

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

IN RE: [REDACTED]  
[REDACTED] 4<sup>th</sup> Street, NW  
Washington, DC 20011

Account No: [REDACTED]

Amount in Dispute - \$ 302.48

Before Janet W. Blassingame, Hearing Officer  
July 7, 2017 at 10:00 a.m.

The customer contested water and sewer bills for the above account for the period of time January 10, 2017 to February 14, 2017. 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 July 7, 2017. Present for the hearing were: [REDACTED] and Eileen Wright, Senior Customer Care Associate, on behalf of DC Water.

The property involved is a townhouse owned by [REDACTED] for the past ten (10) years. The house has three (3) bathrooms, one kitchen, radiators, a dishwasher, a washing machine and one outside faucet. Historically the water and sewer bill has averaged One Hundred Forty Dollars (\$140.00) per billing cycle.

[REDACTED] asserted that DC Water replaced her water meter because she complained about her water and sewer bill being One Hundred Forty Dollars (\$140.00). She stated that after the new water meter was installed, her water and sewer bill went up even higher and that her bill has been Two Hundred Fifty Dollars (\$250.00) in year 2017.

[REDACTED] testified that a DC Water technician found no leaks in her house and that a maintenance man also said that she had no leaks.

The customer proclaimed that her neighbors do not pay as much as she pays for water and sewer service and she asserted that DC Water does not care about its customers.

Ms. Wright asserted that the charges are valid based upon the water meter readings from the property and the findings from a property inspection of the property. Ms. Wright testified that the customer continues to have a spike in water usage.

Ms. Wright testified that the customer contacted DC Water on October 22, 2016 and stated that she repaired a toilet during the previous month. She also testified that DC Water

conducted an interior audit of the customer's property on February 14, 2017 and technician found a bad ballcock in the toilet on the second floor of the house. Ms. Wright testified that DC Water conducted an underground inspection at the property on April 10, 2017 and no leaks were found and no registration was found on the water meter or in other words, the meter was not running.

Ms. Wright testified that the customer's water consumption starting increasing in August 2016 and that a new meter was installed at the property on February 13, 2017 and the usage continued at the same rate of consumption. Ms. Wright testified the customer's usage spiked between January 26, 2017 and January 29, 2017, January 18, 2017 to January 23, 2017, and January 14, 2017 to January 16, 2017. She stated that when the meter was installed on February 13, 2017, there was on-going usage from the time of installation which was 3:49 p.m. until 8:49 p.m. She stated that usage stopped on April 10, 2017 between 9:49 a.m. and 1:49 p.m. and during this period of usage stoppage, the DC Water technician arrived at the property for the audit.

██████████ stated that she does not believe that the DC Water technician found a bad toilet within her house.

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 townhouse owned and occupied by ██████████ (Testimony of ██████████)
2. The period in dispute is January 10, 2017 to February 14, 2017 reflected on the bill statement dated February 21, 2017. (Testimony of the parties)
3. The customer's water consumption began to increase above historical usage starting in August 2016 and usage remains high. (Testimony of Eileen Wright; DC Water meter read log)
4. Meter reads reflect discernable spikes in water usage at the property between January 14, 2017 and January 16, 2017, January 18, 2017 to January 23, 2017, and January 26, 2017 to January 29, 2017. (Testimony of Eileen Wright; DC Water meter read log)
5. A new water meter was installed at the property on February 13, 2017 and meter registration continued to be a rates higher than normal. (Testimony of Eileen Wright; DC Water meter read log)
6. DC Water conducted an internal audit of the house on February 14m 2017 and the technician found a bad ballcock in the toilet on the second floor of the property. (Testimony of Eileen Wright; DC Water Service Audit dated 2/14/17)

7. The customer telephoned DC Water on 10/27/16 and stated that he repaired a toilet last month but the usage is still spiking. (DC Water telephone log record dated 10/27/16; Testimony of Eileen Wright)
8. The customer refuses to believe that the DC Water technician found a toilet leak at the property. (Testimony [REDACTED] [REDACTED])
9. DC Water conducted an underground inspection on April 10, 2017 and no underground leaks were detected. (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. D.C. Municipal Regulations relating to water and sanitation bar adjustment of a customer's bill if excessive water consumption is the result of a leaking faucet, household fixtures, and similar leaks or the malfunctioning water-cooled air conditioning equipment. (21 DCMR 406)

#### DECISION

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

The testimony and evidence established that there is a defective toilet on the second floor of the property per the findings of the DC Water technician who inspected the property on February 14, 2017. The fact that the customer refuses to accept the technician's find does not negate the existence of the defect...Moreover, the meter reads from the property as well as the customer's acknowledgment of an effort to repair a toilet support a conclusion that more likely than not increased water usage at the property is being caused by a defective toilet. The customer stated in a phone conversation with a DC Water customer service representative that he fixed a toilet in September 2016 but usage remained high at the property. Ms. Wright testified that usage at the property began to increase in August 2016. As such, it is reasonable to conclude that the customer had a toilet defect which he attempted to correct in September 2016 but was unable to do so, since the customer stated that he repaired a toilet but usage continued to be high. The usage record continued to reflect high usage occurring at the property up to time of the hearing and it is reasonable to conclude that if the customer refuses to accept that there is a toilet defect still at the property as determined by the DC Water technician in February 2017, water usage at the property would remain high because the defective toilet has not been repaired and water usage will remain high until the customer repairs the defective toilet. Also, DC Water pointed out continuing spikes occurring at the property based upon meter reads from the property in January 2017 such reads support a finding that something was occurring at the property to cause increased water usage and the technician's finding of a defective toilet explained the existence of

a reasonable cause of the increased water usage. Likewise, the fact that DC Water found no evidence of the existence of an underground leak, also, points toward the defective toilet as the most likely cause of increased water usage occurring at the property.

The customer in this case refuses to accept and take action to cure a defective toilet found within the house and the water usage continues to be higher than historical usage. This Hearing Officer is convinced that more likely than not the increased water usage is the result of the defective toilet which the customer attempted to repair in September 2016 and failed to do so and which continues defective within house because the owner refuses to accept a finding by DC Water of the existence of the on-going problem.

Under the District of Columbia Municipal Regulations, DC Water is barred from adjusting a customer's account for excessive water consumption when such consumption is due to a defective fixture within the property such as a toilet. (See, 21 DCMR 406) As such, the utility's determination that an adjustment of the customer's account is not warranted is corrected and supported by regulation and is accordingly hereby AFFIRMED.

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

Copy to:

██████████  
██████████ 4<sup>th</sup> Street, NW  
Washington, DC 20011

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

IN RE: [REDACTED]  
[REDACTED] Rhode Island Avenue, NW  
Washington, DC 20001

Account No: [REDACTED]

Amount in Dispute - \$ 296.32


Before Janet W. Blassingame, Hearing Officer  
July 7, 2017 at 11:00 a.m.

ORDER OF DEFAULT

The customer contested a water and sewer bill for the above account for the period of time March 9, 2017 to April 10, 2017. The DC Water and Sewer Authority (DC Water) investigated the water and sewer charges, found that the customer had stated in an email to the utility that there was a leaking toilet due to a flapper and as such, 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 July 7, 2017. Eileen Wright, Sr. Customer Care Associate, DC Water, was present for hearing on behalf of DC Water.

The customer was afforded a thirty (30) minute grace period and although the hearing was delayed until 11:30 a.m., the customer failed to appear. 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, Hearing Officer  
Date: Sept 1, 2017

Copy to:

[REDACTED]  
[REDACTED] Rhode Island Avenue, NW  
Washington, DC 20001

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

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

Account No: [REDACTED]

Amount in Dispute - \$ 221.05

Before Janet W. Blassingame, Hearing Officer  
July 7, 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 January 17, 2017 to February 15, 2017. 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 July 7, 2017. Eileen Wright, Sr. Customer Care Associate, DC Water, was present for hearing on behalf of DC Water.

The customer was afforded a thirty (30) minute grace period and although the hearing was delayed until 1:30 p.m., the customer failed to appear. The letter of notification that was sent to the customer advised her that "Failure to appear at your scheduled hearing may result in a default judgment being entered against you." (See, 21 DCMR 415.3) As such, based upon customer's failure to appear or to request in advance that the hearing be postponed, 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: Sept. 1, 2017

Copy to:

[REDACTED]  
[REDACTED] Gorman Terrace, SE  
Washington, DC 20019

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

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

Account No: [REDACTED]

Amounts and Periods in Dispute:  
\$726.46 – 8/21/13 to 9/23/13  
\$164.34 – 10/24/16 to 1/24/17

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

The customer contested water and sewer bills for the above account for the period of time August 21, 2013 to September 23, 2013 and October 24, 2016 to January 24, 2017. The DC Water and Sewer Authority (DC Water) investigated the water and sewer charges and determined that the charges are valid and an adjustment to the account was not warranted. The customer appealed DC Water's decision and requested an administrative hearing.

This matter was scheduled for hearing on July 25, 2017. Present for the hearing were: [REDACTED] and Eileen Wright, Senior Customer Care Associate, on behalf of DC Water.

The property involved is a single family residence owned by [REDACTED] who lives in the home with his wife. The house has one bathroom, one kitchen, two (2) outside faucets, and a washing machine. The water and sewer bill has historically been Forty Dollars (\$40.00) or less each billing period.

The customer initially raised his concerns regarding his water and sewer charges during a community meeting. After the community meeting, the General Manager's Office requested that the Department of Customer Services respond to the customer directly. [REDACTED] relayed in conversation with a customer service representative that he felt that his water and sewer bills have been too high and he, also, wanted to know why his water meter had been changed so much. [REDACTED] also complained that he had not been properly credited from a burst pipe.

At the hearing, [REDACTED] stated that he was billed \$151.56 on February 24, 2017 and he feels that the charge was too high. Ms. Wright responded that the customer's bill was for an extended period covering October 24, 2016 to January 27, 2017. Ms. Wright further explained that the customer's water meter was changed from a ¾ inch meter to a 1 inch meter because of upgrading to the system. She went on to explain that \$126.00 of the bill was based upon standard fees collected by DC Water and included- a water replacement fee increase which was pro-rated due to the meter change; stormwater; meter fee; and, a clean rivers fee, making his actual charge for water and sewer only \$38.34 for water usage over ninety-two (92) days.

[REDACTED] responded that if someone from DC Water had explained to him about the fees, he would not have been at the hearing.

Ms. Wright stated that she believed that the Investigation Letter sent to the customer relates to the bill dated 8/23/16 for \$130.76. Ms. Wright stated that the customer actually paid \$130.76 but the water meter read indicated that the customer had been overcharged for water and based upon the meter read obtained, DC Water adjusted the customer's bill with a credit. Ms. Wright testified that the customer's bill ledger shows no evidence of the customer ever owing \$726.46 to DC Water for any billing period. Ms. Wright read into the record the telephone log dated 2/17/17 which summarized the customer's dispute as articulated to a customer service representative.

██████ complained that he paid \$3.00 per check to his bank to obtain copies relating to his payment of DC Water's bills for water and sewer service and to show that he owes no arrearage. ██████ asserted that DC Water lacks the 3 C's – curtesy, customer service and curtesy. ██████ asked Ms. Wright whether he owed any money to DC Water and, in response, Ms. Wright showed his account ledger which as of June 30m 2017 reflected that he had a five cents (.5) credit on his account.

Based upon the foregoing testimony and evidence adduced during the hearing, the Hearing Officer finds that there is no issue in dispute.

Even though the customer articulated that he thought that his bills were too high and that he had not been credited with an adjustment to his account, after hearing the explanation of his account bill and viewing the account ledger, the customer's only concern was whether is owed any money on his account. The customer was shown that he had an account credit balance.

Accordingly, this dispute is found to be satisfied and, as such, is hereby DISMISSED.

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

Date: Sept. 1, 2017

Copy to:

██████  
██████ Quackenbos Street, NE  
Washington, DC 20011



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

IN RE: [REDACTED]  
[REDACTED] 47<sup>th</sup> Street, NE  
Washington, DC 20019

Account No: [REDACTED]

Amounts and Dates in Dispute :  
\$772.02 – March 4, 2017 to March 20, 2017  
\$730.34 – March 20, 2017 to April 19, 2017

Before Janet W. Blassingame, Hearing Officer  
July 25, 2017 at 11:00 a.m.

**ORDER OF DEFAULT**

The customer contested water and sewer bills for the periods of time noted above. The DC Water and Sewer Authority (DC Water) investigated the water and sewer charges and determined that the charges 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 July 25, 2017. Eileen Wright, Sr. Customer Care Associate, DC Water, was present for hearing on behalf of DC Water.

The customer was afforded a thirty (30) minute grace period and although the hearing was delayed, the customer failed to appear. The letter of notification that was sent to the customer advised her that "Failure to appear at your scheduled hearing may result in a default judgment being entered against you." (See, 21 DCMR 415.3) As such, based upon customer's failure to appear or to request in advance that the hearing be postponed, 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: Sept. 1, 2017

Copy to:

[REDACTED]  
[REDACTED] 47<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] 33<sup>rd</sup> Street, NW  
Washington, DC 20007

Account No: [REDACTED]

Amount in Dispute - \$ 608.98

Before Janet W. Blassingame, Hearing Officer  
July 25, 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 July 7, 2016 to September 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 July 25, 2017. Eileen Wright, Sr. Customer Care Associate, DC Water, was present for hearing on behalf of DC Water.

The customer was afforded a thirty (30) minute grace period and although the hearing was delayed until 1:30 p.m., the customer failed to appear. The letter of notification that was sent to the customer advised her that "Failure to appear at your scheduled hearing may result in a default judgment being entered against you." (See, 21 DCMR 415.3) As such, based upon customer's failure to appear or to request in advance that the hearing be postponed, 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: Sept. 1, 2017

Copy to:

[REDACTED]  
[REDACTED] 33<sup>rd</sup> Street, NW  
Washington, DC 20007

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

IN RE: [REDACTED]  
[REDACTED] T Street, NW, 2<sup>nd</sup> Floor  
Washington, DC 20009

Service Address:  
[REDACTED] 21<sup>st</sup> Street, NE

Account No [REDACTED]

**Amounts and Periods in Dispute:**

\$2,941.50 – 6/14/16 to 9/7/16

\$2,594.63 – 9/7/16 to 10/6/16

\$1,240.77 – 10/6/16 to 11/6/16

Before Janet W. Blassingame, Hearing Officer  
July 25, 2017 at 2:00 p.m.

The customer contested water and sewer bills for the above account for the periods of time noted above. The DC Water and Sewer Authority (DC Water) investigated the water and sewer charges and determined that the charges 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 July 25, 2017. Present for the hearing were [REDACTED] on behalf of [REDACTED] and Eileen Wright, Senior Customer Care Associate, on behalf of DC Water.

The property involved is a single family home purchased by [REDACTED] in June 2016 for the purpose of renovation and ultimate sale. The property has not been occupied since purchase and renovation has not taken place. [REDACTED] stated that there is a lockbox on the door of the property but the property is not listed for sale. According to [REDACTED], no one checks on the property on a regular basis; she stated that she was last at the property a couple of months ago. The property has two (2) bathrooms and one kitchen. [REDACTED] was unsure of whether the property has an outside faucet.

[REDACTED] testified that [REDACTED] received its first billing statement from DC Water for water and sewer service in January 2017. She stated that earlier bill statements had been mailed to an incorrectly recorded address for the company and the bills were not received. She stated that the first bill received by [REDACTED] reflected an amount due of Seven Thousand Dollars (\$7,000.00). [REDACTED] stated that she received the bill statement on January 6, 2017 and that a plumber was sent to the property on January 22, 2017 and no defects were found. [REDACTED] testified that water service to the property is currently shut-off and that a Notice of Intent to Assess a Property Lien in the amount of \$7,657.09 was received on January 24, 2017 from DC Water. She stated that she sent her plumber's report to DC Water on February 1, 2017 and re-sent the report of February 17, 2017. [REDACTED] stated that she filed the Administrative

Hearing Petition in April 2017.

■■■■ position is that if the bill statement had been received within a reasonable time, she could have addressed the issue of high water registration at the property.

When asked who conducted the property settlement for purchase of the property by ■■■■, ■■■■ stated that she thought that the settlement was done by Express Title. She stated that she did not contact DC Water regarding non-receipt of a bill for water and sewer service because the house was vacant. ■■■■ also stated that she did not check the property for a water and sewer bill statement when no statement came to the LLC's mailing address; no check for any mail was done at the property. She did state that she established an account with PEPCO for the property but not with DC Water based upon the assumption that the title company would do so. ■■■■ testified that this property was the first property purchase by ■■■■.

Ms. Wright testified that the meter reads from the property show water use registering on the water meter from August 6, 2016 to October 19, 2016. Ms. Wright testified that record reflects that the property purchase by the customer took place on June 14, 2016. Ms. Wright stated that DC Water set-up the water and sewer account for the property with the same to bill to the property address. She stated that there was no telephone number for the customer on the submitted Settlement Statement and as such, DC Water did not have a valid phone number with which to contact the customer. She stated that the first bill statement was mailed to the customer at the property address on September 9, 2016; she stated that the bill statement was returned to DC Water by the postal service on October 26, 2016. Ms. Wright stated that no lien has been placed on the property by DC Water because upon a check of the customer's address with the D.C. Office of Tax and Revenue, the utility found the LLC's mailing address different from the service property address and DC Water had been sending the bill statements to the service property's address.

Ms. Wright explained that at the service property there is a meter transmittal device (MTU) attached to the water meter and the MTU transmits reads from the water meter. She testified based upon the meter reads from the property, little water consumption occurred from June 16, 2016 to June 21, 2016, then a small amount of usage took place on June 21, 2016 and June 22, 2016, then again a small amount of water usage occurred on June 27, 2016 and June 28, 2016. She testified that there was no registering water usage at the property from June 28, 2016 until August 6, 2016 but that water started running at the property sometime within a twelve (12) hour period between August 6, 2016 and August 7, 2016 and the water did not stop until October 19, 2016. Ms. Wright testified that 4 CCF of water registered on the water meter within 12 hours when the water started to run August 6<sup>th</sup> -7<sup>th</sup>. She testified that the meter read record reflected that usage completely stopped at the property on October 19, 2017 and has not resumed.

Ms. Wright testified that the customer sent a plumber's report to DC Water on January 22, 2017 but the report does not reflect a date of service and no bill for inspection of the property.

Ms. Wright stated that DC Water removed the water meter for testing and as a result of

the testing, the water meter was determined to have 99.03% accuracy.

Ms. Wright stated that the utility did not perform an underground leak inspection at the property.

In its investigation letter to the customer, DC Water ruled out the existence of a possible underground leak because usage declined without the need for repairs being performed and an underground leak requires repair or otherwise the usage would remain high.

Ms. Wright surmised that something was shut-off or repaired at the property to cause the usage to stop.

The Hearing Officer advised the customer that current charges for water and sewer must be paid or DC Water can place a lien against the property and seek sale of the property. [REDACTED] acknowledged that the customer has not paid current bill charges notwithstanding the amounts in dispute. Ms. Wright gave the customer a ledger reflecting charges billed to the customer by DC Water.

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 purchased by M2 Langston LLC for investment; the customer has yet to renovate the property or place the property for sale and the property has been vacant since purchase in June 2016. (Testimony of [REDACTED])
2. The period in dispute is June 14, 2016 to November 6, 2016. (Testimony of the parties)
3. DC Water began billing the customer for water and sewer service upon submission of the settlement statement evidencing a transfer of ownership to [REDACTED]; the first bill was sent on September 9, 2016 to the property address. (Testimony of Eileen Wright)
4. No one monitored mail received at the property for the customer and the water and sewer bill was returned to DC Water on October 26, 2016. Thereafter, DC Water checked with records of the DC Tax and Revenue Officer and determined that the customer's mailing address was different from the service property address which the utility had on file and had gotten from the settlement statement received. (Testimony of Eileen Wright)
5. The customer received a Bill Statement from DC Water on January 6, 2017 reflecting that high water usage had occurred at the property and the bill amount due was in excess of Seven Thousand Dollars (\$7,000.00). (Testimony of [REDACTED] and Eileen Wright)
6. The customer did not contact DC Water regarding a lack of receipt of a bill for water and sewer service until after it received a bill in January 2017. (Testimony of [REDACTED])
7. High water usage occurred at the property starting August 6<sup>th</sup> -7<sup>th</sup>, 2016 and continued until October 19, 2016 which all usage stopped. (Testimony of Eileen Wright; DC Water meter read log)
8. DC Water removed and tested the water meter from the property and the meter was determined to have 99.03% accuracy. (Testimony of Eileen Wright; DC WASA Meter

Test Results)

9. DC Water ruled out the existence of an underground leak as a possible cause of high water usage occurring at the property because such a leak requires repair in order to stop the leak and no repairs were performed at the property by DC Water and usage declined and stopped. (DC Water Investigation Letter dated April 13, 2017; 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. D.C. Municipal Regulations bar adjustment of a customer's bill when all checks and tests provide no reasonable explanation for excessive water consumption. (See 21 DCMR 408 which states: "In cases in which all checks and tests result in inconclusive findings that provide no reasonable explanation for excessive consumption, no adjustment shall be made to the bill for any portion of the excessive consumption, except as may be approved by the General Manager, based upon a demonstration by the owner or occupant that such an adjustment will further a significant public interest.")
3. Equitable laches comes into play when two prerequisites are met- the defendant must have been prejudiced by the plaintiff's delay and the delay must have been unreasonable. (See, King v. Kitchen Magic, 391 A.2d 1184, 1187-88 (D.C. 1978); Fannie B. Martin v. William Carter, 400 A.2d 326 (D.C. 1979).

DECISION

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

The customer asserted that had DC Water sent the bill earlier, the customer could have investigated the cause of the high water usage and possibly mitigated the loss of water. Such an argument is an argument based upon an equitable defense of laches that because someone failed to do an act or did an act causing harm, through no fault of the injured party that party was harmed and the injured party should be protected and/or shielded from the injury. In this instance the injury is the high water bills now being disputed. The customer's request for protection fails because the customer does not have clean hands. At no time did the customer inquire as to the whereabouts of its water and sewer bills when the same was not received over a period of six (6) months, nor, did the customer monitor its property and check for mail delivered to the property. In this case, the utility sent the bill statement to the service address of the property because that was the address on the settlement statement received to establish the change of account into the new owner. DC Water found an alternative mailing address for the customer by checking records at the DC Office of Tax and Revenue, whereas, the customer was content to sit back and have water and sewer service at the property and not pay for the same even though it was aware of

service being provided to the property and that it had not received a bill from the utility. Even as of the date of the hearing of this matter, the customer has failed and/or neglected to pay current water and sewer charges on its account for the property, notwithstanding the amounts in dispute which are held in abeyance pending a hearing decision. As such, the customer's account is in arrears. The Hearing Officer finds no fault on the part of DC Water regarding its billing and in the alternative, concludes that the injury or high amount owed by the customer is due to the customer's failure to not only monitor its property and check for mail at the property but to inquire of the utility as to the whereabouts of its bill statement(s) when no statement was received after several months following the acquisition of the property.

DC Water presented evidence that its meter was functioning and that no underground leak caused high water usage at the property. As noted above, the utility billed the customer for service using the property address and the customer neither checked for mail nor provided its mailing address as an alternative address for the utility to send the bill statements.

DC Municipal Regulations dictate that the customer is responsible for charges for high water usage when all tests and checks do not find a cause or are inconclusive as to the cause. (See 21 DCMR 408) In this case, the meter test established that DC Water was not wrong regarding the occurrence of the high water usage at the property and the fact that the usage stopped established that no underground leak that the utility might possibly be responsible for repair caused the high usage. Had the customer been diligent in monitoring its property or in addressing its utility bill, it might have detected what was causing the high water usage. The plumbing statement submitted by the customer holds no probative value in that all water usage stopped at the property in October 2016 and no plumber was sent by the customer to inspect the property until after it received the January 2017 bill statement.

Based upon the foregoing, it is the conclusion of the Hearing Officer that the determination of DC Water that the charges are valid and no basis exists to adjust the customer's account is correct. As such, the determination by DC Water is AFFIRMED.

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

Copy to:

██████████  
██████████  
██████████ T Street, NW, 2<sup>nd</sup> Floor  
Washington, DC 20009

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

IN RE: [REDACTED]  
[REDACTED] 6<sup>th</sup> Place, NE  
Washington, DC 20017

Account No: [REDACTED]

Amount in Dispute - \$ 2,461.84

Before Janet W. Blassingame, Hearing Officer  
July 26, 2017 at 10:00 a.m.

**ORDER OF DISMISSAL**

The customer contested a water and sewer bill for the above account for the period of time June 6, 2015 to October 20, 2015. 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 and re-scheduled for hearing on May 24, 2016, September 7, 2016, March 1, 2017, and July 26, 2017. An Order of Default was entered against the customer based upon his failure to appear for hearing on September 7, 2016; the order was vacated and the matter re-scheduled for hearing on March 1, 2017. The hearing on March 1, 2017 was re-scheduled to July 26, 2017 at the customer's request.

On July 26, 2017, Eileen Wright, Sr. Customer Care Associate, DC Water, was present for hearing on behalf of DC Water; [REDACTED] failed to appear for the hearing. Ms. Wright represented that the customer sent an email at 1:49 a.m. on the morning of the scheduled hearing to DC Water's Department of Customer Service, again, requesting a continuance of his scheduled hearing. Ms. Wright presented a copy of the email received by DC Water from the customer in which he states that he was involved in training for a new job and was unable to attend the scheduled hearing due to his training schedule. Ms. Wright, on behalf of DC Water, objected to any further continuance of this matter. She noted that on the face of the email chain provided by the customer, he selected and registered for the training period/dates and was told of the dates as of July 15, 2017. Moreover, Ms. Wright pointed out that the training dates scheduled for the customer's participation were Thursday, July 27, 2017 thru Sunday, July 30, 2017 and did not conflict with the scheduled hearing date of July 26, 2017. Ms. Wright noted that the customer wrote that his scheduled hearing was July 28, 2017 and she noted that the customer cited the wrong date for the hearing. Ms. Wright further complained that the customer had ample notice of his training schedule yet he failed to notify DC Water of his desired to continue his hearing until the day of the scheduled hearing.

It was noted for the record that the Notice of Hearing sent to [REDACTED] [REDACTED] advised that the hearing of his dispute was scheduled for July 26, 2017 at 10:00 a.m. at 80 M St. SE, Suite 720.




The mailing address on the notice was checked and the same is that of the customer's mailing address.

The customer was afforded a thirty (30) minute grace period and although the hearing was delayed until 10:30 p.m., the customer failed to appear. 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) Moreover, the notice advised the customer of who to contact to request to reschedule the hearing if needed and that the customer was to make any request for rescheduling within 5 business days of the notice which was June 8, 2017.

In that this matter has been scheduled for hearing on four (4) dates and the customer has failed to appear for hearing, whether or not making a timely request to reschedule, and DC Water has rescheduled this matter at the request of the customer on three (3) occasions, that the dispute relates to charges incurred two (2) years ago, that, on this most recently scheduled hearing date, the customer was not in training as he purported and the customer did not make an reasonable timely request to reschedule and DC Water objects to any further continuance of this matter, it is the determination of the Hearing Officer that not only is an order of default appropriate against this customer but the customer has failed to prosecute his dispute of the charges based upon his failure to appear for four (4) scheduled hearings. Accordingly, the matter is DISMISSED with prejudice and the determination by DC Water that the bill is valid is AFFIRMED and the charges are due and must be paid by the customer.

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

Copy to:

  
6<sup>th</sup> Place, NE  
Washington, DC 20017

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

IN RE: [REDACTED]  
[REDACTED] New Hampshire Avenue, NE  
Washington, DC 20011

Account No: [REDACTED]

Amount in Dispute - \$ 604.70

Before Janet W. Blassingame, Hearing Officer  
July 26, 2017 at 11:00 a.m.

The customers contested water and sewer bills for the above account for the period of time September 22, 2016 to October 24, 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 July 26, 2017. Present for the hearing were: [REDACTED] and [REDACTED] as well as, Eileen Wright, Senior Customer Care Associate, on behalf of DC Water.

The property involved is a single family home owned and occupied by [REDACTED] and [REDACTED]. The house has four (4) bathrooms, one kitchen, two (2) outside faucets, a washing machine and a dishwasher. [REDACTED] stated that they purchased the home new and have lived there since October 2014. Historically, the water and sewer bill has ranged Seventy Dollars (\$70.00) to One Hundred Dollars (\$100.00) per billing cycle.

[REDACTED] stated that they were on a cruise during the last week of October 2016 and that [REDACTED] mother had been visiting with them and she left in July. He stated that neither he nor [REDACTED] are at home during the daytime.

[REDACTED] testified that he received a high water usage alert from DC Water and in response he looked throughout the house and outside and saw no moisture on the outside of the house and he did not see any leaks within the house. He stated that the outside faucets are turned off at the valve located inside of the house. He also testified that he went under his house to look in the crawl space and he did not see any water under the house.

[REDACTED] stated that DC Water did work at Oglethorpe Street and New Hampshire Avenue during the month prior to the period in dispute; he stated that he believes that the work was due to a burst pipe. [REDACTED] stated that DC Water's work in the area took 23 hours.

The customer further testified that DC Water inspected his house and the service technician found no leaks. [REDACTED] stated that the inspection took place on December 2, 2016.

██████ testified that a DC Water service representative said that they probably had a leak which cleared up; ██████ said that she told the service representative that they did not find anything wrong. She stated that the call was made to DC Water one week after the couple received the high water usage alert from the utility. ██████ testified that a second service technician from DC Water came out to the property and looked around but did not see anything and that a third service technician was also out to the property and that technician said that he was there to do a test for a few hours. The customers stated that there is a sinkhole one block away from their property. They explained that a private street runs through their subdivision and that the sinkhole is on the private street.

Both customers asserted that they have had no visitors, taken no trips and have had no leaks at their property.

██████ testified that the customers received a telephone call from someone inquiring as to why their water and sewer bill was so high. Ms. Wright stated that the telephone call was not a HUNA alert but from DC Water's Billing Department.

Ms. Wright stated that the bill in dispute is dated October 20, 2016 and is for the period September 22, 2016 to October 24, 2016.

Ms. Wright testified that DC Water installed a new water meter at the property on August 11, 2016 under DC Water's on-going program to up-grade and change all water meter in the City.

Ms. Wright stated that the customers consumed 55 CCFs (41,000 gallons) of water during the period in dispute. She explained that the water meter dial registers usage every 10 cubic feet of water used. Ms. Wright further stated that the customers were using water even though the meter read did not change because the meter read does not change until 10 cubic feet are used. Ms. Wright testified that the water meter in this case started to move faster on September 27, 2016 at approximately 30 cubic feet per hour and that water continued to register on the meter at that rate until October 4, 2016 at 10:00. Ms. Wright testified that no water registered on the water meter when the couple was away on their cruise October 23, 2016 to October 31, 2016. She summarized that the spike in water usage occurred September 27, 2016 to October 4, 2016 during which the customers used 50 CCF of water and had a daily average consumption of 6 CCF.

██████ asserted that they can hear water running within their house and they heard no running water.

██████ stated that if a toilet were the cause of the spike in water usage, then, the toilet would do it again and there has been no reoccurrence. Ms. Wright responded that it is not necessarily true that the toilet would run again causing a spike in usage. Ms. Wright stated that the water meter only moves when water is running. She further pointed out that by the time that the DC Water service technician came out to the property, the spike had stopped almost two (2) months earlier.

Ms. Wright testified that DC Water tested the water meter at the property and the meter was determined to have 100.90% accuracy. She went on stating that she knows that an underground leak did not cause high usage at the property because the usage declined without necessity of DC Water performing repairs. She stated that in this case the water meter dial stopped spinning and whatever the culprit was, it stopped on October 4<sup>th</sup>. Ms. Wright emphasized that underground leaks do not repair themselves.

■■■■ reiterated that she and ■■■■ can hear water running in their house and they did not hear any water running and moreover, neither of them was aware of anything being wrong within the home.

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 owned and occupied by ■■■■ and ■■■■. (Testimony of ■■■■)
2. The period in dispute is September 22, 2016 to October 24, 2016. (Testimony of the parties)
3. High water usage occurred at the property between September 27, 2016 and October 4, 2016. (Testimony of Eileen Wright; DC Water meter read log)
4. High water usage stopped at the property without necessity of repairs being made by either the owners or DC Water. (Testimony of the parties)
5. DC Water ruled out the existence of an underground leak as the possible cause of the high water usage at the property because the usage declined without necessity of repairs being performed and the nature of an underground leak is such that repair is necessitated in order for the leak to stop. (Testimony of Eileen Wright)
6. The customers were alerted by DC Water that high water usage had occurred at their home however upon their own inspection of the home, the customers did not find any cause of high water consumption. (Testimony of ■■■■)
7. The period involved the customers did not see any leaks or hear water running in their home. (Testimonies of ■■■■ and ■■■■)
8. DC Water tested the water meter at the property and the meter was determined to have 100.90% accuracy. (Testimony of Eileen Wright; DC WASA Meter Test Result report)
9. The property was inspected by a DC Water service technician and no leaks were found, however, the high water usage had declined prior to the date of inspection. (Testimony of the parties)

#### CONCLUSIONS OF LAW

1. The burden of proof is on the customer to show, by a preponderance of evidence, that the decision of DC Water is incorrect. (21 DCMR 420.7 and 420.8)
2. D.C. Municipal Regulations bar adjustment of a customer's bill when all checks and tests provide no reasonable explanation for excessive water consumption. (See 21 DCMR 408 which states: "In cases in which all checks and tests result in inconclusive findings that

provide no reasonable explanation for excessive consumption, no adjustment shall be made to the bill for any portion of the excessive consumption, except as may be approved by the General Manager, based upon a demonstration by the owner or occupant that such an adjustment will further a significant public interest.”)

### DECISION

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

In this case, the customers conducted their own inspection of the property and relied upon their belief or knowledge that they could hear running water within their home; they did not call a plumber and they did not call DC Water for a week following their notice of high water usage occurring. Unfortunately, by the time DC Water came out to inspect for leaks, the high water usage had stopped and nothing was found. On the other hand, DC Water tested the water meter and determined that the accuracy of the meter was good and within accepted standards and the utility was able to rule out the existence of an underground leak because the high usage stopped without need of repairs being performed. DC Water also presented meter reads from the property which allowed the utility to analyze and indicated the exact dates and times that high water usage occurred at the property. As such, the evidence established that high water usage did occur, that it was not due to an underground leak, and that the water meter was functioning and accuracy registering the usage.

In situations where the tests and checks do not find the cause of high water usage but the fact of high usage is established, the regulations dictate that DC Water cannot adjust a customer's bill for the high water used. (See, 21 DCMR 408)

Based upon the facts presented, nothing can be done to relieve these customers from responsibility for payment of the charges. The customers are advised to adhere to any high usage alert notices received and seek professional assistance if the cause of the high usage is not apparent to the naked eye or ear.

Accordingly, the determination by DC Water that the charges are valid and no basis for adjustment of the customers' account is found is hereby AFFIRMED.

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

Date: Sept. 1, 2017

Copy to:

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED] New Hampshire Avenue, NE  
Washington, DC 20011

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

IN RE: [REDACTED]  
[REDACTED] Constantine Drive  
Ft. Washington, MD 20744

Service Address:  
[REDACTED] 16<sup>th</sup> Street, NE

Account No: [REDACTED]

Amount in Dispute - \$ 5,719.94

Before Janet W. Blassingame, Hearing Officer  
July 6, 2017 at 1:00 p.m.

The customer contested water and sewer bills for the above account for the period of time December 7, 2016 to January 9, 2017. 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 July 6, 2017. Present for the hearing were: [REDACTED] and his son, [REDACTED], as well as, Eileen Wright on behalf of DC Water.

The property involved is a four (4) unit apartment building owned by [REDACTED] for past ten (10) years. [REDACTED] stated that he sold the building in May 2017 and that the title company is holding money in escrow for payment of the final water bill. [REDACTED] stated that each apartment within the building has one bathroom and one kitchen. He stated that during the period in dispute, three (3) units were occupied. The building is monitored by one water meter and historically, the customer's water and sewer bill averaged One Hundred Ten Dollars (\$110.00) per billing cycle.

[REDACTED] stated that he was involved in legal actions against his tenants for possession of their respective units and that it was difficult obtaining possession of the units. [REDACTED] stated that he was required to give the tenants right of first refusal regarding the purchase of the property. He also expressed the sentiment that one tenant in particular could have vindictively done something within the apartment to cause excess water usage. [REDACTED] expressed regret in ever getting involved with the ownership of the apartment building and he stated that he was trying to help someone out and that the person has died. [REDACTED] stated that he has spent a large amount of money trying to sell the property and that the water bill places an added burden and financial hardship upon him.

[REDACTED] declared that his father has timely paid his bills to DC Water and now only wants some consideration having been a good customer. Ms. Wright responded that DC Water can only adjust a customer's account based upon applicable regulations.

██████ testified that he received no alert on high water usage occurring within the building. His son relayed that his father had received a bill for high water usage in year 2015 as well and that his charge had been One Hundred Dollars (\$100.00) and inexplicably jumped to Five Hundred Dollars (\$500.00) for one billing cycle. He further stated that his father's water and sewer bill had been within normal range and returned to normal range the following month (February 2017) after receipt of the high bill.

██████ testified that he telephoned DC Water regarding his high bill and was told to get a plumber. ██████ testified that hired Handyman On Call to inspect the apartment building, that the inspection occurred on February 24, 2017 and that the plumber found no leaks and all fixtures in good condition at the time of inspection. The customer also testified that DC Water sent a technician to the building on a date after his own plumber had inspected the building and the DC Water technician did not detect any leaks. ██████ further testified that in response to the bill reflecting high water usage in the building, he checked with his brother-in-law who at the time was a tenant within the building, if anything was amiss. ██████ stated that neither he nor his brother-in-law saw anything wrong.

Ms. Wright stated that the bill in dispute is for the period December 16, 2016 to January 9, 2017 and is dated January 11, 2017. She stated that DC Water considers the charges valid based upon the meter reads from the property. Ms. Wright explained that the property has an automated water meter with a meter transmittal unit (MTU) which transmits meter reads from the property on an hourly basis. Ms. Wright testified that based upon the meter reads, the spike in water usage started between 12:03 and 1:03 a.m. on December 17, 2016 and continued until between 4:00 and 5:00 p.m. (17:03) on January 4, 2017 when usage declined significantly. Ms. Wright asserted that because usage declined, she was certain that the high usage was due to something that was turned off within the building or repaired. Ms. Wright stated that she knows that the high water usage was not caused by an underground leak because such leaks required repair before usage will decline and in this case, no repairs were performed by DC Water to fix an underground leak.

Ms. Wright testified that the customer contacted DC Water regarding his bill on January 31, 2017 to dispute the charges. She went on to state that by the time that the customer contacted DC Water to dispute the charges, the high water usage within the building had stopped.

Ms. Wright testified that DC Water removed and tested the water meter from the building and the water meter was determined to have 99.48% accuracy. She also pointed out that the customer's plumber's reported was dated March 16, 2017, well after the usage had declined. Ms. Wright clarified that DC Water did not conduct an interior inspection of the customer's building. She stated that DC Water only came to the property to remove the water meter for testing and that occurred on May 31, 2017.

Ms. Wright testified that between January 4, 2017 and January 21, 2017, only 2 CCF of water were used at the building on that eighteen (18) day period. Ms. Wright also presented an email transmission setting forth dates on which DC Water sent high water usage alerts to the customer advising that high water usage was occurring at the building. Ms. Wright testified that



the high water usage alerts were sent by email on December 18, 2016, December 24, 2016, December 30, 2016 and January 5, 2017. Ms. Wright testified that the alerts were sent to the email address on file for the account and that the email account was [REDACTED]. [REDACTED] stated that [REDACTED] was his partner owning the building and that [REDACTED] was deceased. Ms. Wright noted that the email address remains on the account and none of the alerts came back to the utility as undelivered and that the customer should update the account if he desired to change the email address.

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

#### FINDINGS OF FACT

1. The property involved is a four (4) unit apartment building owned by [REDACTED] (Testimony of [REDACTED].)
2. The period in dispute is December 9, 2016 to January 9, 2017. (Testimony of the parties)
3. The customer sold the apartment building in May 2017 and funds were placed in escrow for payment of the final water and sewer bill. (Testimony of [REDACTED].)
4. During the period in dispute, the customer was engaged in legal actions against his tenants for possession of the units within the building. (Testimony of [REDACTED].)
5. High water usage occurred within the building starting December 17, 2016 and continued until January 4, 2017. (Testimony of Eileen Wright; DC Water meter read log)
6. DC Water sent four (4) high water alert emails to the customer using the email address noted on the account; these emails were sent on December 18, 2016, December 24, 2016, December 30, 2016 and January 5, 2017. (Testimony of Eileen Wright; email dated July 6, 2017 from Danny Ballerini to Geneva Green)
7. Water usage at the building declined without necessity of repairs being performed by DC Water. (Testimony of Eileen Wright)
8. The customer hired a plumber to inspect the building for leaks and plumbing defects; the inspection occurred on February 24, 2017 and no leaks were found and the plumber noted that at the time of check-up, all toilets, sinks, water lines were in good condition. (Testimony of [REDACTED]; Handyman On Call invoice dated 2-24-17)
9. DC Water removed and tested the water meter from the property and the water meter was determined to have 99.48% accuracy. (Testimony of Eileen Wright; DC WASA meter test results)
10. DC Water ruled out the existence of an underground leak as a possible cause of high water usage at the property because the usage declined without necessity of repairs being performed and underground leaks must be repaired in order to stop the leak. (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. D.C. Municipal Regulations relating to water and sanitation bar adjustment of a customer's bill if excessive water consumption is the result of a leaking faucet, household

fixtures, and similar leaks or the malfunctioning water-cooled air conditioning equipment. (21 DCMR 406)

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

### DECISION

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

The testimony and evidence established that DC Water sent several emails alerting that high water usage was occurring at the building. DC Water used the email address on file with the account and received no indication that any of its emails were not delivered. During the hearing, the customer revealed that the property was owned by him with a partner, [REDACTED], who is now deceased and that the email address on file with the utility belonged to [REDACTED]. The customer did not reveal [REDACTED] date of death, he did not testify as to having updated the account contact information with DC Water following the death of the co-owner of the property and he did not testify regarding whether he has or ever had access to the email address on file for the account with DC Water. By the time that the customer received the bill in dispute, the high water usage had abated. Likewise, high water usage had stopped before the customer contacted DC Water regarding the bill in dispute and before the customer had a plumber inspect the property.

While it is unclear whether the customer had access to the high water usage alert emails sent by the utility or if he neglected to respond to the alerts as received, it is not relevant to whether the customer is responsible for payment of the water and sewer bill. Had the customer received the alerts from the utility, the alerts are aimed to give the customer an opportunity to mitigate loss and correct the problem causing the high water usage, not receiving a high water usage alert does not absolve the customer from responsibility for payment of water usage occurring at his property.

Ms. Wright speculated that a fixture or outside faucet caused the high water usage at the building. The customer even acknowledged that one of his disgruntled tenants could have done something within the building to cause high water usage. The fact is that no one knows the cause of the high water usage but the evidence established that high water usage did occur at the

property and DC Water made efforts to alert the customer of the occurrence of high water usage, that DC Water's meter was functioning within accurate range and the high water usage was not caused by an underground leak.

Based upon the evidence and testimony submitted, the Municipal Regulations dictate that when all tests and checks are negative and the cause of high water usage is inconclusive, DC Water is not to adjust the customer's account. (See, 21 DCMR 408) DC Water had meter reads showing high water usage and it sent alerts to the customer using the email address on file for the account. Whatever caused the high water usage stopped without intervention by the utility and as such, liability for the payment of the charges rests with the property owner. Accordingly, the determination by DC Water that the charges are valid and no basis exists to adjust the customer's account is hereby AFFIRMED.

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

Date: Sept. 1, 2017

Copy to:

██████████  
██████████ Constantine Drive  
Ft. Washington, MD 20744

██████████  
██████████ 16<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] Montello Avenue, NE  
Washington, DC 20002

Account No: [REDACTED]

Amount in Dispute - \$ 239.03

Before Janet W. Blassingame, Hearing Officer  
July 27, 2017 at 10:00 a.m.

The customer contested a water and sewer bill for the period of time November 18, 2016 to January 10, 2017. 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 July 27, 2017. Present for the hearing were: [REDACTED] and [REDACTED] [REDACTED] as well as, Eileen Wright, Senior Customer Care Associate, on behalf of DC Water.

The property involved is a single family fully renovated house purchased by the customers on November 18, 2016. The house has three and one-half (3 ½) bathrooms, a full kitchen and a kitchenette, a dishwasher, two (2) washing machines, and two (2) outside faucets. The [REDACTED] moved into the house on November 30, 2016. The bill in dispute was the first bill received by the customers for water and sewer service following their purchase of the property. Following the initial billing, the bills for water and sewer service for the succeeding three (3) billing periods were \$58.32, 67.91 and \$77.50. [REDACTED] [REDACTED] stated that as of December 20, 2016, two (2) additional people live in the house and the water and sewer bill since the arrival of the roommates was \$98.34.

[REDACTED] [REDACTED] complained that DC Water initially sent a bill containing charges of fees incurred by the previous owners of the property; the bill was dated 12/20/16. She stated that the bill currently being disputed was dated 1/12/17.

[REDACTED] [REDACTED] testified that there was a delay in getting the HUD-1 Settlement Sheet and that it was mailed to the utility on December 6, 2016. [REDACTED] [REDACTED] stated that he telephoned DC Water to advise the utility of the property transfer and that money was being held in escrow by the settlement company to settle the last bill of the previous owners. [REDACTED] [REDACTED] asked how the utility got a meter reading on November 18, 2016 if no account was established for billing them until the settlement statement was received.

[REDACTED] [REDACTED] stated that other community members have said that they have had problems with their water bills regarding spikes in water usage.

Both [REDACTED] [REDACTED] [REDACTED] [REDACTED] asserted that nothing changed within their home to account for

high water usage and their habits have not changed to account for a decline in water usage. [REDACTED] stated that they looked around their home and saw no water standing or leaks. She also provided a copy of a home inspection report prepared for them in connection with their purchase of the property.

Ms. Wright asserted that DC Water takes the position that the charges are valid. Ms. Wright acknowledged that a billing error occurred that the [REDACTED] were sent the final account bill for the previous owner's account which should have gone to the title company- RGS Title. Ms. Wright stated that the title company sent an email to DC Water on November 22, 2016 regarding the transfer of the property. Ms. Wright stated that DC Water established an account for the [REDACTED] on December 17, 2016. Ms. Wright also stated that the [REDACTED] have an automated meter at the property and the meter has a meter transmittal unit (MTU) when transmits meter reads from the property.

Ms. Wright testified that no usage registered on the water meter until between 10:00 a.m. and Noon on November 18, 2016 and then usage stopped until November 28, 2016 when there was usage sometime between the 28<sup>th</sup> of November and November 30, 2016. Ms. Wright noted that the MTU failed to transmit a meter read on November 29, 2016 and as such, she was unable to pinpoint when the usage occurred between the 28<sup>th</sup> and 30<sup>th</sup> of November. Ms. Wright stated that a small amount of usage occurred between November 30, 2016 and December 1, 2016 and small amounts of usage continued until December 15, 2016 when the meter dial started registering usage every hour. Ms. Wright testified that hourly usage continued to register on the water meter until January 2, 2017 when it stops for a few hours, restarts hourly usage registration, stops for a few hours, restarts and then usage slows on January 7, 2017.

Ms. Wright explained that even though the customers were using water before November 30, 2016, zero usage is reflected on the bill because DC Water does bill for usage until 1 cubic foot of water registers on the water meter.

Ms. Wright testified that the spike in water usage at the property occurred between December 16, 2016 and January 2, 2016 when 8 CCFs of water registered on the water meter.

Ms. Wright noted that the customer did not contact DC Water regarding a dispute of the bill until March 31, 2017.

Ms. Wright testified that DC Water removed and tested the water meter from the property and the water meter was determined to 92.57% accuracy. Ms. Wright acknowledged that the meter accuracy was below accepted standards for meter accuracy as established by the American Water Works Association. She stated that accepted standard for meter accuracy is the range of 95% to 102%.

Ms. Wright testified that she does not know what caused the high water usage which occurred at the property but she does know that the usage was not due to an underground leak because the usage stopped without necessity of repair.

Ms. Wright pointed out that within the 53 days covered by the bill in dispute, had the

spike in usage not occurred, the customers only used 4 CCFs of water.

■■■■ questioned why the spike occurred simultaneously with the MTU failing to transmit reads from the water meter. Ms. Wright responded that the MTU transmission has no bearing upon meter function.

Ms. Wright asserted that had the customers contacted DC Water when they first received the billing, DC Water would have investigated why high water usage was occurring at the property. By the time of the customer's call, however, the high water usage had stopped.

■■■■ reiterated that nothing changed in the house to account for a spike in usage or its decline and even with more people now residing in the house, the water and sewer bill is significantly lower than the bill being disputed. Ms. Wright noted that the highest amount of usage started December 16<sup>th</sup> which was almost 30 days after the couple purchased the property. She informed the ■■■■ of DC Water's high water usage alert program (HUNA) and she suggested that they register for the alert program so that they will be notified if and when high water usage is occurring in their home.

■■■■ stated that she feels that she has not gotten a consistent explanation as to why the disputed bill is correct. She asserted that DC Water assumes that its water meter is correct when, in fact, the meter readings may not be accurate since the readings do not make sense.

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

#### FINDINGS OF FACT

1. The property involved is a single family home owned and occupied by ■■■■ and ■■■■. (Testimony of ■■■■)
2. The period in dispute is November 18, 2016 to January 10, 2017 and the bill is dated January 12, 2017 and is the first billing of the customers since their purchase of the property. (Testimony of the parties)
3. Meter reads from the property were transmitted from the meter to the utility by a meter transmittal unit (MTU) which is attached to the meter; the function of the MTU has no bearing upon the functioning of the water meter. (Testimony of Eileen Wright)
4. High water usage registered on the water meter between December 16, 2016 and January 2, 2017. (Testimony of Eileen Wright; DC Water meter read log)
5. DC Water did not inspect the property for leaks because high water usage had stopped before the customers contacted DC Water to dispute the billing. (Testimony of Eileen Wright)
6. DC Water ruled out the existence of an underground leak as a possible cause of high water usage occurring at the property because the usage declined without need of repair. (Testimony of Eileen Wright)
7. DC Water removed and tested the water meter and the meter was determined to have 92.57% accuracy. (Testimony of Eileen Wright; DC WASA Meter Test Result)
8. The accuracy of the water meter is below accepted standards for meter 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. Once the customer establishes a prima facie case that s/he did not use and/or was not responsible for payment of the water as charged, the burden shifts to DC Water to rebut the customer's claim that s/he did not use the water as charged. (Gatewood v. DC WASA, Case No: 12-AA-368, decided DC Court of Appeals on July 3, 2013)
3. DC Water is obligated to investigate a challenge to a bill by doing any or all of the following:
  - (a) Verify the computations made in the formulation of the water and sewer charges;
  - (b) Verify the meter reading for possible meter overread or doubtful registration;
  - (c) If feasible, check the premises for leaking fixtures, underground invisible leaks, and house-side connection leaks;
  - (d) Check the meter for malfunction;
  - (e) Check the water-cooled air conditioning system, if any, for malfunction; and
  - (f) Make a reasonable investigation of any facts asserted by the owner or occupant which are material to the determination of a correct bill.

See, 21 DCMR 403.

4. If the investigation of the bill challenge reveals doubtful meter registration or possible meter malfunction, the Department shall remove the meter and test it. (21 DCMR 405.2)
5. 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. (21 DCMR 405.3)

### DECISION

The customers in this matter prevail not because they showed that the water as charged was not used by them but because pursuant to the Municipal Regulations of the District of Columbia, whenever it is established that a customer's water meter is not accurately registering water usage, the customer's bill is to be adjusted. (21 DCMR 405.3)

Here the meter test performed by DC Water established that the water meter was under registering water usage at the property and its accuracy was below acceptable established standards for water meters. DC Water had hourly meter reads from the property establishing how much water registered through the water meter during the period in dispute and it ruled out the existence of an underground leak as a possible cause of increased water usage. The regulations,

however, do not make a distinction between water meters that over register and meters that under register usage. Until the regulations are changed, whenever a water meter is found to be not accurately registering water usage, the customer's account is to be adjusted.

As such, the determination by DC Water that the charges are valid and no basis exists to adjust the customers' account is hereby REVERSED and DC Water is directed to adjust the customers' bills for the period in dispute to reflect water usage equal the average consumption of water at equivalent premises or, in the alternative, based upon average usage which occurred at the property following the bill in dispute since the bill in dispute was the initial billing of the customers after purchase of the property.

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

Copy to:

██████████  
██████████ Montello Avenue, NE  
Washington, DC 20002



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

IN RE: [REDACTED]

Myrtle Beach, SC 29579

Service Address:

[REDACTED] Leegate Road, NW

Account No: [REDACTED]

Amount in Dispute - \$ 542.27

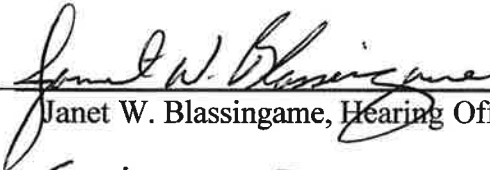
Before Janet W. Blassingame, Hearing Officer  
July 27, 2017 at 11:00 a.m.

**ORDER OF DEFAULT**

The customer contested a water and sewer bill for the above account for the period of time February 9, 2017 to March 17, 2017. 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 July 27, 2017. Eileen Wright, Sr. Customer Care Associate, DC Water, was present for hearing on behalf of DC Water.

The customer was afforded a thirty (30) minute grace period and although the hearing was delayed until 11:30 a.m., the customer failed to appear. 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, Hearing Officer  
Date: Sept. 1, 2017

Copy to:

[REDACTED]  
Myrtle Beach, SC 29579

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

IN RE: [REDACTED]  
[REDACTED] Valley Avenue, SE  
Washington, DC 20032

Account No: [REDACTED]

Amount in Dispute - \$ 2,218.78

Before Janet W. Blassingame, Hearing Officer  
July 27, 2017 at 1:00 p.m.

The customer contested a water and sewer bill for the period of time January 25, 2017 to February 8, 2017. 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 July 27, 2017. Present for the hearing were: [REDACTED] and Eileen Wright, Senior Customer Care Associate, on behalf of DC Water.

The property involved is a single family residence rented by [REDACTED] [REDACTED] for the past ten (10) years. The property has two (2) bathrooms, one kitchen, one outside faucet, a washing machine, and a utility sink. Historically, the water and sewer bill has ranged Sixty Dollars (\$60.00) to Eighty Dollars (\$80.00) per billing cycle.

[REDACTED] testified that she has paid her water and sewer bill every month in the amount charged but DC Water has billed her for Ten Thousand One Hundred Sixty-two Dollars and fifty-two cents (\$10,162.52). She stated that she telephoned DC Water upon receipt of the bill and was told that the utility had only been billing her for taxes and not water usage for the past ten (10) years. The customer stated that she was told that something had been wrong with the equipment. [REDACTED] stated that her response was that it was not her fault if the utility had failed to properly bill her and that she paid as billed. The customer further stated that DC Water applied a Seven Thousand Seven Hundred Seventy-six Dollar and ten cents (\$7,776.10) credit to her account and she was told that the credit was done as a favor to her. [REDACTED] asserted that she should not be held accountable for anything and that it is unfair to her because she had nothing to do with any alleged error in billing by the utility. The customer asserted that she paid her bills as charged every month.

Ms. Wright stated that the balance of Two Thousand Two Hundred Eighteen Dollars and seventy-eight cents (\$2,218.78) is correct as the current amount owed by the customer. Ms. Wright stated that the amount due represents the high bill amount minus the adjustment plus the customer's charges for April 2017 in the amount of Two Hundred Thirteen Dollars and sixty-six cents (\$213.66) for the period February 8, 2017 to March 31, 2017.

Ms. Wright testified that the charge back billed to the customer was for the period of

November 26, 2009 to February 8, 2017.

Ms. Wright testified that the property's owner, [REDACTED] was contacted by DC Water and it was explained to him that the property's MTU (meter transmittal unit) was transmitting the same meter read since November 26, 2009 resulting in at appearing as zero usage occurring the property. Ms. Wright testified that DC Water on February 8, 2017 sent a service technician to the property for the purpose of reading the water meter and the meter read was 958 CCF. Ms. Wright stated that DC Water had not read the water meter for eight (8) years.

Ms. Wright stated that DC Water's Billing Department reviewed the customer's account and determined that an adjustment was appropriate in the amount of 769 CCF or \$7,776.10 and that the utility would bill the customer for one year of water usage.

Ms. Wright stated that upon her review of the case in preparation for the hearing, she identified some account discrepancies. She testified that the customer should have been accorded an adjustment of 820 CCF of water. Ms. Wright pointed out that the statute of limitations allows three (3) years; she referenced 21 DCMR 405.1 and stated that an additional Five Hundred Thirty Dollars and ninety-one cents (\$530.91) should be adjusted from the account. Ms. Wright asserted that based upon the further account adjustment identified by her, the customer's balance due is Two Thousand Forty Dollars and eight-five cents (\$2,040.85) and that the balance includes the customer's obligation to pay for water and sewer service for three (3) subsequent bills- July 3, 2017 in the amount of \$181.76; June 1, 2017 in the amount of \$171.28; April 3, 2017 in the amount of \$213.66, totaling charges of \$566.64. Ms. Wright added that all of the bills sent to the customer after February 8, 2017 are based on registration on a new water meter installed at the property and reads transmitted by a new MTU.

Upon being asked why the utility took so long to read the customer's meter and/or unearth the billing error, Ms. Wright responded that she lacked an explanation.

[REDACTED] stated that under the terms of her lease agreement, she is responsible for payment of the water and sewer bill. She stated that her water and sewer bill had ranged between Sixty-nine Dollars (\$69.00) to One Hundred Thirty-eight Dollars (\$138.00) per billing cycle and then charges dropped drastically. [REDACTED] testified that when she received the initial change in billing to such a low amount, she telephoned DC Water and was told by a customer service representative that the representative did not see anything amiss regarding the bill and that what was received was [REDACTED]'s bill. [REDACTED] testified that she called DC Water about her charges on October 30, 2009, November 9, and June 7, 2011 to verify her balance due and also on February 5, 2010. She stated that the first low bill received by her was for the amount of Seven Dollars and ninety-four cents (\$7.94) and was dated January 4, 2010. The customer asserted that she made inquiry about the low charge on her bill. She asserted that she feels as a resident, she has nothing to do with DC Water's billing and that she should not be charged for the utility's mistake. [REDACTED] acknowledged her responsibility and liability for payment of subsequent billings.

Ms. Wright stated that even though she has identified that it would be appropriate as a

further adjustment to the customer's account, she will not do apply the adjustment pending the decisions of the Hearing Officer.

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 rented by [REDACTED]; the tenant is responsible under the terms of her lease agreement for payment of the water and sewer service charges. (Testimony of [REDACTED])
2. The period of dispute is November 26, 2009 to February 8, 2017. (Testimony of the parties)
3. The MTU at the property was defective and transmitted that zero water usage was occurring at the property as of November 26, 2009 and continuing going forward for each billing cycle that its transmissions were used for purposes of billing the customer. (Testimony of Eileen Wright)
4. DC Water did not send a technician to read the water at any time from the time that the MTU failed to correctly transmit water usage at the property in year 2009 until February 2017. (Testimony of Eileen Wright)
5. DC Water sent a technician to read the water meter at the property on February 8, 2017 and based upon the meter read obtained, the utility found water usage occurring at the property and that the MTU at the property was defective. (Testimony of Eileen Wright)
6. An investigation of the customer's billing revealed that DC Water had charged the customer for fees and not water and sewer usage, based upon the meter read transmission errors, for eight (8) years. (Testimonies of the parties)
7. DC Water back billed the customer for water and sewer usage spanning the period of November 26, 2009 to February 8, 2017; the charge for service was \$10,162.52. (Testimony of the parties)
8. The customer was not aware of the billing omission by DC Water until she received that bill in dispute and a customer service representative gave her an explanation of the basis for the back billing. (Testimony of [REDACTED])
9. The customer disputed the charge back billed to her based upon her history of payment of each bill sent to her by the utility during the period in dispute, ( Testimony of [REDACTED])
10. DC Water subsequently adjusted the customer's account by crediting \$7,776.10 against the amount due, leaving a balance due of \$2,218.78 which included a charge for water and sewer service incurred for the period February 8, 2017 to March 31, 2017 in the amount of \$213.66. (Testimony of Eileen Wright)
11. Ms. Wright identified a discrepancy in the customer's account and has stated that the customer should be entitled to a further account adjustment of \$530.91 but that the customer now owes past due charges for four (4) billing cycles- April, May, June, and July 2017 in the total past due amount of \$566.64, making an adjusted balance due of \$2040.85. (Testimony of Eileen Wright)
12. The customer contacted DC Water to question the correctness of the amount reflected on the Bill Statement received from the utility and the service representative confirmed the

amount due as correct and owed by the customer and the customer paid the charge(s) as billed. (Testimony of the parties)

### CONCLUSIONS OF LAW

1. The burden of proof is on the customer to show, by a preponderance of evidence, that the decision of DC Water is incorrect. (21 DCMR 420.7 and 420.8)
2. Meters shall be read quarterly, or at such other times as the Director shall determine. (21 DCMR 308.1 and 309.1)
3. If at any time, a meter, data collection device or transmitter fails to register correctly or collect, deliver or transmit data or otherwise operate or bears evidence of having been tampered with, as determined by qualified personnel of the Authority, the water charge for the interval in which the incident occurred shall be based on the average previous water consumption determined by meter readings. (21 DCMR 308.4)
4. DC Water is granted the authority to establish, adjust, levy, collect and abate charges for services, facilities, or commodities furnished or supplied by it, pursuant to D.C. Code §34-2202.03(11)
5. Equitable laches comes into play when two prerequisites are met- the defendant must have been prejudiced by the plaintiff's delay and the delay must have been unreasonable. (See, King v. Kitchen Magic, 391 A.2d 1184, 1187-88 (D.C. 1978); Fannie B. Martin v. William Carter, 400 A.2d 326 (D.C. 1979).

### DECISION

The issue presented in this case is whether the customer should be held responsible for payment of water and sewer services that the utility failed to charge to her account for a period of eight(8) years. The customer asserts that she has paid as charged over the years and that the billing error rests with the utility and the utility should absorb any loss which it has sustained due to its error in billing. DC Water seeks to recoup money for services rendered and back billed the customer demanding payment in excess of Ten Thousand Dollars (\$10,000.00) which has since been adjusted downward to a little over Nineteen Hundred Dollars (\$1,900.00). Ms. Wright identified an additional adjustment of \$530.91 not yet credited to the customer's account which if credited would reduce the back billed amount to below Thirteen Hundred Dollars (\$1,300.00).

In some cases where a customer is caused harm through no fault of his/her doing but due to the utility's failure to perform some task, the customer is relieved from liability based upon the equitable defense of laches. Based upon the facts presented, the question is whether the customer should be afforded the protection of laches.

DC Water has no specific regulation regarding back-billing or limitation on its ability to back-bill a customer's account. The authority to back-bill comes only through its broad authority to charge and collect for water and sewer service. (See, D.C. Code §34-2202.03(11).

Some water authorities have addressed the issue of back-billing but DC Water has not done so and other authorities have established back-billing practices relating to length of time that they can back-bill or the types of customers subject to back-billing. The water authorities that have passed regulations addressing back-billing have indicated that they have done so to protect the interests of consumers in promptly settling their accounts while at the same time providing a reasonable time for utilities to correct inaccuracies in billing. For example, the NY Water Authority has a statutory limit on back-billing. (See, *Perry Thompson Third Co., v. City of New York, et al.*, 279 A.D.2d 108; 718 N.Y.S.2d 306; 2000 N.Y. App. Div. LEXIS 13984, citing the Governor's Mem Approving L. 1979, ch 233, 1979 Legis Ann, at 147.) In this case, DC Water voluntarily adjusted the customer's account taking off what it determined to be equivalent to seven (7) years of water usage and sewer services.

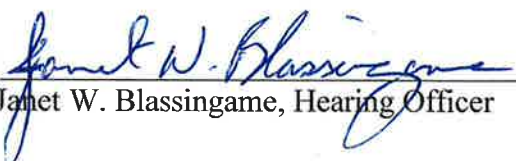
In that there are no specific regulations authorizing back-billing or restricting the same, this body maintains that it is appropriate to examine bill disputes on a case-by-case basis in an effort to weigh unpredictable and/or arbitrary billing and the prompt settling of customer accounts against correcting billing deficiencies. In weighing the factors, the Hearing Officer is convinced that this dispute is appropriate for imposition of the doctrine of laches on behalf of the customer.

As stated, laches is an equitable defense against harm caused by another's delay or failure to take action. In this case, DC Water failed to note that zero usage was reported by the MTU as occurring at the property for over eight (8) years. The utility did not question the MTU transmittals and its representative confirmed to the customer that her bill was correct when the customer questioned the very low charge for service reflected on the Bill Statement. The utility waited eight (8) years before it sent a service technician to the property to read the water meter. D.C. Municipal Regulations dictate that a meter is to be read quarterly and when a property has a MTU that fails to transmit, the utility is to estimate the customer's usage if it does not read the meter. (See, 21 DCMR 308.1, 308.4 and 309.1)

The customer paid the water and sewer bills sent to her and testified that she noted the drop in charges for service but thought no further after contacting the utility and being told that the bill was correct.

Based upon the facts presented, it is the determination of the Hearing Officer that the customer bears no fault and has paid her water and sewer charges as presented to her for the period in dispute. The customer does owe for water and sewer services charged to her account for periods after February 8, 2017 which she has yet to pay.

Accordingly, DC Water's determination that the charges are valid and no adjustment of the customer's bill is warranted is hereby REVERSED and the customer's full payments on water and sewer bills issued by the utility up to February 8, 2017 shall be considered full payment for said billing periods. The customer is hereby directed to pay DC Water for charges incurred after February 8, 2017. At the time of hearing, the customer owed \$566.64 for charges reflected in billings sent in April, June, and July 2017.

By:   
Janet W. Blessingame, Hearing Officer

Date: Sept 1, 2017

Copy to:

████████████████████  
████████████████████ Valley Avenue, SE  
Washington, DC 20032

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

IN RE: [REDACTED]

[REDACTED] Georgia Avenue, NW  
Washington, DC 20011

Account No. [REDACTED]

Amount in Dispute - \$ 714.96

Before Janet W. Blassingame, Hearing Officer  
July 26, 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 July 4, 2016 to October 13, 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 July 26, 2017. Eileen Wright, Sr. Customer Care Associate, DC Water, was present for hearing on behalf of DC Water.

The customer was afforded a thirty (30) minute grace period and although the hearing was delayed until 1:30 p.m., the customer failed to appear. The letter of notification that was sent to the customer advised her that "Failure to appear at your scheduled hearing may result in a default judgment being entered against you." (See, 21 DCMR 415.3) As such, based upon customer's failure to appear or to request in advance that the hearing be postponed, 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: \_\_\_\_\_

*Sept. 1, 2017*

Copy to:

[REDACTED]  
[REDACTED] Georgia Avenue, NW  
Washington, DC 20011



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

IN RE: [REDACTED]  
3518 11<sup>th</sup> Street, NW  
Washington, DC 20010

Account No: [REDACTED]

Amount in Dispute - \$ 677.79

Before Janet W. Blassingame, Hearing Officer  
July 27, 2017 at 2:00 p.m.

The customer contested a water and sewer bill for the period of time December 21, 2016 to January 23, 2017. 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 July 27, 2017. Present for the hearing were: [REDACTED] and Eileen Wright, Senior Customer Care Associate, on behalf of DC Water.

The property involved is a townhouse owned and occupied by [REDACTED]. The property has two (2) bathrooms, one kitchen, and a washing machine. [REDACTED] stated that at the time disputed three (3) people lived in the home; seven (7) people currently live in the home. Historically, the water and sewer bill ranged Seventy-five Dollars (\$75.00) to Eighty-five Dollars (\$85.00) per billing cycle.

[REDACTED] reported that nothing remarkable or difference was occurring within her home during the period in dispute and she stated that she was basically at home throughout the entire period except for one or two (2) nights during the holidays.

[REDACTED] stated that she had been positive that the bill received was wrong but when she contacted DC Water regarding the charge, the service representative with whom she spoke assumed that something was wrong within the property to have caused excessive water usage or that she, the customer, had fixed something within the home to stop the excessive water usage.

[REDACTED] testified that she made no repairs within the house but by the next month, her water and sewer bill was back to normal. She stated that DC Water did not come out to conduct an inspection of the house for leak or plumbing issues and the customer did not hire a plumber because she checked the house and did not see any leaks or any other problem. [REDACTED] testified that DC Water's position toward her was that she just had to pay the bill.

Ms. Wright stated that DC Water found that the charges are valid based upon the meter readings from the property. Ms. Wright testified that there was a significant spike in water usage recorded on the water meter from January 7, 2017 to January 19, 2017. She stated that starting January 8, 2017 5 CCF of water registered on the water met and water usage continued at the

rate each day until January 19, 2017 when usage declined to 1 CCF. In total, 55 CCFs of water registered as having been used at the property in a period of twelve (12) days, according to Ms. Wright and the meter read records of the utility. Ms. Wright pointed out that over the period of January 19, 2017 to January 31, 2017, only 4 CCF of water was used at the property; Ms. Wright asserted that water use significantly declined during the succeeding period.

Ms. Wright testified that DC Water removed the water meter for testing and the meter was determined to have 96.99% accuracy which is within accepted meter accuracy standards as established by the American Water Works Association.

Ms. Wright stated that DC Water did not send a technician to inspect the property for leaks because usage returned to normal.

Ms. Wright pointed out that the disputed billing was based upon actual meter reads from the property.

██████████ asserted that she received no high water usage alerts from DC Water. She further asserted that the bill as received imposes a huge financial burden upon her and it is unsettling that her charges could go up without rhyme or reason. The customer cited 21 DCMR 405.3 as basis for her position that the bill is wrong; Ms. Wright pointed out that the meter test confirmed that the water meter at the property was working fine. Ms. Wright concluded that because the water meter was fine, the customer was not entitled to any adjustment to her account.

Ms. Wright stated that DC Water ruled out the existence of an underground leak as a possible cause of the high water usage because the usage would have remained high until repairs were performed.

██████████ asserted that DC Water failed to investigate the cause of the high water usage to the extent that the utility could and should have investigated the dispute. Ms. Wright asserted that the customer did not contact DC Water until March 22, 2017 to dispute the charges and by the time that the customer called DC Water, the high water usage had already stopped and the customer had already received her next bill for service- the February bill.

Ms. Wright testified that DC Water did send the customer alerts of high water usage occurring at the property. Ms. Wright presented a record of HUNA notifications having been made on January 9m 2017m, January 15, 2017 and January 21, 2017.

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

#### FINDINGS OF FACT

1. The property involved is a townhouse owned and occupied by ██████████ (Testimony of ██████████)
2. The period in dispute is December 21, 2016 to January 31, 2017. (Testimony of the parties)

3. High water usage registered on the water meter January 7, 2017 to January 19, 2017 when it significantly declined without repairs being performed by either the customer or DC Water. (Testimony of the parties; DC Water meter read log)
4. Both the water meter and MTU device were functioning throughout the period in dispute and DC Water has hourly meter reads documenting water used at the property. (Testimony of Eileen Wright; DC Water meter read log)
5. DC Water sent high water usage alerts (HUNA) to the customer on January 9, 2017, January 15, 2017 and January 21, 2017. (Testimony of Eileen Wright; email from Danny Ballerini to Eileen Wright dated June 1, 2017)
6. DC Water removed and tested the water meter from the property and the meter was determined to have 96.99% accuracy. (Testimony of Eileen Wright; DC WASA Meter Test Results)
7. DC Water ruled out the existence of an underground leak because high water usage declined without necessity of repairs being performed. (Testimony of Eileen Wright)
8. DC Water did not inspect the property for interior leaks because high water usage had stopped because the customer initiated a dispute of the charge. (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. As necessary to investigate a challenge to a bill, DC Water may do any or all of the following:
  - (a) Verify the computations made in the formulation of the water and sewer charges;
  - (b) Verify the meter reading for possible meter overread or doubtful registration;
  - (c) If feasible, check the premises for leaking fixtures, underground invisible leaks, and house-side connection leaks;
  - (d) Check the meter for malfunction;
  - (e) Check the water-cooled air conditioning system, if any, for malfunction; and
  - (f) Make a reasonable investigation of any facts asserted by the owner or occupant which are material to the determination of a correct bill.

See, 21 DCMR 403.

3. If the investigation of the bill challenge reveals doubtful meter registration or possible meter malfunction, the Department shall remove the meter and test it. (21 DCMR 405.2)
4. 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. (21 DCMR 405.3)

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

### DECISION

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

The testimony and evidence established that DC Water sent notifications alerting the customer that high water usage was occurring at the home. The utility also had detailed meter reads documenting when the high water usage occurred and declined at the property. DC Water tested the water meter and the meter was determined to be registering water used at the property within an accepted range of accuracy. The utility also ruled out the existence of an underground leak as a possible cause of the high water usage.

The customer complained that DC Water could or should have done more to investigate the cause of the high water usage but the Hearing Officer finds no fault in the utility's investigation. The regulations provide a list of possible investigation tools that the utility can use to seek the cause of a high bill and in this case, the utility employed the use of the meter test and it ruled out the existence of an underground leak. The utility explained why it did not conduct an interior inspection of the property citing that the usage had declined by the time the customer initiated the bill challenged. Significantly, the customer failed to do all that she could have done to mitigate her loss of water in that there was no evidence of her reacting in response to the NUNA notifications from the utility that high water usage was occurring at the property. Had the customer contacted DC Water upon notifications of the high water usage occurring, then, the utility could have sent a technician to inspect the property and possibly detect the cause of the usage, however, in this case, the customer failed to initiate a contact with the utility until the high water usage had declined, thus, preventing detection of what was occurring at the property to cause the high water usage. Likewise, upon notification by the utility of high water usage occurring at the property, the customer could have hired a plumber to investigate the cause but she failed to do so, assuming that the bill was wrong based upon her inspection of the premises.

In situations where the tests and checks do not find the cause of high water usage but the fact of high usage is established, the regulations dictate that DC Water cannot adjust a customer's bill for the high water used. (See, 21 DCMR 408) As such, the Hearing Officer

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

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

Date: Sept. 1, 2017

Copy to:

■■■■■  
■■■■■ 11<sup>th</sup> Street, NW  
Washington, DC 20010