

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

IN RE: [REDACTED]

[REDACTED] Peaceful Lane  
Silver Spring, MD 20904

Service Address:  
[REDACTED] 2nd Street, NW

Account No: [REDACTED]

Amount in Dispute - \$ 2,244.22

Before Janet W. Blassingame, Hearing Officer  
January 4, 2017 at 1:00 p.m.

**ORDER OF DEFAULT**

The customer contested a water and sewer bill for the above account for the period of time October 3, 2015 to May 12, 2016. The DC Water and Sewer Authority (DC Water) refused to honor the customer's request for an investigation based upon the untimeliness of the dispute. This matter was sent to the Hearing Officer upon DC Water's Motion to Dismiss Administrative Hearing and the Hearing Officer denied the motion and directed that the matter be set for hearing.

This matter was been scheduled for hearing on January 4, 2017. On January 4, 2017, present for the hearing were Venus Marr on behalf of DC Water and Eileen Wright, Sr. Customer Care Associate, DC Water.

The customer was afforded a thirty (30) minute grace period and although the hearing was delayed until 10:30 a.m., the customer failed to appear and did not otherwise notify the utility of any problem preventing their appearance for the scheduled hearing. The letter of notification that was sent to the customers 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, Hearing Officer

Date: Feb. 28, 2017

Copy to:

[REDACTED]

[REDACTED] Peaceful Lane

Silver Spring, MD 20904

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

IN RE: [REDACTED]

[REDACTED] Warren Street, NW  
Washington, DC 20016

Account No: [REDACTED]

Amount in Dispute - \$ 1,057.13

Before Janet W. Blassingame, Hearing Officer  
March 1, 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 December 4, 2015 to January 7, 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 November 8, 2016 and was continued to January 4, 2017 based upon the customer's representation that his lawyer was unable to get out of court to attend the scheduled hearing with him. On January 4, 2017, present for the hearing were Venus Marr on behalf of DC Water and Eileen Wright, Sr. Customer Care Associate, DC Water; neither the customer nor an attorney on his behalf appeared for the scheduled hearing. The customer was noted as having defaulted.

Before a judgment of default was entered on the record, in error, DC Water re-set this matter for hearing on March 1, 2017. Notice of hearing was sent to the customer but, again, neither the customer nor an attorney on his behalf appeared for the hearing; Eileen Wright was present for the hearing 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] Warren Street, NW  
Washington, DC 20016

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

IN RE: [REDACTED]

[REDACTED] 48<sup>th</sup> Street, NW  
Washington, DC 20016

Account No: [REDACTED]

Amounts in Dispute - \$ 1,733.39

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

The customer contested water and sewer bills for the above account for the periods of time May 5, 2015 to June 7, 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 January 10, 2017. Present for the hearing were: [REDACTED] Eileen Wright, Sr. Customer Care Associate, DC Water; Venus Marr on behalf of DC Water; Nakeysha Minor, Executive Assistant to the General Manager, DC Water (observing only); and, Geneva Green, Customer Service Manager, DC Water (observing only).

The property involved is a single family residence having four and one-half (4 ½) bathrooms, one kitchen, a washing machine, a dishwasher, three (3) outside spigots, an irrigation system and a utility sink. Two (2) people occupy the property and the property has been owned by [REDACTED] and her husband since July 2011. The customer stated that her water and sewer bill has historically been approximately One Hundred Forty Dollars (140.00) per billing cycle.

[REDACTED] testified that since living at her residence, she has gotten roughly only one water and sewer bill each year based upon an actual meter reading. She stated that she was told by DC Water that there is a problem getting electronic meter read transmissions from her property. [REDACTED] stated that DC Water would send a technician to read the meter once per year.

[REDACTED] testified that there were no broken pipes or leaks at the property. She testified that they do not use the irrigation system and during the period in dispute, they took no extended trips and they had no visitors for any extended period.

[REDACTED] surmised that the only thing that could have caused high water usage was when Washington Gas replaced pipelines at the property in the fall of 2015. [REDACTED] speculated that maybe the utility cut her water line but she noted that she did not see any water.

[REDACTED] testified that even though DC Water has estimated her water usage for extended periods, the bill being disputed is the first one where the utility has sent an adjusted bill and is seeking additional money.

Ms. Marr testified that the bill disputed by the customer reflects billing from estimate to actual readings. Ms. Marr noted that Title 21, Section 308.4 of the Municipal Regulations of the District of Columbia allow DC Water to estimate a customer's water consumption when the meter transmission unit is not transmitting meter readings. Ms. Marr testified that DC Water has estimated [REDACTED] water consumption due to the location of the water meter. Ms. Marr explained that the water meter is situated in a tree space and the meter has a metal lid. She stated that the meter is also situated near a park space, all of which can interfere with meter read transmissions. Ms. Marr stated that DC Water continues not to receive meter read transmissions from the property due to the location of the meter. She stated that the MTU has never transmitted and that the MTU will not be able to transmit due to the metal lid covering the water meter. Ms. Marr stated that she had no record of the utility evaluating whether or not there is a metal lid covering the meter and she indicated that the Meter Operations Department would have to be consulted as to the likelihood of securing a new top for the water meter which would allow electronic transmissions to take place.

Ms. Marr testified that DC Water did remove and test the water meter. She testified that the water meter had 97.7% accuracy.

Ms. Marr stated that whenever a customer sees that she or he has a bill based upon an estimate of water consumption, the customer can contact DC Water to have the water meter read. Ms. Marrht stated that DC Water has so many projects that the utility does not have the ability to send a technician to every property to read the water meter when the MTU fails to transmit, however, on specific request by a customer, a technician will be sent to read a water meter.

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

#### FINDINGS OF FACT

1. The property involved is a single family residence owned by occupied by [REDACTED] and her husband. (Testimony of [REDACTED])
2. The period in dispute is May 5, 2015 to June 7, 2016. (Testimony of the parties)
3. The MTU at the property has never transmitted meter reads and it is not foreseen that it will transmit reads in the future. (Testimony of Venue Marr)
4. A possible cause of the MTU transmission failure is the location of the water meter. (Testimony of Venus Marr)
5. The water meter has a metal lid which will also prevent transmission receipt from the MTU. (Testimony of Venus Marr)
6. DC Water has not evaluated the cause of the MTU transmission failure or if the metal lid over the water meter can be replaced and if replaced, whether MTU would then function; the Meter Operations branch of DC Water would evaluate the MTU transmission failure, however, there is no record of such evaluation or a request that such an evaluation be performed. (Testimony of Venus Marr)
7. DC Water periodically sends a technician to the property to read the water meter but the utility does not have the ability to send a technician to the property on a monthly basis. (Testimony of Venus Marr)

8. Water usage at the property was estimated by DC Water for the period in dispute which covered twelve (12) billing cycles. (Testimony of Venus Marr)
9. With respect to the period in dispute, DC Water obtained a meter reading from the property on May 5, 2015, then, estimated usage for the next twelve (12) billing cycles before it sent a technician to again read the water meter. (Testimony of Venus Marr)
10. When the water meter was read on June 7, 2017, DC Water determined based upon the meter reading that its estimation of water usage at the property over the prior twelve (12) billing cycles had been too low and, as such, it sent the customer an adjusted water and sewer bill based upon the meter readings. (Testimony of Venus Marr)
11. DC Water lacks the ability to determine when there was an increase in water usage at the property because it does not have meter read transmissions from the property. (Testimony of Venus Marr)
12. The customer is unaware of any increase in water usage occurring at the property. The customer is unaware of any leaks or plumbing issues at the property, does not use the irrigation system and has had no extended visit guests or been personally away from the property for any extended period of time. (Testimony of [REDACTED])
13. DC Water removed and tested the water meter and the meter was determined to have 97.77% accuracy. (Testimony of Venus Marr)
14. Since the meter removal, which occurred in September 2016, the new MTU has not transmitted meter reads and DC Water has sent a technician to read the water meter for two (2) billing cycles. The meter has recorded the customer's usage to be within historical levels. (Testimony of Venus Marr; DC Water Usage Information-Production Files)

#### 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 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)
3. 21 DCMR 405 Adjustment for Meter or Computation Errors
  - 405.1 If the investigation discloses meter overread or faulty computations, adjustment(s) shall be made to reflect the correct charges, as indicated by the correct reading or corrected computations.
  - 405.2 If the investigation reveals doubtful meter registration or possible meter malfunction, the Department shall remove the meter and test it.
  - 405.3 If the results of the tests under §405.2 verify doubtful registration or meter malfunction, the bill shall be adjusted to equal the average consumption of water at the same premises for up to three (3) previous comparable periods for which records are available.
  - 405.4 If records for up to three (3) comparable billing periods are not available, the bill shall be adjusted in accordance with the provisions of §408.2.

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).
5. 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)
6. Meters shall be read quarterly or at such other times as the General Manager shall determine. (21 DCMR 308.1)

#### DECISION

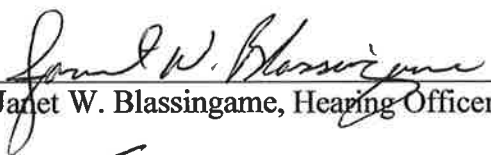
In this case, the customer is entitled to the equitable defense of laches based upon the premise that the utility had an obligation to read the water meter within a reasonable period of time- three (3) months- and failed to do so and as such, it is unfair to the customer to be sent a large bill for water used over an extended period of time when the customer was unaware that high water usage was occurring at the property.

DC Water was aware that the customer's MTU was not transmitting meter reads and in response thereto, the utility would send a technician to read the water meter on an intermittent basis. With respect to the period at issue, the utility took almost thirteen (13) months before it read the customer's water meter from the time of the last actual meter reading. The testimony and evidence presented showed an indifference or lack of attention to the known problem existing at this property. DC Water asserted that the MTU did not transmit due to its location and/or the fact that it had a metal lid, however, no effort was or is being made by the utility to investigate the cause of the problem and take any action to correct the problem through an evaluation by its Meter Operations unit. Knowing of the MTU transmission problem and not taking any action to correct the same, DC Water had and continues to have a responsibility to read the water meter at regular intervals and not wait until the customer requests a meter reading or to send a technician out to read the meter in a haphazard and random manner or when it is most convenient for the utility.

As noted, the customer was sent estimated billings for over a year. Pursuant to the applicable regulation, when the MTU fails to transmit the utility can bill based upon prior usage and thus estimate that the customer is using what she or he used in the past. (See, 21 DCMR 308.4). The utility, however, estimated the customer's water usage for too long a period of time for the regulations also state that water meters are to be read on a quarterly basis. In this case, the utility failed to read the water meter as proscribed by regulation. (See 21 DCMR 308.1)


As such, the determination by DC Water that the charges are valid and no adjustment to the account is warranted is hereby REVERSED. DC Water is directed to adjust the customer's account for the period in dispute to equal the average consumption of water at the property for up to three (3) previous comparable periods for which records are available.



  
Janet W. Blassingame, Hearing Officer

Date: Feb. 28, 2017

Copy to:

  
48<sup>th</sup> Street, NW  
Washington, DC 20016

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

IN RE: [REDACTED]  
[REDACTED] 4<sup>th</sup> Street, NE  
Washington, DC 20002

Account No: [REDACTED]

Amounts in Dispute - \$ 577.22

Before Janet W. Blassingame, Hearing Officer  
January 10, 2017 at 1:00 p.m.

The customer contested water and sewer bills for the above account for the periods of time May 29, 2016 to June 29, 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.

This matter was scheduled for hearing on January 10, 2017. Present for the hearing were: [REDACTED], Eileen Wright, Sr. Customer Care Associate, DC Water; and, Venus Marr on behalf of DC Water.

The property involved is a row house with a basement apartment. The upper living area has two and one-half (2 ½) bathrooms, a washing machine and a kitchen. The basement apartment has one bathroom and a kitchen. The house has radiators and there is a faucet in the storeroom. [REDACTED] stated that she has owned the property since the late 1980's and that she moved into the house to occupy the upper level in 1992; she stated that the basement apartment has always been rented. [REDACTED] stated that the water and sewer bill for the house generally ranges between Forty-eight Dollars (\$48.00) and Sixty Dollars (\$60.00) per billing cycle.

[REDACTED] testified that her tenant travels a lot and specifically during the period in dispute, the tenant was out-of-town for all but eleven (11) days.

[REDACTED] testified that she was told that water usage at the house spiked on June 2, June 6, June 9 and June 14, 2016. [REDACTED] testified that her tenant was not at the house on each of the spike days and that, she, herself, was in Houston, Texas for a lot of the summer for the purpose of caring for her mother and she does not think that she was home on any of the days that water usage spiked at the property. The customer stated that she did not turn off the water within the house when she was out-of-town.

[REDACTED] further testified that her tenant was not aware of any running toilets. [REDACTED] testified that she was not aware of any running toilet, that she had not seen any standing water in or about the house and that she knew of no leaks.

She testified that DC Water was out to the property for one day in May 2016 for the purpose of cleaning out the valves. [REDACTED] stated that she had a recurring sewer problem

1

which DC Water were address by cleaning out the valves.

Ms. Wright testified that there was a functioning MTU at the property which transmitted meter reads from the property. Ms. Marr testified that there was high water consumption occurring at the property between May 30, 2016 and June 14, 2016. [REDACTED] acknowledged that her tenant was gone from May 30, 2016 to June 29, 2016 and Ms. Marr stated that there was a drastic decline in water usage between June 14, 2016 and June 29, 2016 during which period only one CCF of water was used at the property.

Ms. Marr testified that DC Water removed and tested the water meter and the meter was determined to have 98.59% accuracy which is within the accepted range of meter accuracy as established by the American Water Works Association.

Ms. Marr also testified that DC Water sent the customer a high usage notice alert when high water usage was occurring at the property; [REDACTED] acknowledged receiving the alert.

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 row house with a basement apartment owned by [REDACTED] (Testimony of [REDACTED])
2. The period in dispute is May 29, 2016 to June 29, 2016. (Testimony of the parties)
3. The MTU at the property was functioning and the bill in dispute is based upon actual meter reads. (Testimony of Eileen Wright; DC Water Usage History)
4. DC Water removed and tested the water meter and the meter was determined to have 98.59% accuracy. (Testimony of Venus Marr; DC Water Meter Test Report)
5. High water usage registered on the water meter from May 30, 2016 to June 14, 2016. (Testimony of Venus Marr; DC Water Meter Read Report)
6. The customer received a High Usage Notice Alert (HUNA) advising that high water usage was occurring at the property. (Testimony of the parties)
7. The customer's tenant was away from the property on travel as of May 30, 2016 to June 3, 2016, June 6, 2016 to June 10, 2016, and June 12, 2016 to June 17, 2016. (Testimony of [REDACTED]; Hearing Petition of [REDACTED] emailed November 8, 2016)
8. The customer is unsure of whether she was present at the property but believes that she was likely in Houston, TX caring for her mother during the period in dispute. (Testimony of [REDACTED])
9. Neither the customer nor her tenant was aware of the existence of any running toilets or plumbing problems at the property, notwithstanding the HUNA alert. (Testimony of [REDACTED])
10. The DC Water Meter Read Report reflects no stoppage of water usage at the property until August 31, 2016 when usage stopped for a period of eight (8) days resuming after September 7, 2016. (DC Water Meter Read Report -Star report showing usage from 4/1/2016 to 12/6/2016)

### CONCLUSION OF LAW

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)

### DECISION


The customer in this matter was unable to establish that more likely than not the disputed bill was incorrect.

The evidence and testimony established that high water registered on the water meter at the property beginning May 30, 2016 and based upon a meter test, the meter was determined to be accurate at 98.59%. Also, the bill was based upon actual meter reads from the property and it was established that the MTU was functioning and sending electronic meter reads on a regular basis from the property. Most importantly, the customer received a HUNA alert advising that high water consumption was occurring at the property.

The customer asserted in her Petition that her tenant was away on travel starting May 30, 2016. With respect to herself, the customer was unsure of her whereabouts during the spike in water usage even though she thought that she was likely out of town caring for her mother. The customer also asserted that DC Water performed work to clean out a valve relating to a sewer back-up at the property and the customer implied that said work might have caused the high water usage registration on the meter. In her Petition, the customer stated that the valve work occurred on May 3. As such, no causal connection between the spike and the valve work can be established in that the valve work occurred well before increased water usage registered on the water meter at the property. While the customer did establish that her tenant left on the day that high water usage started registering at the property, such fact does not help the customer meet her burden that the bill was most likely incorrect. To the contrary, the fact that the high usage registration coincided with the tenant's departure lends to speculation that a toilet may have been left running by the tenant upon departure or some other fixture was inadvertently left running causing water loss until someone turned the fixture off or used the toilet again. The fact that the customer is unsure of her own travel schedule makes it impossible to eliminate her from the possibility of being at the property on June 14, 2016 when usage declined. Since the usage declined and DC Water made no repair at the property to cause the decline in water usage, something has done at the property to slow water usage at the property and the customer could have done so. The Hearing Officer notes that the meter reads from the property reflect on-going water usage up until August 31, 2016 when all water usage stopped for a period of eight (8) days with usage resuming registration on the meter after September 7, 2016. Water usage registering on the meter suggests that either someone was present at the property or there was a leak or some other cause of water usage because based upon the customer's testimony that her tenant was traveling for significant periods of time and she was away, there should have been zero (0) registration on the water meter prior to August 31, 2016 but to the contrary the meter was registering usage with no stoppage until August 31, 2016.

Based upon the foregoing, the customer cannot establish that she has been incorrectly billed for water usage. Accordingly, the determination by DC Water that the charge is valid and


no basis exists to adjust the customer's account is hereby AFFIRMED.

  
Janet W. Blassingame, Hearing Officer

Date: Feb. 28, 2017

Copy to:



 4<sup>th</sup> Street, NE  
Washington, DC 20002

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

IN RE: [REDACTED]

[REDACTED] Maemore Court  
Forestville, MD 20747

Service Address:  
[REDACTED] 3<sup>rd</sup> Street, NE

Account No: [REDACTED]

Amounts in Dispute - \$ 1066.46

Before Janet W. Blassingame, Hearing Officer  
January 10, 2017 at 2:00 p.m.

The customer contested water and sewer bills for the above account for the periods of time August 31, 2016 to October 31, 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.

This matter was scheduled for hearing on January 10, 2017. Present for the hearing were: [REDACTED] Eileen Wright, Sr. Customer Care Associate, DC Water; and, Venus Marr on behalf of DC Water.

The property involved is rental property owned by [REDACTED]. The property has one and one-half (1 ½) bathrooms, one kitchen, a dishwasher, a washing machine. [REDACTED] stated that her tenant vacated the property on July 15, 2016 and that the property was vacant during the period in dispute. [REDACTED] stated that the property is her childhood home and that she inherited the property from her father ten (10) years ago. She stated that the water and sewer bill generally ranged between Fifty Dollars (\$55.00) and Sixty-five Dollars (\$65.00) per billing cycle.

[REDACTED] testified that when the tenant vacated the property, the tenant left behind a water and sewer bill in the amount of Fifty-five Dollars and forty-nine cents (\$55.49) She stated that the next bill which came in July 2016 was for Sixty-four Dollars and sixty-five cents (\$64.65) and that she paid both the June and July bills for water and sewer. [REDACTED] complains that the next bill in August 2016 was for Eight Hundred Thirty-eight and thirteen cents (\$838.13) and no one was occupying the property.

[REDACTED] testified that a DC Water technician inspected the property on November 4, 2016 and no leaks were found.

[REDACTED] testified that in October 2016 her bill reflected that 78 CCF of water had been consumed, that in November 2016 her bill reflected that 23 CCF of water had been consumer, but in both December 2016 and January 2017, her bill reflected zero usage.

██████████ stated that she had the house cleaned by Urban Management on July 20, 2016 and thereafter the property was advertised for rent and a lock box was placed on the door. ██████████ at acknowledged that even though no one was occupying the house, the water was still on and had not been turned off. ██████████ stated that 2 CCFs of water were used at the property during the month after her tenants vacated.

Ms. Marr testified that between August 4, 2016 and September 12, 2016, there was little or no usage registering on the water meter. She stated that the spike in water usage at the property was from September 13, 2016 to October 4, 2016. Ms. Marr testified that usage stopped at the property on October 5, 2016. Ms. Marr stated that someone either made a repair or turned something off at the property on October 5, 2016 causing the water usage to stop.

Ms. Wright interjected that DC Water knows that the high water usage was not caused by an underground leak because usage stopped without the necessity of DC Water doing any repairs at the property and an underground leak in order to stop must be repaired.

Ms. Marr stated that DC Water removed and replaced the water meter at the property but the meter was not tested.

Ms. Wright stated that DC Water technicians have told her that a water meter is not designed to run fast and then stop if it is broken. Ms. Wright stated that if the water meter is broken, the meter would continue to run fast.

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

1. The property involved is rental property owned by ██████████ (Testimony of ██████████)
2. The period in dispute is August 31, 2016 to October 31, 2016. (Testimony of the parties)
3. The property was not occupied during the period in dispute, however, it was listed for rental and there was a lock box on the door to provide access inside of the property. (Testimony of ██████████)
4. There was a significant increase in water usage at the property between September 13, 2016 and October 4, 2016, which encompassed two (2) billing cycles August 31, 2016 to September 30, 2016 and September 30, 2016 to October 31, 2016. (Testimony of Venus Marr)
5. DC Water conducted an interior inspection of the property on November 4, 2016 and no leaks were found. (Testimony of ██████████; DC Water Investigation Letter dated November 29, 2016)
6. DC Water ruled out the presence of a meter leak during the internal inspection of the property. (DC Water Investigation Letter dated November 29, 2016)
7. DC Water verified the meter reading used to bill the account. (DC Water Investigation Letter dated November 29, 2016)
8. At the time of the interior inspection, there was no water registering on the water meter for all usage stopped at the property after October 4, 2016. (Testimony of Venus Marr)
9. DC Water did not test the water meter at the property. (Testimony of Venus Marr)

10. DC Water eliminated that possibility of the increased water usage being caused by an underground leak because usage stopped without DC Water performing repairs at the property. (Testimony of Eileen Wright)
11. There was registration of water usage on the water meter at the property after the customer's tenants vacated on July 15, 2016, in that, 2 CCFs of water registered on the water meter between 7/29/16 and 8/31/16. (DC Water Usage History log)

### 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.

### DECISION

The customer established a prima facie case that she did not use the water as charged through her testimony that the property was unoccupied, however, DC Water in its rebuttal of the customer's position that she did not use the water as charged, was able to establish the following:

1. Water was used at the property after the tenants vacated in July 2016;
2. Water remained on at the property after the tenants vacated the property;
3. The property was accessible through use of lock box during the period in dispute;
4. There were no leaks inside of the property;
5. There was not an underground leak causing the increased water usage;
6. The meter reading was verified;
7. The meter did not have a leak; and
8. The charges were based upon an actual meter reading.

The only thing that the utility did not do was test the water meter for accuracy. In investigating a

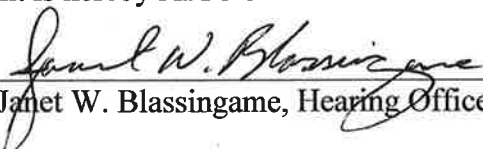


customer's bill dispute, the utility is charged with doing a number of acts to root out whether the charge is valid and should be paid by the customer. The regulations dictate that DC Water conduct a reasonable investigation and it outlines six (6) examples of what may comprise steps in the investigation. (See, 21 DCMR 403) In this case, DC Water verified the meter reading, inspected for interior leaks and a meter leak, eliminated the existence of an underground leak, and showed evidence of continuing water usage when the property was vacate. In consideration of the weight of the evidence presented, DC Water succeeded in rebutting the customer that the charge was incorrect.

For the customer to have prevailed, the evidence should have shown that once the tenants moved out of the property, there was zero usage registering on the water meter. Instead the evidence showed that there was on-going water usage at the property even though it was unoccupied. The Hearing Officer notes that the customer testified that she had the property cleaned on July 20, 2016 and, as such, one would expect that water would be used during the cleaning of the property and the water usage record presented by the utility indeed reflected that during the period of 6/30/16 to 7/29/16 there were 4 CCFs of water consumed at the property, such period encompassing the end of the tenants' residency and the cleaning of the property. The water usage record reflects 2 CCFs of water being consumed during the following billing period- 7/29/16 to 8/31/16- when no water should have been consumed at the property if the customer's premise stood that the property was vacate and no water was being used,

DC Water could not state the cause of the increased water usage at the property but, clearly, water was used and something occurred that completely stopped the usage because after October 5, 2016 there was and has been zero reported usage occurring at the property. Even DC Water did not test the water meter, Ms. Wright testified that if the meter had been broken it would not have stopped registering water use at the property. In this case, since the meter did stop registering water usage, the implication is that no water was being used and as such, the meter was not broken but functioning properly. In fact, all evidence points to the conclusion that the charges are correct and that the water was used at the property.

Ultimately, the property owner is responsible for water used at her property. Here DC Water successfully showed that its equipment was functioning and no leaks caused the registered increased usage. Accordingly, the determination by DC Water that the charges are valid and that no basis exists to adjust the customer's account is hereby AFFIRMED.

  
Janet W. Blassingame, Hearing Officer

Date: Feb. 28, 2017

Copy to:

  
 Marmore Court  
Forestville, MD 20747

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

IN RE: [REDACTED]  
[REDACTED] Barnaby Terrace, SE  
Washington, DC 20032

Account No: [REDACTED]

Amounts in Dispute - \$ 896.01

Before Janet W. Blassingame, Hearing Officer  
January 11, 2017 at 10:00 a.m.

The customer contested water and sewer bills for the above account for the periods of time July 16, 2015 to July 26, 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.

This matter was scheduled for hearing on January 11, 2017. Present for the hearing were: [REDACTED] with her daughter, [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]. The house has one and one-half (1 ½) bathrooms, a kitchen, a washing machine and two (2) outside faucets. [REDACTED] has lived in the house since 1977; two (2) people currently occupy the house. [REDACTED] stated that her water and sewer bill generally runs Seventy Dollars (\$70.00) to Ninety Dollars (\$90.00) per billing cycle.

[REDACTED] testified that she contacted DC Water on behalf of her mother because it came to her attention that her mother was paying a very high water and sewer bill each month. [REDACTED] questioned why her mother's bill was so high and she compared her mother's billings to that of her own for a much larger house with more occupants. [REDACTED] testified that she found out that her mother's billings had been based upon estimated usage. [REDACTED] testified that a DC Water technician inspected her mother's home and no leaks were found.

[REDACTED] testified that her mother does not wash cars or water her lawn. She emphasized that only two (2) people reside in the home and that they know of no leaks.

[REDACTED] asserted that her mother simply paid her water and sewer bill each month without paying attention to whether it was based upon an actual meter read or was estimated. [REDACTED] stated that her mother was on a fixed income and retired and did not question her bills for fear of losing her property.

[REDACTED] testified that she paid \$77.95 for her water and sewer charges in December 2016 and that her charges in September 2016 were \$74.48. [REDACTED] stated that since her bill has been based upon actual meter readings, each bill has been under \$100.00 per billing cycle.

██████████ further testified that she had a licensed plumber check her house in October 2016 and the plumber told her that everything was in good condition. ██████████ stated that the only thing that the plumber did was to install a higher toilet in the bathroom for her convenience.

Ms. Wright testified that the customer has a MTU at the property and before the MTU stopped functioning, registering water usage was showing that water usage at the house was increasing. Ms. Wright further testified that the customer told a DC Water customer service representative that she had an upstairs toilet running; Ms. Wright stated that the customer contact was on July 31, 2015 and memorialized in the contact logs maintained by the utility which Ms. Wright submitted into evidence.

Ms. Wright stated that the customer's bill was estimated from July 15, 2015 to June 24, 2016. Ms. Wright stated that the customer called DC Water to complain that the June bill was too high.

Ms. Wright testified that a DC Water technician read the customer's water meter on July 26, 2016 and that the meter was later removed on 8/19/2016 for testing. Ms. Wright stated that the water meter, based upon testing, was determined to have 99.15% accuracy. Ms. Wright testified that on 8/19/16, the customer's house was also inspected for leaks and no leaks were detected.

Ms. Wright testified that the customer's MTU stopped transmitting meter readings sometime between 7/26/2015 and 8/15/2015 and that the customer's water usage was estimated for 376 days from 7/16/2015 until 7/28/16. Ms. Wright testified that DC Water stopped estimating the customer's water usage as of 6/24/16.

Ms. Wright testified that the customer had an outstanding balance due on her account when the adjusted bill was generated.

██████████ acknowledged that a toilet flap was replaced at her mother's home; she asserted that the repair was performed within a few weeks of detecting the problem. ██████████ acknowledged that she would have to shake the toilet handle to stop the toilet from running. ██████████ stated that her son repaired the toilet.

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

#### FINDINGS OF FACT

1. The property involved is a single family residence owned and occupied by ██████████ (Testimony of ██████████)
2. The period in dispute is July 16, 2015 to July 26, 2016. (Testimony of the parties)
3. There was evidence of increased water consumption occurring at the property prior to July 2015. (Testimony of Eileen Wright)
4. The MTU at the property stopped transmitting meter reads and DC Water began estimating the customer's water usage and the water usage was estimated from July 16,

2015 until June 24, 2016. (Testimony of Eileen Wright)

5. The customer acknowledged the existence of a running toilet in her home to a DC Water customer care associate during a phone conversation on July 31, 2015. (Testimony of Eileen Wright; DC Water Telephone Contact Log)
6. There was a defective toilet at the customer's home for some period during the period in dispute and the customer acknowledged that her son repaired the toilet flapper. (Testimony of [REDACTED])
7. DC Water sent the customer an adjusted bill after reading the water meter on July 26, 2016; based upon the meter reading, the utility determined that it had underestimated the customer's water usage during the period of estimating her usage. (Testimony of Eileen Wright)
8. The customer did not pay attention to her water and sewer bills with respect to whether the same was estimated or based upon an actual meter read and the customer did not question the bill charge until she received the adjusted bill dated July 28, 2016. (Testimony of [REDACTED])
9. DC Water conducted an interior inspection of the property on August 19, 2016 and no leaks were found. (Testimony of Eileen Wright)
10. DC Water removed and tested the water meter and the meter was determined to have 99.15% accuracy. (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 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)
3. 21 DCMR 405 Adjustment for Meter or Computation Errors
  - 405.1 If the investigation discloses meter overread or faulty computations, adjustment(s) shall be made to reflect the correct charges, as indicated by the correct reading or corrected computations. .
  - 405.2 If the investigation reveals doubtful meter registration or possible meter malfunction, the Department shall remove the meter and test it.
  - 405.3 If the results of the tests under §405.2 verify doubtful registration or meter malfunction, the bill shall be adjusted to equal the average consumption of water at the same premises for up to three (3) previous comparable periods for which records are available.
  - 405.4 If records for up to three (3) comparable billing periods are not available, the bill shall be adjusted in accordance with the provisions of §408.2.
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).

5. 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)
6. Meters shall be read quarterly or at such other times as the General Manager shall determine. (21 DCMR 308.1)
7. 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)

### DECISION

The customer was sent estimated billings for over a year. DC Municipal Regulations allow the utility to estimate a customer's water usage when the MTU fails to transmit meter reads. (See, 21 DCMR 308.4) And the regulations further direct that the utility is to read the water meter on a quarterly basis. (See, 21 DCMR 308.1)


There is case support to protect a customer when DC Water fails to read a water meter for too long a period of time. The customer is protected by the equity defense of "laches" which protects an individual when she or he is harmed through no fault of his because someone else failed to do an act required of them within a reasonable time frame. An equity defense requires that the person seeking protection has "clean hands" which means that no fault can lie upon her for the harm that she has suffered. In other words, if this customer had a leak or in this case a faulty toilet and did not know about the defect within her home and she was sent an adjusted bill covering a period of time exceeding three (3) months and the bill caused the customer financial hardship, equity could protect the customer from having to pay the adjusted bill.

In this case, however, equity affords the customer no protection because she knew that she had a faulty toilet and faulty toilets cause increased water consumption. Ms. Wilson acknowledged in speaking with a customer care associate that she had a running toilet and she admitted that a toilet was repaired by her son. Because the MTU failed to transmit, DC Water lacks information as to the exact dates that high water usage occurred at the property, however, based upon the telephone contact by the customer, the toilet defect occurred sometime close to July 31, 2015 when the customer told the associate of its existence. Likewise, because the MTU was not functioning, there is no documentation establishing when the toilet was repaired. Even though [REDACTED] stated that the repair was performed within a few weeks, the Hearing Officer lacks the ability to make a determination as to when the toilet was repaired or how much water was lost as a result of the faulty toilet.



DC Municipal Regulations bar adjusting a customer's bill when excessive water use is caused by a faulty fixture, such as a toilet. (See, 21 DCMR 406.2)

In this case, DC Water showed that its meter was functioning accurately and that the customer had a faulty toilet. As such, even though the utility should have read the water meter sooner than it was ultimately read, the customer cannot prove that she did not use the water as charged and as noted above, equity cannot protect her from responsibility for payment of the bill since she knew of the toilet defect even before the utility started estimating her water usage.

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

  
Janet W. Blassingame, Hearing Officer  
Date: Feb. 28, 2017

Copy to:

  
 Barnaby Terrace, SE  
Washington, DC 20032

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

IN RE: [REDACTED]

[REDACTED] 49<sup>th</sup> Street, NE  
Washington, DC 20019

Account No: [REDACTED]

Amount in Dispute - \$ 778.65

Before Janet W. Blassingame, Hearing Officer  
January 11, 2017 at 1:00 p.m.

**ORDER OF DEFAULT**

The customer contested a water and sewer bill for the above account for the period of time April 8, 2015 to August 17, 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 the decision and requested an administrative hearing.

This matter was been scheduled for hearing on January 11, 2017. On January 11, 2017, Eileen Wright, Sr. Customer Care Associate, DC Water was present for the hearing on behalf of DC Water.

The customers were afforded a thirty (30) minute grace period and although the hearing was delayed until 1:30 p.m., the customers failed to appear and did not otherwise notify the utility of any problem preventing their appearance for the scheduled hearing. The letter of notification that was sent to the customers 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 customers' 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, Hearing Officer

Date: Feb. 28, 2017

Copy to:

[REDACTED]  
[REDACTED] 49<sup>th</sup> Street, NE  
Washington, DC 20019

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

IN RE: [REDACTED]

[REDACTED] Kramer Street, NE  
Washington, DC 20002

Account No: [REDACTED]

Amount in Dispute - \$ 195.52

Before Janet W. Blassingame, Hearing Officer  
January 18, 2017 at 10:00 a.m.

ORDER OF DEFAULT

The customer contested a water and sewer bill for the above account for the period of time September 4, 2015 to April 4, 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.

This matter has been scheduled for hearing on January 18, 2017. On January 18, 2017, Eileen Wright, Sr. Customer Care Associate, DC Water was present for the hearing on behalf of DC Water.

The customer was afforded a thirty (30) minute grace period and although the hearing was delayed until 10:30 a.m., the customer failed to 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 him 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: Feb. 28, 2017

Copy to:

[REDACTED]  
[REDACTED] Kramer Street, NE  
Washington, DC 20002



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

IN RE: [REDACTED]  
[REDACTED] Kalmia Road, NW  
Washington, DC 20012

Account No: [REDACTED]

Amounts in Dispute - \$ 526.95

Before Janet W. Blassingame, Hearing Officer  
January 18, 2017 at 11:00 a.m.

The customer contested water and sewer bills for the above account for the periods of time June 8, 2016 to August 15, 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 January 18, 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 by [REDACTED]. The property has three (3) bathrooms, a washing machine, a dishwasher and two (2) outside faucets. [REDACTED] stated that the outside faucets are turned off at the valve and that he purchased the property on June 8, 2016 and during the entire period in dispute the property was unoccupied and under renovation. [REDACTED] stated that renovation of the property was completed on September 1, 2016 and as part of the renovation, he had installed a new air conditioning system, new toilets and new fixtures. He stated that he put in the washing machine and dishwasher in October 2016 and that the water heater was installed after the walk-through which occurred on September 1, 2016.

[REDACTED] testified that water to the property was turned off at the main valve during renovation of the property and that the worker used a port-a-pot toilet. He stated that renovation of the property started about two (2) weeks after his purchase of the property on June 8<sup>th</sup>.

[REDACTED] pointed out that the bill being disputed is the first bill received by him for water and sewer service after his purchase of the property. He testified that the current range of charge for water and sewer service is Sixty-Five Dollars (\$65.00) to One Hundred Dollars (\$100.00) per billing cycle.

Ms. Wright testified that the water meter at the property indicated that water was registering on the meter. She stated that she had a service order dated June 3, 2016 for the property and the technician noted movement on the water meter and that something was running in the vacant house.

Ms. Wright testified that there was an MTU device at the property and the MTU transmitted meter reads beginning June 1, 2016. Ms. Wright testified as to the meter reads from the water meter starting with [REDACTED]'s purchase of the property, there was on-going registering water usage between June 8, 2016 and August 20, 2016. She stated that usage stopped for three (3) days on August 20, 2016 and resumed on August 23, 2016. She specifically testified that:

6/6/16 to 6/11/2016- usage registered on the water meter;  
6/20/2016- 1CCF registered on the water meter  
6/24/16- a small amount of water registered on the water meter  
6/26/16 to 6/27/16- a very small amount of water registered on the water meter  
7/6/16 to 7/9/16- 10 CCF of water registered on the water meter in three (3) days  
7/10/16 to 7/12/16- a small amount of water registered on the water meter  
7/13/16 to 7/15/16- 4 CCF of water registered on the water meter  
7/18/16 to 7/20/16- 3 CCF of water registered on the water meter  
7/21/16 to 7/23/16- a small amount of water registered on the water meter  
7/26/16 to 8/15/16- 11 CCF of water registered on the water meter and this period was highest spike in water usage  
8/20/16 to 8/23/16- no water usage  
8/23/16- water usage resumed registering on the water meter

Ms. Wright testified that on November 2, 2016, DC Water removed the water meter for testing and that the water meter was determined to have 99.96% accuracy.

Ms. Wright explained that the customer's initial bill for water and sewer service was an extended bill because the account was delayed in billing because of transfer of ownership and the settlement of the sale. She stated that DC Water started the billing of the customer on June 8, 2016.

Ms. Wright stated that DC Water eliminated the possibility of the existence of an underground leak because of the fact that water usage stopped.

[REDACTED] stated that there were thirty-five (35) radiators removed from the property in July. He further testified that no leaks have been found in the house and he noted that water usage is now significantly lower than usage reflected in the first bill received from DC Water for service.

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 by [REDACTED]. (Testimony of [REDACTED])
2. The period in dispute is June 8, 2016 to August 15, 2016. (Testimony of the parties)
3. The customer purchased the property on June 8, 2016 and two (2) weeks after purchase undertook renovation of the property through his contracting company. The renovations

ended on September 1, 2016 and the customer moved into the residence on September 8, 2016. (Testimony of [REDACTED])

4. During the renovation of the property, the workers had access to a portable toilet and water to the property was turned off at the main valve. (Testimony of [REDACTED])
5. As part of the property renovation, thirty-five (35) radiators were removed and new toilets and fixtures were installed, as were, a new hot water heater, washing machine and dishwasher. (Testimony of [REDACTED])
6. The radiator removal occurred in July 2016. (Testimony of [REDACTED])
7. The bill being disputed was the first billing received by the customer for water and sewer service at the property and the bill covered sixty-eight (68) days of service. (Testimony of [REDACTED]; Bill Summary dated 08/18/16)
8. Water usage registered on the water meter at the property from the time of purchase by the customer until August 20, 2016 when all usage stopped for three (3) days. (Testimony of Eileen Wright)
9. There were two (2) significant spikes in water usage at the property. The spikes occurred July 6, 2016 to July 9, 2016 when 10 CCFs of water registered on the meter and July 26, 2016 to August 15, 2016 when eleven (11) CCFs of water registered on the meter. (Testimony of Eileen Wright)
10. DC Water removed and tested the water meter and the meter was determined to have 99.96% accuracy. (Testimony of Eileen Wright)
11. DC Water eliminated the possibility of an underground leak causing the water usage at the property because the usage stopped without repairs having to be performed and underground leaks require repair in order to stop. (Testimony of Eileen Wright)
12. The customer's subsequent bills, following his move-in, have been in the range of Sixty-five Dollars (\$65.00) to One Hundred Dollars (\$100.00) per billing cycle. (Testimony of [REDACTED])

#### CONCLUSIONS OF LAW

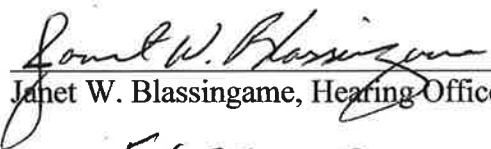
1. The burden of proof is on the customer to show, by a preponderance of evidence, that the decision of DC Water is incorrect. (21 DCMR 420.7 and 420.8)
2. Once the customer establishes a prima facie case that s/he did not use and/or was not responsible for payment of the water as charged, the burden 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:
  - (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.

### DECISION

In this case, the customer asserted that the property was unoccupied and that the water was turned off at the main valve during the period in dispute. Such assertions sufficiently establish a prima facie case that the customer is not responsible for the bill. When a customer establishes a prima facie case, the burden then shifts to the utility to rebut and in this case, DC Water established that (1) workers were at the property during renovation work involving plumbing to include removal of radiators and installation of toilets and plumbing fixtures; (2) that water usage registered on the water meter throughout the period of renovation of the property even though the customer testified that the water had been turned off at the main valve; (3) that the water meter was accurately registering water usage at the property; and (4) that water usage was not caused by an underground leak.

Weighing the evidence presented, the weight of the evidence favors DC Water and supports its determination that the charges are valid. DC Water successfully showed that its equipment was functioning properly and that an underground leak was not the cause of the water usage. Moreover, during the month of July 2016 when there were two (2) significant spikes in water usage at the property, the evidence and testimony established that there was also significant work going on in the property with respect to plumbing. Even though the customer testified that the water to the property was turned off during renovation, nothing precluded workers from turning the water on and there was constant water usage registering on the meter throughout the period in this dispute. As such, not only could the water have been turned on at the property, there may have been a defect in the main valve so that water was not turned off. The foregoing is speculative as to what caused the water usage at the property but the evidence is clear that water was used and the water meter was registering water usage accurately. Both of which rebuts the customer's prima facie case of non-responsibility for payment of the water and sewer bill. Accordingly, the property owner is responsible for payment of water used at the property and, as such, the determination by DC Water that the charges are valid and no adjustment to the account is appropriate is hereby AFFIRMED.

  
Janet W. Blassingame, Hearing Officer  
Date: Feb. 29, 2017

Copy to:

  
 Kalmia Road, NW  
Washington, DC 20012

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

IN RE: [REDACTED]  
[REDACTED] 15<sup>th</sup> Street, SE  
Washington, DC 20003

Account No: [REDACTED]

Amounts in Dispute - \$ 546.11

Before Janet W. Blassingame, Hearing Officer  
January 24, 2017 at 11:00 a.m.

The customer contested water and sewer bills for the above account for the periods of time March 13, 2015 to October 14, 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 January 24, 2017. Present for the hearing were: [REDACTED] with his wife, [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] since June 1970. The property has one and one-half (1 ½) bathrooms, one kitchen, and two (2) outside faucets. [REDACTED] states that the outside faucets are cut-off at the main water valve.

[REDACTED] testified that he received a big bill from DC Water and that he did not get any explanation as to why his water and sewer bill had been estimated since March 14, 2016. He testified that he saw "EST" on his bills but that he did not know its meaning. He stated that he had never received estimated billings in the past.

[REDACTED] testified that he always checks for leaks within his home and that he was not aware of any problems and did not have any leaks. He stated that he and his wife have not been on vacation. He further testified that his habit is to change the washers in both toilets and tub faucets every year and that he changed the flappers/washers in the summer of year 2016. The customer stated that he had a little leak for a couple of days in either June or July 2016; he described the leak as a drip.

[REDACTED] testified that a DC Water technician told him that his meter and box was bad. [REDACTED] further testified that DC Water changed pipe in the sidewalk between his house and his neighbor's house in the spring of year 2016 in either April or May.

[REDACTED] acknowledged that his water meter is located within his house. He further acknowledged that the water meter and box were changed after he received the big bill from DC

Water and that the utility read the meter twice before changing the meter at the house.

Ms. Wright testified the MTU attached to the customer's water meter stopped transmitting meter reads as of March 13, 2015 and that the utility estimated the customers' water usage until September 15, 2016. She testified that DC Water obtained a meter reading from the property on October 14, 2016 and based upon the meter reading, it determined that it had underestimated the customer's water usage. Ms. Wright pointed out that DC Water is authorized to estimate a customer's water usage whenever the MTU fails to transmit. She stated that the utility bases its usage estimate upon the customer's usage in the previous year.

Ms. Wright testified that during the period that the customer's water usage was estimated, the customers, in fact, used 6 CCF's of water per month and that their average daily usage was .212 CCF.

Ms. Wright testified that DC Water removed the water meter from the property for testing on December 19, 2016 and installed a new meter and MTU device. She testified that the meter test took place on 1/3/2017 and the meter was determined to have 98.04% accuracy which is within the accepted range for meter accuracy as established by the American Water Works Association.

Ms. Wright acknowledged that there was a leak at the meter collar following the change out of the water meter. She asserted that the leak did not register on the customer's water meter and that it was fixed on 12/22/2016. She pointed out that the meter collar leak occurred after the bill being disputed. She noted that the disputed bill is dated 10/19/16.

Ms. Wright testified that she does not know what caused increased water usage within the customer's home but she knows that it was not caused by an underground leak because usage stopped without the need for repairs being performed.

██████████ stated that he has always taken care of his property and that he knows of no leaks except for the one that he took immediate care to repair. He stated that he does not water his lawn. In a letter attached to his Petition, ██████████ wrote that he has been paying his water bill every time that he was sent a statement. He also complained that DC Water waited over a year to inform him that his bill was being estimated. He asserted a lack of understanding as to what the abbreviation "EST" stood for and he asserted that it can stand for a lot of things when plain language is not used.

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

#### FINDINGS OF FACT

1. The property involved is a single family home owned and occupied by ██████████ and his wife, ██████████ (Testimony of ██████████)
2. The period in dispute is March 13, 2015 to October 14, 2016. (Testimony of the parties)
3. The MTU at the property stopped transmitting meter reads as of March 13, 2015.

(Testimony of Eileen Wright)

4. DC Water estimated the customers' water usage from March 13, 2015 until September 15, 2016. (Testimony of Eileen Wright; DC Water Usage History Log)
5. The customers were unaware that their water usage was being estimated and despite the abbreviation "EST" on the front of the billings, they did not know what the abbreviation stood for. (Testimony of [REDACTED])
6. During the time that DC Water estimated the customers' water usage, the customers paid their water and sewer charges each cycle in the amount reflected on the billing statement. (Letter written by [REDACTED] dated November 29, 2016)
7. DC Water obtained a meter read from the property on October 14, 2016 and thereafter sent the customer an adjusted bill reflecting that it had underestimated water usage during the period that usage was estimated. (Testimony of Eileen Wright; Bill Summary dated 10/19/2016)
8. DC Water removed and tested the water meter and the meter was determined to have 98.04% accuracy. (Testimony of Eileen Wright; DC Water meter test results)
9. DC Water ruled out the existence of an underground leak as a possible cause of increased water usage at the property. (Testimony of Eileen Wright)
10. The customers were unaware of any leaks or plumbing issues within their home. [REDACTED] acknowledge having a little leak for a couple of days in June or July 2016 but asserted that he repaired the same. [REDACTED] also testified to regular annual maintenance of the toilets and tub faucets within the home. (Testimony of [REDACTED])

#### CONCLUSIONS OF LAW

1. The burden of proof is on the customer to show, by a preponderance of evidence, that the decision of DC Water is incorrect. (21 DCMR 420.7 and 420.8)
2. 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)
3. 21 DCMR 405 Adjustment for Meter or Computation Errors
  - 405.1 If the investigation discloses meter overread or faulty computations, adjustment(s) shall be made to reflect the correct charges, as indicated by the correct reading or corrected computations.
  - 405.2 If the investigation reveals doubtful meter registration or possible meter malfunction, the Department shall remove the meter and test it.
  - 405.3 If the results of the tests under §405.2 verify doubtful registration or meter malfunction, the bill shall be adjusted to equal the average consumption of water at the same premises for up to three (3) previous comparable periods for which records are available.
  - 405.4 If records for up to three (3) comparable billing periods are not available, the bill shall be adjusted in accordance with the provisions of §408.2.
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).

5. 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)
6. Meters shall be read quarterly or at such other times as the General Manager shall determine. (21 DCMR 308.1)

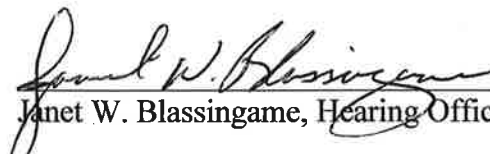
#### DECISION

In this case, the customer is entitled to the equitable defense of laches based upon the premise that the utility had an obligation to read the water meter within a reasonable period of time- three (3) months- and failed to do so and as such, it is unfair to the customer to be sent a large bill for water used over an extended period of time when the customer was unaware that high water usage was occurring at the property and if the meter had been read within reasonable and proscribed time intervals, the customer would have had notice of something amiss regarding water usage occurring within the home.

DC Water was aware that the customer's MTU was not transmitting meter reads and in response thereto it estimated the customer's water usage for sixteen (16) consecutive months. In so doing the utility does not know when or if high water usage occurred at the property and the customers were unaware of high usage occurring within their home.


Pursuant to the applicable regulation, when the MTU fails to transmit the utility can bill based upon prior usage and thus estimate that the customer is using what she or he used in the past. (See, 21 DCMR 308.4). The utility, however, estimated the customers' water usage for too long a period of time for the regulations also state that water meters are to be read on a quarterly basis. In this case, the utility failed to read the water meter as proscribed by regulation. (See 21 DCMR 308.1)

As such, the determination by DC Water that the charges are valid and no adjustment to the account is warranted is hereby REVERSED. DC Water is directed to adjust the customer's account for the period in dispute to equal the average consumption of water at the property for up to three (3) previous comparable periods for which records are available.

  
Janet W. Blessingame, Hearing Officer

Date: Feb. 28, 2017

Copy to:

  
15<sup>th</sup> Street, SE  
Washington, DC 20003



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

IN RE: [REDACTED]

[REDACTED] Highland Drive, SE  
Washington, DC 20020

Account No: [REDACTED]

Amounts in Dispute - \$ 268.77 and \$385.80

Before Janet W. Blassingame, Hearing Officer  
January 24, 2017 at 1:00 p.m.

The customer contested water and sewer bills for the above account for the periods of time April 20, 2016 to May 19, 2016 in the amount of \$268.77 and April 16, 2015 to June 16, 2016 in the amount of \$385.80. 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 January 24, 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 home owned and occupied by [REDACTED]. The house has three (3) bathrooms, one kitchen, a dishwasher, a washing machine and three (3) outside faucets. [REDACTED] stated that her basement toilet is not operational and contained in that bathroom is only a sink and shower. She also stated that historically her water and sewer charge has ranged between Sixty-Five Dollars (\$65.00) and Eighty-five Dollars (\$85.00) per month.

[REDACTED] testified that she received a bill from DC Water showing a large amount due, so she telephoned the utility but was unsuccessful in getting a clarification as to why the bill was so high. She stated that a service technician came out to her house to inspect the meter because she complained of low water pressure. [REDACTED] testified that the technician determined that the low water pressure had nothing to do with the water meter but during the visit, the technician informed her that her water usage was being estimated by DC Water.

[REDACTED] explained that after investigation she now understands that during renovation of her basement during the spring of 2016, a worker turned down the house water pressure in error. She stated that the worker turned the valve for the entire house when he thought he was turning a valve regarding water going to the outside faucets. She further explained that the toilet in the basement bathroom was removed during the spring of 2016.

Ms. Wright testified that DC Water obtained a reading of the water meter on May 19, 2016 and that the prior bill dated April 22, 2016 was based upon an estimated read on April 20,

2016. Ms. Wright testified that [REDACTED] was billed for the amount of \$268.77 in the bill dated May 23, 2016.

Ms. Wright testified that DC Water's new practice is not to back bill customer when the utility has estimated water usage and that based upon this practice, DC Water will not adjust the customer's bill unless the customer has been overcharged. She stated that DC Water adjusted [REDACTED]'s bill/account because she protested the charge. Ms. Wright cited 21 DCMR 405.1 as the utility's authority to adjust a customer's account to correct the charges when an investigation reveals meter overread or faulty computation.

Ms. Wright testified that the customer was given a new meter when her water meter was removed for testing on June 16, 2016. Ms. Wright also testified that DC Water conducted an internal inspection of the property on June 16, 2016 and no leaks were found. Ms. Wright acknowledged that the MTU at the [REDACTED] home had not transmitted meter reads at least as far back as December 2013. She stated that DC Water periodically sent a technician to read the water meter and obtain an actual read. With respect to the period in dispute, Ms. Wright stated that the water meter was read by the utility on April 16, 2015 and next read on May 19, 2016.

Ms. Wright testified that water usage at the property seems to have begun to increase as of August 2014 and the usage escalated over the ensuing three (3) months and then DC Water started estimating the customer's water usage. Ms. Wright testified that when the utility next obtained an actual meter read from the property on March 19, 2015, usage register within the normal range of usage at 4 CCF and usage was consistent for two (2) months. She testified that the utility next read the water meter on May 19, 2016 and the meter read 929. She stated that DC Water did not back bill but did back bill the customer based upon a meter read obtained on June 16, 2016. She stated that the customer was back billed for 104 CCFs of water. Ms. Wright acknowledged that the customer has only used 6 CCF of water between May 19, 2016 and June 16, 2016.

Ms. Wright testified that the water meter, based upon testing, was determined to have 98.28% accuracy.

Ms. Wright acknowledged that the customer incurred charges for 88 CCF of used water but after she disputed the charge, due to adjusting the account, the customer was billed for 104 CCF of water.

[REDACTED] interjected that she was frustrated with how DC Water provided or did not provide to her an explanation of the charges to her account; [REDACTED] proclaimed that she pays her water and sewer bill every month on time.

Ms. Wright stated that the practice of billing from estimate to actual meter read came into effect in June 2016.

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] [REDACTED] (Testimony of [REDACTED])
2. There are two (2) periods in dispute: April 20, 2016 to May 19, 2016 for the amount of \$268.77, and, April 16, 2015 to June 16, 2016 for the amount of \$385.80.
3. The MTU at this property stopped transmitting meter reads at least as far back as December 2013. (Testimony of Eileen Wright)
4. DC Water's solution regarding the MTU failure at the property was to send a technician to read the meter. (Testimony of Eileen Wright)
5. With respect to the periods at issue, DC Water read the water at the property on April 16, 2015 and next obtained an actual meter read on May 19, 2016. (Testimony of Eileen Wright)
6. During the months between obtaining actual meter read from the property, DC Water estimated the customer's water usage. (Testimony of Eileen Wright; DC Water billing history and usage chart)
7. DC Water obtained meter reads from the property on March 19, 2015 and on April 16, 2015, both, reflecting that the customer's water usage was 4 CCF each billing cycle which meant that the customer's usage was within normal range. (Testimony of Eileen Wright; DC Water billing history and usage chart)
8. When DC Water obtained a meter read from the property on May 19, 2016, it did not back bill the customer for underestimating the customer's water usage but billed from last estimated usage to actual meter read. (Testimony of Eileen Wright; Bill Summary dated 5/23/2016)
9. When the customer disputed her bill for charges incurred between April 20, 2016 and May 19, 2016, DC Water adjusted the customer's bill to reflect water used from last actual meter read which was April 16, 2015 to the actual meter read obtained on June 16, 2016; the bill adjustment resulted in charges for water usage in the amount of 104 CCF. (Testimony of Eileen Wright; Bill Summary dated 7/25/2016)
10. The customer used 6 CCF of water between the actual meter reads of May 19, 2016 and June 16, 2016 but due to the adjustment of the customer bill for underestimation of water usage, DC Water billed the customer for using 104 CCF of water. (Testimony of Eileen Wright; Bill Summary dated 7/25/2016; DC Water bill history and usage chart)
11. DC Water tested the water meter and the water meter was determined to have 98.28% accuracy. (Testimony of Eileen Wright; DC Water meter test results)
12. DC Water conducted an interior inspection of the house and no leaks were found. (Testimony of Eileen Wright; DC Water Service order dated June 16, 2016)

13. The customer had no knowledge of any leaks or plumbing issues existing in her house during the periods in dispute. (Testimony of [REDACTED])
14. DC Water lacks the ability to determine when increased water usage occurred at the property during the period that water usage was being estimated due to the lack of meter reads. (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 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)
3. 21 DCMR 405 Adjustment for Meter or Computation Errors
  - 405.1 If the investigation discloses meter overread or faulty computations, adjustment(s) shall be made to reflect the correct charges, as indicated by the correct reading or corrected computations.
  - 405.2 If the investigation reveals doubtful meter registration or possible meter malfunction, the Department shall remove the meter and test it.
  - 405.3 If the results of the tests under §405.2 verify doubtful registration or meter malfunction, the bill shall be adjusted to equal the average consumption of water at the same premises for up to three (3) previous comparable periods for which records are available.
  - 405.4 If records for up to three (3) comparable billing periods are not available, the bill shall be adjusted in accordance with the provisions of §408.2.
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).
5. 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)
6. Meters shall be read quarterly or at such other times as the General Manager shall determine. (21 DCMR 308.1)

### DECISION


In this case, the customer is entitled to the equitable defense of laches based upon the premise that the utility had an obligation to read the water meter within a reasonable period of time- three (3) months- and failed to do so and as such, it is unfair to the customer to be sent a large bill for water used over an extended period of time when the customer was unaware that high water usage was occurring at the property and if the meter had been read within reasonable

and proscribed time intervals, the customer would have had notice of something amiss regarding water usage occurring within the home.



In this case, the MTU at the customer's property had not transmitted meter read going back at least three (3) years. As opposed to replacing the defective MTU, DC Water would send a technician to read the water meter and obtain an actual meter read. Actual meter reads were obtained sporadically and not based upon any set interval between actual reads. With respect to the period in dispute during which the utility estimated the customer's water usage, DC Water consecutively estimated the customer's water usage for fourteen (14) billing cycles. In so doing, the utility does not know when or if high water usage occurred at the property and the customer was unaware of high usage occurring within her home.

Pursuant to the applicable regulation, when the MTU fails to transmit the utility can bill based upon prior usage and thus estimate that the customer is using what she or he used in the past. (See, 21 DCMR 308.4). The utility, however, estimated the customers' water usage for too long a period of time in this case for the regulations also state that water meters are to be read on a quarterly basis. In this case, the utility failed to read the water meter as proscribed by regulation. (See 21 DCMR 308.1)

As such, the determination by DC Water that the charges are valid and no adjustment to the account is warranted is hereby REVERSED. DC Water is directed to adjust the customer's account for the period in dispute to equal the average consumption of water at the property for up to three (3) previous comparable periods for which records are available.

  
Janet W. Blassingame, Hearing Officer  
Date: Feb. 28, 2017

Copy to:

  
 Highwood Drive SE  
Washington, DC 20020

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

IN RE: [REDACTED]  
[REDACTED]  
Tampa, FL 33622

Service Address:  
[REDACTED] Penn Street, NE

Account No: [REDACTED]

Amounts in Dispute - \$ 799.26

Before Janet W. Blassingame, Hearing Officer  
January 24, 2017 at 10:00 a.m.

The customer contested water and sewer bills for the above account for the periods of time July 7, 2016 to August 7, 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.

This matter was scheduled for hearing on January 18, 2017 by telephone. Present for the hearing were: [REDACTED] by phone, and, Eileen Wright, Sr. Customer Care Associate, DC Water on behalf of DC Water in the hearing room.

The property involved is a four (4) unit apartment building owned by [REDACTED] for the past twelve (12) years. Each apartment has one bathroom, one kitchen and radiators. [REDACTED] stated that for the past eighteen (18) months, only two (2) apartments in the building have been occupied and that there is a total of four (4) people residing in the building.

[REDACTED] stated that prior to December 2015, the water and sewer bill for the building ranged between One Hundred Twenty-five Dollars (\$125.00) and One Hundred Fifty Dollars (\$150.00) per billing cycle and that was during that time that the building was fully occupied. [REDACTED] testified that, initially, as he lost tenants in the building, the water and sewer bill decreased as tenants vacated, however, then, the bill started increasing. The customer stated that he was told that there had been a rate increase when the bill jumped to Three Hundred Dollars (\$300.00). He testified that he was next told that there was a running toilet within the building when the water and sewer charge jumped from Three Hundred Dollars (\$300.00) to Five Hundred Dollars (\$500.00) and then to Seven Hundred Dollars (\$700.00). [REDACTED] relied that he talked with several people from DC Water to include the General Manager, the General Counsel, and Gail Bigelo, all about the increases in the charge for service.

[REDACTED] testified that when DC Water changed the building's water meter, the charge for service dropped 75% immediately down to One Hundred Fifty Dollars (\$150.00) from a high of Eight Hundred Dollars (\$800.00).

██████████ testified that he was told that the meter test showed that the water meter was registering usage at 99% accuracy.

██████████ complained that there is a Two Thousand Dollars (\$2,000.00) outstanding balance on his account and he has already paid Three Thousand Dollars (\$3,000.00) in charges. He stated that his account is in receivership and that he is fighting to retain his building. He asserted that he is a senior citizen and lives on a fixed income. He added that the receivership case/hearing is postponed pending the administrative hearing. He further complained that he is called by the Collection Department every month regarding the account arrearage and that Mrs. Miller demands a Five Hundred Dollar (\$500.00) payment from him or else his case will be sent to receivership.

██████████ testified that he had a plumber/handyman inspect the building and that he has people to address building issues. He asserted that there have been no plumbing repairs performed in the building and there have been no plumbing problems.

██████████ asserted that he was paying Five Hundred Dollars (\$500.00) per month toward his water and sewer bill for the building but payment of the water bill was not his priority because he had other things going on such as the fact that he was getting a divorce.

The Hearing Officer noted for the record that the customer's account ledger reflected late charges dating back to May 2015 and going forward. Ms. Wright, then, read into the record the customer's reflected arrearages.

Note: The hearing started at 10:00 a.m. and at 11:15a.m. it was stopped to accommodate another scheduled hearing and waiting customer. ██████████ was re- telephoned at 2:00 p.m., and the hearing resumed at 2:10 p.m. When the hearing resumed, Birdina Miller, Collections Program Coordinator, DC Water, joined Ms. Wright on behalf of DC Water.

██████████ testified that his water and sewer bill used to be One Hundred Twenty-four Dollars (\$124.00) and then the bill went up to Two Hundred Dollars (\$200.00), then Four Hundred Dollars (\$400.00), then Six Hundred Dollars (\$600.00) and then Seven Hundred Dollars (\$700.00), but, when the water meter was changed, the bill went down.

██████████ stated that he has paid Five Thousand Dollars (\$5,000.00) to DC Water in the past ten (10) months and still has not been able to catch up.

Ms. Wright testified that DC Water had a service technician at the building on August 25, 2016 and the technician changed the MTU device. She stated that the new MTU registers reads from the water meter on an hourly basis. She testified that registration on the water meter stopped on September 15, 2016 at Noon and remained stopped for eight (8) hours but prior thereto, there was constant registration recording on the water meter.

Ms. Wright testified that DC Water removed the water meter for testing on September 20, 2016 and the meter was determined to have 100.26% accuracy which is within the accepted standard for meter accuracy as established by the American Water Works Association. Ms.

Wright pointed out that the customer's bill dated 10/13/16 reflects the meter change and one can see the new and old meter on the bill. She noted that 11 CCFs of water registered on the meter between September 9<sup>th</sup> and 15<sup>th</sup>, then, between September 15<sup>th</sup> and 20<sup>th</sup> only 2 CCFs of water registered on the meter. Ms. Wright testified she does not know what occurred at the building on September 15<sup>th</sup> but the meter readings show that water usage declined between 11:00 a.m. and Noon. She noted that the water usage declined before the water meter was removed and changed at the building.

██████████ interjected that he has no idea if DC Water tested the correct water meter. He also asserted that he lacks any knowledge about meter reads and DC Water's record of meter reads from the building. The customer reiterated that all he knows is that when DC Water came to building, usage started dropping.

██████████ stated that he could not afford to hire a plumber.

Ms. Wright read into the record the telephone log memorialized on 8/22/16. She read that ██████████ told the customer service representative that a plumber had fixed a toilet leak in February and the repair did not hold and that he got a plumber to fix the toilet a week ago. The customer service representative advised ██████████ that water usage at the building was spiking at the time of their conversation and that he needed a plumber.

Ms. Wright testified that there was a significant spike in reported water usage occurring at the building from August 25, 2016 to September 15, 2016 and that over those twenty-one (21) days 33 CCFs of water were consumed. She reiterated that between September 15<sup>th</sup> and September 20<sup>th</sup> only 2 CCFs of water were registered on the water meter. She further reiterated that water usage at the building was extremely high until September 15, 2016 and that was before DC Water was at the building.

██████████, again, asserted that there is a correlation between DC Water coming in the building and usage declining.

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

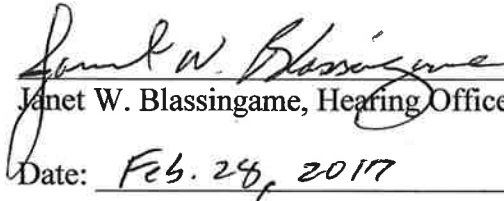
#### FINDINGS OF FACT

1. The property involved is a four (4) unit apartment building owned by ██████████. (Testimony of ██████████)
2. The period in dispute is July 7, 2016 to August 7, 2016. (Testimony of the parties)
3. The customer asserted that his water and sewer bill for the building was not a priority for payment and as such, he did not pay the bill every bill and he did not pay the bill in full. (Testimony of ██████████)
4. The customer lives in Florida and as such, is an absentee landlord who relies upon other people to address problems in his apartment building and asserted that he lacked money to employ a licensed plumber. (Testimony of ██████████)
5. After testifying that he knew of no plumbing problems and leaks within the building, the



With respect to increasing charges for water and sewer, no basis is found that DC Water has made a mistake in charging the customer for service or that the water as charged was not used at the premises. DC Water removed and tested the water meter at the building and the meter was found to be registering water usage within accepted range for meter accuracy. Despite initially testifying that there were no plumbing issues at the building, the customer told a customer service representative during a telephone contact that there had been a toilet problem at the building. Ms. Wright read the memorialized phone contact and succeeded in impeaching the customer's testimony of there being no plumbing problems during the period at issue. Moreover, the customer testified that he had a plumber/handyman inspect the building but, later, he testified that he lacked money to hire a plumber. And DC Water presented evidence through its telephone log that the customer was informed that water usage was spiking at the building, so the customer was not truthful when he testified that there were no leaks or plumbing issues at the building. DC Water presented the water usage record for the building which reflected constant water usage registering on the water meter until September 15, 2016.

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

  
Janet W. Blassingame, Hearing Officer  
Date: Feb. 28, 2017

Copy to:



Tampa, FL 33622

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

IN RE: [REDACTED]

[REDACTED] Taylor Street, NE  
Washington, DC 20017

Service Address:

[REDACTED] 15<sup>th</sup> Street, NE

Account No: [REDACTED]

Amounts in Dispute - \$ 937.23

Before Janet W. Blassingame, Hearing Officer  
January 25, 2017 at 10:00 a.m.

The customer contested water and sewer bills for the above account for the periods of time July 15, 2016 to September 14, 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.

This matter was scheduled for hearing on January 25, 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 home purchased by [REDACTED] for the purpose of moving her parents into an accessible residence. [REDACTED] stated that she purchased the property in March 2015 with the intent of renovating the same for her parents but that the property is and has been unoccupied since its purchase. She stated that the house has two and one-half (2 ½) bathrooms, a washing machine, a dishwasher, one outside faucet and a utility sink. [REDACTED] stated that until the bill being disputed, she was only charged for fees and no water usage by DC Water. She testified that water to the house was on and she did not turn off the water at the valves until about September 30, 2016 or the October 1, 2016. She testified that she understands that there were three (3) days in July 2016 when water usage registered on the water meter. She stated that since the water to the house has been turned off at the valve, she has only been charged for fees by DC Water.

[REDACTED] testified that she has been in the house with contractors and that she had work performed on the foundation of the house in August 2016. Ms. Jones stated that the foundation work started in mid-August and ended in September. Ms. Jones stated that the main renovation of the house that she anticipated for her parents' occupancy has yet to start.

[REDACTED] testified that DC Water estimated her water bill for July 2016 but then in September, she received an adjusted bill from DC Water. The customer testified that prior to receipt of the one estimated billing, all prior bills had been based upon actual meter reads.

██████████ testified that she and a friend are the only people with keys to the property and that they provided access to the house for the workers to come in and perform the work on the foundation. ██████████ testified that she does not recall observing anyone using a bathroom.

██████████ testified that prior to her going to settlement for the purchase of the property, the prior owner was required to do plumbing repairs in the house and that it was her understanding that the seller fixed a leaking toilet in the master bedroom. ██████████ stated that there is a new toilet in the master bedroom of the house.

██████████ stated that she saw on a website that a toilet leak should only increase a water and sewer bill by \$100.00. She testified that she has not seen any gushing water in and around the house. She stated that she has seen no standing water or any leaks and she has not heard any running water within the house.

Ms. Wright testified that water usage started registering on the water meter beginning June 1, 2016. She explained that the customer has a MTU that transmits meter reads from the property and the reads are used for billing by DC Water. Ms. Wright testified that the first bill reflecting water usage was dated 7/18/16 and reflected 10 CCF of water. Ms. Wright went on to explain that water was registering on the meter starting in March 11, 2016 but in such small amount that DC Water does not bill the customer. Ms. Wright stated that DC Water bills in whole CCFs and until usage reaches a whole CCF, the utility does not bill for the water used and the customer will only be billed for fees. She stated that in this case water usage registered on the meter reached a whole CCF on 7/14/16. Ms. Wright stated that the meter reads show that water usage would stop and start, such as on 3/13/16 when it stopped and then started on 3/15/16. Ms. Wright testified that the MTU failed to transmit meter reads between 6/21/16 and 7/15/16 but when the transmission started again on 7/15/16 the meter read indicated that 10 CCFs of water had passed thru the meter sometime between 6/21/16 when the transmissions stopped and 7/15/16 when the transmissions started again. Ms. Wright testified that water usage continued to register on the meter between 7/15/16 and 7/29/16 and over the ensuing 38 days, the meter read that 88 CCFs of water had been used at the property. Ms. Wright testified that between 7/29/16 and 8/16/16, water usage was again in small amounts starting and stopping periodically until all water usage stopped between 9/8/16 and 9/9/16 and water usage has remained off at the property up to the time that the water meter was removed for testing.

Ms. Wright testified that DC Water sent a service technician to the property on 7/29/16 but no one answered the door and the technician could not locate the water meter. She stated that DC Water removed the water meter for testing on 12/19/16 and based upon the testing, the meter was determined to have 100.89% accuracy.

Ms. Wright explained that the AMR graph available for customer viewing shows water usage every 24 hours. She stated that when no read is obtained from the property, the graph will reflect no water usage and that in this case because the MTU stopped transmitting, the AMR graph will reflect usage occurring. She stated that the graph only shows water usage when meter transmissions are sent from the property.

██████ asserted that she had no way of knowing that water usage was occurring at the property, first, because the MTU stopped transmitting, and, second, because the usage was so small that DC Water was not billing for the usage until 1 CCF of water had been used.

Ms. Wright asserted that something was done at the property to stop the water usage.

██████ questions why just when there is a spike in water consumption at the property, the MTU transmissions stopped.

Ms. Wright responded that water was registering periodically on the meter up to 9/9/16. She stated that the customer's August 2016 bill was estimated at 0 because the MTU failed to transmit and prior usage was 0. Moreover, when DC Water sent a technician to read the meter, the technician could not find the water meter and as such failed to read the meter. Ms. Wright pointed out that the customer's October bill also reflects 0 water usage and that was because less than 1 CCF of water passed through the meter prior to the end of the billing cycle.

Ms. Wright surmised that a leaking toilet or a stuck toilet flapper was the cause of the excessive water consumption at the property. She stated that the AMR graph makes the usage look as though a spike occurred at the property but in reality the usage occurred over the period of time that the MTU failed to transmit.

██████ stated that she cannot understand why the usage pattern at the property changed from very small amounts of water being used. Ms. Wright responded that she cannot see the change in usage on specific days since the MTU stopped transmitting every day. Ms. Wright agreed with the customer that something triggered the higher water usage at the property but DC Water does not know what the trigger was. Ms. Wright concluded by stating that all DC Water can say is that the water meter was functioning accurately.

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 March 2015; since its purchase the property has been unoccupied although work was performed in the house on the foundation in August 2016. (Testimony of ██████)
2. The customer understood that the seller of the property was to repair a defective toilet prior to settlement occurring in March 2015 and that the repair took place. (Testimony of ██████)
3. The period in dispute is July 15, 2016 to September 6, 2016. (Testimony of the parties)
4. The MTU at the property stopped transmitting meter reads between June 21, 2016 and July 15, 2016. (Testimony of Eileen Wright)

5. The MTU also stopped transmitting meter reads between July 17, 2016 and July 29, 2016 and again between July 29, 2016 and August 16, 2016. (Examination of the DC Water Star Registry of meter reads)
6. DC Water estimating the customer's water usage for the billing cycle of July 15, 2016 to August 11, 2016 on the bill dated August 15, 2016. (DC Water usage and billing history; DC Water Star Registry on meter reads)
7. The MTU at the property would and was transmitting meter reads sufficient enough so that DC Water only estimated the customer's water usage one time since the purchase of her property. (Testimony of Eileen Wright; DC Water Star Registry of meter reads; DC Water usage and billing history)
8. The meter reads from the property reflect that small amounts of water were passing through the meter from March 2015 when the customer brought the property and that water consumption continued in an off and on pattern at the property until September 9, 2016. (Testimony of Eileen Wright)
9. The customer's bill dated 7/18/16 reflected 10 CCFs of water had been used at the property between 6/13/16 and 7/15/16. (Testimony of Eileen Wright; Bill Summary dated 7/18/16)
10. Sometime between 7/15/16 and 9/14/16, 88 CCFs of water registered on the water meter at the property; no one knows specific dates or amounts that water was used because the MTU was not transmitting meter reads during a period of time. (Testimony of Eileen Wright)
11. There has been no registered water usage at the property since September 9, 2016. (Testimony of Eileen Wright; DC Water Star Registry of meter reads)
12. The customer acknowledges turning off the water to the house at the valve in September or October 2016; she surmised that the turn-off occurred September 30, 2016 or October 1, 2016. (Testimony of [REDACTED])
13. DC Water removed and tested the water meter and the meter was determined to have 100.89% accuracy. (Testimony of Eileen Wright; DC Water meter test results)
14. The AMR graph reflects transmitted meter reads and when reads are not available, the graph is unreliable to reflect daily water usage at a property. (Testimony of Eileen Wright)
15. DC Water eliminated the possibility of an underground leak causing excessive usage at the property but the usage stopped without necessity of repairs being performed. (DC Water Investigation letter dated 10/14/16)

#### 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 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)

3. 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)
4. DC Water is obligated to investigate a challenge to a bill by doing any or all of the following:
  - (m) Verify the computations made in the formulation of the water and sewer charges;
  - (n) Verify the meter reading for possible meter overread or doubtful registration;
  - (o) If feasible, check the premises for leaking fixtures, underground invisible leaks, and house-side connection leaks;
  - (p) Check the meter for malfunction;
  - (q) Check the water-cooled air conditioning system, if any, for malfunction; and
  - (r) Make a reasonable investigation of any facts asserted by the owner or occupant which are material to the determination of a correct bill.See, 21 DCMR 403.

5. Meters shall be read quarterly or at such other times as the General Manager shall determine. (21 DCMR 308.1)

### DECISION

The weight of the evidence and testimony is against the customer's position that the charges are wrong.

The customer's assertion that the property was and always has been vacant since its purchase in March 2015 was sufficient to establish a prima facie case that more likely than not that the charges were incorrect, however, DC Water was able to present rebuttal evidence establishing the opposite and that the charges are, in fact, valid and should be paid.

DC Water established that it has authority to estimate a customer's water usage when the MTU fails to transmit meter reads from a property. (See, 21 DCMR 308.4) And the evidence established that it did so only one time and that time pertained to its billing dated August 15, 2016. DC Water is mandated to read its meters on a quarterly basis and in this case, it complied with the meter reading, through its use of electronic transmissions.


The utility further established that there was water usage recording on the meter from the start of the customer's ownership of the property, thus, rebutting the customer's position that the charges were wrong because the property was vacant. DC Water showed that despite the fact that the property was vacant, something was using water within the house. Likewise, the testimony

revealed that the seller was to have repaired a defective toilet in the house and that fact suggests that, since usage was registering on the meter from the initial possession of the property, the defective toilet was not sufficiently corrected.

Lastly, DC Water tested the water meter and the meter was determined to be functioning appropriately with its accuracy at 100.89% and through its investigation, it ruled out an underground leak as possibly causing excessive water consumption at the property.

When the customer received the first bill reflecting that 10 CCFs of water usage had occurred at the property, that bill should have put her on notice that something was amiss in the house and she should have investigated to ascertain why she was being billed for water usage. Had she hired a plumber or taken some other action to investigate, such as disputing the bill and requesting that DC Water investigate the cause of why she was suddenly being billed for water usage in a vacant house, she might have found the cause of the water consumption and avoided the large amount of water that was used over the next month.

In this case, DC Water showed that its equipment was working and that it followed its regulations and established billing practices and as such, no fault or reason has been established to relieve the customer from her obligation to the water and sewer bill charges. Accordingly, DC Water's determination that the charges are valid and no basis exists to adjust the customer's account is hereby AFFIRMED.

  
Janet W. Blassingame, Hearing Officer  
Date: Feb. 28, 2017

Copy to:

██████████  
██████████ Taylor Street, NE  
Washington, DC 20017

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

IN RE: [REDACTED]  
[REDACTED] Old Courthouse Rd., Suite 210  
Vienna, VA 22182  
Attn: Angel Grant

Service Address:  
[REDACTED] 11<sup>th</sup> Street, NW

Account No: [REDACTED]

Amounts in Dispute - \$ 20,079.41

Before Janet W. Blassingame, Hearing Officer  
January 31, 2017 at 11:00 a.m.

The customer contested water and sewer bills for the above account for the periods of time July 15, 2016 to September 1, 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.

This matter was scheduled for hearing on January 31, 2017. Present for the hearing were: [REDACTED], Property Manager, [REDACTED], Property Assistant, and [REDACTED], Chief Engineer, all on behalf of [REDACTED], doing business as, [REDACTED] and, Eileen Wright, Sr. Customer Care Associate, DC Water, on behalf of DC Water.

SUMMARY OF TESTIMONY AND EVIDENCE ADDUCED DURING THE  
HEARING HELD JANUARY 31, 2017

The property involved is an eleven (11) floor commercial building which was purchased by [REDACTED] in year 2010. It is a mixed-use property with a bank on the ground floor and thirteen (13) commercial tenants scattered on the upper levels. The building is 67% occupied with one floor of the building vacant and a total of eleven (11) other vacant units throughout the building. The building has twenty (20) restrooms with each having two (2) toilets and two (2) sinks; the bank has two (2) dedicated restrooms consisting of one sink and one toilet, each. Additionally, there is a cooling tower for the bank and a cooling tower servicing the remainder of the building. The bank, also, has hot water convectors. One water meter monitors water usage for the entire building.

[REDACTED] testified that the building's water and sewer bill ranges between One Thousand Dollars (\$1000.00) to One Thousand Five Hundred Dollars (\$1500.00) per month with an increase to Three Thousand Dollars (\$3000.00) during the summer months.



██████████ testified that DC Water installed a new water meter at the property on July 14, 2016. She stated that even though the building's occupancy level has not changed, the water usage has been high since installation of the new water meter.

██████████ acknowledged that actual meter reads have always been available for billing purposes.

She stated that a plumber found signs of leaking around packing glands on several valves but at the time of inspection, no leaks were found on the valves. The plumber did find a leaking sink in a ladies' restroom. ██████████ stated that the plumber was found R.V. Carey's Plumbing & Heating and that the inspection took place on August 22, 2016.

██████████ stated that there were no signs of a water leak and that water usage within the building has declined. She stated that the float valves in the cooling towers were replaced in August 2016 and that they have installed cooling tower meters.

Ms. Wright interjected that a new meter was installed on July 15m 2016.

██████████ stated that the July 1, 2016 bill was \$6,874.73 but that she felt that the bill was high due to the hot weather.

██████████ testified that personally walked the building but found nothing unusual. He testified that he was suspicious of the cooling towers, so he tested the towers but he did not find anything amiss. ██████████ testified that he observe duplicate readings. He stated that there is no one in the building on the weekends but usage is reflected as being low on Saturdays and high on Sundays. He added that usage was reflected as being high on Labor Day, as well. ██████████ testified that she used Data Watch to confirm and verify that no one was in the building. She asserted that she thinks that something is wrong with the water meter.

██████████ testified that he started reading the water meter to monitor the usage and two (2) occasions he has observed that the meter read was lower than previously registered on the meter.

██████████ stated that the November 2016 bill reflected no usage occurring in the building but the December 2016 meter read corresponded with maintenance's reading of the meter.

██████████ testified that the cooling tower is turned off in October of each year.

Ms. Wright testified that the AMR graph looked at by the customer was not picking up Star System readings available to DC Water prior to installation of the new water meter. Ms. Wright testified that the new water meter transmits meter readings every 20 minutes.

Ms. Wright testified that DC Water tested the water meter and the meter was determined to have a 90.94% accuracy which is below accepted standards for meter accuracy as established by the American Water Works Association. Ms. Wright explained that accepted meter accuracy

is between 95% and 102% and, as such, the meter at the building was under registering water usage.

Ms. Wright testified that the water usage log for the building shows that on July 15<sup>th</sup>, the day of the meter change, 40 CCF of water registered on the water meter in less than 24 hours. She pointed out that on July 15<sup>th</sup> from 10:00 pm until Midnight, no usage registered on the meter and then usage was very small until 7:00 a.m. Ms. Wright testified that a spike in water usage started on July 17<sup>th</sup> and that the record shows that water ran consistently and then slowed on July 20<sup>th</sup>. She testified that water then started to run and registered continuously until 11:15 p.m. on July 21<sup>st</sup> when it slowed down. She testified that water started again and that she can see a pattern of water usage within the building until September 17<sup>th</sup>, a Sunday, at 7:00 a.m. until September 18<sup>th</sup>, a Monday. Ms. Wright testified that what she observed was that the water would start around midnight.

Ms. Wright testified that 397 CCF of water was used in the building between September 5, 2016 and September 17, 2016 and that the customer's daily average consumption was 33.083 CCF. She testified that 81 CCF of water was used in the building between September 17, 2016 and September 29, 2016 and the customer's daily average usage was 6.750 CCF.

Ms. Wright testified that DC Water performed an underground test for leaks and no leaks were detected. She also noted that the water meter for the building is situated inside of the building.

██████████ testified that the water meter stopped registering on July 16, 2016 but that the AMR graph reflects that 11,000 gallons of water have been used.

Ms. Wright stated that 1 CCF equals 748 gallons of water. She further stated that on September 16, 2016 the water meter read 6930 and on September 17, 2016 the water meter read 8490 which meant that 15 CCF had registered on the water meter in one day. Ms. Wright testified that high water usage began to register on the meter on July 17, 2016 around 4:30 a.m. on a Sunday and the high usage continued until July 20, 2016.

Ms. Wright stated that cooling tower meter installations cause a delay in billing which accounts for the customer not receiving a water service bill until November 29, 2016. She also indicated that because the meter was changed in December 2016, the customer can expect to receive a bill for the extended period September 21, 2016 to February 2017.

Based upon testimony and evidence presented during the hearing, the customer requested that DC Water conduct a meter test and DC Water agreed to do so. The parties agreed that a decision in this matter would be held in abeyance pending the results of the meter test. Ms. Wright agreed to schedule a meter test as soon as feasible and that upon obtaining the results from test, she would convey the meter test results to the customer and to the Hearing Officer.

#### METER TEST RESULTS

On February 9, 2017, Ms. Wright emailed meter test results for the property. The meter

test was conducted by DC Water on February 1, 2017 and as a result, the meter was determined to have 86.93% accuracy which is below accepted meter accuracy standards as established by the American Water Works Association.

Based upon the foregoing evidence, testimony and meter test results, the Hearing Officer makes the following:

#### FINDINGS OF FACT

1. The property involved is an eleven (11) floor mixed-use commercial building. (Testimony of [REDACTED])
2. The period in dispute is July 15, 2016 to September 1, 2016. (Testimony of the parties)
3. The customer is suspicious that the water meter is not functioning properly because there has been reported water usage within the building on weekends. (Testimony of [REDACTED] and [REDACTED])
4. A plumber inspected the building and found evidence of leaking around several valves however no specific leaks were found during the inspection which took place on August 22, 2016. (Testimony of [REDACTED] and [REDACTED]; R.W. Carey's Plumbing Service Order)
5. [REDACTED] was suspicious of the cooling towers as possible cause of the high water usage and tested the same but he did not find anything amiss. (Testimony of [REDACTED])
6. [REDACTED] testified that he has monitored and read the water meter and observed registration on the meter reversing on two (2) occasions. (Testimony of [REDACTED])
7. DC Water, twice, tested the water meter at the property and both tests, on two (2) different meters, resulted in a determination that the meter was functioning below accepted standards for meter accuracy. The first test found meter accuracy to be 90.94%; the second test found meter accuracy to be 86.93%. (Testimony of Eileen Wright; DC Water meter test results dated 2/1/17; DC Water Investigative Letter dated November 2, 2016.)
8. DC Water installed a new water meter at the property on July 15, 2016. (Testimony of Eileen Wright)
9. DC Water conducted an underground inspection for leaks and founds no underground leaks. (Testimony of Eileen Wright)
10. The water meter registered high water usage occurring starting 4:30 a.m. Sunday, July 17, 2016 until July 20, 2016. Additionally, there was a discernable pattern of water usage registering on the water meter from July 15, 2016 during which there would be small amount of registration of water on the meter and then increased consumption occurring at night on weekends, until September 18, 2016. Ms. Wright observed that consumption would start around midnight. (Testimony of Eileen Wright)
11. That the building's management confirmed through the use of Data Watch that no one was in the building when weekend water usage was registering on the water meter. (Testimony of [REDACTED] and [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. 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)
3. 21 DCMR 405 Adjustment for Meter or Computation Errors
  - 405.1 If the investigation discloses meter overread or faulty computations, adjustment(s) shall be made to reflect the correct charges, as indicated by the correct reading or corrected computations.
  - 405.2 If the investigation reveals doubtful meter registration or possible meter malfunction, the Department shall remove the meter and test it.
  - 405.3 If the results of the tests under §405.2 verify doubtful registration or meter malfunction, the bill shall be adjusted to equal the average consumption of water at the same premises for up to three (3) previous comparable periods for which records are available.
  - 405.4 If records for up to three (3) comparable billing periods are not available, the bill shall be adjusted in accordance with the provisions of §408.2.
4. 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 July3, 2013)
5. DC Water is obligated to investigate a challenge to a bill by doing any or all of the following:
  - (s) Verify the computations made in the formulation of the water and sewer charges;
  - (t) Verify the meter reading for possible meter overread or doubtful registration;
  - (u) If feasible, check the premises for leaking fixtures, underground invisible leaks, and house-side connection leaks;
  - (v) Check the meter for malfunction;
  - (w) Check the water-cooled air conditioning system, if any, for malfunction; and
  - (x) 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

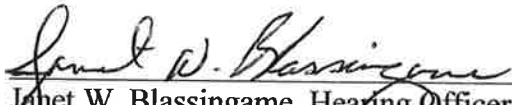
The customer in this matter prevails not because they were able to show that the amount of water charged to the account was not used but because, based upon the way the regulations are currently written, the evidence and testimony showed that the customer's meter was faulty,

registering below accepted standards for meter accuracy, and, as such under the regulations, the customer is to be billed based upon prior usage and not usage registered on the meter. (See, 21 DCMR 405.3 and 308.4) In this case, the customer is to be charged and/or the bill adjusted to equal the average consumption of water at the property in the past.

DC Water pointed out that the meter was determined to be under registering water usage at the premises and the rational assumption leads to the conclusion that the customer has not been charged enough for water usage for if the meter had been registering accurately, the meter registration would have been higher. The applicable regulations, however, do not distinguish between meters running too slowly and meters running too fast. Once the meter is determined to be faulty, the proscribed corrective action that must be taken by the utility is to adjust the customer's account based upon previous usage.

The Hearing Officer notes that the customer established a prima facie case that the bill was more likely than not wrong based upon testimony and evidence that there was meter registration occurring on weekends when the occupants of the building were not in the building. DC Water conducted an underground leak inspection and ruled out the existence of an underground leak but its meter tests found faulty registration on the water meters and, as such, the utility cannot rebut the customer's position that the water meter registration was wrong.

As such, the determination by DC Water that the charges are valid and no adjustment to the account is warranted is hereby REVERSED. DC Water is directed to adjust the customer's account for the period in dispute to equal the average consumption of water at the property for up to three (3) previous comparable periods for which records are available.


  
Janet W. Blassingame, Hearing Officer

Date: Mar. 1, 2017

Copy to:





 Old Courthouse Rd., Suite 210  
Vienna, VA 22182