

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

IN RE: [REDACTED]
[REDACTED] 13th Street, NW
Washington, DC 20009

Account No: [REDACTED]

Amount in Dispute - \$ 521.10

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

The customer contested water and sewer bills for the above account for the period of time December 22, 2016 to February 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 November 1, 2017. Present for the hearing were [REDACTED] and Eileen Wright, Senior, Customer Care Representative, on behalf of DC Water.

The property involved is a leased row house with five (5) tenants. The house has two (2) bathrooms, one kitchen, and a washing machine. Ms. [REDACTED] stated that she has been a tenant in the house since July 15, 2015 and is tasked with managing the payment of the water bill by the tenants. She stated that the property is managed by [REDACTED] Realty Services and that the water and sewer bill has averaged \$139.01 per billing cycle with the median charge at \$119.52 and the maximum charge having been \$199.12.

Ms. [REDACTED] testified that she contacted DC Water on March 23, 2017 about the bill in dispute and she was told by the responding service representative that the high charge was most likely the result of a leak. Ms. [REDACTED] testified that she called the property manager and requested an inspection. She stated that the property was inspected on March 31, 2017 and no water leaks were found. Ms. [REDACTED] testified that DC Water scheduled a technician to come to the property to obtain an actual meter read but the utility did not conduct an interior inspection. Ms. [REDACTED] stated that she understood, however, that DC Water ruled out the existence of an underground leak as a cause of the high usage.

Ms. [REDACTED] asserted that there has been no change in occupancy within the house. She testified that there has been no running water within the house and that there have been no leaks within house. She pointed out that the bill being disputed was an isolated charge and no further high bills have been received at the property. She stated that nothing in the usage history of the property supports the bill in dispute as being correct and she pointed out that the average bill, in the past, for the property has been \$110.00 per billing cycle.

Ms. Wright testified that high water usage occurred between December 22, 2016 and

February 17, 2017. Ms. [REDACTED] interjected that most of the tenants within the house were away for holiday during the stated period and that only two (2) of the seven (7) tenants were in residence during the period in dispute and each tenant utilized a separate bathroom from the other tenant.

Ms. Wright asserted that the charges are valid. She pointed out that the customer has an automated meter with a meter transmittal unit (MTU) attached. Ms. Wright conceded that the MTU at the property stopped transmitting meter reads after September 2015 but she asserted that DC Water made every effort to obtain actual meter reads from the property thereafter by sending a technician to the property to read the water meter. Ms. Wright testified that DC Water estimated the customer's water usage for billing in January 2017 but obtained an actual meter read from the property on February 17, 2017. She stated that based upon the meter read of February 17, 2017, the utility determined that it had underestimated water usage at the property in January.

Ms. Wright stated that she is unable to determine when the high usage occurred within the period since the MTU was not transmitting reads from the water meter. She stated DC Water obtained an actual meter read on April 20, 2017 and that read was the next read following the February 2017 meter read.

Ms. Wright stated that DC Water sent a service technician to the property on July 13, 2017 to remove the water meter however the technician was unable to operate the water valve and, as such, could not remove the water meter. Ms. Wright testified that the technician, in lieu of removing the water meter, obtained a meter read. Ms. Wright testified that DC Water's Water Services Department did not get out to the property to remove the water meter until October 6, 2017 and at that time, a new meter was installed at the property. Ms. Wright explained that the removed water meter was not tested for its accuracy because the service order for a meter test had expired by the time that the water meter was removed. Ms. Wright stated that Water Services main duty is to address water main breaks so the job, at the property involving the removal of the water meter, was not a priority.

Ms. Wright asserted that the meter read from the property shows that a high volume of water registered on the water meter. She stated that the meter readings were in line.

When asked why the utility did not inspect the house for leaks, Ms. Wright stated that she had no comment and did not know why no interior inspection was done. Ms. Wright added that the customer did tell the service representative that the owner was having an interior inspection done.

Ms. Wright asserted that water meters slow down with age and that DC Water is changing all of its water meters in the District of Columbia.

Ms. Wright concluded by stating that because the meter reads progressively go up or were higher than each previous read, that fact substantiates the read in dispute.

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 house rented to five (5) individuals. (Testimony of [REDACTED])
2. The period in dispute is December 22, 2016 to February 17, 2017. (Testimony of the parties)
3. High water usage registered on the water meter sometime between December 22, 2016 to February 17, 2017. (Testimony of Eileen Wright)
4. The MTU stopped transmitting meter reads from the property in year 2015. (Testimony of Eileen Wright)
5. DC Water estimated the customer's water usage for the billing period December 22, 2016 to January 25, 2017. (Testimony of Eileen Wright; DC Water Billed History/Usage History log)
6. DC Water obtained an actual meter read from the property on February 17, 2017 and based upon the actual meter read determined that it had underestimated water used at the property during the previously estimated billing cycle. (Testimony of Eileen Wright)
7. The customer's previous usage history has never exceeded 17 CCF of water within any billing cycle or comparable period equivalent to the adjusted bill in dispute which reflected a period of 57 days. (DC Water Billed History/Usage History log)
8. After the meter read obtained on February 17, 2017, the customer's water usage has not exceeded 11 CCF within any billing cycle. (DC Water Billed History/Usage History log)
9. DC Water removed the water meter from the property but did not test the water meter. (Testimony of Eileen Wright)
10. The management company overseeing the property had the property inspected for leaks and no leaks were found. (Testimony of [REDACTED])
11. DC Water did not inspect the property for leaks but did rule out the existence of an underground leak as a possible cause of the high water usage because the usage declined without necessity of repairs being performed. (Testimony of Eileen Wright; DC Water Investigation letter dated May 30, 2017)
12. The customer had no knowledge of running water or leaks within the property during the period in dispute. (Testimony of [REDACTED])

CONCLUSIONS OF LAW

1. The burden of proof is on the customer to show, by a preponderance of evidence, that the decision of DC Water is incorrect. (21 DCMR 420.7 and 420.8)
2. Once the customer establishes a prima facie case that s/he did not use and/or was not responsible for payment of the water as charged, the burden shifts to DC Water to rebut the customer's claim that s/he did not use the water as charged. (Gatewood v. DC WASA, 82 A.3d, DC Court of Appeals 2013)
3. DC Water is obligated to investigate a challenge to a bill by doing any or all of the following:

- (a) Verify the computations made in the formulation of the water and sewer charges;
- (b) Verify the meter reading for possible meter overread or doubtful registration;
- (c) If feasible, check the premises for leaking fixtures, underground invisible leaks, and house-side connection leaks;
- (d) Check the meter for malfunction;
- (e) Check the water-cooled air conditioning system, if any, for malfunction; and
- (f) Make a reasonable investigation of any facts asserted by the owner or occupant which are material to the determination of a correct bill.

See, 21 DCMR 403.

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

DECISION

In this case, the customer made a prima facie case that the disputed bill is incorrect and, thus, shifted the burden to DC Water to establish that the charges are valid and should be paid by customer. The basis of the customer's prima facie case was Ms. [REDACTED] testimony that there were no known leaks or running water at the property and that the property had been inspected by a plumber and no leaks were found.

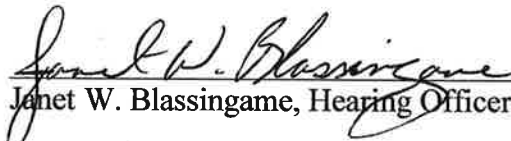
The Court in Gatewood supra, made it clear that the utility must investigate and present evidence that the customer used the water as charged. Normally, the utility will investigate by conducting an interior inspection for leaks, an underground inspection for leaks and/or a meter test, as warranted. DC Water did not test the customer's meter. DC Water did not conduct an interior inspection of the premises. The utility ruled out the presence of an underground leak based upon the fact that measured water used at the property went down following the period of recorded high water usage. The customer countered that the usage history for the property does

not support that such a high volume of water was actually used at the property because both before and after the spike recorded usage was considerably lower.



In this case, DC Water only estimated the customer's usage for one billing period even though the MTU stopped transmitting meter reads from the property in year 2015. DC Water cannot determine when high usage occurred and because the MTU was not transmitting the customer had no notice of high usage occurring at the property. Under the regulations, DC Water is obligated to read water meters on a quarterly basis and since it only estimated the customer's usage for one billing period before it obtained an actual meter read, the utility complied with the applicable regulations and cannot be faulted as unreasonably causing any delay in adjusting its billing the customer for actual water use.

DC Water, however, cannot rebut the customer's prima facie case. The utility failed to present sufficient evidence to show the charges as valid. The utility's failure was in not testing the water meter and not inspecting the premises for leaks. In not performing these investigation actions, it is/was impossible to overcome the customer's testimony that an inspection of the property by a plumber found no leaks and she, as a tenant, was unaware of any leaks. As such, DC Water lacks information on the accuracy of the water meter and cannot refute the owner's property inspection during which no leaks were found. Finally, DC Water's argument that the meter was functioning properly because the reads were in-line is nullified if the utility cannot show that its meter was functioning properly and accurately. As such, the preponderance of the evidence lies with the customer and the customer succeeds in disputing the charges.

Accordingly, the determination by DC Water that no adjustment to the account is appropriate is hereby REVERSED and the customer prevails in her dispute of the charges and the customer shall be billed for the period based upon her average previous water usage.


Janet W. Blassingame, Hearing Officer
Date: Jan. 19, 2018

Copy to:


 13th Street, NW
Washington, DC 20009

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

IN RE: [REDACTED]
[REDACTED] Myrtle Avenue, NE
Washington, DC 20009

Account No: [REDACTED]

Amounts and Periods in Dispute:
7/16/2016 to 10/17/2016 - \$184.57
11/30/2016 to 1/17/2017 - \$182.78
1/17/2017 to 2/4/2017 - \$129.60
2/14/2017 to 3/15/2017 - \$119.10

Before Janet W. Blassingame, Hearing Officer
November 1, 2017 at 1:00 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 November 1, 2017. Present for hearing were [REDACTED] and Eileen Wright, Sr. Customer Care Associate on behalf of DC Water.

The property involved is a single family home having two and one-half (2 ½) bathrooms, one kitchen, two (2) outside faucets, a washing machine, a dishwasher (disconnected) and a utility sink. Historically, the water and sewer bill has ranged between Twenty-five Dollars (\$25.00) and Thirty-five Dollars (\$35.00) per billing cycle.

Mr. [REDACTED] reported that he neither waters his grass nor washes his car.

The customer testified that his water and sewer bill started to climb as of April or May 2016. Mr. [REDACTED] stated that he telephoned DC Water regarding the escalation in charges and was told by a customer service representative that there were added fees and that, maybe, there was a leak at the premises. Mr. [REDACTED] testified that he requested an interior inspection and no leaks were found as a result of the inspection. Mr. [REDACTED] testified that a service technician was at the property on April 7, 2017 and found that the water meter was not working. Mr. [REDACTED] stated that when the water was turned on, the meter did not come on and the meter hand did not come on. Ms. Wright interjected that the inspection report reflects that the meter did not move when the water was off.

Mr. [REDACTED] clarified that he also disputes the amount of fees charged to his account.

Ms. Wright testified that the customer was previously billed \$27.53 for 2 CCF and that

his bill was so low because he was receiving CAP benefit. Ms. Wright testified that CAP expired on September 30, 2016 and that Mr. [REDACTED] is currently not benefiting from CAP. She explained that a customer must qualify for the CAP benefit on an annual basis and that the benefit reduces the charge for water up to 10 CCF, Right of Way, Replacement fee and the Pilot fee. Ms. Wright testified that the customer is charged for the meter fee, impervious area fee, storm water fee, and system replacement fee. In Mr. [REDACTED]'s case, he received the CAP credit on his bill dated 10/17/16 covering the period 7/16/16 to 10/17/16.

Ms. Wright testified that the customer's water usage was estimated by DC Water for billing in August 2016 and September 2016. She testified that DC Water obtained an actual meter read from the property on October 17, 2016 which indicated that more water had been used than estimated and the utility issued the customer an adjusted bill extending back over the two (2) estimated billings. Ms. Wright stated that the customer's 7/20/16 bill also covered an extended period and that the customer had used 13 CCF of water over the period. Ms. Wright testified that the customer had used 14 CCF of water based upon an actual meter read for the period November 30, 2016 to January 17, 2017.

Ms. Wright testified that DC Water conducted an interior audit of the property on April 7, 2017 and no leaks were found. She stated that DC Water conducted an underground inspection of the property on May 19, 2017 and no leaks were found and that the utility removed the water meter for testing on June 20, 2017 and based upon a meter test performed on June 28, 2017, the water meter was determined to have 100.20% accuracy.

Ms. Wright further testified that on the meter read log where the customer may see the notation "Register Err", the notation indicates that the MTU at the property failed to transmit a meter read.

Ms. Wright stated that the customer's water usage declined in April 2017. She also stated that she does not know what caused high water usage to occur at the property but instead of the customer's bill having been \$184.57, his bill would have been \$279.39 but for the application of the CAP credit. She went on to explain that the customer's water usage was low when CAP application was on the account but that the water usage started going up in July 2016.

Ms. Wright stated that the water meter dial only moves when water is being used at the property and water meters are not designed to stop and start unless water is going thru the meter.

Ms. Wright pointed out that there was a drastic reduction in the customer's water usage in April 2017 and that the reduction occurred before the water meter was removed from the property.

Ms. Wright asserted that even though she does not know what caused the high water usage to occur, DC Water has ruled out everything that the utility is responsible for and it has found nothing to cause the problem relating to DC Water equipment.

Mr. [REDACTED] reasserted that he did not use the amount of water reflected on his bill. He stated that he understands that his CAP credit expired.

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 dwelling owned and occupied by [REDACTED]. (Testimony of [REDACTED])
2. There are several periods in dispute involving both estimated usage and actual meter reads. The periods in dispute are: 7/16/2016 to 10/17/2016 - \$184.57; 11/30/2016 to 1/17/2017 - \$182.78; 1/17/2017 to 2/4/2017 - \$129.60; and, 2/14/2017 to 3/15/2017 - \$119.10 (Testimony of the parties)
3. DC Water estimated the customer's water usage for billing purposes in August 2016 and September 2016, then, obtained an actual reading from the water meter on October 17, 2016 for billing purposes in October 2016. (Testimony of Eileen Wright; DC Water Billed History/Usage History log)
4. DC Water obtained actual reads from the customer's water meter from October 2016 going forward. (Testimony of Eileen Wright; DC Water Billed History/Usage History log)
5. The customer was enrolled and benefited from CAP credit on his water and sewer account for three (3) periods- 10/01/2010 to 9/30/2011; 10/01/2015 to 9/30/2015; and, 1/07/2015 to 9/30/2016. (Testimony of Eileen Wright; DC Water CAP Enrollment record)
6. CAP credit reduced the water charged to the customer's account, as well as, provided credit against various fees accompanying water service. (Testimony of Eileen Wright)
7. When the customer's enrollment in CAP expired, the customer was charged for actual water used. (Testimony of Eileen Wright)
8. The customer's enrollment in CAP expired September 30, 2016. (Testimony of Eileen Wright; DC Water CAP Enrollment record)
9. CAP credits and benefits applied to the customer's bill dated 10/20/16 covering the period 7/16/16 to 10/17/16. (Testimony of Eileen Wright; Bill Summary dated 10/20/16)
10. Because of CAP credits, the customer is not charged for actual water amounts used during a billing period and unless the customer analyzed the usage chart on his billing statement, the customer would not be cognizant of actual water usage occurring at his premises. (Testimony of Eileen Wright; DC Water Bill Summary format)
11. The customer noticed an escalation in his water service charge starting in April or May 2016 and the escalation was attributed by a customer service representative to increased fees charged to the account. (Testimony of [REDACTED])
12. Water usage appears to have increased at the property as early as April 2016 but because of CAP, the customer was not charged for actual water usage until CAP enrollment expired. (Testimony of Eileen Wright; DC Water Billed History/Usage History log)
13. DC Water conducted an interior inspection of the premises and no leaks were found. (Testimony of the parties)
14. DC Water conducted an underground leak inspection of the premises and no underground leaks were found. (Testimony of the parties)
15. DC Water removed and tested the water meter and the meter was determined to have 100.20 % accuracy. (Testimony of Eileen Wright; DC WASA Meter Test Results)

16. Water usage at the property declined in April 2017 without necessity of repairs being performed by DC Water. (Testimony of Eileen Wright; DC Water Billed History/Usage History log)

CONCLUSIONS OF LAW

1. The burden of proof is on the customer to show, by a preponderance of evidence, that the decision of DC Water is incorrect. (21 DCMR 420.7 and 420.8)
2. 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. Meters shall be read quarterly, or at such other times as the Director shall determine. (21 DCMR 308.1 and 309.1)
4. 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)
5. DC Water is granted the authority to establish, adjust, levy, collect and abate charges for services, facilities, or commodities furnished or supplied by it, pursuant to D.C. Code §34-2202.03(11)

DECISION

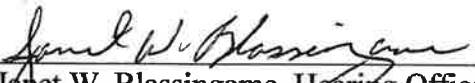
The customer in this case was unable to establish that more likely than not the bills being disputed were wrong.

The evidence and testimony established two (2) factors to have caused the customer to believe that he was being overcharged by the utility. The first factor was his enrollment in CAP and his program expiration. The second factor was increased fees charged to the account

The evidence established that the customer benefited from enrollment in CAP which provided to him a reduction in water usage charged to his account as well as credit against various fees applicable to water service. The evidence established that the customer's enrollment in CAP expired resulting in the customer being charged for actual water used at the premises. The evidence and testimony further established that the customer was not cognizant that his actual water usage had increased, even though the usage chart on his billing statement showed the increased water usage, because the CAP program reduced the water usage charged to the account and the customer paid attention only to the amount charged to him.


DC Water was able to establish that it was within its authority to estimate the customer's usage for two (2) months. DC Municipal Regulations dictate that the utility is to read water meters on a quarterly basis and when the utility lacks an actual meter read from a property, it can estimate a customer's water usage. (See, 21 DCMR 308.1, 308.4 and 309.1) DC Water also investigated the customer's dispute of his bills by conducting an interior inspection, an underground leak inspection, and testing of the water meter. With respect to the utility's investigation, no leaks were found and the meter was determined to have acceptable accuracy.

21 DCMR 408 bars the adjustment of a customer's account for excessive water usage whenever, after tests and checks, the cause of the high usage cannot be determined. In this case, why the customer's water usage increased was not determined but no leaks were found and the meter was functioning properly. Based upon the facts presented, no basis exists to adjust the customer's account and charges appear to be valid. As such, DC Water's determination that the charges are valid and no basis exists to adjust the customer's account is hereby AFFIRMED.


Janet W. Blassingame, Hearing Officer

Date: Jan. 20, 2016

Copy to:


Myrtle Avenue, NE
Washington, DC 20018

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

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

Account No: [REDACTED]

Amount in Dispute - \$ 1,317.25

Before Janet W. Blassingame, Hearing Officer
September 13, 2017 at 1:00 p.m. & November 2, 2017 at 10:00 a.m.

The customer contested water and sewer bills for the above account for the period of time February 17, 2017 to April 19, 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 September 13, 2017. Present for the hearing were [REDACTED] and Eileen Wright, Senior, Customer Care Representative, on behalf of DC Water. After testimony and evidence was taken, the matter was continued to allow DC Water to further investigate the cause of the high water usage. The matter was reconvened for further hearing on November 2, 2017. Both Ms. [REDACTED] and Ms. Wright were, again, present.

The property involved is a townhome owned by [REDACTED] since year 2008. Two people reside in the home. The property has two and one-half (2 ½) bathrooms, one kitchen, a dishwasher, a washing machine and one outside faucet.

RECAP OF SEPTEMBER 2017 HEARING

Ms. [REDACTED] stated that her water and sewer bill generally ranged between One Hundred Dollars (\$100.00) and Two Hundred Dollars (\$200.00) per billing cycle.

Ms. [REDACTED] stated that she contacted DC Water because her upstairs toilet was running. She testified that her brother told her to cut-off the water to the toilet at the valve and she did so. She stated that she put in a new flapper but after doing so, the toilet failed to stop running. She testified that DC Water sent a service technician to her home and the technician performed a dye test upon the toilet. Ms. [REDACTED] testified that the technician told her that she needed a new flapper. Ms. [REDACTED] stated that she informed the technician that she had already installed a new flapper in the toilet. Ms. [REDACTED] testified that after the inspection by the technician she brought a new toilet and had the toilet installed by a plumber. She stated that, after the new toilet was installed, her water and sewer bill has decreased and that her bill in August was Ninety-eight

Dollars (\$98.00). Ms. Wright interjected that the service technician wrote that the ballcock and flapper caused the customer's toilet to continuously run. Ms. Wright stated that the inspection took place on March 31, 2017.

Ms. Wright testified that the MTU at the property stopped transmitting meter reads in year 2015. She stated that DC Water estimated the customer's water usage for her March 2017 billing for the period February 17, 2017 to March 23, 2017 and the utility obtained a meter read on April 19, 2017 when it was determined that 127 CCF of water had been used.

Ms. Wright testified that water usage at the property had begun to increase before DC Water estimated the customer's water usage. Ms. Wright stated that she can see usage going up sometime between November 21, 2016 and April 19, 2017.

Ms. Wright stated that the service technician was sent to the property on March 31, 2017 and that the customer called DC Water about her high bill on March 22, 2017. She stated that the DC Water received the customer's Hearing Petition on June 13, 2017.

Ms. Wright stated that DC Water did not test the customer's water meter but the water meter was changed on June 7, 2017. Ms. Wright stated that upon contacting Meter Operations, she was told that the water meter removed from the property was not at the Bryant Street facility for testing. Ms. Wright, further, stated that the employee with whom she spoke recounted the service technician's findings upon inspection of the interior of the property and that a severe toilet leak had been detected.

Ms. Wright testified that DC Water verified the meter reading on April 19, 2017 when the new meter was installed at the property. She testified that water usage at the property did not slow down until around June 20, 2017, but, on the same day of June 20th, usage resumed every hour until July 15, 2017.

Ms. Wright asserted that the usage was not caused by an underground leak because the usage stopped and underground leaks do not stop unless repaired. She stated that the usage pattern continues at the property where a small amount of water is recorded used then usage stops, then a small amount of water use is recorded and then usage stops. Ms. Wright asserted that the water meter only records water coming into the house. Ms. [REDACTED] stated that nothing is different in her household to account for increased water usage and she does not believe that the usage as recorded is correct.

Ms. Wright showed a picture of the water meter removed from the property. She stated that the contractor takes a picture of each water meter removed from a property before the meter is destroyed.

Ms. [REDACTED] stated that she understood that DC Water would conduct more research into the cause of the high water usage after the technician performed the dye test on her toilet.

Ms. Wright stated that 9 out of 10 times, high water usage is caused by a toilet when one sees a usage pattern of water running and then stopping.

Ms. [REDACTED] asserted that she has five (5) children and does not have money to pay a \$1300.00 water and sewer bill.

Ms. Wright stated that Ms. [REDACTED]'s water usage did not go down for thirty (30) days following the installation of the new water meter at her property. Ms. Wright stated that water usage started to increase in November 2016 and continued to increase until usage doubled. Ms. Wright stated that she sees no evidence of a leak as of meter reads taken yesterday- September 12, 2017 at midnight.

Ms. [REDACTED] stated that the service technician that came to her house only checked one toilet and did nothing else to inspect the property.

The parties agreed that based upon the incomplete investigation of the cause of the high water usage, DC Water would conduct a meter test of the current water meter and send a technician back to the property to conduct a complete interior inspection. The parties further agreed that this matter would be continued for completion of the hearing in November 2017.

NOVEMBER 2, 2017 HEARING

Ms. [REDACTED] sought to correct the record and stated that when the service technician came to her home, she turned the water on and the technician found that her toilet needed a flapper and ballcock. Ms. [REDACTED] stated that she changed whatever the technician told her was the issue with the toilet. Ms. [REDACTED] stated that a week after the technician was at the property, she changed the entire toilet to avoid any further problem.

Ms. Wright noted that even after the toilet was changed, the record reflects that there was sporadic usage registering on the water meter. Ms. Wright, further, testified that DC Water sent a service technician to the property on September 18, 2017 to conduct an interior audit and no leaks were found. She stated that the technician, while at the property, removed the water meter and set a jumper in order to take the water meter for testing. Ms. Wright testified that DC Water tested the water meter and the meter was determined to have 101.24% accuracy which is within the accepted standard for water meter accuracy as established by the American Water Works Association. Ms. Wright stated that the accepted range of accuracy for water meters is: 95% to 102%. Ms. Wright stated that DC Water re-installed the water meter at the property after it was determined that the meter was functioning accurately.

Ms. Wright testified that she believes that the high water usage which occurred at the property was caused by an internal fixture or outside faucet. She went on to say that the customer was given a new water meter on June 7, 2017 and that a spike in usage started registering on the water meter on June 8, 2017 and did not stop until June 17, 2017 around 1:00

p.m. Ms. Wright stated that high usage registered again on the water meter starting at 5:00 p.m. on June 17, 2017 and continued until June 20, 2017. She stated that high water usage started on June 22, 2017 at 5:00 a.m. and stopped on June 23, 2017 between 12 midnight and 1:00 a.m. She went on and pointed out high water usage registering on:

June 24, 2017 between 6:00 a.m. and 7:00 a.m. and stopping between 5:00 p.m. and 6:00 p.m.;
June 24, 2017 between 7:00 p.m. and 8:00 p.m. until midnight;
June 26, 2017 between 4:00 a.m. and 5:00 a.m. and stops June 27, 2017 between 2:00 p.m. and 3:00 p.m.;
June 27, 2017 between 4:00 p.m. and 5:00 p.m. lasting until June 29, 2017;
June 30, 2017 to July 1, 2017;
July 1, 2017 between 4:00 a.m. and 5:00 a.m. until Noon; and,
July 4, 2017 until Midnight and 1:00 a.m. on July 5, 2017.

Ms. [REDACTED] stated that she is the only one at home and that two (2) of her children are grown, two (2) are in college and her youngest is away in boarding school.

Ms. Wright stated that water usage at the residence slowed as of September 7, 2017 and she sees no further evidence of spikes occurring at the property. Ms. Wright stated that only 1CCF of water has been used between the period September 7, 2017 to September 13, 2017. Ms. Wright reiterated that the water meter was removed for testing on September 18th and the test was conducted on the 19th.

Ms. Wright concluded by stating that the charges are valid. She asserted that the usage was not the result of an underground leak because such leaks do not start and stop without repair. She added that the meter readings from the property are not consistent with the existence of an underground leak.

Ms. [REDACTED] complained that DC Water failed to alert her that high water usage was occurring at her home.

Ms. Wright responded that customers must sign up for HUNA and identify whether they want an alert by text, telephone or email.

Ms. [REDACTED] stated that she is dumbfounded that this has occurred regarding high water usage. She stated that she has lived at the property for ten (10) years. She stated that the technician said there were no leaks. Ms. [REDACTED] proclaimed that she has called the Public Service Commission regarding this matter. Ms. Wright responded that something inside of the property caused the water meter to spin. Ms. Wright stated that the fact the toilet had to be turned off is evidence of its defectiveness. Ms. Wright further stated that whatever was going on at the property stopped by the time that the technician came in September. Ms. Wright stated that the meter change occurred June 7th and DC Water sent a technician back to the property to test the meter in September and the meter was put back at the property because it passed testing.

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

FINDINGS OF FACT

1. The property involved is a single family residence owned and occupied by [REDACTED] [REDACTED]. (Testimony of [REDACTED] [REDACTED])
2. The period in dispute is February 17, 2017 to April 19, 2017. (Testimony of the parties)
3. The customer was aware of the existence of a running toilet, so she cut the toilet off and installed a new flapper, however, the flapper installation did not resolve the defect. (Testimony of [REDACTED] [REDACTED])
4. In response to a call by the customer to DC Water, the utility sent a technician to inspect the property on March 31, 2017 and the technician found a severe toilet leak and advised the customer that the toilet needed a flapper and a ballcock. (Testimony of the parties; DC Water Service Order and Inspection Notes; DC Water telephone contact log dated 3/22/17)
5. In response to the findings of the technician during the interior inspection of the house, the customer changed flapper and ballcock and a week later, replaced the toilet. (Testimony of [REDACTED] [REDACTED])
6. There was evidence of increased water usage occurring at the property starting between November 2017 and December 2017 and high water usage continued sporadically until July 2017. (Testimony of Eileen Wright; DC Water Billed History/Usage History log)
7. DC Water changed the water meter at the property on June 7, 2017 as part of the city-wide meter replacement project; the removed water meter was not tested. (Testimony of Eileen Wright; DC Water telephone contact log dated 6/13/17)
8. DC Water conducted an interior audit of the property on September 18, 2017 and no leaks were found. (Testimony of the parties)
9. DC Water removed and tested that water meter at the property and the water meter was determined to have 101.24% accuracy. (Testimony of Eileen Wright; DC WASA Meter Test Results dated 9/19/17)
10. DC Water ruled out the existence of an underground leak as a possible cause of high water usage occurring at the property because underground leaks cannot self-repair and high usage stopped without repairs being performed by DC Water. (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

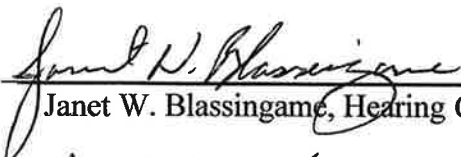
The customer in this matter failed to establish a prima facie case that more likely than not the disputed bill was incorrect. To the contrary, the customer had knowledge of the existence of a defective toilet within the residence which she attempted to repair but was unsuccessful in doing so. When DC Water sent a technician out to the property to conduct an inspection a severe leak was found and the customer was told that she needed a new flapper and ballcock. The evidence was that the customer attempted a self-repair of the defective toilet but, despite her efforts, a functional water meter continued to register high water usage occurring at the property well after the period in dispute..

Despite not testing the first water meter removed from the property, DC Water tested the second water meter and established that the water meter was functioning and had acceptable accuracy. More importantly, the utility had detailed meter reads from the property documenting when high water usage both started and stopped. The utility further ruled out an underground leak as possibly causing high water usage.

Based upon the above facts, the weight of the evidence was against the customer that her bill was incorrect and all evidence supports the conclusion that the defective toilet was most likely the cause of high water consumption at the residence or that some other factor caused the high water usage which had no association with either the water meter function or anything relieving the customer from responsibility for payment of the charges.

Pursuant to the DC Municipal Regulations if excessive water consumption is the result of a household fixture such as a toilet, DC Water is barred from adjusting a customer's bill. (See, 21 DCMR 406)

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

By: 
Janet W. Blassingame, Hearing Officer

Date: Jan. 29, 2018

Copy to:

[REDACTED] [REDACTED]
[REDACTED] 21st Street, SE
Washington, DC 20020

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

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

Account No: [REDACTED]

Amount in Dispute - \$ 1,317.25

Before Janet W. Blassingame, Hearing Officer
September 13, 2017 at 1:00 p.m.

MEMORANDUM TO FILE

The customer contested water and sewer bills for the above account for the period of time February 17, 2017 to April 19, 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 September 13, 2017. Present for the hearing were [REDACTED] and Eileen Wright, Senior, Customer Care Representative, on behalf of DC Water.

The property involved is a townhome owned by [REDACTED] [REDACTED] since year 2008. Two people reside in the home. The property has two and one-half (2 ½) bathrooms, one kitchen, a dishwasher, a washing machine and one outside faucet. Ms. [REDACTED] stated that her water and sewer bill generally ranged between One Hundred Dollars (\$100.00) and Two Hundred Dollars (\$200.00) per billing cycle.

Ms. [REDACTED] stated that she contacted DC Water because her upstairs toilet was running. She testified that her brother told her to cut-off the water to the toilet at the valve and she did so. She stated that she put in a new flapper but after doing so, the toilet failed to stop running. She testified that DC Water sent a service technician to her home and the technician performed a dye test upon the toilet. Ms. [REDACTED] testified that the technician told her that she needed a new flapper. Ms. [REDACTED] stated that she informed the technician that she had already installed a new flapper in the toilet. Ms. [REDACTED] testified that after the inspection by the technician she brought a new toilet and had the toilet installed by a plumber. She stated that after the new toilet was installed, her water and sewer bill has decreased and that her bill in August was Ninety-eight Dollars (\$98.00). Ms. Wright interjected that the service technician wrote that the ballcock and flapper caused the customer's toilet to continuously run. Ms. Wright stated that the inspection took place on March 31, 2017.

Ms. Wright testified that the MTU at the property stopped transmitting meter read in year 2015. She stated that DC Water estimated the customer's water usage for her March 2017 billing for the period February 17, 2017 to March 23, 2017 and the utility obtained a meter read on April 19, 2017 when it was determined that 127 CCF of water had been used.

Ms. Wright testified that water usage at the property had begun to increase before DC Water estimated the customer's water usage. Ms. Wright stated that she can see usage going up sometime between November 21, 2016 and April 19, 2017.

Ms. Wright stated that the service technician was sent to the property on March 31, 2017 and that the customer called DC Water about her high bill on March 22, 2017. She stated that the DC Water received the customer's Hearing Petition on June 13, 2017.

Ms. Wright stated that DC Water did not test the customer's water meter but the water meter was changed on June 7, 2017. Ms. Wright stated that upon her contacting Meter Operations, she was told that the water meter removed from the property was not at the Bryant Street facility for testing and that the employee with whom she spoke recounted the service technician's findings upon inspection of the interior of the property and that a severe toilet leak had been detected.

Ms. Wright testified that DC Water verified the meter reading on April 19, 2017 when the new meter was installed at the property. She testified that water usage at the property did not slow down until around June 20, 2017 but on the same day of June 20th, usage resumed every hour until July 15, 2017.

Ms. Wright asserted that the usage was not caused by an underground leak because the usage stopped and underground leaks do not stop unless repaired. She stated that the usage pattern continues at the property where a small amount of water is recorded used then usage stops, then a small amount of water use is recorded and then usage stops. Ms. Wright asserted that the water meter only records water coming into the house. Ms. [REDACTED] stated that nothing is different in her household to account for increased water usage and she does not believe that the usage as recorded is correct.

Ms. Wright showed a picture of the water meter removed from the property. She stated that the contractor takes a picture of each water meter removed from a property before the meter is destroyed.

Ms. [REDACTED] stated that she understood that DC Water would conduct more research into the cause of the high water usage after the technician performed the dye test on her toilet.

Ms. Wright stated that 9 out of 10 times, high water usage is caused by a toilet when one sees a usage pattern of water running and then stopping.

Ms. [REDACTED] asserted that she had five (5) children and does not have money to pay a \$1300.00 water and sewer bill.

Ms. Wright stated that Ms. [REDACTED] water usage did not go down for thirty (30) days following the installation of the new water meter at her property. Ms. Wright stated that water usage started to increase in November 2016 until usage doubled. Ms. Wright stated that she sees no evidence of a leak as of meter reads taken yesterday- September 12, 2017 at midnight.

Ms. [REDACTED] stated that the service technician that came to her house only checked one toilet and did nothing else to inspect the property.

The parties agreed that based upon the incomplete investigation of the cause of the high water usage, DC Water would conduct a meter test of the current water meter and send a technician back to the property to conduct a complete interior inspection. The parties further agreed that this matter would be continued for completion of the hearing in November 2017.

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

Date: Oct. 10, 2017

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

IN RE: [REDACTED]
[REDACTED] 20th Street, NE
Washington, DC 20002

Account No: [REDACTED]

Amount in Dispute - \$ 365.20

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

The customer contested water and sewer bills for the above account for the period of time June 2, 2017 to July 1, 2017. The DC Water and Sewer Authority (DC Water) refused to honor the customer's request for an investigation of the charge based upon the untimeliness of the dispute. DC Water declared 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 November 2, 2017. Present for the hearing were [REDACTED] and Eileen Wright, Senior, Customer Care Representative, on behalf of DC Water.

The property involved is a two (2) unit row house. Each unit comprises one floor of the house. The house has two (2) bathrooms, a washing machine, a dishwasher, one outside faucet and radiators. Ms. [REDACTED] stated that she utilizes both units, one as her residence and the other as her office, and she resides alone. She stated that she has owned the property since year 2007 and that her water and sewer bill has fluctuated between Fifty Dollars (\$50.00) and Eighty Dollars (\$80.00) per billing cycle.

Ms. [REDACTED] testified that prior to the bill in dispute, she had used 3 CCF of water for the billing cycle; she was charged for 32 CCF of water for the dispute bill. She stated that she had been on travel for one-half of the month. She acknowledged receiving a HUNA alert of high water usage from DC Water. With respect to her travels, Ms. [REDACTED] testified that she had been in Minneapolis, Minnesota from June 1 to June 4, 2017, in Detroit, Michigan from June 11th to June 13th, in New York, NY from June 13th to June 18th, and back in Detroit, Michigan from June 26th to June 28th.

Ms. [REDACTED] stated that she does not turn-off the water in the residence when she is away on travel.

The customer stated that DC Water replaced her water meter on October 2, 2017 and that one of her neighbors had gotten a new water meter over the summer.

Ms. Wright testified that the customer has an AMR meter with a MTU device that transmits reads from the water meter and that DC Water considers the charges valid based upon

the meter reads from the property. Ms. Wright stated that even if the MTU fails to transmit meter reads, the water meter continues to register water usage at the property. Ms. Wright stated that if and when the MTU fails to transmit, the utility may estimate the customer's water usage. Ms. Wright testified that, in the customer's case, the MTU failed to transmit in some instances and that there was some type of interference between June 2nd and July 1, 2017, so the utility sent a technician to read the water meter.

Ms. Wright testified that the customer telephoned DC Water on August 23, 2017 to dispute the bill dated July 11, 2017. Ms. Wright stated that, by the time that the customer contacted the utility, the customer's water usage had declined and because of the usage decline, DC Water did not send a technician to the property to conduct an interior inspection.

Ms. Wright stated that she knows that the high water usage was caused by either an internal fixture or outside faucet because the water meter was removed on October 2, 2017 for testing and the meter was determined to have 99.22% accuracy with is within the accepted standard by meter accuracy as established by the American Water Works Association.

Ms. [REDACTED] interjected that she came back to her property every few days between travel to another destination and she would have heard water running in the house.

Ms. Wright stated that the water meter only registers usage when water goes through the meter. She added that usage reads are going higher at the property.

Ms. Wright explained that the customer did not receive a high water usage alert from DC Water because the MTU was not working.

Ms. Wright stated that DC Water is in the process of changing all water meters in the District of Columbia. She stated that the meter project started in January 2017 and that customers receive a new meter and MTU when their property is reached on the project route.

Ms. [REDACTED] declared that she feels penalized because the MTU at the property was not transmitting and no alert was sent out to her.

Ms. Wright cited 21 DCMR 308.11 as giving DC Water authority to estimate a customer's water usage when the MTU fails to transmit. Ms. Wright added that the customer had been billed as though her property was a commercial property and that the property had been classed as commercial since October 1, 2015. Ms. Wright stated that during her review of the case, she noted the classification error and that the property was changed to residential class for water service billing as of September 2017. Ms. Wright stated that the customer received a credit on her account on October 11, 2017 reflecting the classification correction.

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

FINDINGS OF FACT

1. The property involved is a row house divided into two (2) units, however, the owner utilizes both units for her personal use. (Testimony of [REDACTED] [REDACTED])
2. The period in dispute is June 2, 2017 to July 1, 2017. (Testimony of the parties)
3. There was a significant increase in water usage registered on the water meter during the period in dispute but the MTU at the property was not functioning properly and as such, there were no meter reads from the property until the utility sent a technician to read the water meter. (Testimony of Eileen Wright)
4. The charges being disputed are based upon an actual meter read obtained by a service technician sent to the property. (Testimony of Eileen Wright; Bill Summary dated 07/11/17)
5. The customer was away from the property on travel during the period in dispute for four (4) trips but returned home during trip intervals and did not hear any running water while at the property. (Testimony of [REDACTED] [REDACTED])
6. The customer did not turn the water off in the house during her travel periods. (Testimony of [REDACTED] [REDACTED])
7. DC Water removed and tested the water meter and the meter was determined to have 99.22% accuracy. (Testimony of Eileen Wright; DC WASA Meter Test Results)
8. DC Water did not conduct an interior inspection of the property for leaks because water usage declined. (Testimony of Eileen Wright)
9. The HUNA alert system did not function because of the MTU failure. (Testimony of Eileen Wright)
10. Even though DC Water advised that customer that it did not honor her request for an investigation of the charges, the utility did conduct an investigation and addressed the customer's dispute of the charges in hearing. (DC Water Letter dated August 31, 2017; the record herein)

CONCLUSIONS OF LAW

1. The burden of proof is on the customer to show, by a preponderance of evidence, that the decision of DC Water is incorrect. (21 DCMR 420.7 and 420.8)
2. DC Water is obligated to investigate a challenge to a bill by doing any or all of the following:
 - (g) Verify the computations made in the formulation of the water and sewer charges;
 - (h) Verify the meter reading for possible meter overread or doubtful registration;
 - (i) If feasible, check the premises for leaking fixtures, underground invisible leaks, and house-side connection leaks;
 - (j) Check the meter for malfunction;
 - (k) Check the water-cooled air conditioning system, if any, for malfunction; and
 - (l) Make a reasonable investigation of any facts asserted by the owner or occupant which are material to the determination of a correct bill.See, 21 DCMR 403.

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.")
3. Meters shall be read quarterly, or at such other times as the Director shall determine. (21 DCMR 308.1 and 309.1)
4. If at any time, a meter, data collection device or transmitter fails to register correctly or collect, deliver or transmit data or otherwise operate or bears evidence of having been tampered with, as determined by qualified personnel of the Authority, the water charge for the interval in which the incident occurred shall be based on the average previous water consumption determined by meter readings. (21 DCMR 308.4)

DECISION

The customer asserted that she was not at home for significant periods of time during the billing cycle in dispute but when she came back during the trip intervals, she did not hear running water within her house and, as such, she did not use the amount of water charged to her. DC Water rebutted the customer's position by presenting a meter test which established that the water meter was functioning accurately. The utility presented a meter read taken by a technician sent to the property. The utility established that during the customer's travels, water was on at the property and, even though the MTU was not functioning properly, the failure of the MTU did not affect the accuracy of the meter read.

DC Water initially refused to honor the customer's request for an investigation of the charges, however, at some point, the utility reversed its position regarding the dispute and it did investigate the charges and granted the customer a hearing regarding the dispute. In fact during the hearing, the utility did not address the timeliness of the customer's dispute and the hearing focused, solely, upon the asserted water usage.

While DC Water did not conduct an interior inspection of the house for leaks, its explanation that water usage had declined and thereby no inspection was warranted, was reasonable. Under the applicable rules regarding investigation of customer disputes of water charges, the utility is given discretion to use or do various things to investigate. The investigation allows but does not require an interior inspection and in this case, such an investigation was not warranted if the usage had already declined. DC Water did test the water meter and the meter was determined to be accurate. There was also evidence of how the meter was read and the interval between meter reads, both of which were reasonable and within accepted time frames. The customer's billing immediately before the disputed billing had been based upon an actual meter read and the disputed billing was based upon an actual meter read taken by a technician sent to the property for the next billing cycle. There was no unreasonable lapse of time between meter reads. DC Water is charged with reading a water meter on a quarterly basis; in this case, the meter read was done in twenty-nine (29) days. (See, 21 DCMR 308.1 and 309.1; Bill

Summary dated 07/11/17)

Ms. Wright surmised that the high water usage was caused by either an internal fixture or outside faucet. While the evidence and testimony did not establish the cause of the high water usage, it did establish that, based upon the meter test, the meter was functioning properly.

In cases where tests and checks are inconclusive as to the cause of high water usage, the utility is barred from adjusting a customer's account for the high water usage. (See 21 DCMR 408)

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

By:


Janet W. Blassingame, Hearing Officer

Date:

Jan. 20, 2017

Copy to:

██████████
██████████ 20th Street, NE
Washington, DC 20002

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

IN RE: [REDACTED]
[REDACTED] Personal Representative
[REDACTED] S Street, SE
Washington, DC 20020

Account No: [REDACTED]

Amount in Dispute - \$ 1,655.14

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

The customer contested water and sewer bills for the above account for the period of time July 22, 2016 to October 15, 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 November 2, 2017. Present for the hearing were [REDACTED], the surviving spouse of [REDACTED] [REDACTED] and the Personal Representative of her estate, and, Eileen Wright, Senior, Customer Care Representative, on behalf of DC Water.

The property involved is a single family residence. The house has two (2) bathrooms, one kitchen, one outside hose bib, a washing machine, and a dishwasher. Mr. [REDACTED] stated that his wife died November 18, 2015 but that the property was vacant before her death and has remained vacant. Mr. [REDACTED] stated that he visited the house every week to check on it and to clean it out and that a friend of his wife's, also, would visit the property on a weekly basis. He stated that the property has no water or plumbing issues and that he does not water the grass. He stated that it has been his practice to go thru house during his visit and he has never heard any running water.

Mr. [REDACTED] testified that water service was interrupted at the property due to non-payment of the bill and that he paid \$2,078.70 in January 2017 to have the service restored.

Mr. [REDACTED] testified that DC Water was performing maintenance in the street near Branch Avenue, SE. He also stated that he did not contact a plumber to investigate the water usage and DC Water did send a technician to inspect the property for leaks. Mr. [REDACTED] testified that mold removal was done at the house in September 2016 and that the work was performed over 3 - 4 days. He stated that during the month that water service was turned back on at the property 20 CCF of water usage registered on the meter; he stated that the turn on month was July 2017.

Mr. [REDACTED] stated that he wants \$1,655.14 refunded to the estate. He stated that he is not asking for refund of any late fees.

Ms. Wright testified high water usage registered on the water meter from July 22, 2016 to October 15, 2016. Ms. Wright noted that zero water usage registered at the property between January 17, 2016 and July 22, 2016 and prior to then, two CCF of water had registered on the meter at the property between December 2015 and January 2016. She testified that DC Water estimated the customer's water usage for two (2) billing periods- August 2017 and September 2017 but when the meter was read by a technician, the read reflected that high water usage had occurred. She pointed out that the customer's Bill Summary dated 7/26/2016 was based upon an actual meter read.

Ms. Wright testified that DC Water removed the water meter for testing and the meter was determined to have 100.06% accuracy. She stated that the meter test was performed on September 8, 2017. She asserted that based upon the accuracy of the meter, the meter was functioning properly. She pointed out that, pursuant to standards set by the American Water Works Association, meter accuracy is to be 95% to 102%.

Ms. Wright stated that 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 necessity of repairs being performed and the nature of an underground leak requires repair before the usage will decline. Ms. Wright stated that she did not know the cause of the high water usage that occurred at the property but she believed that it was due to an inside fixture or outside faucet.

Ms. Wright stated that DC Water replaced the MTU at the property on September 6, 2017 when it removed the meter for testing.

Mr. [REDACTED] asserted that a water faucet would have had to drip for 38 days to cause the amount of water charged to the account. He reiterated that he never heard any water running in the house. Ms. Wright responded that it is generally a toilet or broken pipe that causes such water usage, however, she could only say that the water meter was functioning properly.

Mr. [REDACTED] asked Ms. Wright if other neighbors had spikes of water usage as occurred at the property. He argued that such an amount of water went somewhere and there were no pools of water evident in the house and there was no full basement of water. He asserted that he cannot prove a negative. Mr. [REDACTED] concluded by stating that he does not believe the 20 CCF or 1 CCF of water were used in subsequent periods of year 2017.

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

FINDINGS OF FACT

1. The property involve is a single family residence whose owner has died and the estate is being administered by a personal representative. (Testimony of [REDACTED], P.R.)
2. The period in dispute is July 22, 2016 to October 15, 2016. (Testimony of the parties)
3. The property has been and remains vacant since before the death of the owner, [REDACTED], who died November 18, 2015. (Testimony of [REDACTED], P.R.)
4. Prior to October 21, 2015, water usage registered on the water meter, then, there was no registering water usage between October 21, 2015 and December 8, 2015. Between December 8, 2015 and January 20, 2016, 2 CCF of water registered on the water meter. There was no registering water usage on the meter from January 20, 2016 to July 22, 2016. (DC Water Billed History/Usage History log)
5. The MTU at the property failed to transmit a meter read for two (2) billing cycles and DC Water estimated the water usage at the property as zero usage from July 22, 2016 to August 19, 2016 and August 19, 2016 to September 22, 2016. (Testimony of Eileen Wright; DC Water Billed History/Usage History log)
6. Mold removal was performed in the house in September 2016. (Testimony of [REDACTED])
7. DC Water obtained a meter read from the property on October 15, 2016 at which time water usage was found to have occurred at the property sometime between July 22, 2016 and October 15, 2016. (Testimony of Eileen Wright; DC Water Billed History/Usage History log; Bill Summary dated 10/26/16)
8. After October 15, 2016, no water registered on the water until sometime between January 26, 2017 and July 19, 2017 when 20 CCF of water registered on the meter and again between July 19, 2017 and August 16, 2017 when 1 CCF of water registered on the meter. (DC Water Billed History/Usage History log)
9. 20 CCF of water registered on the water meter after water service was turned back on by the personal representative following disruption of service for non-payment. (Testimony of [REDACTED])
10. Mr. [REDACTED] is not aware of any leaks at the property and he has not heard running water at the property. (Testimony of Andres Pedrick)
11. DC Water removed and tested the water meter and the meter was determined to have 100.06% accuracy. (Testimony of Eileen Wright; DC WASA Meter Test Results)
12. DC Water ruled out the existence of an underground leak as a possible cause of the high water usage because the usage declined without necessity of repairs being performed. (Testimony of Eileen Wright; DC Water Investigation Letter dated August 16, 2017)

CONCLUSIONS OF LAW

1. The burden of proof is on the customer to show, by a preponderance of evidence, that the decision of DC Water is incorrect. (21 DCMR 420.7 and 420.8)

2. 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. Meters shall be read quarterly, or at such other times as the Director shall determine. (21 DCMR 308.1 and 309.1)
4. 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)
5. DC Water is granted the authority to establish, adjust, levy, collect and abate charges for services, facilities, or commodities furnished or supplied by it, pursuant to D.C. Code §34-2202.03(11)

DECISION

The customer in this case was unable to establish that more likely than not the bills being disputed were wrong.

The personal representative based his dispute of the charges upon his assertion that the property has been vacant since before the death of the owner in year 2015 and remains vacant to the present time. The personal representative testified that he knew of no plumbing issues and had neither seen or heard running water in the property.

During the personal representative's testimony, he stated that mold removal was performed at the property over 3 or 4 days in September 2016. Also, the personal representative testified that after a lengthy period of disruption of service for non-payment of the bill, when he had service restored, 20 CCF of water registered as being used at the property over the first month of restored service. Ms. Wright testified that it is her experience that high water usage is generally caused by a toilet or broken pipe. In this case, while the cause of the high water usage remains unsubstantiated, that fact that workers were in the property during the period in dispute negates the personal representative's implication that the usage as charged could not have possibly occurred because the property was vacant. Likewise, the fact that usage appeared on the water meter after service was restored suggests something was running in the house until turned off or repaired when all usage stopped after August 2017.

On DC Water's part, the utility presented evidence of the accuracy of its water meter, in addition to pointing out the possible causes of the water usage. The utility also ruled out the

existence of an underground leak as a possible cause of the high water usage. As such, the utility established that its meter was functional and registered water going through the meter accurately.

In cases where tests and checks failed to determine the cause of high water usage, the District of Columbia Municipal Regulations bar DC Water from adjusting a customer's account for a high water charge. (See 21 DCMR 408)

The last facts of relevance established by the evidence and testimony relate to the utility's compliance with its regulations and obligations to its customers. DC Water complied with its obligation to read the water meter at the property on at least a quarterly basis. (21 DCMR 308.1 and 309.1) In this case, the utility only estimated the customer's water usage for two (2) billing cycles and, then, obtained a meter read. The utility is authorized to estimate a customer's water usage when it lacks an electronic transmission of a meter read for billing and the utility is authorized to adjust a customer's bill to correct billing errors or to recoup charges for service not previously billed. (See, 21 DCMR 308.4 and D.C. Code §34-2202.03(11))

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

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

Date: Jan. 19, 2018

Copy to:

██████████, Personal Representative

██████████
3211 S Street, SE
Washington, DC 20020

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

IN RE: [REDACTED]
[REDACTED] 2nd Street, NW
Washington, DC 20011

Account No: [REDACTED]

Amount in Dispute - \$ 358.84

Before Janet W. Blassingame, Hearing Officer
November 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 April 14, 2017 to May 12, 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 November 7, 2017. Present for hearing was Eileen Wright, Sr. Customer Care Associate, DC Water.

The customer was afforded a thirty (30) minute grace period and although the hearing was delayed until 11:30 a.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: Jan. 19, 2018

Copy to:

[REDACTED]
[REDACTED] 2nd Street, NW
Washington, DC 20011

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

IN RE: [REDACTED]
[REDACTED] G Street. NE
Washington, DC 20002

Account No: [REDACTED]

Amount in Dispute - \$ 682.46

Before Janet W. Blassingame, Hearing Officer
November 7, 2017 at 1:00 p.m.

The customer contested water and sewer bills for the above account for the period of time December 1, 2016 to March 2, 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 of the account was not warranted. The customer appealed DC Water's decision and requested an administrative hearing.

This matter was scheduled for hearing on November 7, 2017. Present for the hearing were [REDACTED] with her niece, [REDACTED], and Eileen Wright, Senior, Customer Care Representative, on behalf of DC Water.

The property involved is a single family residence owned and occupied by [REDACTED] [REDACTED]. The house is Ms. [REDACTED]'s family home and she has lived there for the past sixty-one (61) years. She currently lives alone with only her dog. The house has three (3) bathrooms, one outside faucet, a washing machine and a kitchen. Ms. [REDACTED] stated that she is confined to her first floor and as such only utilizes the powder room bathroom on the first floor of the house due to a leg injury. Ms. [REDACTED] stated that she assisted her sister, who was suffering from cancer and undergoing chemotherapy, from July 2016 until November 2016 and then, Ms. [REDACTED] was hospitalized from November 18, 2016 to November 24, 2017. Ms. [REDACTED] stated that upon release from the hospital, she lived with her brother until February 2017 when she started going back and forth between her brother's home and her own home. Ms. [REDACTED] testified that resumed living in her own home as September 25, 2017. Ms. [REDACTED] testified that she does not cook in the residence and that her meals are brought in to her and that she sends her laundry out. She further testified that she had a stair lift installed in the house in February 2017 and that enables her to now use the bathtub on the second floor.

Ms. [REDACTED] testified that during the period that she was confined to the first floor of her home, her water and sewer bill was approximately Forty-eight Dollars (\$48.00) per billing cycle and, then, the bill increased to approximately Seventy-eight Dollars (\$78.00). Ms. [REDACTED] complained that DC Water turned off her water service by mistake and charged her a Fifty Dollar (\$50.00) turn-on fee. She stated that she contacted the utility to have the turn-on fee removed from her account. Ms. [REDACTED] stated that after she sought removal of the turn-on fee, she received a phone call from DC Water during which the utility threatened to turn-off her water. Ms. [REDACTED] testified that she felt that the utility representative was hostile toward her.

Ms. [REDACTED] testified that when she received the bill now being disputed, she called DC Water.

Ms. [REDACTED] asserted that she has no plumbing problems. She pointed out that DC Water installed a new water meter at the home in April or May 2017 and her water service charge went down to Thirty-eight Dollars (\$38.00), even though her account balance was One Thousand Dollars (\$1,000.00).

Ms. [REDACTED] testified that DC Water was doing work in the area of her house in the early part of year 2017. She stated that the utility was changing water meters and looking for copper pipes. Ms. [REDACTED] stated that DC Water dug up where her meter was located and where pipes went into her house.

Ms. Wright interjected that the customer was charged \$419.71 in July 2017 for the period covering June 2, 2017 to July 3, 2017 and that the charge brought her account balance to over One Thousand Dollars (\$1,000.00). Ms. Wright went on to acknowledge that the customer's July bill shows two (2) meter readings on the same meter and that the bill charge is incorrect because the customer was over billed by 14 CCF of water. Ms. Wright stated that she would adjust the customer's account by subtracting \$145.88 in charges and by removing the Fifty Dollar (\$50.00) turn-on fee. Ms. Wright stated that the customer's correct charge is \$223.83. Ms. Wright testified that a new water meter was installed at the property on April 4, 2017.

Ms. Wright testified that prior to the meter change in April 2017, the customer had been charged for 72 CCF of water and after the meter change, the customer used 6 CCF of water based upon registration on the new water meter for the billing period. Ms. Wright further stated that based upon the new meter, the customer was billed for 2 CCF, 1 CCF, 8 CCF and then, 14 CCF of water use during the subsequent billing cycles. She pointed out that the 14 CCF charged was the corrected bill and then the customer used 11 CCF of water during the next billing cycle and then, in September 2017, the customer used 1 CCF of water.

Ms. [REDACTED] interjected that she called DC Water regarding the Four Hundred Dollar (\$400.00) charge and the customer service representative with whom she spoke was rude and obnoxious. Ms. [REDACTED]'s niece stated that the customer service representative hung up on her during the phone call. Both Ms. [REDACTED] and her niece stated that the phone call interaction took place when they called to dispute the July 2017 bill. Ms. Wright and the Hearing Officer reviewed the telephone log of contacts between customer service and the customer and no reference to the conversation was noted.

Ms. Wright stated that the customer is disputing her bill dated March 6, 2017 which covered the period December 1, 2016 to March 2, 2017 and was based upon an estimate of the customer's water usage. She stated that DC Water estimated that the customer had used 4 CCF and 5 CCF of water but when the water meter was actually read, the utility found that the customer has actually used 72 CCF of water since the last actual meter read. Ms. Wright testified that the utility obtained the meter read on March 2, 2017.

Ms. [REDACTED] asserted that the house was vacant between November 2016 and March 2017.

She stated that during this period, she started going back to the house during the day over a couple of days each week but otherwise, she was living at her brother's house.

██████████ stated that DC Water was in her aunt's yard digging. She stated that she sent her aunt a picture of her yard on April 5, 2017. Ms. ██████████ asserted that she did not know when the digging happened. Ms. Wright noted that the water meter was changed at the property on April 4, 2017.

Ms. Wright asserted that something was going on within the house while the customer was not there. She stated that it was not an underground leak because usage stopped without repairs being performed.

Ms. Wright stated that DC Water did not inspect the property for leaks because by March 15, 2017, the usage had declined and that usage has declined by February 7, 2017.

Ms. Wright testified that between December 7, 2016 and January 13, 2017, 21 CCF of water registered on the water meter during the 37 day period and that the customer's daily usage was .567 CCF. She went further and stated that between January 13, 2017 and February 7, 2017, 47 CCF of water registered on the customer's water meter during that 25 day period and the customer's daily usage averaged 1.880 CCF. Ms. Wright testified that between February 7, 2017 and March 2, 2017, 4 CCF of water registered on the water meter during that 23 day period and the customer's average daily usage was .170 CCF.

Ms. Wright testified that DC Water removed the water meter for testing on April 4, 2017 and upon testing, the meter was determined to have 101.08% accuracy which is within accepted range of accuracy for water meters as established by the American Water Works Association.

Ms. Wright testified that she believed that the excessive water usage was the result of an internal fixture or outside faucet because the decline in usage occurred before the water meter was changed and the usage stopped which means that it could not have been caused by an underground leak.

██████████ testified that she went to the house once or twice per week during her aunt's absence from the home and she did not observe anything amiss at the property. She stated that she no one was in house. Ms. ██████████ testified that she would retrieve mail from the box during her visits to the property and that she generally did not go into the house.

Ms. Wright asserted that 9 out of 10 times, excessive water usage is the result of a defective toilet.

Both Ms. ██████████ and Ms. ██████████ questioned whether someone could have been stealing water from the backyard.

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

FINDINGS OF FACT

1. The property involved is a single family residence owned and occupied by [REDACTED] [REDACTED]. (Testimony of [REDACTED] [REDACTED])
2. The period in dispute is December 1, 2016 to March 2, 2017. (Testimony of the parties)
3. During the period in dispute, the customer was residing with her brother and was not in residence from November 24, 2016 until September 25, 2017. (Testimony of [REDACTED])
4. The customer started visiting the property as of February 2017 and testified that she was going back and forth between her home and that of her brother's home until September 25, 2017 when she returned home permanently. (Testimony of [REDACTED])
5. DC Water meter read logs reflect continuous water usage occurring at the property both before the period in dispute and during the period in dispute, except for one day- November 23, 2016 when no usage was recorded as having registered on the water meter; there were no transmitted meter reads between December 7, 2016 and January 13, 2017, between January 13, 2017 and February 7, 2017, and, between February 9, 2017 and February 19, 2017. (DC Water Meter Read Log)
6. The customer was unaware of any plumbing issues existing within the home. (Testimony of [REDACTED])
7. The customer's niece also visited the property during the period that the customer was not living at the property and the niece was aware of any problems regarding water or of anyone being in the home in her aunt's absence. (Testimony of [REDACTED] [REDACTED])
8. DC Water removed and tested the water meter at the property during the period in dispute and the meter was determined to have 101.08% accuracy. (Testimony of Eileen Wright)
9. DC Water installed a new water meter at the property on April 4, 2017. (Testimony of Eileen Wright)
10. There was a significant increase in water usage at the property between December 7, 2016 and February 7, 2017, however, DC Water estimated the customer's water usage during the two (2) billing cycles occurring during the period at 4 CCF and 5 CCF respectively and when the meter was actually read, the utility found that 72 CCF of water had registered on the water meter. (Testimony of Eileen Wright)
11. Water usage at the property significantly declined between February 7, 2017 and March 2, 2017 to 4 CCF of water without necessity of repairs being performed. (Testimony of Eileen Wright)
12. Water usage remained low at the property with the new water meter registering water usage at 2 CCF, 1 CCF, and 8 CCF in subsequent billing cycles. (Testimony of the parties; DC Water Billed History/Usage History Log)
13. DC Water made a billing error on the bill sent to the customer for the period June 2, 2017 to July 3, 2017 and the utility has agreed to adjust the customer's account by removing 14 CCF of water charged equating to \$145.88 and to remove a turn-on fee of Fifty Dollars (\$50.00) assessed to the customer. (Testimony of Eileen Wright; Bill Summary dated 07/06/17)
14. DC Water did not inspect the property for interior leaks. (Testimony of Eileen Wright)
15. DC Water ruled out the existence of an underground leak as a possible cause of the increased water usage because the usage declined without necessity of repairs being performed and underground leaks require repair before usage declines. (Testimony of Eileen Wright; DC Water Investigation Letter dated April 5, 2017)

CONCLUSIONS OF LAW

1. The burden of proof is on the customer to show, by a preponderance of evidence, that the decision of DC Water is incorrect. (21 DCMR 420.7 and 420.8)
2. 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. Meters shall be read quarterly, or at such other times as the Director shall determine. (21 DCMR 308.1 and 309.1)
4. 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)
5. DC Water is granted the authority to establish, adjust, levy, collect and abate charges for services, facilities, or commodities furnished or supplied by it, pursuant to D.C. Code §34-2202.03(11)

DECISION

Notwithstanding DC Water's admission of an error in charges to the customer regarding the bill dated July 6, 2017, the customer in this case was unable to establish that more likely than not the bills being disputed were wrong.

The customer testified that she was living with her brother during a portion of the period in dispute and then, starting in February 2017, started to visit the home, going back and forth between her house and her brother's home until she returned home permanently in September 2017. The evidence presented, however, reflects water having been used at the property throughout the customer's residence with her brother.

DC Water did not conduct an interior inspection of the property and both the customer and her niece testified that they did not know of any plumbing issues at the property. At the end of the hearing, however, both the customer and her niece speculated as to whether water could have been stolen from the property during the owner's absence. DC Water did conduct a meter test and the meter was determined to be accurately registering water usage at the property. Also, DC Water was able to rule out the existence of an underground leak based upon the nature of such leaks requiring repair before water usage declines.

The facts that the meter was functioning accurately and that water usage registered on the

meter and was reflected in every transmitted meter read combines to support the utility's determination that the charges are correct.

Pursuant to the applicable Municipal Regulations, when all checks and test do not find or explain a cause of excessive water usage, as in this case where the meter test was performed and an underground leak was ruled out, the utility is barred from adjusting a customer's account for excessive water usage. (See, 21 DCMR 408) DC Water speculated that the excessive water usage was due to an internal fixture or outside faucet and was more likely than not due to a toilet. Here the cause of the high usage was not determined, however, nothing presented established that it was due to faulty equipment or a leak that DC Water would be responsible for repair. A property owner is responsible for water used at her property, even if stolen, and, as such, based upon the facts presented, the determination by DC Water that the charges are valid and no basis exists to adjust the customer's account must be AFFIRMED.

By: Janet W. Blassingame
Janet W. Blassingame, Hearing Officer
Date: Jan. 19, 2018

Copy to:

██████████
██████████ G Street, NE
Washington, DC 20002

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

IN RE: [REDACTED]
c/o [REDACTED]
[REDACTED]
Washington, DC 20015

Service Address:
[REDACTED] Alabama Avenue. SE

Account No: [REDACTED]

Amount in Dispute - \$ 2609.29

Before Janet W. Blassingame, Hearing Officer
November 8, 2017 at 10:00 a.m.

The customer contested water and sewer bills for the above account for the period of time October 15, 2016 to March 21, 2017, specifically, the dates and amounts in dispute were: October 15, 2016 to November 21, 2016= \$631.60; November 21, 2016 to December 20, 2016 = \$579.94; December 20, 2016 to January 19, 2017= \$579.94; January 19, 2017 to February 8, 2017= \$437.71; and, February 8, 2017 to March 21, 2017= \$383.10. Because this dispute involved multi-family residential property, DC Water and Sewer Authority (DC Water) requested a plumber's report. The utility, then, investigated the water and sewer charges and determined that the charges were valid and an adjustment of the account was not warranted. The customer appealed DC Water's decision and requested an administrative hearing.

This matter was scheduled for hearing on November 8, 2017. Present for the hearing were [REDACTED] [REDACTED] on behalf of [REDACTED] [REDACTED] and Eileen Wright, Senior, Customer Care Representative, on behalf of DC Water.

The property involved is a thirty-one (31) unit apartment building. According to Mr. [REDACTED], only, fourteen (14) units are occupied to include one unit utilized as the building office. Each unit has one bathroom and one kitchen. The building has a boiler and the units have radiators. Mr. [REDACTED] stated that he has managed the building for twenty-eight (28) years and it has been owned by [REDACTED] [REDACTED] since year 1988.

Mr. [REDACTED] testified that prior to the dispute, approximately 3000 gallons of water were consumed within the building each month/billing cycle. He stated that a new water meter was installed at the building in March 2017. He explained that when he received the water and sewer bill for November 2016, he contacted DC Water regarding the charge and in response he was told that there must be a leak in the building. Mr. [REDACTED] testified that he checked the building for leaks and no leaks were found. Mr. [REDACTED] stated that he, then, requested that DC Water do something with the water meter and in December 2016, he requested that the water meter be replaced. He stated that, in February 2017, he requested that DC Water initiate an investigation. Mr. [REDACTED] testified that, on March 1, 2017, a DC Water Customer Service representative told him to check the building. He stated that he did so. The customer submitted a plumber's report

dated December 1, 2017 in which the plumber stated that every apartment had been inspected and all common areas and no water leaks were found. Mr. [REDACTED] stated that he received a letter informing him that in order to replace the water meter, the valve had to be replaced and that was the responsibility of the property owner.

Mr. [REDACTED] challenged whether a DC Water technician actually removed the meter cover and inspected the water meter prior to declaring that the valve had to be replaced. Mr. [REDACTED] presented four (4) photographs of the top of the water meter taken on March 16, 2017 and he asserted that based upon the foliage/dirt on the meter cover, it was evident that the cover had not been removed.

Mr. [REDACTED] testified that on March 30, 2017 he wrote to April Bingham of the DC Water's Department of Customer Service with copy to the Director of DC Water, George Hawkins. Mr. [REDACTED] stated that the water meter was replaced on March 29, 2017 and Ms. Bingham came out to the property.

Mr. [REDACTED] stated that Verdell Shipman of DC Water wrote an order to the customer to repair a defective valve. He testified that the order was dated February 14, 2017 but not received until March 2, 2017. Mr. [REDACTED] stated that he replied to the repair order on March 20, 2017. Mr. [REDACTED] stated that DC Water replaced the water meter again in April 2017 without any problem relating to the valve. Mr. [REDACTED] testified that he joked to the technician that he expected to be sprayed all over. Mr. [REDACTED] stated that nothing happened regarding water spray during the meter replacement.

Mr. [REDACTED] stated that he has a background in civil engineering and that he used to work at Blue Plains.

Mr. [REDACTED] asserted that water usage at the building declined after the water meter was replaced.

Mr. [REDACTED] testified that on June 6, 2017, he received a letter in response to his dispute from the acting Director of DC Water's Department of Customer Service, Tsedale Berhanu. He stated that the letter related to meter tests performed by DC Water. Mr. [REDACTED] voiced a question as to why DC Water replaced the first water meter if the meter was accurately registering water usage. Mr. [REDACTED] asserted that the meter read do not reflect meter accuracy and he believes that something is wrong with the water meter. He further asserted that he believes that the meter reads were misread.

Mr. [REDACTED] acknowledged that the bills in dispute were based upon actual meter reads except for the bill dated March 23, 2017.

Mr. [REDACTED] asked Ms. Wright how old was the water meter at the building and he asserted that he thought that the meter was at least fifteen (15) years old. Ms. Wright responded that based upon its records, the meter appeared to have been twelve (12) years old.

Mr. [REDACTED] reasserted that there was nothing wrong in the building but if there was

something wrong, DC Water had a responsibility to find out what was wrong. Mr. [REDACTED] stated that all of the faucets within the building were replaced in year 2014 to obtain low usage performance. Mr. [REDACTED] stated that they have taken every precaution to control consumption within the building and that in addition to the faucets, the toilets have also been replaced.

Mr. [REDACTED] asserted that the inlet or supply side valve replacement was DC Water's responsibility but that he did not argue when the utility said the customer had to replace the valve. Ms. Wright asked the customer whether he had a plumber take a look at the valve and he responded that a plumber looked at the valves sometime in March. Ms. Wright pointed out that the plumber's report submitted by the customer was dated December 1st and the service order was dated February 14th. She pointed out that the technician reported that he could not replace the water meter because of defective valves. Mr. [REDACTED] responded that he did have a plumber look at the valves but that he did not get a record of the visit. Mr. [REDACTED] doubled down that the pictures dispute that the technician inspected the meter in February. Mr. [REDACTED] testified that in March, he had a plumber remove the cover the water meter and look at the valves and the plumber saw nothing wrong.

Ms. Wright testified that a large volume of water registered on the water meter between October 15, 2016 and November 21, 2016. Citing the meter read records, Ms. Wright testified that between October 15, 2016 and October 23, 2016, 9 CCF (6732 gallons) of water registered on the meter; between October 23, 2016 and November 21, 2016, 22 CCF (16,456 gallons) of water registered on the meter; and, between November 21, 2016 and December 6, 2016, 13 CCF (9,724 gallons) registered on the meter. Ms. Wright testified that usage at the property declined between January 19, 2017 and February 8, 2017. She stated that between December 25, 2016 and January 7, 2017, 12 CCF (8976 gallons) of water registered on the meter and between January 7, 2017 and February 8, 2017, 22 CCF (16,456 gallons) of water registered on the meter. Ms. Wright stated that the customer contacted DC Water to dispute the charges on December 19, 2016 and the service order to replace the water meter was dated March 29, 2017. Ms. Wright pointed out that DC Water obtained a meter read from the property on February 14, 2017 and she asserted that the technician could only obtain a meter read if he removed the cover on the water meter. Mr. [REDACTED] asserted that DC Water and its technician could read the water meter without taking the full cover off of the water meter but that the full cover must be removed to check the valves.

Ms. Wright telephoned Vernell Shipman, Meter Operations Foreman, DC Water. Mr. Shipman was placed under oath and testified by phone that the top/cover had to be removed to get a meter reading. Mr. [REDACTED] interjected that he disputes the meter reads from November 2016 to February 2017 because he checked the building and nothing was wrong which leads him to assume that it was the meter that was wrong.

Ms. Wright stated that the MTU at the property stopped transmitting on February 8, 2017 but that a technician read the water meter on February 14, 2017 and the read obtained was higher than that previously transmitted from the property.

Ms. Wright pointed out that in year 2015, high water usage occurred at the building at the same time of year as the period now being disputed. She stated that the current usage is between

11 and 14 CCF per billing period. She reiterated that the customer had a similar spike in year 2015.

Ms. Wright acknowledged that DC Water tested the second water meter placed at the building and that water meter failed accuracy testing. She stated that the meter was replaced on May 11, 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 multi-unit apartment building owned by [REDACTED] and managed by [REDACTED]. (Testimony of [REDACTED])
2. The period in dispute ranges from October 15, 2016 to February 8, 2017 and involves four (4) billing cycles. (Testimony of the parties)
3. There was a significant recorded increase in water usage at the building from October 15, 2016 to November 21, 2016. (Testimony of Eileen Wright)
4. Water usage at the building declined between January 19, 2017 and February 8, 2017 but during the billing cycle of January 7, 2017 and February 8, 2017, 22 CCF of water were used at the building. (Testimony of Eileen Wright)
5. On March 29, 2017, DC Water removed and tested the water meter from the property and the meter was determined to have 99.37% accuracy which is within accepted range of meter accuracy as established by the American Water Works Association. (Testimony of Eileen Wright; DC Water Investigation Letter dated June 6, 2017; DC WASA Meter Test Results)
6. The customer checked the building for leaks and was unaware of any plumbing problems in the building. (Testimony of [REDACTED])
7. The customer submitted a plumber's report dated December 1, 2017 in which the plumber stated that every apartment had been inspected and all common areas and no water leaks were found. (Testimony of [REDACTED]; Plumbing Report by Above All Plumbing dated December 1, 2016)
8. DC Water advised the customer of a defective valve requiring replacement before the water meter could be replaced and the utility ordered the customer to replace the valve. (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.”)

3. DC Water is granted the authority to establish, adjust, levy, collect and abate charges for services, facilities, or commodities furnished or supplied by it, pursuant to D.C. Code §34-2202.03(11)

DECISION

The customer in this case was unable to establish that more likely than not the bills being disputed were wrong.

The customer in this case believed that something was wrong with the water meter at the building managed by him because he knew of nothing being wrong within the building and his plumber inspected the units and common areas and found no leaks. In rebuttal of the customer's position, DC Water presented meter reads from the property and its meter test of the water meter which was in place during the periods in dispute, and the meter test results established that the water meter was functioning within accepted range of accuracy for water meters.

Pursuant to the Municipal Regulations for the District of Columbia, when checks and tests failed to find the cause of high water usage at a property, DC Water is barred from adjusting a customer's bill for the high water usage. (See, 21 DCMR 408) In this case, the utility was able to prove that its water meter was functioning within accepted standards of accuracy while, at the same time, the customer, after checking the property and having a plumber check the property, could not find the cause of the high water consumption. Such a scenario falls squarely within the regulation barring adjustment.

[It is noted that DC Water acknowledged that the water meter placed at the building on March 29, 2017 and removed for testing in May 2017, failed testing and was determined to have not been performing within accepted meter accuracy standards. In that the customer is not disputing the water and sewer charges after February 2017, the matter of the second meter being defective is not an issue before this Hearing Officer.]

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: Jan. 19, 2018

Copy to:



Washington, DC 20015

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

IN RE: [REDACTED]
c/o [REDACTED]
[REDACTED] Ellsworth Avenue
Great Falls, VA 22066

Service Address:
[REDACTED] Bladensburg Rd. NE

Account No: [REDACTED]

Amount in Dispute - \$ 24,913.67

Before Janet W. Blassingame, Hearing Officer
November 8, 2017 at 11:00 a.m.

The customer contested water and sewer bills for the above account for the period of time February 8, 2017 to May 5, 2017. DC Water and Sewer Authority (DC Water) investigated the water and sewer charges and determined that the charges were valid and an adjustment of the account was not warranted. The customer appealed DC Water's decision and requested an administrative hearing.

This matter was scheduled for hearing on November 8, 2017. Present for the hearing were: [REDACTED], Operations Manager, [REDACTED] 1001 LLC; [REDACTED], Hallelujah Plumbing, Inc.; and, Eileen Wright, Senior, Customer Care Representative, on behalf of DC Water.

The property involved is a small church having one bathroom. The property was purchased on August 2, 2016 and has been vacant from purchase to the present. No water bill was issued for months following the purchase of the property; the first water bill received was dated February 9, 2017 and reflected a post-due balance of \$24,913.67.

Mr. [REDACTED] testified that he inspected the property in October 2016 and checked that everything was turned off regarding water. He testified that he was back at the property in June 2017 and, again, found no leaks.

Mr. [REDACTED] testified that he received a Disconnect Notice dated June 22, 2017 after a Friendly Reminder was received dated June 14, 2017.

Mr. [REDACTED] testified that the purchase settlement was conducted by Monarch Title.

Mr. [REDACTED] further testified that prior to purchase, the property had been inspected for leaks and plumbing issues and no indication of leaks was found.

Mr. [REDACTED] stated that statements/accounts payable for the property are handled by Lezion Metoluglu, the owner. Mr. [REDACTED] stated that the first bill for water and sewer service

was received 3 -4 months after the property was purchased and that DC Water had to be contacted for the bill. He stated that bills were received in March and then in April 2017, both, based upon estimated usage.

Mr. [REDACTED] testified that the property is and has been boarded since purchase and that he drives by the property every day.

Ms. Wright stated that the property has a MTU and the record of meter read starts as of October 1, 2016. The record reflected recorded meter errors starting December 10, 2016 which continued until January 6, 2017. The MTU transmitted meter reads from January 6, 2017 to January 8, 2017 and then meter error was transmitted on a sporadic/intermittent basis. The most recent lengthy meter error transmissions were from April 2, 2017 at 10:00 am until April 3, 2017 at 3:00 am. There was no recorded usage on the water meter at the property from October 1, 2016 through January 11, 2017, then, there was a recorded meter error for two (2) hours and then usage started on the water meter as of January 11, 2017 at 6:00 am. Recorded usage on the water meter stopped April 13, 2017 at 16:00 and remained stopped up to the date of recorded usage placed into evidence by Ms. Wright which ended May 5, 2017.

It was noted during the hearing, that there was a recorded meter read for the property on February 8, 2017 but in the phone log maintained by the DC Water, it was noted that the water meter read was 1625 and the utility changed the read for billing purposes to estimated usage of 1 CCF. Ms. Wright acknowledged that the utility did not verify the meter read until April 19, 2017 and by the time of read verification, the water meter read was 3319. Ms. Wright admitted that the customer was "left in the dark" regarding usage occurring at the property until DC Water verified the meter reading and sent a bill based upon a verified meter read.

Mr. [REDACTED] interjected that he does a lot of abandonment properties in his work and new meter services. He asserted that he is aware of glitches occurring in new meter placements and he believes that the water meter at this property shut off and the MTU was transmitting wrong information. He stated that in his work, he removes water meters from abandoned properties and he regularly goes to DC Water's Bryant Street Meter Shop for new meter services. Mr. [REDACTED] asserted that an electronic glitch occurred at the property. He testified that he has seen water meters spin backward and that he knows that water meters have glitches and are subject to the weather and to water.

Mr. [REDACTED] testified that he has been performing plumbing services for thirty (30) years and is licensed in the State of Maryland and that his partner holds the plumbing license for the District of Columbia- license no: 1197, and, that allows his company to work in both jurisdictions.

Ms. Wright asserted that in this instance the water meter dial stopped after running fast. She asserted that someone turned something off to cause the usage to stop.

Ms. Wright testified that DC Water removed and tested the water meter and meter was determined to have 96.37% accuracy.

Mr. [REDACTED] stated that he has no proof as to the meter defect but he bases his position on his years of experience. He stated that he knows of water meter false readings and that it is impossible for the amount of water charged to have been used in the building.

Ms. Wright stated that a water service technician went to the property on April 19, 2017 and again on August 16, 2017 and verified the meter readings. She stated that the technician found the valve turned off on April 19, 2017 when at the property. Mr. [REDACTED] stated that the valve was turned off when he first inspected the property after its purchase. He also stated that he observed no sign of a busted pipe as of June 2017.

Mr. [REDACTED] stated that the property was boarded but maybe he saw where one board might have been tampered with on the side of the building as of last Thursday in the first week of November, 2017, otherwise, he has seen nothing. He further stated that no one from ownership turned off the valve.

Ms. Wright testified that she concluded that the charges were valid because the meter was functioning properly. She stated that DC Water did not turn the water off at the property in April 2017. She stated that the water at the property came on in January and just stopped in April. She added that she knows that usage was not caused by an underground leak.

Mr. [REDACTED] asserted that the usage was due to a glitch in the water meter and that he has seen it before.

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

FINDINGS OF FACT

1. The property involved is a vacant church purchased in August 2016 by [REDACTED] Investments 1001 LLC; since purchase, the property has been vacant and boarded. (Testimony of [REDACTED])
2. The period in dispute is February 8, 2017 to May 5, 2017. (Testimony of the parties)
3. No usage registered on the water meter at the property from first MTU transmission recorded and received on October 1, 2016 until December 10, 2016 when the MTU started transmitting "Meter Err". (DC Water Meter Read Log)
4. The MTU continued to transmit the read "Meter Err" from December 10, 2016 until January 6, 2017 when the MTU again started transmitting reads indicating no usage occurring at the property. (DC Water Meter Read Log)
5. The MTU transmitted reads indicating no water usage occurring at the property from January 6, 2017 until January 11, 2017, then, the MTU transmitted the read "Meter Err" for two (2) reads on January 11, 2017 taking place at 4:00 and 5:00, and, then, the MTU started transmitting meter reads indicating water usage occurring at the property. (DC Water Meter Read Log)
6. The MTU transmitted reads indicating water usage occurring at the property starting January 11, 2017 and continuing until April 13, 2017. (DC Water Meter Read Log)
7. During the period that water usage reads were being transmitted from the property, there

- were sporadic reads indicating "Meter Err". Meter Err reads were generally for two (2) reads in a two (2) hour period, however, there were clusters of "Meter Err" reads March 11th to March 12th and again on March 20, 2017. (DC Water Meter Read Log)
8. Reported water usage occurring at the property stopped on April 13, 2017 and has not resumed as of the date of hearing. ((DC Water Meter Read Log; testimony of the parties)
 9. The property was inspected prior to its purchase and no leaks or plumbing defects were detected. (Testimony of [REDACTED])
 10. Mr. [REDACTED] drove by the property every day and never observed anything amiss until the first week in November 2017 when he thought that he may have observed a board having been tampered with on the side of the building. (Testimony of [REDACTED])
 11. The property was inspected by a plumber in October 2016 who checked and ensured that everything was off. (Testimony of [REDACTED] of Hallelujah Plumbing)
 12. A plumber re-inspected the property in June 2017 and found the valve in the off position and detected no leaks or busted pipes at the property. (Testimony of [REDACTED] of Hallelujah Plumbing)
 13. The first bill received for water and sewer service was received by the property owner in October 2017; the bill being disputed is dated May 10, 2017 and was preceded by two (2) bills based upon usage estimates in March and April 2017 for 1 CCF of water each billing period. (DC Water Ledger Information Report for [REDACTED] Investments 1001 LLC; testimony of the parties)
 14. DC Water had a meter read of 1625 from the property on February 8, 2017 but elected not to bill the customer for indicated water usage and instead billed the customer based upon an estimated usage of 1 CCF. (DC Water Meter Read Log; testimony of Eileen Wright)
 15. DC Water billed the customer for 1 CCF of water having been used as reflected on the bill dated 02/09/17 for the period 01/06/17 to 02/08/17; the bill was noted as having been based upon an actual meter read. (Bill Summary dated 02/09/17)
 16. As of February 8, 2017, according to the meter reads available to DC Water, the customer had used 636 CCF of water from January 11, 2017 up to February 8, 2017; the meter read when usage started was 929 and on February 8, 2017, the meter read was 1665. (DC Water Meter Read Log)
 17. DC Water explained the delay in billing the customer for water usage due to the need to verify the meter read. (Testimony of Eileen Wright)
 18. The customer was unaware of water usage registering on the water meter at the property until receipt of the bill in May 2017 indicating that 2387 CCF of water had been used at the property as of May 5, 2017. (Bill Summary dated 05/10/17; testimony of the parties)
 19. DC Water had in its possession meter reads from the property relating back to October 1, 2016 and including the start of reported water consumption in January 2017 thru April 2017 when reported water usage stopped and continuing thereafter. (DC Water Meter Read Log)
 20. DC Water verified the meter read of February 2017 by sending a technician to read the water meter at the property on April 19, 2017 at which time the meter read was 3319. (Testimony of Eileen Wright)
 21. The plumber providing testimony during the hearing has thirty (30) years of experience, is licensed in Maryland, works in the District of Columbia, has experience with water meters and DC Water's Meter Unit and as such is qualified to render an opinion as to the

cause of the reported water usage at the property. (based upon the testimony of [REDACTED])

22. The customer's plumber testified that the water usage was the result of a water meter glitch and that the meter reads were not accurate. (Testimony of [REDACTED])

CONCLUSIONS OF LAW

1. The burden of proof is on the customer to show, by a preponderance of evidence, that the decision of DC Water is incorrect. (21 DCMR 420.7 and 420.8)
2. Once the customer establishes a prima facie case that s/he did not use and/or was not responsible for payment of the water as charged, the burden shifts to DC Water to rebut the customer's claim that s/he did not use the water as charged. (Gatewood v. DC WASA, 82 A.3d, DC Court of Appeals 2013)
3. DC Water is obligated to investigate a challenge to a bill by doing any or all of the following:
 - (m) Verify the computations made in the formulation of the water and sewer charges;
 - (n) Verify the meter reading for possible meter overread or doubtful registration;
 - (o) If feasible, check the premises for leaking fixtures, underground invisible leaks, and house-side connection leaks;
 - (p) Check the meter for malfunction;
 - (q) Check the water-cooled air conditioning system, if any, for malfunction; and
 - (r) Make a reasonable investigation of any facts asserted by the owner or occupant which are material to the determination of a correct bill.See, 21 DCMR 403.
4. Meters shall be read quarterly, or at such other times as the Director shall determine. (21 DCMR 308.1 and 309.1)
5. If at any time, a meter, data collection device or transmitter fails to register correctly or collect, deliver or transmit data or otherwise operate or bears evidence of having been tampered with, as determined by qualified personnel of the Authority, the water charge for the interval in which the incident occurred shall be based on the average previous water consumption determined by meter readings. (21 DCMR 308.4)
6. DC Water is granted the authority to establish, adjust, levy, collect and abate charges for services, facilities, or commodities furnished or supplied by it, pursuant to D.C. Code §34-2202.03(11)
7. Equitable laches comes into play when two prerequisites are met- the defendant must have been prejudiced by the plaintiff's delay and the delay must have been unreasonable. (See, King v. Kitchen Magic, 391 A.2d 1184, 1187-88 (D.C. 1978); Fannie B. Martin v. William Carter, 400 A.2d 326 (D.C. 1979).

DECISION

In this case, the customer made a prima facie case that the disputed bill is incorrect and, thus, shifted the burden to DC Water to establish that the charges are valid and should be paid by customer. The basis of the customer's prima facie case was Mr. [REDACTED] and Mr. [REDACTED]'s testimony that the property was boarded and vacant since purchase in August 2016, there were no known leaks or running water at the property and that the property had been inspected by a plumber and no leaks or busted pipes were found.

The Court in Gatewood *supra*, made it clear that the utility must investigate and present evidence that the customer used the water as charged. Normally, the utility will investigate by conducting an interior inspection for leaks, an underground inspection for leaks and/or a meter test, as warranted. DC Water did test the customer's meter but did not conduct an interior inspection of the premises or ruled out the presence of an underground leak. The customer countered with testimony from a licensed plumber with thirty years of experience and experience with removing and installing water meters that the usage was the result in a glitch in the water meter. The plumber testified that he has experience with and knowledge of water meter glitches and he testified that the meter reads were not accurate. DC Water's representative at the hearing asserted that the usage as reported was accurate and that the utility had verified the usage but Ms. Wright lacked licensing as a plumber and did not voice having experience with water meters to counter the testimony of the plumber on behalf of the customer. On the utility's part, no testimony was provided by any service technician or employee in the Meter Unit or with a plumber's license to counter the testimony of Mr. Witherspoon that the meter reads were wrong.

Apart from the plumber's testimony that the meter reads were wrong, even if the meter reads are correct, the facts in this matter raise the issue of whether the customer is/should be protected from liability for payment by the equitable defense of laches. The testimony and evidence was that DC Water had meter reads documenting water usage or the absence thereof at the property starting in October 2016 and continuing. This was not a case of a defective MTU although the MTU did transmit "Meter Err" for significant periods of time and sporadically throughout its transmissions from the property, but, as early as January 11, 2017 when the MTU started transmitting reads indicating usage occurring at the property, the utility possessed that information and did not notify the customer of usage occurring at the property and the utility did not bill the customer for the usage for over three (3) months after the reads began reflecting usage from the property. If the utility had provided notice or billing for the reported water usage, the customer would have had an opportunity to investigate whether something was amiss and causing usage at the property. The utility neither gave notice of the usage nor did it bill for the usage until May 2, 2017. In February 2017, the reported water usage was of over 600 CCF of water, yet, the utility billed for 1 CCF of water and noted that the billing was based upon an actual meter read. The utility, then, sent two (2) subsequent billings to customer in which water usage was estimated in March and April, both reflecting estimated usage at 1 CCF per period. By the time that the customer was billed for the reported water usage at the property, the customer

received a bill reflecting almost 2400 CCF of water having been used. It is noteworthy that usage stopped being transmitted as occurring at the property in April 2017, so by the time that the customer received a bill for water usage, there was nothing that the customer could do to mitigate the loss of water, if any occurred, or, to avoid the charges.

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. In this case, the customer if given notice of the usage when it started or at least by the next billing cycle after usage was reported (February 2017) could have mitigated the loss of water and/or investigated what was causing the report of usage if the report was erroneous. Instead of giving the customer notice and opportunity, the utility delayed billing and gave no notice and it is the determination of the Hearing Officer that the delay was unreasonable in light of the amount of usage being reported by the MTU. As such, even if the utility had been able to rebut the testimony of the plumber and it did not, the customer is entitled to the defense of laches.

Based upon the foregoing, the determination by DC Water that the charges are valid and no adjustment to the account is warranted, is hereby REVERSED. DC Water shall adjust the account to bill the customer for 636 CCF of water and no more, which represents that amount of reported usage as of February 8, 2017 when the decision was made not to bill the customer for actual usage but to estimate usage. With respect to the billings for March and April 2017, said billings shall be based upon estimated usage as they originally were based upon the protection of the customer by the defense of laches.

By: Janet W. Blassingame
Janet W. Blassingame, Hearing Officer
Date: Jan. 19, 2018

Copy to:

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██████████
██████████
██████████ Ellsworth Avenue
Great Falls, VA 22066

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

IN RE: [REDACTED]
[REDACTED] 8th Street, NW
Washington, DC 20011

Account No: [REDACTED]

Amount in Dispute - \$ 797.18

Before Janet W. Blassingame, Hearing Officer
November 8, 2017 at 2:00 p.m.

Memorandum to File

The customer contested water and sewer bills for the above account for the periods of time July 13, 2017 to August 10, 2017 (\$449.84) and August 10, 2017 to September 18, 2017 (\$347.26). The DC Water and Sewer Authority (DC Water) investigated the water and sewer charges and determined that the charges were valid and an adjustment of the account was not warranted. The customer appealed DC Water's decision and requested an administrative hearing.

This matter was scheduled for hearing on November 8, 2017. Present for the hearing were J [REDACTED] and Eileen Wright, Senior, Customer Care Representative, on behalf of DC Water.

The property involved is an attached row house having three and one-half (3 ½) bathrooms, one kitchen, a dishwasher, a washing machine, a faucet in the basement and one outside faucet. Mr. [REDACTED] moved into in home in June 2005 and stated that his water and sewer bill generally ranges between Sixty Dollars (\$60.00) and Eighty Dollars (\$80.00) per billing cycle.

Mr. [REDACTED] testified that his June bill was for Two Hundred Fifty Dollars (\$250.00) and he requested that DC Water perform an audit to determine why the bill so high. The customer complained that the utility failed to perform the requested audit. He stated that his July bill was One Hundred Five Dollars (\$105.00) and that the utility replaced his water meter in May as part of its citywide meter replacement project.

Mr. [REDACTED] stated that he again contacted DC Water for an audit and the audit was conducted. He testified that the service technician found one moderate leak and a severe leak within the house. Mr. [REDACTED] asserted that the audit findings seemed odd to him. He also stated that other residents on the neighborhood list serve also wrote of high usage occurring in their homes. Mr. [REDACTED] stated that the audit was performed at the end of August but that his water usage dropped in the middle of August. He stated that the toilets were repaired on September 27, 2017.

Mr. [REDACTED] asserted that the high usage did not match up with the audit and the repairs. He stated that the service technician that had been to his property told him that he [technician] had seen it before after a new meter is placed at a property.

Ms. Wright requested a brief continuance to speak with a supervisor. When she returned to the hearing room she reported that DC Water will adjust the customer's account. Ms. Wright stated that the adjustment would be: 40 CCF for the period July 13, 2017 to August 10, 2017 and 30 CCF for the period August 10, 2017 to September 18, 2017. Ms. Wright stated that the adjustment would be based upon the customer's usage from May 17, 2017 to July 13, 2017 which had been 14 CCF.

Mr. [REDACTED] indicated satisfaction with the adjustment and the hearing was ended as settled.

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

Date: Jan. 19, 2018

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

IN RE: [REDACTED] on behalf of

[REDACTED]
[REDACTED] Thomas Circle NW
Washington, DC 200056

Service Address:
[REDACTED] 6th Street. NE

Account No: [REDACTED]

Amount in Dispute - \$ 4,295.11

Before Janet W. Blassingame, Hearing Officer
November 14, 2017 at 11:00 a.m.

The customer contested water and sewer bills for the above account for the period of time December 28, 2016 to February 29, 2017. DC Water and Sewer Authority (DC Water) investigated the water and sewer charges and determined that the charges were valid and an adjustment of the account was not warranted. The customer appealed DC Water's decision and requested an administrative hearing.

This matter was scheduled for hearing on November 14, 2017. Present for the hearing were: [REDACTED], Executive Director of [REDACTED]; [REDACTED], Director of Finance, [REDACTED]; and, Eileen Wright, Senior, Customer Care Representative, on behalf of DC Water.

The property involved is a single family house utilized by the [REDACTED] (the Program) in its mission to provide services to women and children subject to abuse and domestic violence. The property had been in use by the Program for twenty (20) years. Ms. [REDACTED] testified that the property was vacant as of October 2016 and was sold on September 13, 2017. The property has two and one-half (2 ½) bathrooms, one kitchen, a washing machine, a dishwasher and one outside faucet. The Program participants occupied the first floor and upper level of the house and the Program had an office in the basement. Ms. [REDACTED] stated that the property was maintained by a maintenance crew for the outside grounds and was monitored by a security system. She stated that there was one break-in during the period that the property was vacant but that the property was secured and the window replaced.

Ms. [REDACTED] testified that, prior to the bill in dispute, the highest bill for water service at the property was received in July 2015 in the amount of \$236.00. She stated that she was shocked upon receipt of the bill now in dispute.

Ms. [REDACTED] testified that DC Water agreed to check the water meter and to replace the water meter. She stated that she was told that the water meter was not malfunctioning.

Ms. [REDACTED] testified that there were no leaks or busted pipes at the property and there was no visible water damage. She stated that the property was checked on a weekly basis and that the windows and doors were locked.

Mr. [REDACTED] elaborated that the highest usage experienced at the property, prior to the disputed bill, had been 23 CCF of water. He stated that the bill dated November 4, 2016 for the period October 1, 2016 to November 2, 2016 was based upon estimated usage of 18 CCF. He testified that use of the property was in transition in October 2016 and that staff was still occupying the building, however, by early November 2016, everyone had vacated the property. He stated that the water bill for the period October 1, 2016 to November 29, 2016 was based upon an actual meter read and the usage was 1 CCF. He stated that the property was cleaned out in November 2016.

Mr. [REDACTED] testified that the Program was billed as follows for water service:

Bill dated January 5, 2017 for the period of November 29, 2016 to December 29, 2016 was based upon an actual meter read reflecting 0 CCF usage; the bill dated February 3, 2017 for the period December 12, 2016 to February 1, 2017 was estimated at 16 CCF in usage; the bill dated March 15, 2017 for the period December 29, 2016 to February 27, 2017 was based upon an actual meter read of 423 CCF of water having been used; and, the bill dated April 5, 2017 for the period February 27, 2017 to March 29, 2017 was based upon an actual meter read and reflected 0 CCF of usage.

Ms. [REDACTED] clarified that the break-in occurred in the summer of 2017. She stated that the property was sold "as-is". She stated that there had been a lockbox on the property.

Ms. Wright asserted that the charges are valid based upon the meter read from the property. She testified that between December 28, 2016 and February 27, 2017, a large volume of water registered on the meter. She stated that the property had a MTU device, however, the MTU stopped transmitting reads from the water meter in May 2015. Ms. Wright testified that DC Water estimated the customer's water usage from May 2015 to August 2016 and, then, the MTU started transmitting again and it got a meter read. She stated that the utility estimated the customer's water usage in November 2016. She testified that DC Water adjusted the customer's bill dated September 6, 2016 because it had over-estimated the customer's water usage and that it also adjusted the bill dated December 5, 2016 due to over-estimated usage. She stated that the customer's bill dated November 29, 2016 was based upon an actual meter read, as was the bill dated December 28, 2016. She stated that the bill dated February 1, 2017 was based upon estimated usage but that the bill dated February 27, 2017 was based upon an actual meter read.

Ms. Wright testified that DC Water verified the meter read on March 23, 2017 and again on June 14, 2017 when the water meter was removed. She stated that there was no movement on the meter or in the meter read between March and June 2017. She stated that the utility tested the water meter on June 28, 2017 and the meter was determined to have 99.21% accuracy.

Ms. Wright proclaimed that she did not know what caused the high usage at the property but that she knew that DC Water made no repairs. Ms. Wright asserted that she could only conclude that the usage had been caused by an internal fixture or outside faucet. She stated that 99% of the time, the culprit causing high water usage is a toilet or if it has been freezing weather, then, the culprit is a broken pipe.

Mr. [REDACTED] asserted that if a broken pipe had been the culprit, he would have expected the high water usage to continue and not decline. Ms. Wright countered that someone could have turned something off to cause a decline in usage. Mr. [REDACTED] pointed out that the high water usage occurred in just one billing and there was no other instance of high water usage in the history of the property. Ms. Wright asserted that water meters are not designed to run fast and then slow down if they have malfunctioned and that the meter would have continued to run fast. She stated that the alternative in a malfunctioning water meter is for the meter to completely stop registering water. She stated that the bill is on hold even though the property was sold.

Ms. [REDACTED] asserted that she had no knowledge of anything occurring at the property to cause high water usage. Ms. Wright stated that nothing was occurring in the area to cause high water usage at the property.

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 which was owned by and utilized by the [REDACTED] in its programs for women and children. (Testimony of [REDACTED] Jackson)
2. The period in dispute is December 28, 2016 to February 27, 2017. (Testimony of the parties)
3. DC Water estimated the customer's water usage for the period December 28, 2016 to February 1, 2017. (Testimony of the parties; DC Water Billed History/Usage History)
4. The property was vacated by the owner as of November 2016 and ultimately sold on September 13, 2017. (Testimony of [REDACTED])
5. During the period that the property was vacant, it was monitored by a security system and checked on a weekly basis. (Testimony of [REDACTED])
6. The customer was unaware of any leaks or broken pipes. (Testimony of [REDACTED])
7. The bill immediately prior to the bill in dispute reflected zero usage occurring at the property and all bills following the bill in dispute have reflected zero usage occurring at the property. (DC Water Billed History/Usage History)
8. DC Water cannot determine the cause of the recorded high water usage. (Testimony of Eileen Wright)

9. DC Water removed and tested the water meter and the meter was determined to have 99.21% accuracy. (Testimony of Eileen Wright)
10. The MTU at the property stopped transmitting meter reads in May 2015 and DC Water continuously estimated the customer's water usage until August 2016 when the MTU resumed transmitting for two (2) billing cycles. (DC Water Billed History/Usage History)
11. The MTU transmitted meter reads to support the bills dated December 5, 2016 and January 5, 2017. (DC Water Billed History/Usage History)

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, 82 A.3d, DC Court of Appeals 2013)
3. DC Water is obligated to investigate a challenge to a bill by doing any or all of the following:
 - (s) Verify the computations made in the formulation of the water and sewer charges;
 - (t) Verify the meter reading for possible meter overread or doubtful registration;
 - (u) If feasible, check the premises for leaking fixtures, underground invisible leaks, and house-side connection leaks;
 - (v) Check the meter for malfunction;
 - (w) Check the water-cooled air conditioning system, if any, for malfunction; and
 - (x) Make a reasonable investigation of any facts asserted by the owner or occupant which are material to the determination of a correct bill.See, 21 DCMR 403.
4. Meters shall be read quarterly, or at such other times as the Director shall determine. (21 DCMR 308.1 and 309.1)
5. If at any time, a meter, data collection device or transmitter fails to register correctly or collect, deliver or transmit data or otherwise operate or bears evidence of having been tampered with, as determined by qualified personnel of the Authority, the water charge for the interval in which the incident occurred shall be based on the average previous water consumption determined by meter readings. (21 DCMR 308.4)
6. DC Water is granted the authority to establish, adjust, levy, collect and abate charges for services, facilities, or commodities furnished or supplied by it, pursuant to D.C. Code §34-2202.03(11)

7. 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.")
8. 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 made a prima facie case that the disputed bill is incorrect and, thus, shifted the burden to DC Water to establish that the charges are valid and should be paid by customer. The basis of the customer's prima facie case was that the property was vacant as of November 2016, there were no known leaks or broken pipes and no usage registered on the water meter except sometime during the period in dispute when the MTU was not transmitting meter reads and the utility estimated the customer's water usage. The customer pointed out that the usage appeared to be an abnormality because both before and after the registration, water usage at the property was zero.

DC Water conducted an investigation of the charges and as part thereof, removed and tested the water meter and verified the meter read. The water meter was determined to be functioning within accepted accuracy range. The utility also pointed out that it only estimated the customer's usage for one billing cycle- December 28, 2016 to February 1, 2017- and then obtained an actual read from the water meter. While it is interesting that the utility acknowledged that a malfunctioning water meter will either continue to run fast or completely stop registering usage, in this case, while the meter reflected zero usage following the spike/high water usage, no water usage has registered on the newly installed water meter as well thru three (3) billing cycles after the meter was installed in July 2017. As such, the fact that zero usage registered on two (2) separate water meters monitoring the property rebuts any argument that the prior meter in place during the disputed period reflected zero usage following the spike because of meter malfunction as opposed to simply reflecting that zero usage was then occurring at the property.

In instances in which tests and checks failed to reveal the cause of high water usage, the applicable Municipal Regulations prohibit an adjustment of the customer's account for the high water usage- see, 21 DCMR 408.

In this case, there is no evidence of wrong doing by DC Water. Pursuant to regulations, the utility can estimate a customer's water usage when the MTU fails to transmit meter reads from a property. (See, 21 DCMR 308.4) Likewise, the utility did not abuse its right to estimate the customer's water usage, in that, it did so only one time and then obtained a meter read for billing the subsequent billing cycle. Pursuant to regulations, the utility is to read water meters on a quarterly basis and it complied with its meter read requirement. (See, 21 DCMR308.1 and 309.1) Lastly, in that the utility was not guilty of any delay or unsanctioned act, had a verified meter read and tested the meter which was found to be registering water usage within accurate range, no defense is available in equity to the customer to avoid liability of payment of the charges.

The Hearing Officer notes that based upon a showing of being in the public interest the customer may appeal to the General Manager of DC Water to relieve it of liability for the charges since the cause of the charges cannot be found. Such discretion lies with the General Manager and does not extend to the authority of the Hearing Officer. Accordingly, based upon the evidence presented, the determination by DC Water that the charges are valid and no basis exists for adjustment of the customer's account must and is hereby AFFIRMED.

By: Janet W. Blassingame
Janet W. Blassingame, Hearing Officer
Date: Jan 19, 2018

Copy to:

Ms. [REDACTED], Executive Dir.
[REDACTED]
Thomas Circle, NW
Washington, DC 20005

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

IN RE: [REDACTED]
[REDACTED] Lyman Place NE
Washington, DC 20002

Account No: [REDACTED]

Amount in Dispute - \$ 438.77

Before Janet W. Blassingame, Hearing Officer
November 14, 2017 at 1:00 p.m.

The customer contested water and sewer bills for the above account for the periods of time April 9, 2017 to May 4, 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 of the account was not warranted. The customer appealed DC Water's decision and requested an administrative hearing.

This matter was scheduled for hearing on November 14, 2017. Present for the hearing were [REDACTED] and Eileen Wright, Senior, Customer Care Representative, on behalf of DC Water.

The property involved is a single family home where the customer has lived since year 1987. The house has one and one-half (1 ½) bathrooms, one kitchen, radiators and one outside faucet. Ms. [REDACTED] lives alone and stated that her water and sewer bill generally ranges between Thirty Dollars (\$30.00) and Forty Dollars (\$40.00) per billing cycle.

Ms. [REDACTED] testified that DC Water sent a service technician out to her house to inspect and no leaks were found.

Ms. [REDACTED] asserted that she works two (2) jobs and has done so for the past nineteen (19) years. She stated that she works her first job from 5:00 am to 5:30 pm and then goes to her second job from 10:30 pm to 3:00 am. She stated that she is barely at home but that she has no leaks and has heard no running water. She stated that she does not have to jingle her toilet handles. She stated that she has had no visitors and that she has not gone out of town. Ms. [REDACTED] pointed out that she has no previous history of high water usage.

Ms. Wright testified that DC Water considers the charges to be valid based upon meter reads from the property. Ms. Wright testified that a high volume of water was used and registered on the water meter at the property between April 9, 2017 and May 4, 2017. Ms. Wright stated that the spike started between April 10, 2017 and April 13, 2017 when 3 CCF of water registered on the water meter. Ms. Wright testified that the high usage stopped and usage returned to normal until April 16, 2017 when high usage started again and continued until April 18, 2017 during which period 1 CCF of water registered on the water meter. Ms. Wright stated

that between April 18, 2017 and April 27, 2017, 36 CCF of water registered on the water meter at the property over the nine (9) day period. Ms. Wright testified that water usage declined sometime between April 25, 2017 and April 27, 2017. She stated that between April 27, 2017 and May 11, 2017, the customer used only 1 CCF of water, thus declining from a high of 4.00 CCF daily usage to .071 daily average usage.

Ms. Wright testified that an interior inspection was scheduled for May 19, 2017, however, no one was home upon arrival of the technician to the property. Ms. Wright stated that in lieu of an inspection, the technician did obtain a meter reading.

Ms. Wright stated that the property was inspected by DC Water on June 8, 2017 and no leaks were detected. She testified that DC Water removed and tested the water meter and the meter was determined to have 100.11% accuracy.

Ms. [REDACTED] asserted that the high usage was a one-time episode and she pointed out that her usage returned to normal and has been 1 CCF or 2 CCF ever since. The customer stated that she never uses the basement toilet and that the toilet was been turned off since May 2017.

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

FINDINGS OF FACT

1. The property involved is a single family residence owned and occupied by [REDACTED] [REDACTED]. (Testimony of [REDACTED])
2. The period in dispute is April 9, 2017 to May 4, 2017. (Testimony of the parties)
3. There was a significant increase in registered water usage at the property between April 10, 2017 and April 27, 2017. (Testimony of Eileen Wright; DC Water Meter Reads log)
4. That usage at the residence significantly declined sometime between April 25, 2017 and April 27, 2017. (Testimony of Eileen Wright)
5. The customer was unaware of any leaks or plumbing issues at the residence. (Testimony of [REDACTED])
6. DC Water inspected the property for leaks on June 8, 2017 and no leaks were found. (Testimony of the parties)
7. DC Water removed and tested the water meter and the meter was determined to have 100.11% accuracy which is within the accepted range of accuracy for water meters. (Testimony of Eileen Wright; DCWASA Meter Test Results)
8. The customer turned off her toilet in the basement in May 2017. (Testimony of [REDACTED] [REDACTED])

CONCLUSIONS OF LAW

1. The burden of proof is on the customer to show, by a preponderance of evidence, that the decision of DC Water is incorrect. (21 DCMR 420.7 and 420.8)
2. D.C. Municipal Regulations relating to water and sanitation bar adjustment of a customer's bill if excessive water consumption is the result of a leaking faucet, household fixtures, and similar leaks or the malfunctioning water-cooled air conditioning equipment. (21 DCMR 406)
3. D.C. Municipal Regulations bar adjustment of a customer's bill when all checks and tests provide no reasonable explanation for excessive water consumption. (See 21 DCMR 408 which states: "In cases in which all checks and tests result in inconclusive findings that provide no reasonable explanation for excessive consumption, no adjustment shall be made to the bill for any portion of the excessive consumption, except as may be approved by the General Manager, based upon a demonstration by the owner or occupant that such an adjustment will further a significant public interest.")

DECISION

The customer in this case presented a prima facie case that the charges being disputed were in error because she knew of no leaks or plumbing problems within her home and she spent very little time within the home due to her work requirements. DC Water conducted an investigation of the charges and as part thereof, sent a service technician to inspect the house for leaks; the utility also removed and tested the water meter. By the time that the technician inspected the house, the high water usage had declined. The meter test revealed that the meter was functioning within accepted range of meter accuracy.


At the very end of the hearing, the customer testified that she turned off the toilet in the basement of the house in May 2017. She asserted that she never used the basement toilet but she did not explain the impetus causing her to turn the toilet off. Based upon the evidence and testimony, the turning off of the toilet coincides with the decline in water usage at the property in that between April 27, 2017 and May 11, 2017, the customer's usage declined from a daily average of 4.00 CCF to .071 CCF. The evidence thus points to the toilet having been the culprit causing high water usage at the property. Because the property was not inspected when the high water usage was occurring and the customer did not testify as to why the toilet was turned off, one can only speculate that the toilet caused the usage. In instances where the cause of high water usage is not determined but all checks and tests do not find the cause as in this case where the water meter was functioning accurately and no leaks were found, the applicable Municipal Regulation bars adjustment of the customer's account. (See, 21 DCMR 408)

As such, the utility's determination that the charges are valid and no basis exists to adjust the customer's account is hereby **AFFIRMED** and the customer is responsible for payment of the charges.

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

Date: Jan 19, 2018

Copy to:

 Lyman Place, NE
Washington, DC 20002

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

IN RE: [REDACTED]

Attn. [REDACTED]

[REDACTED] Lehigh Road, Suite 216
College Park, MD 20740-3127

Service Address:

[REDACTED] C Street, SE

Account No: [REDACTED]

Amount in Dispute - \$ 692.82

Before Janet W. Blassingame, Hearing Officer
November 14, 2017 at 2:00 p.m.

The customer contested a water and sewer bill for the above account for the period of time February 15, 2017 to March 17, 2017. DC Water and Sewer Authority (DC Water) investigated the water and sewer charges and determined that the charges were valid and an adjustment of the account was not warranted. The customer appealed DC Water's decision and requested an administrative hearing.

This matter was scheduled for hearing on November 14, 2017. Present for the hearing were: [REDACTED], Principle Partner of [REDACTED], LLC and Eileen Wright, Senior, Customer Care Representative, on behalf of DC Water.

The property involved is a four (4) unit building acquired by [REDACTED] LLC in May 2010. One person occupies each unit and each unit has one bathroom and a kitchen. The building has an outside faucet. Mr. [REDACTED] stated that the water and sewer bill for the property had a low charge of \$111.02 in January 2016 but was \$413.00 in August 2017. He stated that he conducts quarterly inspections with maintenance and he asserted that the bill has gone up due to the manner in which multi-family properties are billed. He stated that the February 2017 bill charge was \$433.00 whereas in March 2017, the bill charge was \$692.00.

Mr. [REDACTED] stated that he has had two (2) plumbers come out to inspect the property for plumbing issues. He testified that Mario Bros. conducted an inspection in December 2016 and no leaks were detected and Carmelo inspected the property in March 2017 and again no leaks were found. Mr. [REDACTED] testified that DC Water sent a service technician to the property in early April 2017 and the technician listened for water and heard none. He testified that the DC Water service technician detected no leaks at the property and that the technician dug up the meter which was six (6) inches underground and below a lead top and the technician observed the meter and saw no spinning of the dial. Mr. [REDACTED] further testified that the technician, as part of the inspection, also, went to the main in-take valve and found no leaks.

Mr. [REDACTED] testified that DC Water replaced the water meter at the property in June 2017 and the water service charges went back to within normal range which had been between Two Hundred Dollars (\$200.00) and Three Hundred Dollars (\$300.00) per billing cycle. Mr. [REDACTED] stated that he was told by DC Water that the removed water meter was tested and determined to be functioning fine, however, he questions how such a large amount of water alleged to have been used at the property could have been consumed in the time frame that the usage occurred.

Mr. [REDACTED] stated that he wants the March, April and May 2017 bills adjusted. He stated that the customer was charged \$692.82 in March 2017, \$652.90 in April 2017, and \$412.32 in May 2017. He stated that the charges should be reduced to average within the \$200.00 to \$300.00 range.

Ms. Wright responded that there is a rate increase every year but there has been no change in the way multi-family properties are billed by DC Water. She stated that the rate change was effective October 1, 2017 and would have been reflected in the customer's billing for the period September 19, 2017 to October 18, 2017 and that billing would have reflected a splitting of the rates based upon the rate increase.

Mr. [REDACTED] stated that he was told by the technician who listened for water sounds at the property that a pipe had to have broken or all faucets had to have been opened and running to generate the amount of water charged.

Ms. Wright asked the customer regarding turnovers in the building and Mr. [REDACTED] responded that from years 2014 to 2016, there were two (2) deaths and a tenant moved out of the building. He stated that the deaths occurred in late 2015 and in July 2016. He stated that three (3) new tenants moved into the property during the period October 2016 to December 2016.

Ms. Wright testified that DC Water considers the charges valid based upon the meter reads. She stated that a spike in water usage occurred at the property starting February 15, 2017 and continued until April 18, 2017. Ms. Wright explained that the property has an automated water meter and meter reads are transmitted by a MTU device.

Ms. Wright testified that when she looks at the customer's water usage record, she sees that the customer had low water usage for one year- 2015 to 2016, then, water usage started to increase as of April 2016. Ms. Wright testified that between February 15, 2017 and March 14, 2017, 59 CCF of water registered on the water meter over that 27 day period, meaning that the customer's average daily rate of usage was 2.185 CCFs. Ms. Wright pointed out that between March 14, 2017 and April 18, 2017, 35 CCF of water registered on the customer's water meter and that was a daily average of 1.971 CCFs. She also pointed out that between April 19, 2017 and May 8, 2017- a 19 day span, 29 CCF of water registered on the customer's water meter and that registered usage equaled to an average daily rate of 1.5 CCFs.

Ms. Wright testified that DC Water removed the water meter for testing on May 11, 2017 and the meter was determined to have 97.53% accuracy. She stated that, as set by the American Water Works Association, the accepted range of accuracy for a water meter is 95% to 102% and, as such, the meter at the property was functioning within an adequate range of accuracy.

Ms. Wright stated that DC Water conducted an underground inspection at the property on May 2, 2017 and no leaks or water sounds were detected.

Ms. Wright stated that based upon the tests conducted and the meter reads, she concluded that the high water usage was caused by an internal fixture or outside faucet.

Ms. Wright stated for estimating a customer's water usage, 4 CCF of water per person is considered average usage by occupants in a four (4) unit building. Ms. Wright further stated that DC Water is changing all of its customers' water meters because the meters are old. She stated that meters have a tendency to slow down over time and they are not designed to go fast and then slow down when defective. Ms. Wright added that based upon recorded water usage at the property, usage is still considered to be high for four (4) occupants of the building. She stated that water usage started to increase in March 2016 and is still high. She stated that water usage at the property is significantly higher than previously for the same number of occupants.

Mr. [REDACTED] concluded by stating that he would like for DC Water to charge the customer based upon average usage for the property.

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. (Testimony of [REDACTED])
2. The period in dispute is February 15, 2017 to March 17, 2017. (Testimony of the parties)
3. There was a significant increase in water usage at the property between February 15, 2017 and April 18, 2017. (Testimony of Eileen Wright; DC Water Meter Read Log)
4. The disputed bill is based upon actual meter reads transmitted by the MTU at the property. (DC Water Billed History/Usage History)
5. Water usage declined at the property without the necessity of repairs being performed. (Testimony of Eileen Wright; DC Water Billed History/Usage History)
6. The decline in water usage at the property began prior to removal of the water meter for testing and has remained lower than recorded usage during the spike based upon registration on the new meter which was installed May 11, 2017. (DC Water Billed History/Usage History)
7. Water usage at the property was low up until April 2016 but began to increase thereafter and despite the decline following the spike, water usage remains higher than what is

considered average for four (4) people occupying a four (4) unit building. (Testimony of Eileen Wright)

8. DC Water removed and tested the water meter and the meter was determined to have 97.53% accuracy. (Testimony of Eileen Wright)
9. DC Water conducted an underground inspection for leaks at the property and no leaks were found. (Testimony of Eileen Wright)
10. The DC Water was at the property in early April 2017 and checked for leaks at the meter and at the main in-take valve. (Testimony of [REDACTED])
11. The property management had the property inspected in December 2016 and again in March 2017 and no leaks were found. (Testimony of [REDACTED]; Mario Brothers letter undated but noting inspection in 12/2016)

CONCLUSIONS OF LAW

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

See, 21 DCMR 403.

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

DECISION

The customer was unable to establish by a preponderance of the evidence that more likely than not the disputed bill was wrong.

The testimony and evidence presented established that water usage at the property has increased since April 2016 and significantly spiked during the period in dispute and thereafter, declining after April 18, 2017 but remaining what is considered high for the occupancy of the building. Tests and checks were conducted on behalf of the property owner and by DC Water and no leaks or plumbing problems were found. The customer's representative testified that the property was inspected on two (2) occasions and no leaks were found. According to the customer's representative, one inspection was conducted during the period that the spike in water usage was occurring but he did not have a report. The customer's representative did present a letter stating that no leaks were found at the property in December 2016. The submitted report was outside of the spike period and reflected that the letter was from a painting contractor. The customer is credited with its representative testimony, however, little probative value is given to the testimony due to the lack of supporting documents establishing that the inspections were by a licensed plumber and within the period of dispute. DC Water removed and tested the water meter and the meter was determined to be functioning within accepted meter accuracy range. The utility also conducted an underground inspection of the property and concluded that there were no leaks. As such, even though the customer complains of high usage and disputes the charge(s), nothing presented during the hearing supports a conclusion that the charge and/or usage as registered on the water meter was wrong or that the customer is not responsible for the usage. Because the registered usage remains higher than what is considered normal for such a property, there may be something wrong at the property causing the high water usage but the evidence and testimony presented at the hearing, only, exonerated DC Water for its decision to not adjust the customer's account based upon the occurrence of high water usage for its meter was found to be functioning properly and its pipes did not have an underground leak. Moreover, the evidence established that high water usage has been occurring at the property for an extended period, not just during the disputed period, and usage continues to be higher than normal for the occupancy and type of property, but, nothing establishes that the usage, as registered, was wrong or otherwise did not occur or for some reason the owner should not be responsible for payment.

Pursuant to the District of Columbia Municipal Regulations, when tests and checks are performed and do not explain the cause of high water usage, DC Water is not to adjust the customer's account for the high water usage. (See, 21 DCMR 408) DC Water has an obligation to investigate what caused high water usage, but, its responsibility does not extend to finding the cause within the property. In certain instances when the owner or occupant finds that high water usage was caused by a leak or pipe not visible to the naked eye and certain requirements are met to support a request for relief from the charge due to the high water usage, the customer may receive an adjustment. This case does not present any element qualifying the customer for relief from the charge for water usage.

As such, the utility's determination that the charges are valid and no basis exists to adjust the customer's account is hereby **AFFIRMED** and the customer is responsible for payment of the charges.

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

Date: Jan. 19, 2014

Copy to:

Mr. [REDACTED]
[REDACTED]
[REDACTED] Lehigh Road, Suite [REDACTED]
College Park, MD 20740-3127

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

IN RE: [REDACTED]
[REDACTED] Appleton Street, NW
Washington, DC 20008

Account No: [REDACTED]

Amount in Dispute - \$ 543.21

Before Janet W. Blassingame, Hearing Officer
November 15, 2017 at 1:00 p.m.

ORDER OF DISMISSAL

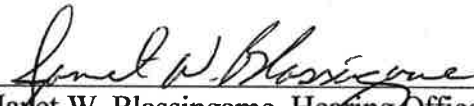
The customer contested a water and sewer bill for the above account for the period of time August 1, 2017 to September 1, 2017. The DC Water and Sewer Authority (DC Water) investigated the water and sewer charges and determined that the charges were valid and an adjustment to the account was not warranted. The customer appealed DC Water's decision and requested an administrative hearing.

This matter was scheduled for hearing on November 15, 2017. Present for hearing were [REDACTED] and Eileen Wright, Sr. Customer Care Associate on behalf of DC Water.

Prior to start of the hearing, Ms. Wright requested an opportunity to speak with the customer for purposes of discussing a settlement of the dispute. Ms. Wright stated that she had adjusted the customer's account as of November 14, 2017. She stated that the account was adjusted by \$323.02 plus removal of \$54.32 in late charges, making a total adjustment in the amount of \$377.34. Ms. Wright stated that DC Water made the adjustment because it had not tested the water meter at the property.

After discussion with the customer, Ms. Wright reported that the customer was satisfied with the adjustment of the account and no longer wanted to pursue a dispute of the charge.

Based upon the representations of Ms. Wright this matter is hereby DISMISSED as satisfied.



Janet W. Blassingame, Hearing Officer
Date: Nov. 19, 2018

Copy to:

[REDACTED]
[REDACTED] Appleton Street, NW
Washington, DC 20008