Wright testified that she knows that an underground leak did not cause high water usage at the property because such leaks cannot repair themselves and usage declined without repairs being performed.

Ms. Wright asserted that the District of Columbia Municipal Regulations authorize DC Water to estimate a customer's water usage when a MTU fails to transmit.

█████ complained that the service technician should have advised her that high water usage was occurring at her home. Ms. Wright responded with the reminder that DC Water had attempted to contact the customer, however, the telephone number on file was invalid. Ms. Wright testified that DC Water sent the customer her bill by email. █████ stated that she looked and saw that she had an email from DC Water but she did not look at the water bill. █████ explained that she assumed that the water bill did not require her scrutiny after her paying the water bill for the past nineteen (19) years. She stated that had the email been titled high water usage, she would have paid attention to the email. █████ asserted that DC Water should have emailed her about the impending high water usage charge.

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 [REDACTED]. (Testimony of [REDACTED])
2. The period in dispute is December 28, 2016 to March 28, 2017. (Testimony of the parties)
3. The customer was enrolled in auto-pay and did not pay attention to her water bill assuming what the bill entailed after having paid such bills for nineteen years (19) until her water service was shut-off in May 2017 for non-payment due to the expiration of her credit card. (Testimony of [REDACTED])
4. Prior to the shut-off of the customer's service, DC Water attempted to contact the customer by telephone and was unable to do so because the telephone number for the customer on file with the utility was an invalid telephone number. (Testimony of Eileen Wright)
5. Prior to turning off the customer's water and sewer service, DC Water sent the customer her water bill by email, however, the customer failed to open the water bill for review. (Testimony of the parties)
6. High water usage occurred at the property between February 1, 2017 and March 29, 2017. (DC Water's Usage and Billed History)
7. High water usage was reflected in the bill dated 3/6/17 which was the bill emailed to the customer by DC Water which the customer failed to review. (Testimony of the parties; DC Water's Usage and Billed History)
8. The customer admitted to knowing that a toilet within her home tended to leak. (Testimony of [REDACTED])
9. The customer assumed that a toilet caused the high water usage that occurred at the property. (Testimony of [REDACTED])
10. DC Water removed and tested the water meter from the property and the meter was determined to have 99.82% accuracy.
11. DC Water ruled out the possibility of an underground leak causing high water usage at the property because usage declined without necessity of repairs being performed. (Testimony of Eileen Wright; DC Water Investigation letter dated May 11, 2017.)
12. The MTU at the property stopped meter read transmissions in year 2015 and DC Water would either send a technician to obtain the meter read from the property and estimate the customer's water usage for billing purposes. (Testimony of Eileen Wright; DC Water's Usage and Billed History)
13. DC Water estimated the customer's water usage for the period December 28, 2016 to February 1, 2017 but otherwise had actual meter reads for the remaining time frame of the period in dispute. (DC Water's Usage and Billed History)

14. When the MTU fails to transmit meter reads from a property, DC Water's high water usage alert system cannot function for the system is dependent upon electronic meter reads. (Testimony of Eileen Wright)
15. The customer was enrolled in the HUNA alert system but did not receive a HUNA alert because the MTU was not transmitting from her property. (Testimony of the parties)

#### CONCLUSIONS OF LAW

1. The burden of proof is on the customer to show, by a preponderance of evidence, that the decision of DC Water is incorrect. (21 DCMR 420.7 and 420.8)
2. 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. Equitable laches comes into play when two prerequisites are met- the defendant must have been prejudiced by the plaintiff's delay and the delay must have been unreasonable. (See, King v. Kitchen Magic, 391 A.2d 1184, 1187-88 (D.C. 1978); Fannie B. Martin v. William Carter, 400 A.2d 326 (D.C. 1979).

#### DECISION

The customer contended that had she received an alert of high water usage occurring at her property, she would have addressed the problem, thereby, implying that she could have avoided the charges incurred for high water consumption. The facts and evidence presented however show that the customer ignored not only her water bill reflecting high water usage but also her water and sewer account which had an invalid telephone connected to the account and an expired credit card connected to the account for auto-pay resulting in a shut-off of service to the customer. Moreover, the customer admitted knowledge of a faulty toilet within her home and testified that she assumed that a toilet caused the high water usage. As such, there was opportunity other than through an alert notice for the customer to have mitigated the loss of water and she failed to do so. The defense of laches, which is based in equity and fairness, requires that one have no responsibility in suffering a harm. In this instance, the high charges for excessive water used at the property could have been avoided by the customer if she had not ignored the leaking toilet, read her email from DC Water and/or updated her account at DC Water so that there was a valid telephone number connected to the account.

. DC Water tested the water meter and meter's accuracy was acceptable. Also, the utility could determine that an underground leak did not cause the high water usage that occurred at the property Here the customer acknowledged knowing of a leaky toilet within her house and she assumed that the high water usage was the result of a defective toilet. The Hearing Officer, as such, determines that more likely than not, the toilet did cause the high water usage. Pursuant to 21 DCMR 406, DC Water is barred from adjusting a customer's account when excessive water usage occurs due to a defective interior fixture such as a toilet

Based upon the foregoing, the Hearing Officer hereby AFFIRMS DC Water's determination that the charges are valid and no basis exists to adjust the customer's account.

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

Copy to:

██████████  
██████████ 32<sup>nd</sup> Street, NW  
Washington, DC 20015

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

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

Account No: [REDACTED]

Before Janet W. Blassingame, Hearing Officer  
August 1, 2017 at 2:00 p.m.

**ORDER OF DEFAULT**

The customer contested a Disconnection Notice dated July 2, 2015. The customer filed a complaint in D.C. Superior Court challenging the termination of her water service and seeking injunctive relief. The customer's complaint was dismissed by the D.C. Superior Court based upon a determination that the customer had failed to exhaust her administrative remedies. The customer appealed the dismissal of her court case to the D.C. Court of Appeals. The D.C. Court of Appeals affirmed the Superior Court's dismissal ruling on the basis that the Superior Court had no jurisdiction to hear the customer's suit. The appeals court further determined that DC Water had failed to give the customer notice of the administrative process available to her and the Court directed DC Water to address the customer's billing challenge on the merits. The appeals court declared that if the customer was not satisfied with the result of the administrative hearing, she may then file a petition for review of the agency's decision. DC Water investigated the water and sewer charges and determined that the charges were valid. DC Water sent to the customer a Petition for Administrative Hearing. The customer sent a facsimile transmission to DC Water on August 13, 2015 comprised of a cover page on which was written "Pursuant to the court's order I request a hearing" and she sent supporting documents from the D.C. Superior Court case of [REDACTED] and its appeal to the DC Court of Appeals. The customer next sent a letter, by express mail, to George Hawkins, General Manager of DC Water, in which the customer wrote that she was filing her request for administrative hearing and was seeking refund of all excessive fees, penalties, interest, overcharges and late fees charged to her service. The customer further asserted that the administrative hearing process was unconstitutional and in violation of law. DC Water sought to dismiss the Administrative Hearing Petition and the Hearing Officer granted the unopposed motion. By Consent Order dated June 9, 2017 entered in the matter of [REDACTED], the parties agreed that DC Water would restore the customer's water and sewer service not later than June 12, 2017 pending resolution by DC Water of the merits of the billing dispute.

DC Water scheduled this matter for hearing on August 1, 2017 by Notice Of Hearing sent to the customer. Said notice provided date, time and location of hearing, as well as, instructions if need arose to reschedule the hearing and notice that failure to appear at the scheduled hearing may result in a default judgment being entered against the customer.

On August 1, 2017, Eileen Wright, Sr. Customer Care Associate, DC Water, was present



for hearing on behalf of DC Water; the customer was afforded a thirty (30) minute grace period and although the hearing was delayed until 2:30 p.m., the customer, failed to appear for the hearing and at no time either before or after the scheduled hearing, has the customer requested to reschedule the hearing.

The letter of notification that was sent to the customer advised her 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 or to provide any subsequent request to reschedule the hearing, a default judgment is entered against the customer and the determination that the Disconnection Notice is valid and the charges assessed to the account are valid is AFFIRMED.

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

Copy to:

██████████  
██████████ Ingraham Street, NW  
Washington, DC 20011

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

IN RE: [REDACTED]

[REDACTED] Old Meadow Rd  
Suite 305  
McLean, VA 22102

Service Address:  
[REDACTED] 4<sup>th</sup> Street, NE

Account No. [REDACTED]

Amount in Dispute: \$101,157.68

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

MEMORANDUM TO FILE

The customer contested a water and sewer bill for the period May 5, 2016 to February 9, 2017. The DC Water and Sewer Authority (DC Water) investigated the water and sewer charges and determined that an adjustment to the disputed bill was not warranted. The customer appealed DC Water's decision and requested an administrative hearing.

This matter was scheduled for hearing on August 2, 2017. Present for the hearing were: [REDACTED], Anthony Agnew of the H St. Community Development Corporation, and, Eileen Wright, Senior Customer Care Representative, on behalf of DC Water.

Ms. Wright requested and was granted opportunity to talk with the customer's representatives prior to start of the hearing. The parties convened discussions in an adjacent office to the hearing room.

Ultimately, Ms. Wright informed the Hearing Officer that the parties reached a settlement of the dispute and a hearing would not go forward. Ms. Wright did not reveal the terms of settlement.

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

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

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

Account No: [REDACTED]

Amount in Dispute: \$690.31

Before Janet W. Blassingame, Hearing Officer  
August 2, 2017 at 10:00 a.m.

The customer contested a water and sewer bill for the period August 19, 2016 to November 21, 2016. The DC Water and Sewer Authority (DC Water) investigated the water and sewer charges and determined that the charges are valid and an adjustment to the disputed bill was not warranted. The customer appealed DC Water's decision and requested an administrative hearing.

This matter was scheduled for hearing on August 2, 2017. Present for the hearing were: [REDACTED] along with his brother, [REDACTED] [REDACTED], and Eileen Wright, Senior Customer Care Associate, on behalf of DC Water.

The property involved is a single family residence purchased by [REDACTED] in year 2003. The house has two (2) bathrooms, one kitchen, one outside faucet, a dishwasher and a washing machine. [REDACTED] [REDACTED] stated that his water and sewer bill has ranged from Seventy Dollars (\$70.00) to One Hundred Thirty-four (\$134.00) per billing cycle. During the period in dispute, [REDACTED] lived alone, however, his brother now resides with him in the house.

[REDACTED] [REDACTED] explained that he was enrolled in auto-debit for payment of his water and sewer service charges. He stated that he was told in early Fall 2016 that a spike had occurred in his water usage.

[REDACTED] [REDACTED] testified that there has been a twelve (12) year seepage of water in the street in front of his residence. He stated that a water main broke and DC Water was working outside of his house in October or November 2016. He stated that his water service was interrupted for a twelve (12) hour period due to the water main break.

[REDACTED] [REDACTED] testified that DC Water sent a service technician to the property in December 2016 but no leaks were found. He testified that the service technician removed the water meter for testing. [REDACTED] [REDACTED] stated that water usage at the house declined in December 2016 to a charge of Ninety-four Dollars (\$94.00) based upon an actual meter read. He stated that water usage had been estimated by DC Water for the period August 19, 2016 to November 21, 2016 which is the period in dispute.

██████████ complained that he did not receive an alert from DC Water that high water usage was occurring at his home.

██████████ stated that he did not hire a plumber and that no plumbing work has been performed at the property.

Ms. Wright stated that DC Water has determined that the charges are valid. She pointed out that the customer has an automated water meter with a meter transmittal unit (MTU). Ms. Wright stated that when the MTU fails to transmit, DC Water can estimate a customer's water usage for billing purposes. She stated that in this instance, DC Water estimated the customer's water usage too low and when the utility obtained an actual meter read on November 21, 2016, it determined that its prior estimates of the customer's water usage were too low.

Ms. Wright testified that the bill dated November 29, 2016 was for a period of ninety-four (94) days covering the period of August 19, 2016 to November 21, 2016.

Ms. Wright stated that DC Water scheduled an audit of the property for January 6, 2017, however, the audit was rescheduled for January 12, 2017 due to weather. She stated that when the audit was performed, no leaks were found at the property.

Ms. Wright testified that DC Water removed and tested the water meter and meter was determined to have 99.68% accuracy.

Ms. Wright stated that she does not know what occurred at the property to cause high water usage. She stated that she believes that the high usage actually started in June 2016 because usage at the property was up in June 2016 to 11 CCFs of water. Ms. Wright stated that she does know that an underground leak was not the cause of the usage because the water meter dial no longer is spinning and an underground leak requires repair to stop the leak. Ms. Wright also asserted that the high water usage was not caused by any repair taking place in the street in front of the customer's home because only water going through the meter is charged to the customer and street work or water loss due to work in the street does not affect customer water usage.

██████████ complained and questioned why he was not told that DC Water was estimating his water usage. Ms. Wright responded that the bill sent to the customer reflects whether usage is estimated or based upon an actual meter read. Ms. Wright cited 21 DCMR 308.4 as granting DC Water authority to estimate a customer's water usage when the MTU fails to transmit. Ms. Wright asserted that she views the customer's use of 11 CCFs of water in June 2016 as a flag that something was going on at the property causing increased water usage prior to the period that the utility estimated the customer's water usage.

Ms. Wright testified that she knows that the usage was caused by a fixture or outside faucet. She also pointed out that the water usage declined before the service technician was out

to the property to inspect for leaks. Lastly, Ms. Wright stated that the customer used an average of 24 CCFs of water during the two (2) months that water usage was estimated.

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 by [REDACTED]. (Testimony of [REDACTED])
2. The period in dispute is August 19, 2016 to November 21, 2016. (Testimony of the parties)
3. DC Water estimated the customer's water usage for billing purposes for two (2) billing cycles- August 19, 2016 to September 23, 2016 and September 23, 2016 to October 25, 2016. (Testimony of Eileen Wright; DC Water Billed and Usage History)
4. The MTU at the property failed to transmit sometime in July 2016 and was replaced on January 12, 2017. (DC Water Billed and Usage History)
5. DC Water sent a technician to read the water meter for the billing in August 2016 and in November 2016. (DC Water Billed and Usage History)
6. Based upon the November 2016 meter reading, the utility determined that it had under estimated water used at the property during the prior two (2) billing cycles of September and October. (Testimony of Eileen Wright)
7. DC Water adjusted the customer's account based upon the meter read obtained in November 2016 and sent the customer an adjusted bill extending over ninety-four (94) days which forms the basis of the customer's bill dispute. (Testimony of the parties)
8. DC Water sent a service technician to inspect the property and no leaks were found. (Testimony of the parties)
9. DC Water removed and tested the water meter and the meter was determined to have 99.68% accuracy. (Testimony of Eileen Wright; DC WASA Meter Test Results)
10. Prior to the utility estimating the customer's water usage starting in August 2016, the customer's water usage as reflected in the meter read obtained August 19, 2016 was above normal usage at 11 CCF whereas the customer had previously not had usage above 7 CCF which occurred in April 2015. . (DC Water Billed and Usage History; Testimony of Eileen Wright)
11. DC Water ruled out the existence of an underground leak as a possible cause of the customer's increased water usage because usage declined without necessity of repairs being performed. (Testimony of Eileen Wright; DC Water Investigation Letter dated May 5, 2017)

#### 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)
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.")
6. Equitable laches comes into play when two prerequisites are met- the defendant must have been prejudiced by the plaintiff's delay and the delay must have been unreasonable. (See, King v. Kitchen Magic, 391 A.2d 1184, 1187-88 (D.C. 1978); Fannie B. Martin v. William Carter, 400 A.2d 326 (D.C. 1979).

### DECISION

In this case, the customer cannot establish a case that more likely than not the disputed water bill is wrong or that for some other reason he should not be responsible for payment of the bill.

DC Water estimated the customer's water usage for two (2) billing cycles and then sent a technician to read the water meter. When the water meter was read, the utility determined that its estimates water usage was too low and it sent the customer an adjusted bill based upon the meter read. In sending the adjusted bill to the customer, DC Water was within the perimeters of its authority. DC Water can estimate water usage for billing purposes when it lacks electronic transmissions of meter reads and it can adjust a customer's account based upon an actual meter read. (See, 21 DCMR 308.4 and D.C. Code §34-2202.03(11)) Pursuant to regulation, DC Water is to read a customer's water meter on a quarterly basis and here, it did so. (See. 21 DCMR 308.1 and 309.1) As such, the utility followed its regulations and complied with its authority. Moreover, the utility investigated the customer's bill dispute and it found through testing of the water meter that the water meter was operating sufficiently at 99.68% accuracy. The utility

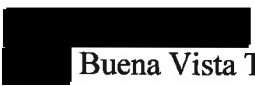
inspected the premises and found no leaks and it ruled out the presence of an underground leak as a possible cause of the high water usage. Lastly, the utility was able to point to water usage increasing prior to its estimating the customer's water usage for two (2) months and the fact that water usage was higher than normal because the period of estimation takes away any defense of surprise on the customer's part that water usage was higher than normal for if the customer had investigated the water usage in August 2016, he very well might have detected the cause of the high water usage and been able to mitigate his loss. Because water was high in August 2016 before the utility started to estimate the customer's usage, equity does not protect the customer from the resulting high bill because the customer inattention or failure to act in response to high water usage occurring at the property in August 2016, negates any argument of surprise that such high usage continued in succeeding months. The equitable defense of laches is only available when the harm is no fault of the customer and in this case, the customer had opportunity to prevent or mitigate the harm suffered by him when water usage increased at the property and he did not do so.

When all checks and tests fail to determine the cause of excessive water usage at a property, the regulations dictate that the customer's pays for the water used and DC Water does not adjust the customer's account for the excessive water used. (See, 21 DCMR 408)

Accordingly, the determination of 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: Sept 1, 2017

Copy to:

  
Buena Vista Terrace, SE  
Washington, DC 20020

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

IN RE: [REDACTED]  
[REDACTED]  
[REDACTED] M Street, NW  
Washington, DC 20036

Account No: [REDACTED]

Amount in Dispute: \$1,268.86

Before Janet W. Blassingame, Hearing Officer  
August 2, 2017 at 11:00 a.m.

ORDER OF DISMISSAL

The customer contested a water and sewer bill for the period March 31, 2017 to April 28, 2017. The DC Water and Sewer Authority (DC Water) investigated the water and sewer charges and determined that an adjustment to the disputed bill was not warranted. The customer appealed DC Water's decision and requested an administrative hearing.

This matter was scheduled for hearing on August 2, 2017. Michael Telenuvia came to [REDACTED], on behalf of [REDACTED], for the hearing. Eileen Wright, Senior Customer Care Associate, was present on behalf of DC Water.

Ms. Wright engaged Mr. Telenuvia in conference regarding the dispute and advised him that the bill had been adjusted by DC Water based upon a comparable period. Ms. Wright advised the Hearing Officer that Mr. Telenuvia did not wish to go forward with the hearing and was satisfied with the adjustment of the account.

Accordingly, this matter is DISMISSED as resolved and settled.

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

Date: Sept 1, 2017

Copy to:

[REDACTED]  
[REDACTED] M Street, NW  
Washington, DC 20036-2503