

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

IN RE: Minnesota Ave. Condominium Assoc.
c/o Shantu Williams
240 M Street, SW, Apt. 612E
Washington, DC 20024

Service Address:
[REDACTED] Minnesota Avenue, SE

Account No: [REDACTED]
Case No: 22-149122

Amounts and Periods in Dispute:
12/21/2021 - 1/21/2022 = \$450.57
11/20/2021 - 12/20/2021 = \$799.91

Before Janet W. Blassingame, Hearing Officer
May 24, 2022 - 10:00 a.m.

The customer contested water and sewer bills for the above account for the two (2) periods of time noted above. DC Water and Sewer Authority (DC Water) determined that the charges were valid and no adjustment of the customer's account was warranted.

This matter was scheduled for a remote hearing on May 24, 2022. Present for the hearing were: Terry Speigner (an owner) on behalf of the Minnesota Ave. Condominium Assoc.; and, LaFatima Black and Arlene Andrews on behalf of DC Water, as well as, Kelly Fisher, Esq., DC Water, observing only.

As a preliminary matter, Mr. Speigner stated that he and the other owners were in receipt of the meter test reflecting that the water meter had 98% accuracy. He, then, stated that having considered the meter test, the owners have decided to withdraw their Petition for Administrative Hearing and that they will pay the previously contested water and sewer bills.

DC Water had no objection to the withdrawal of the customers' Petition.

Accordingly, this matter is Dismissed.

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

Date: July 14, 2022

Copy to:

Mr. Terry Speigner
3426 Minnesota Avenue, SE
Unit 3
Washington, DC 20019

Ms. Shonta Williams
240 M Street, SW, Apt, 612E
Washington, DC 20024

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

IN RE: [REDACTED]

[REDACTED] Cleveland Avenue, NW
Washington, DC 20006

Account No: [REDACTED]
Case No: 22-217894

Amount in Dispute: \$1,512.16

Before Janet W. Blassingame, Hearing Officer
May 10, 2022 at 10:00 a.m.

The customer contested a water and sewer bill for the above account for the period of time December 3, 2021 to January 4, 2022. The DC Water and Sewer Authority (DC Water) determined that the charges were valid and no adjustment of the customer's account was warranted. The customer requested an administrative hearing.

This matter was scheduled for a remote hearing on May 10, 2022. Present for the hearing were: [REDACTED] the property owners; and, LaFatima Black, Arlene Andrews and Geneva Parker, on behalf of DC Water.

The property involved is a single-family home purchased in May 2019 by [REDACTED] and his wife, [REDACTED]. The property has four and one-half (4 ½) bathrooms, one kitchen, three (3) outside hose bibs, a washing machine, a dishwasher, radiators and a utility sink in the garage. The water and sewer bill has ranged between \$100.00 and \$200.00 depending upon the season of the year. The house is occupied by the couple with their two (2) children.

[REDACTED] testified that he and his family were away between Christmas and New Year and they do not dispute the meter read. He stated that they received a HUNA alert of high-water usage occurring at the house and they came back from Massachusetts the next day, New Year's Day, to find a massive leak in the garage.

[REDACTED] stated that when the family moved into the house in year 2019, the house had lead pipes. She stated that, during the Summer of 2019, she worked with DC Water to identify a contractor to remove the lead pipes. She stated that the utility had a list of recommended contractors.

[REDACTED] testified that they hired an emergency plumber on New Year's Day to address the leak in their garage. She stated that the water leak was from the water main in the garage and that the plumber told them that the leak was an easy fix and that the pipe coupling was not threaded correctly at installation.

[REDACTED] stated that, when she called DC Water, a service representative said that, occasionally, the utility may remediate a customer's bill on circumstances of the leak. She stated that she and her husband have not submitted a claim for damage to their homeowners' insurance.

She stated that the leak caused \$2,000.00 in damage to the property. She, also, stated that she did not know if the contractor gave a warranty on the work performed.

She asserted that she and her husband have acted in good faith and want to work with DC Water to reach a resolution to mitigate their damage/water bill. She stated that she was unsure whether the contractor provided a warranty on the lead pipe job.

Ms. Black testified that the water meter reads were actual and transmitted by signal. She stated that a water meter only advances when water is being used. She added that the meter reads were/are transmitted hourly.

Ms. Black testified that high water usage occurred at the property December 29, 2021 to December 31, 2021. She stated that DC Water sent to the customers four (4) HUNA alerts of high usage occurring at the property.

Ms. Black stated that the utility received a plumber's report regarding the incident and that the plumber stated that the leak was from exposed pipes.

Ms. Black stated that DC Water is not responsible for a contractor's work. She stated that the utility will, typically, recommend plumbers for lead pipe work. [REDACTED] interjected that DC Water had a list of contractors and that the utility talked the couple thru the process. She stated that the service representative working with them was [REDACTED]. [REDACTED] stated that the lead pipes were replace from the street and that she paid for the pipe replacement on the private side. [REDACTED] stated that the work was just at the connection to the house. [REDACTED] stated that they are appealing for some sort of mediation based upon the circumstances. [REDACTED] stated that the plumber told them that this type of seal should never break. [REDACTED] asserted that they felt that they were working with DC Water.

Ms. Black stated that it was the conclusion of the utility that the leak was apparent and visual. She stated that, pursuant to 21 DCMR §406 and 407, the customer is responsible for repair of a leak on private property.

Mr. Friedman stated that he was surprised by DC Water's stance in this matter. He asserted that the utility's stance was not in the spirit of customer service.

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] and her husband, [REDACTED]. (Testimony of [REDACTED])
2. The period in dispute is December 3, 2021 to January 4, 2022. (Testimony of the parties)
3. The property owners moved into the house in year 2019 and that same year hired a contractor to replace water lead pipes; the plumber was selected from a list of recommended plumbers maintained by DC Water. (Testimony of [REDACTED])

4. High water usage occurred at the property between December 29, 2021 and December 31, 2021. (Testimony of LaFatima Black)
5. DC Water sent out four (4) HUNA alerts to the property owners advising of high-water usage occurring at the property. (Testimony of LaFatima Black)
6. Upon receipt of a HUNA alert, the customers returned home from a trip to Massachusetts and discovered a massive water leak in their garage. (Testimony of [REDACTED])
7. The customers hired a plumber to repair the garage water leak and the plumber diagnosed the cause of the leak to be a faulty threading of a coupling in the garage pipe leading into the house. (Testimony of [REDACTED]; plumber's invoice by All Plumbing, Inc. dated 1/1/2022)
8. The defective pipe was an exposed pipe, visual to the eye, in the customers' garage. (Pictures 1, 2, and 3 submitted by the customer to DC Water; testimony of LaFatima Black)
9. The customers have not submitted a claim to their homeowners insurance company or explored if there is a warranty by the contractor. (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. 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. The property owner is the ultimate responsible party to pay for water and sewer services at a property and the obligation to pay DC Water's water and sewer charges runs with the property where the water services are rendered. See, Euclid Street, LLC v. D.C. Water and Sewer, 41 A. 3rd 453, D.C. Court of Appeals 2012.
4. 21 DCMR §407.2 states, in part, If the investigation discloses a leak, other than a meter leak, of indeterminate location in the underground service, or at some other location where the leak is not apparent from visual or other inspection, the General Manager shall determine whether the leak is on public space, on private property, on property that is under control of the occupant, or the result of infrastructure for which the owner or occupant is responsible for maintaining and repairing.
5. If, pursuant to §407.2, the leak is determined to have been caused by the Authority or is determined to be the result of infrastructure for which the Authority is responsible for maintaining and repairing, the Authority shall repair the leak and the General Manager shall adjust the bill to equal the average consumption of water at the same premises for up to three (3) previous comparable periods for which records are available. If the leak is determined to have been caused by owner or occupant, no adjustment shall be made. (21 DCMR §407.3)
6. If, pursuant to §407.2, the leak is determined to be on private property or on property that is under the control of the owner or occupant, or the result of infrastructure for which the owner or occupant is responsible for maintaining and repairing, the owner or occupant shall repair the leak. The General Manager may, at their discretion, upon request of the owner, adjust the disputed bill and any bills issued during the investigation for a period

not to exceed (30) calendar days after the issuance of the bill investigation report. 21 DCMR §407.4

DECISION

The customers in this matter seek remediation of their water bill by DC Water because, in 2019, they selected a contractor, recommended by DC Water, to perform lead pipe replacement at their residence and in December 2021, a water pipe coupling in their garage caused a massive water leak while they were away from home on holiday. The customers stated that the plumber, hired by them to repair the coupling, told them that the pipe was not threaded properly. The customers have not explored making a claim under their homeowners' insurance policy. The customers, also, have not sought damages from the original contractor hired by them to perform the lead pipe replacement at the property.

The General Manager of DC Water has discretion to adjust a customer's account for excessive water usage caused by a leak not visible to eye or by an underground leak. (See, 21 DCMR §407) In this case, the leak was not an underground leak and the pipe coupling, which was the source of the water leak, could be seen by the naked eye in the ceiling of the garage, as shown in the pictures provided by the customers to DC Water. DC Water does not adjust a customer's account when excessive water usage is caused by a faulty fixture or pipe under the control of the property owner. (See, 21 DCMR §406)

Despite their testimony that a service representative told them that the utility may remediate a customer's bill based upon circumstance of the leak, the customers, here, do not fit into any category of circumstance for which the utility may consider adjusting their account, i.e., underground leak or leak not visible to the eye. Likewise, the customers have failed to show any duty owed to them by DC Water which would create responsibility by the utility for the leak that occurred at their property. The property owners did not contract with DC Water to perform the lead pipe replacement nor did they hire a sub-contractor of the utility. The testimony was that DC Water maintained a list of recommended contractors for lead replacement. There was no testimony that the customers had to select from the DC Water's list of contractors or that the utility, in anyway, guaranteed the work of a contractor selected by the property owners to do work for them. As noted above, the customers have not elected to file a claim under their homeowners insurance policy and they have not explored whether the contractor gave warranty of its work, as such, the customers may have avenues of relief available to them, however, nothing has been established to create a responsibility of DC Water for the leak that occurred at their property.

As far as responsibility for paying charges for water services by DC Water, the property owner is the ultimate responsible party to pay for water and sewer services at a property and the obligation to pay DC Water's water and sewer charges runs with the property where the water services are rendered. (See, Euclid Street, LLC v. D.C. Water and Sewer, 41 A. 3rd 453, D.C. Court of Appeals 2012)

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



Janet W. Blassingame, Hearing Officer

Date: July 14, 2022

Copies to:

[REDACTED]
[REDACTED] Cleveland Avenue, NW
Washington, DC 20006

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

IN RE: [REDACTED]
[REDACTED] Foxhall Cres. NW
Washington, DC 20007

Account No: [REDACTED]
Case No: 22-285352

Amount in Dispute: \$2,080.87

Before Janet W. Blassingame, Hearing Officer
May 10, 2022 at Noon

The customer contested a water and sewer bill for the period January 3, 2022 to February 10, 2022. The DC Water and Sewer Authority (DC Water) determined that the charges were valid and no adjustment of the customer's account was warranted. The customer requested an administrative hearing.

This matter was scheduled for a remote hearing on March 10, 2022. Present for the hearing were: [REDACTED] on behalf of his father, [REDACTED] and, LaFatima Black and Geneva Parker, on behalf of DC Water, as well as, Arlene Andrews, DC Water, observing only.

The property involved is a single-family residence occupied by [REDACTED] and his wife. The house has four (4) full bathrooms and 1 half (1/2) bathroom, two (2) kitchens, a washing machine, a dishwasher, a utility sink, an irrigation system and one or two (2) outside faucets. Mr. [REDACTED] guessed that his parents' water and sewer bill was approximately \$200.00 per billing cycle.

Mr. [REDACTED] testified that he received a bill in January 2022 and contacted a plumber on February 28, 2022. He stated that DC Water was at the home on February 1, 2022 and no one could find the water meter. Mr. [REDACTED] stated that he emailed DC Water on February 23, 2022 to have the utility come back to the home to find the water meter. He stated that the irrigation system is shut off in October or November each year,

Mr. [REDACTED] asserted that if DC Water could have found the water meter, he could have saved money and water. He stated that the plumber found the leaks but could not find the water meter. He stated that the location of the water meter remains unknown.

Mr. [REDACTED] stated that he is asking for some credit for his parents who are senior citizens who pay their bills. He stated that the house was built in 1989 and that his parents had never had any water issues. He stated that they were not signed up for HUNA alerts and only found out about the high-water usage when the water and sewer bill arrived at their home. Mr. [REDACTED] stated that his parents paid the water bill but hope for a reasonable adjustment of the charge.

Mr. [REDACTED] acknowledged that the hired plumber detected multiple toilets running water and faulty faucets in a basement bathroom. He stated that DC Water found an irrigation system

broken pipe on February 1, 2022 but he asserted that the irrigation system was turned off. He stated that the pipe was not been repaired.

Ms. Black interjected that the water meter was found on March 11, 2022 and that the utility marked its location in blue.

Ms. Black testified that the customer received seven (7) HUNA alerts from DC Water between January 8, 2022 and January 27, 2022. She stated that the contact information for HUNA alerts with the utility was to the customer's dental practice office and has been now changed to the elder Mr. Sharmin's cell phone number for HUNA alerts.

Ms. Black testified that the water meter reads from the property are actual.

Ms. Black, also, testified that DC Water inspected the property on February 2, 2022 for an underground leak and found a broken pvc pipe connected to the hose bib. She stated that the technician turned the hose bib faucet and the leak stopped. She stated that high water usage occurred at the property from January 5, 2022 to February 2, 2022 and on February 2, 2022 the usage declined.

Ms. Black testified that the interior leaks had no effect on the customer usage based upon the usage graph.

Ms. Black stated that based upon the utility's investigation, it concluded that a faucet on private space was the cause of the excessive water usage and that pursuant to 21 DCMR 406.2, the customer is not entitled to an adjustment of his account for the excessive usage.

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] and his wife. (Testimony of [REDACTED])
2. The period in dispute is January 3, 2022 to February 10, 2022. (Testimony of the parties)
3. DC Water sent seven (7) HUNA alerts of high-water usage occurring at the property to the property owner's work office between January 8, 2022 and January 27, 2022. (Testimony of LaFatima Black)
4. There was a significant spike in water usage at the property between January 5, 2022 and February 2, 2022. (Testimony of LaFatima Black)
5. DC Water conducted an underground inspection at the property on February 2, 2022 and the DC Water service technician found a broken pipe connected to the outside hose bib of the house. The technician turned the hose bib faucet and the leak stopped. (Testimony of LaFatima Black)
6. The property owner has not had the broken pipe detected during the February 2, 2022 inspection, repaired. (Testimony of [REDACTED])

7. High water usage stopped registering on the water meter as of February 2, 2022. (Testimony of LaFatima Black)
8. Plumbing work performed at the property by a privately hired plumber on or about February 16, 2022 had no significant effect registered regarding high water usage occurring at the property. (Testimony of LaFatima Black; See, ABCO Plumbing invoice dated February 28, 2022)

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. 21 DCMR §407.2 states, in part- If the investigation discloses a leak, other than a meter leak, of indeterminate location in the underground service, or at some other location where the leak is not apparent from visual or other inspection, the General Manager shall determine whether the leak is on public space, on private property, on property that is under control of the occupant, or the result of infrastructure for which the owner or occupant is responsible for maintaining and repairing.
4. If, pursuant to §407.2, the leak is determined to have been caused by the Authority or is determined to be the result of infrastructure for which the Authority is responsible for maintaining and repairing, the Authority shall repair the leak and the General Manager shall adjust the bill to equal the average consumption of water at the same premises for up to three (3) previous comparable periods for which records are available. If the leak is determined to have been caused by owner or occupant, no adjustment shall be made. (21 DCMR §407.3)
5. If, pursuant to §407.2, the leak is determined to be on private property or on property that is under the control of the owner or occupant, or the result of infrastructure for which the owner or occupant is responsible for maintaining and repairing, the owner or occupant shall repair the leak. The General Manager may, at their discretion, upon request of the owner, adjust the disputed bill and any bills issued during the investigation for a period not to exceed (30) calendar days after the issuance of the bill investigation report. 21 DCMR §407.4

DECISION

The customer failed to establish by a preponderance of the evidence that the bill in dispute was wrong or for some other reason, the customer should not be held responsible for payment.

The weight of the evidence established that there was a leak found by a DC Water service technician during an inspection for underground leaks on February 2, 2022. The testimony was that the leak was at a broken pipe connected to a hose bib and when the hose bib faucet was turned off, the leak stopped. It was, also, established that high usage was occurring at the property starting January 5, 2022 until February 2, 2022 when usage declined. DC Water,

further, established that it sent alerts to the customer seven (7) times during the period of high-water usage.


The customer's son argued for some form of consideration to be given to his parents, the property owners, based upon their senior age and good bill payment history and he made a contention that the usage could have been mitigated by them, if only, the water meter location could have been located earlier.

The D.C. Municipal Regulations do not give consideration for account adjustment based upon customer age or payment history and the argument that the customer could have mitigated the water loss if the meter had been found lacks connection to the increased water usage or its detection. The location of the water meter is a "red herring" in that the detection of the leak causing the high usage had nothing to do with the meter location. DC Water's service technician found the culprit causing the high usage during an inspection for an underground leak. Moreover, the plumber hired by the property owner found multiple water issues at the property and repaired the same, but the repairs were performed after DC Water found the cause of the high usage. The plumber was at the property on February 16, 2022 but high usage had already declined at the property as of February 2, 2022 when the DC Water service technician turned off the hose bib faucet.

21 DCMR §406 dictates that DC Water does not adjust a customer's account when excessive water usage occurs due to a leaking faucet or household fixture.



In this case, the evidence and testimony were unclear whether the broken pipe was underground or visual to the naked eye. If the broken pipe was underground, the customer, if he had repaired the broken pipe, might have been considered for an adjustment pursuant to 21 DCMR §407, however, the testimony was that the customer has not repaired the broken pipe.

Based upon the foregoing, DC Water's determination that the charges are valid and no basis exists for adjustment of the customers' account is correct and accordingly, the determination is hereby AFFIRMED.


Janet W. Blassingame, Hearing Officer

Date: July 14, 2022

Copies to:

Mr. 
 Foxhall Cres. NW
Washington, DC 20007

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

IN RE: VanHoose Properties LLC
11601 William Beanes Rd
Upper Marlboro, MD 20772

Service Address:
[REDACTED] 29th Street, SE

Account No: [REDACTED]
Case No: 22-22623

Amounts and Periods in Dispute:

7/24/2021 – 8/20/2021 = \$1,691.28
8/21/2021 – 9/24/2021 = \$447.89

Before Janet W. Blassingame, Hearing Officer
May 12, 2022 – 10:00 a.m.

The customer contested water and sewer bills for the above account for the two (2) periods of time noted above. DC Water and Sewer Authority (DC Water) determined that the charges were valid and no adjustment of the customer's account was warranted.

This matter was scheduled for a remote hearing on May 12, 2022. Present for the hearing were: Darryl VanHoose and Mashawn VanHoose, the property owners; Geneva Parker, Arlene Andrews and Kimberly Arrington, on behalf of DC Water; and, LaFatima Black, DC Water, observing only.

The property involved is a five (5) unit apartment building owned by VanHoose Properties LLC. Each unit has one bathroom and one kitchen. One unit is utilized as an office. The building has one outside hose bib. According to Darryl VanHoose, the water and sewer bill is approximately \$250.00 per billing cycle when the building is fully occupied.

Mr. VanHoose stated that his water bill problem started one and one-half (1 ½) years ago. He testified that, initially, the water meter for the property could not be located and the utility estimated water usage for the property. He stated that, in year 2020, one of the units was vacant for a whole year until January 2022.

Mr. VanHoose testified that the property was vacant/abandoned when purchased and he renovated the building. He reiterated that DC Water could not find the water meter and estimated water use for the building. He stated that, after five (5) years of ownership, the utility found the water meter, dug the water meter up, and put a frame around the water meter. He stated that construction started/began a year and a half ago near the building and his water bill for his building went up. Mashawn VanHoose recited the water charges before and during the period in dispute as: \$226.77 for June 23, 2021; \$217.39 for July 26, 2021; \$1,691.28 for August 2021, and \$447.89 for September 2021. Mr. Vanhoose stated that he had a plumber come out to the property and no leaks were found. He stated that DC Water came out on April 20, 2022 and fixed

the meter cover and frame which was missing. He stated that the water meter was, also, replaced on April 20, 2022.

Mr. VanHoose stated that the account balance is \$6,753.70 which includes the most recent bill dated 4/26/2022 in the amount of \$870.40. He stated that the utility charged no late fees or penalties during the Pandemic. He stated that he stopped paying water and sewer charges for the building after July 2021. He stated that he paid \$500.00 on April 12, 2022. He stated that charges have been- October 2021 to November 2021- \$3,467.53 and \$631.09, respectively, but these charges were reversed due to a service technician obtaining an actual read of the water meter; December 2021- \$3,221.50; January 24, 2022- \$268.54; February 2022 - \$442.73; March 2022 - \$468.84, and April 25, 2022 - \$870.40. He stated that the foregoing were based upon actual meter reads by a service technician. He stated that the November 2021 bill was reversed and re-billed.

Mr. VanHoose testified that a DC Water service technician told him that the water meter might be broken because the "numbers were not matching up". Mr. VanHoose stated that when the service technician came out, the service technician saw no meter movement.

Mr. VanHoose stated that a new water meter was installed on April 20, 2022.

Geneva Parker interjected that DC Water believes that something is going on regarding water consumption at the building.

Mr. VanHoose stated that he was use to paying \$250.00 per month for water usage at the building.

Ms. Parker stated that the water meter at the property was changed in April 2022 and that the utility is now receiving transmitted meter reads from the property. She stated that she looked at the customer's account and, then, went out to the property to get a meter read and verify the transmitted meter reads. Ms. Parker testified that the disputed August 2021 bill was based upon an actual meter read taken by a service technician at the property. She stated that the September 2021 disputed bill was an estimated billing.

Ms. Parker testified that the utility's excess consumption investigation found no evidence of an underground leak. She stated that an underground inspection was conducted on November 30, 2021. She stated that the utility tested the old water meter on April 20, 2022 and the meter was determined to have 101.01% accuracy. Ms. Parker stated that the property owner contracted a plumber and no leaks were found but DC Water determined that nothing was leaking inside of the building.

Ms. Parker testified that she is now seeing spikes in water usage on the new water meter at the property. She stated that with transmitted meter reads, reads are hourly and the increased water usage can be narrowed down as to when it occurs.

Ms. Parker asserted that based on 21 DCMR §408, the customer is not entitled to an account adjustment for the excessive water usage because the test findings are inconclusive as to the cause. Ms. Parker stated that she does not know what is leaking at the property.

Mr. VanHoose asserted that he believes that the water meter was faulty. He asserted that the water meter was not in-ground and running when tested but something was wrong. Ms. Parker responded stating that she cannot say what is causing the increased water usage but the usage is indicative of a toilet leak. She stated that since April 2022, 16 CCF of water have been used at the property.

Mr. VanHoose stated that new toilets were installed in the building about one year ago. He reiterated that he has not paid the water bills because of how the charges have been going up and down and no one can find the problem.

Ms. Parker asserted that once a water meter goes bad, the meter does not self-correct. She asserted that the customer's water meter was not broken at the time of its testing. She stated that the meter reads are actual consumption at the property and she believes that the increased consumption is internal.

Ms. Parker stated that she will look at any penalties and late fees imposed on the account.

Ms. Parker explained to the customers the availability of a payment plan.

Mr. VanHoose responded that he disagrees with \$3,000.00 owed to the utility but he will pay the \$3,000.00. He stated that he wants to monitor the meter reads for the next months.

Arlene Andrews interjected that late fees (1%) and penalties (10%) in the amount of \$541.41 in penalties and \$120.40 in late fees have already been removed/adjusted from the customer's account.

Ms. Parker added that the customer is responsible for the meter casing and covering.

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 an apartment building owned by VanHoose Properties, LLC. (Testimony of Darryl VanHoose)
2. The periods in dispute are July 24, 2021 to August 20, 2021 and August 21, 2021 to September 24, 2021. (Testimony of the parties)
3. The water usage at the building increased significantly in between July 24, 2021 and August 20, 2021 and subsequent water usage has been up and down with a significant spike occurring in April 2022. (Testimony of the parties)
4. The customer hired a plumber and the plumber detected no leaks. (Testimony of Darryl VanHoose; Letter by James Lynn, Plumbing and Gas Fitting dated 9/9/21)

5. DC Water tested the water meter and the meter was determined to have 101.01% accuracy. (Testimony of Geneva Parker)
6. A new water meter was placed at the building and significant water usage is registering on the new water meter. (Testimony of Geneva Parker)
7. The August bill in dispute was based upon actual meter reads taken by a DC Water service technician; the September bill in dispute was based upon an estimate of water used. (Testimony of Geneva Parker)
8. DC Water conducted an underground leak inspection and no underground leak was found. (Testimony of Geneva Parker)
9. The utility has adjusted/removed late fees and penalties from the customer's account applied during the pendency of the dispute. (Testimony of Arlene Andrews)

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 made a prima facie case that he was not responsible for payment of the bills in dispute by presenting a letter from a plumber who inspected the building and detected no leaks. DC Water rebutted the customer's assertions and, ultimately, the customer failed to show by a preponderance of the evidence that more likely than not the bills in dispute were wrong or for some other reason, the customer should not be responsible for payment.

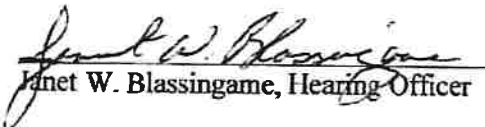
DC Water speculated that increased water usage was the result of a faulty toilet based upon the pattern of up and down usage reflected in hourly meter reads transmitted from the property. The utility conducted an investigation of the disputed bills and, in doing so, conducted a meter test of the meter that was situated at the building during the periods in dispute and the meter was determined to have been functioning accurately. DC Water, also, pointed out that significant increased water usage is registering on the new water meter placed at the building after the former meter was removed for testing on April 20, 2022. Additionally, DC Water conducted an underground leak inspection and no underground leaks were detected. DC Water, further, verified the meter reads from the property by its representative accompanying a service technician to the property.

DC Water has a duty to investigate a customer's bill dispute and it did so, in this case, by testing the water meter, ruling out the existence of an underground leak and looking for overread and faulty computation of which it found no evidence.

Based upon the utility's investigation of the customer's dispute, the Hearing Officer determines that the cause of the increased water usage is undetermined but the utility has proven that its equipment is functioning properly, that it appropriately billed the customer based upon accurate meter reads, that an underground leak was not the cause of increased water consumption, and it has not overcharged or allowed to remain late fees and penalties that should not have been applied to the customer's account. As such, the customer can not show that the evidence and testimony favor his position that the bills are wrong.

When all tests and checks fail to provide a reasonable explanation of the cause of excessive usage at a property, Municipal Regulation 21 DCMR §408 dictates that DC Water does not adjust a customer's account for any portion of the excessive water 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 and in this matter, there was no showing of a furtherance of a significant public interest.

Based upon the foregoing, DC Water's determination that the charges are valid and no basis exists for adjustment of the customers' account is correct and accordingly, the determination is hereby **AFFIRMED**.


Janet W. Blassingame, Hearing Officer

Date: July 14, 2022

Copies to:

Van Hoose Properties, LLC
11601 William Beanes Rd
Upper Marlboro, MD 20772

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

IN RE: [REDACTED]
[REDACTED] Florida Ave. NE
Washington, DC 20002

Account No: [REDACTED]
Case No: 22-309694

Amount in Dispute: \$2,096.47

Before Janet W. Blassingame, Hearing Officer
May 12, 2022 at Noon

The customer contested a water and sewer bill for period December 16, 2021 to January 18, 2022. The DC Water and Sewer Authority (DC Water) determined that the charges were valid and no adjustment of the customer's account was warranted. The customer requested an administrative hearing.

This matter was scheduled for a remote hearing on March 12, 2022. Present for the hearing were: [REDACTED] and, Kimberly Arrington, Geneva Parker and Arlene Andrews on behalf of DC Water.

The property involved is a row house. There is an in-law suite in the basement having one bath, one kitchen, and a washing machine. The upper levels have a kitchen, four and one-half (4 ½) bathrooms, a washing machine and a dishwasher. The property owner stated that when he moved out of the house in year 2013, the water and sewer bill per cycle was approximately \$150.00, however, in recent time, the water and sewer charge for the house for nine (9) or twelve (12) months was \$1,000.00 per billing cycle and, then, the charge increased to \$2,000.00 per billing cycle. Mr. [REDACTED] stated that his water and sewer bill for the property in April 2022 was \$800.00 and that the bills had been between \$600.00 and \$700.00 with an average of \$500.00 per billing cycle in the past 3 years prior to the escalation in charges over the past year.

Mr. [REDACTED] stated that he enrolled the account in auto-pay and he admitted that he did/had not paid the charges very much attention.

Mr. [REDACTED] testified that he had a couple of plumbers inspect the property for leaks and they fixed some minor things like a toilet and shower. He stated that Michael & Sons fixed a toilet but in a follow-up visit, the plumber found no leaks.

Mr. [REDACTED] stated that he has a property manager. He said the plumber came out three (3) times. He, also, acknowledged that he received HUNA alerts from DC Water of high-water usage occurring at the property.

Mr. [REDACTED] testified that he saw no water damage at the property and that dye tests were performed.

Mr. [REDACTED] stated that his plumber kept sending a report reflecting \$0 charge.

Mr. [REDACTED] stated, a year ago, the plumber did fix something regarding a toilet part but he did not submit a plumber's report to the utility. He stated that DC Water came out to the property about September 2021 and conducted an underground inspection. The property owner stated that he was told by the DC Water service technician that the problem was inside of the property.

Mr. [REDACTED] stated that his tenants are not paying their rent.

He stated that he obtained tenant rent assistance for the upstairs tenant in November. He added that the water bill for the property is higher than the property mortgage. He stated that he does not know how a water bill can be over \$1,000.00 per month and that his tenants have not been paying rent.

Mr. [REDACTED] complained that he has gone weeks without any response from DC Water. He asserted that he does not know what the problem is causing the high usage and he cannot afford to pay the bill charges.

Ms. Andrews testified that the meter reads from the property are actual and were sent by signal from the water meter to a data collector unit on a tower in the City. She stated that DC Water pulled the water meter at the property on April 25, 2022 and the meter was tested. She stated that the water meter was determined to have 96.35% accuracy. Ms. Andrews explained that DC Water follows the standards set by the American Water Works Association and pursuant thereto, accepted meter accuracy is 98.5% to 101.5%. She stated that the water meter in this instance was determined to be registering below accepted range of accuracy, meaning less water was registering on the water meter than was actually being used by the customer. Ms. Andrews pointed out that, pursuant to 21 DCMR §405.5, the utility only adjusts a customer's account in instances of meter overread and no account adjustment is made when a meter is under reporting water usage.

Ms. Andrews asserted that a water meter cannot auto-repair and that a water meter only advances when water is being used.

Ms. Andrews stated that DC Water was at the property on September 15, 2021 for an equipment check, not to conduct an underground inspection. She stated that the service technician who came to the property found the transmitted meter read to be in-line with the reading on the water meter and that the water meter was registering. She stated that the service technician took pictures of the water meter while on-site. She stated that an underground inspection was performed on January 10, 2022 and registration was found on the water meter. She stated that the service technician closed the CC. She stated that the leak was determined to be inside the property beyond the inside service valve.

Ms. Andrews stated that the January 13, 2022 dated plumber's report provided by the customer did not include any information.

Ms. Andrews asserted that high usage continues to be on-going at the property and she suggested that the customer hire a new plumber.

Ms. Andrews testified that DC Water's investigation of the customer's dispute found no evidence of meter overread, faulty computation, doubtful meter registration or meter malfunction.

Ms. Andrews added that DC Water is not performing internal audits of customer properties.

Ms. Andrews reiterated her suggestion that the customer hire another plumber and she stated that the new plumber might have a new perspective.

Ms. Andrews stated that the customer has disputed other bills, however he only sent a Petition for Administrative Hearing regarding this one instance.

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

FINDINGS OF FACT

1. The property involved is a row house with an in-law suite in the basement. (Testimony of [REDACTED])
2. Mr. Chere moved out of the property in year 2013 and the property is now rented. (Testimony of [REDACTED])
3. The property owner is experiencing difficulties with his tenants paying their rent. (Testimony of [REDACTED])
4. The period in dispute is December 16, 2021 to January 18, 2022. (Testimony of the parties)
5. The customer has experienced high water usage at the property for an extended period starting 9 or 12 months prior to the bill at issue. (Testimony of [REDACTED])
6. DC Water sent HUNA alerts to the customer advising of high-water usage occurring at the property. (Testimony of the parties)
7. The customer testified that he inspected the property and saw no evidence of water damage and dye tests were performed. (Testimony of [REDACTED])
8. The customer testified that he has had plumbers out to the property on three (3) occasions and that the plumbers fixed minor things regarding toilet/shower and he stated that a plumber fixed something regarding toilet parts, however, he did not submit a plumber's report to DC Water regarding any repairs performed at the property. (Testimony of [REDACTED])
9. The customer stated that the last plumber out to the property found no leaks. (Testimony of [REDACTED])
10. The plumber's report submitted to the utility by the customer did not state any work/inspection performed and reflected \$0 charge. (Michael & Son plumbing invoice dated January 13, 2022)
11. DC Water tested the water meter and the water meter was determined to have 96.35% accuracy which is below the accepted standard for water meter accuracy as established by the American Water Works Association and as accepted by DC Water. (Testimony of Arlene Andrews)

12. DC Water conducted an equipment check at the property on September 15, 2021 and the service technician verified the electronically sent meter read and found the meter read to be in-line with the read on the water meter. The service technician found the water meter to be registering water usage and the service technician took pictures of the water meter. (Testimony of Arlene Andrews)
13. DC Water conducted an underground inspection at the property on January 10, 2022 and registration was found on the water meter. The service technician determined that a leak was inside of the property beyond the inside service valve. (Testimony of Arlene Andrews)
14. DC Water's investigation of the customer's dispute found no evidence of meter overread, faulty computation, doubtful meter registration or meter malfunction.
15. DC Water has suspended all internal inspections of customer properties due to Covid-19 restrictions/concerns and suggested that the customer hire another plumber to inspect the property in an effort to locate the leak. (Testimony of Arlene Andrews)

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.

4. 21 DCMR §407.2 states, in part, If the investigation discloses a leak, other than a meter leak, of indeterminate location in the underground service, or at some other location where the leak is not apparent from visual or other inspection, the General Manager shall determine whether the leak is on public space, on private property, on property that is under control of the occupant, or the result of infrastructure for which the owner or occupant is responsible for maintaining and repairing.
5. If, pursuant to §407.2, the leak is determined to have been caused by the Authority or is determined to be the result of infrastructure for which the Authority is responsible for maintaining and repairing, the Authority shall repair the leak and the General Manager shall adjust the bill to equal the average consumption of water at the same premises for

- up to three (3) previous comparable periods for which records are available. If the leak is determined to have been caused by owner or occupant, no adjustment shall be made. (21 DCMR §407.3)
6. If, pursuant to §407.2, the leak is determined to be on private property or on property that is under the control of the owner or occupant, or the result of infrastructure for which the owner or occupant is responsible for maintaining and repairing, the owner or occupant shall repair the leak. The General Manager may, at their discretion, upon request of the owner, adjust the disputed bill and any bills issued during the investigation for a period not to exceed (30) calendar days after the issuance of the bill investigation report. (21 DCMR §407.4)
 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. DC Water does not adjust a customer's account in instances of the water meter underreporting water usage occurring a property. (See, 21 DCMR §405)
 9. The property owner is the ultimate responsible party to pay for water and sewer services at a property and the obligation to pay DC Water's water and sewer charges runs with the property where the water services are rendered. See, Euclid Street, LLC v. D.C. Water and Sewer, 41 A. 3rd 453, D.C. Court of Appeals 2012.

DECISION

The customer failed to establish by a preponderance of the evidence that more likely than not the bill in dispute was wrong or due to some other reason, he should not be responsible for its payment.

The testimony and evidence established that the property owner's water and sewer bill has been high over an extended period of time and that the property owner has hired plumbers to come into the property and the plumbers have fixed plumbing issues. The property owner did not submit a plumbing report to established the specific nature of repairs performed at the property and the customer's testimony was vague regarding specifics regarding the nature of repairs and when the repairs were performed, even though the customer did allude to repairs being performed. The customer testified that he did not see water damage and he testified that dye tests were performed; he failed to state the results of the dye tests and when the dye tests were performed and by whom. The plumber's report submitted to the utility by the customer did not state any work/inspection performed and reflected \$0 charge. The customer acknowledged that he received from DC Water HUNA

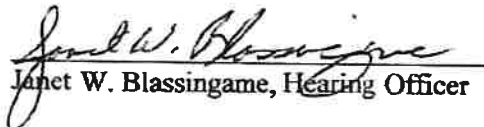
alerts of high-water usage occurring at the property.

DC Water, on the other hand, conducted a meter test of the water meter at the property and the meter was determined to be under-reporting water usage occurring at the property. The utility conducted an equipment check at the property and determined that the meter reads transmitted from the property were in-line with the meter read taken on site at the property. During the equipment check, the DC Water service technician found registration on the water meter. The utility conducted an underground leak inspection at the property and determined that a leak was inside of the property beyond the service valve. Lastly, during its investigation of the customer's dispute, DC Water's found no evidence of meter overread, faulty computation, doubtful meter registration or meter malfunction.

The evidence and testimony established that high water usage was occurring at the property and the specific cause of the high usage has not been found by tests and checks conducted. Pursuant to 21 DCMR §408, when 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 under an exception not applicable in this instance. In this case, however, even though the specific cause of the high-water usage has not been established, DC Water, through its underground inspection, ruled out the existence of an underground leak and determined that the leak was inside of the property.



A property owner is responsible for what occurs inside of his property and, in this case, it was established that the customer has a leak inside of the house. DC Water suggested that the customer hire another plumber to investigate the leak issue. Nevertheless, the utility has shown that its equipment was not the cause of the high-water usage and that the onus lies with the property owner to find and resolve whatever is causing high usage to occur at the property.

Based upon the foregoing, DC Water's determination that the charges are valid and no basis exists for adjustment of the customers' account is correct and accordingly, the determination is hereby AFFIRMED.


Janet W. Blassingame, Hearing Officer

Date: July 14, 2022

Copies to:

Mr. 
 Florida Avenue, NE
Washington, DC 20002

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

IN RE: Estate of [REDACTED]
Brian G. Jones, P.R.
300 West 110th 4E
New York, NY 10026

Service Address:
[REDACTED] Orchid Street, NW

Account No: [REDACTED]
Case No: 22-251985

Amount in Dispute: \$1,864.32

Before Janet W. Blassingame, Hearing Officer
May 19, 2022 – 10:00 a.m.

The customer contested a water and sewer bill for the above account for the period August 20, 2021 to September 21, 2021. DC Water and Sewer Authority (DC Water) determined that the charges were valid and no adjustment of the customer's account was warranted.

This matter was scheduled for a remote hearing on May 19, 2022. Present for the hearing were: Brian Jones on behalf of the Estate of [REDACTED] and, Arlene Andrews on behalf of DC Water. Kimberly Arrington, DC Water, operated the recording equipment.

The property involved was a single-family residence owned by the decedent, [REDACTED], who died in December 2019. The property has been vacant since the death of the owner. The property has two (2) full bathrooms, two (2) half bathrooms, one kitchen, a washing machine., a dishwasher, a utility sink and one outside faucet (turned off from the inside of the house). The water and sewer bill had been less than Ninety Dollars (\$90.00) since the property owner's death. Ms. [REDACTED] was survived by three (3) children who are now preparing for the sale of the house.

[REDACTED] testified that, on June 15, 2021, he and his siblings began preparing the house for sale. He stated that they would meet on the weekends to prep the property. He stated that when the preparation activities started the water bill was One Hundred Dollars (\$100.00) but on August 4, 2021, the water bill rose to One Hundred Eighty Dollars (\$180.00). Mr. [REDACTED] stated that he paid the August 2021 bill.

Mr. [REDACTED] stated that, as of August 16, 2021, DC Water started sending HUNA alerts that there was continuous water usage at the property. Mr. [REDACTED] stated that his brother-in-law went to the property in response to the alerts and he did a top to bottom inspection and found no leaks. Mr. [REDACTED] stated that his brother-in-law is a contractor and has familiarity with plumbing/water matters. He stated that his brother-in-law does tile work and he felt that his brother-in-law knew enough to ascertain if a problem existed at the house. Mr. [REDACTED] said that he did not call a plumber because getting a plumber seem to be an unnecessary expense.

Mr. [REDACTED] testified that he contacted DC Water on August 16, 2021 and received an email informing him that the issue would be resolved within five (5) days.

Mr. [REDACTED] stated that the property was put on the market for sale on September 4, 2021 but that they were still receiving HUNA alerts from DC Water. Mr. [REDACTED] stated that an offer was accepted for purchase of the property on September 23, 2021 and at that time, DC Water was still sending HUNA alerts of water usage occurring at the property. He stated that the buyer obtained an inspection of the property but he does not have the inspection report. He asserted, however, that the buyer did not request that any repairs be performed at the property.

Mr. [REDACTED] stated that the spikes in water usage were reportedly occurring when people were in the house. He asserted that the increased usage was not indicative of activity in the house.

Mr. [REDACTED] stated that DC Water was to perform an underground leak inspection on September 29, 2021 but no one from the utility showed up to do the inspection. Mr. [REDACTED] complained that no one from DC Water contacted him regarding the no-show for the inspection and the utility did not re-schedule the underground inspection.

Mr. [REDACTED] stated that he paid the October 2021 water and sewer bill and, then, the leak stopped. He asserted that the coincidence is too intentional. He wrote in a letter dated February 7, 2022 to DC Water that "It is implausible that there is an actual continual water leakage during the hours of 4am – 12 pm (when no one in in the home) that starts at the timing of our selling the home and stops without inspection, identification or intervention by DC Water at the closure of the home sale."

Mr. [REDACTED] complained that he expected feedback from DC Water to his call and he expected the utility to perform due diligence. He asserted that he does not understand how the high usage stopped without intervention. He stated that he feels that DC Water should have confirmed and rectified the issue as to why such increased usage was happening at the property.

Ms. Andrews asserted that when Mr. [REDACTED] called DC Water on September 16, 2021, he was advised to get a plumber to inspect the property to ascertain what was causing high water usage. She stated that DC Water did not start an investigation until after the customer disputed the bill on October 1, 2021. She testified that DC Water sent eleven (11) HUNA alerts of high-water usage occurring at the property and that the customer was told two (2) times to get a plumber.

Ms. Andrews testified that the meter reads used to bill are actual and based upon automated transmissions from the property. She asserted that no meter overread or faulty computation was found. She stated that DC Water tested the water meter and the meter was determined to have 100.87% accuracy. She explained that DC Water follows the standards of meter accuracy established by the American Water Works Association and that meter are considered accurate if accuracy is between 98.5% and 101.5%.

Ms. Andrews testified that high water usage started at the property on August 11, 2021 which was a Wednesday and that usage declined/slowed as of September 27, 2021 but continuous usage did not stop until October 8, 2021.

Ms. Andrews testified that DC Water was contacted by the new property owner and the new owner said that a basement toilet was found running in the house. The new owner informed the service representative that she shut-off the toilet. Ms. Andrews stated that she spoke with [REDACTED] who was identified as the new buyer of the property and Ms. [REDACTED] stated that she told the previous owner that a toilet was found running around October 8, 2021.

Ms. Andrews stated that she cannot say why DC Water was a no-show for an underground inspection but a service representative did review the account on October 22, 2021 and at that time, water usage at the property had decreased/stopped so a determination was made that the increased usage was controlled at the premises.

Mr. [REDACTED] asked if the meter readings are in real time or delayed and Ms. Andrews responded that meter reads are transmitted hourly.

Ms. Andrews offered that she assumes that people came in to see the house when it was on the market for sale and that a prospective buyer may have used the toilet. Mr. [REDACTED] stated that 4:00 a.m. usage struck in his mind and he asked how this could be so. He added that he did not think of the basement bathroom.

Ms. Andrews cited 21 DCMR §406.2 and pointed out that the utility does not adjust for high water usage caused by a leaking faucet.

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

FINDINGS OF FACT

1. The property involved is a single-family residence and is/was an asset of the Estate of [REDACTED], deceased; a new owner purchased the property in September 2021. (Testimony of [REDACTED])
2. The period in dispute is August 20, 2021 to September 21, 2021. (Testimony of the parties)
3. The deceased property owner's children began preparing the house for sale in June 2021 and they would meet at the house on weekends to do the sale preparation work, otherwise, the property was vacant. (Testimony of [REDACTED])
4. The property was put on the market for sale on September 4, 2021. (Testimony [REDACTED])
5. High water usage occurred at the property from August 11, 2021 to October 8, 2021. (Testimony of Arlene Andrews)
6. DC Water started sending HUNA alerts of high-water usage occurring at the property as of September 16, 2021 and, in total, eleven (11) HUNA alerts were sent. (Testimony of the parties)

7. DC Water recommended on two (2) separate occasions that the Personal Representative of the estate hire a plumber to inspect the property to ascertain the source/cause of high-water usage occurring at the property. (Testimony of Arlene Andrews)
8. In response to the HUNA alerts, the Personal Representative of the estate enlisted the aid of his brother-in-law to inspect the property and no leaks were detected. The enlisted inspector had experience in tile work and the Personal Representative made a determination that he had sufficient knowledge to inspect the property and the cost of a licensed plumber was an unnecessary expense. (Testimony of [REDACTED])
9. DC Water tested the water meter and the meter was determined to have 100.87% accuracy. (Testimony of Arlene Andrews)
10. In its investigation of the dispute, DC Water found no evidence of meter overread or faulty computation of the customer's bill. (Testimony of Arlene Andrews)
11. In a phone conversation with the new property owner, Arlene Andrews (DC Water) was told by the new owner, who is identified as [REDACTED], that a running toilet was found at the property on about October 8, 2021 and that the new owner turned-off the toilet. Ms. [REDACTED], further, informed the DC Water service representative that she informed the previous owner (the sellers) of finding the running toilet and of her action in turning-off the toilet. (Testimony of Arlene Andrews)

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 Petitioner in this matter failed to prove that more likely than not the bill in dispute was wrong or for some other reason, the estate was not responsible for payment.

The Petitioner testified that he enlisted his brother-in-law to inspect the property for leaks and that no leaks were found. The brother-in-law had a background in tile work and the Petitioner determined that his brother-in-law had sufficient knowledge to inspect and determine any cause of high-water usage. The Petitioner, further, decided that the hiring of a plumber was an unnecessary expense.

There was no dispute that DC Water sent HUNA alerts to the Petitioner advising that high water usage was occurring at the property and, even, after the brother-in-law failed to find any leaks, the HUNA alerts continued to be received. Ultimately, after the property was sold to a new owner, the new owner advised that she found a running toilet in the house and turned the toilet off. The testimony and evidence presented confirmed that the high-water consumption that

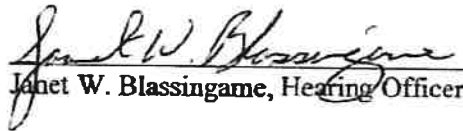
had been occurring at the property stopped as of October 8, 2021 which coincided with the date given by the new owner as to when she turned-off the running toilet found in the house.

Additionally, DC Water presented testimony and evidence that it tested the water meter from the property and the meter test reflected that the water meter was performing within accepted meter accuracy perimeters. DC Water, also, investigated the dispute and found no evidence of meter overread or faulty computation.

Based upon the testimony and evidence, the Hearing Officer determines that the preponderance of evidence is that more likely than not the increased water usage was caused by the faulty toilet found and turned-off by the new property owner.

Pursuant to 21 DCMR §406, DC Water is barred from adjusting a customer's account for excessive water consumption when such consumption is caused by a leaking faucet, household fixture, such as a toilet, or similar leaks in the residence or property.

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


Janet W. Blassingame, Hearing Officer

Date: July 14, 2022

Copies to:

Brian Jones, PR
Estate of [REDACTED]
300 West 110th NE
New York, NY 10026

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

IN RE: [REDACTED]

Washington, DC 20016

Service Address:
[REDACTED] Wisconsin Avenue, NW

Account No: [REDACTED]
Case No: 22-19820

Dates and Amounts in Dispute:

7/2/20 – 8/3/20 = \$ 3,384.74

8/4/20 – 9/1/20 = \$ 2,174.67

Before Janet W. Blassingame, Hearing Officer
July 29, 2022 at 10:00 a.m.

The customer contested a water and sewer bill for the above account for the period of times noted above. The DC Water and Sewer Authority (DC Water) determined that the charges were valid and no adjustment of the customer's account was warranted. The customer requested an administrative hearing.

This matter was scheduled for a remote hearing on July 29, 2022. Present for the hearing were: [REDACTED]; and, LaFatima Black and Kimberly Arrington, on behalf of DC Water.

The property involved is a single-family house, having two (2) full bathrooms, two (2) half-bathrooms, one kitchen, a dishwasher, a washing machine and one outside faucet. The property was vacant during the periods in dispute and had been vacant for one and one-half (1 ½) years. Mr. [REDACTED] stated that when the property is occupied, the water and sewer bill averages \$120.00 per billing cycle.

Mr. [REDACTED] testified that a neighbor telephoned him informing him that there was water in the backyard of the house. Mr. [REDACTED] testified that he went to the property and discovered that someone had been living in the basement of the house without his knowledge or authorization. He stated that the person was arrested. Mr. [REDACTED] further, stated that he was told that a guy was using the outside faucet of the house to wash himself.

Mr. [REDACTED] testified that, because of the Covid-19 pandemic, he would go over to the property once per week and he stated that he would go inside of the property.

Mr. [REDACTED] stated that when he received a water and sewer bill for \$2,700.00, he told DC Water that it had made a mistake. He stated that the service representative told him that he would be receiving a bill for \$3,000.00. Mr. [REDACTED] stated that when he did, in fact, receive that bill for \$3,000.00, he telephoned the utility.

Mr. [REDACTED] complained that, prior to sending him such a large bill, the utility did not send him an alert of high-water usage occurring at his property. Mr. [REDACTED] admitted that he did not know if he ever signed-up for DC Water alerts of high-water usage. He stated that he has owned the property for forty-two (42) years and does not remember his actions with the utility over the years.

Mr. [REDACTED] clarified that when water was found in the yard of the property and when a man was discovered living in the basement such events were not at same the time but occurred on different occasions. Mr. [REDACTED] stated that the man found in the house had gained access thru the basement. He stated that when water was found in the yard, he did not find water running but only saw standing water in the yard. Mr. [REDACTED] stated that he did not take any measure to turn-off the water in the house.

Mr. [REDACTED] stated that DC Water changed the water meter at the property in year 2020 after the bills in dispute were sent to him.

On cross-examination, the property owner was asked whether he was told, when the trespassing case was in DC Court, that he could get damages from the defendant. Mr. [REDACTED] stated that he did not pursue suing the trespasser.

Ms. Black testified that the water meter readings from the property are actual. She, further, testified that there was a spike in water usage at the property from July 5, 2020 to August 20, 2020.

Ms. Black asserted that Mr. [REDACTED] admitted to a DC Water Service Representative that he found water running at the hose bib and that there were squatters found at the property. She, further, asserted that Mr. [REDACTED] is responsible for the water and sewer charges.

Ms. Black stated that the water meter at the property was changed in February 2020.

Ms. Black stated that the property owner received an Investigation Letter reflecting an incorrect amount due to the utility; she stated that DC Water has corrected the Investigation Letter.

Mr. [REDACTED] stated that the house was vacant and that he is not responsible for water used. He, also, reasserted that DC Water did not notify him of high water occurring at the property. Ms. Black responded that Mr. [REDACTED] was not enrolled in HUNA, the DC Water high-water usage notification program.

Ms. Black stated that Mr. [REDACTED] contacted DC Water regarding September 2020 bill. She stated that the bill was dated 9/15/2020. She stated that the bill period ending on August 3rd was billed on August 12th.

Ms. Black stated that the customer enrolled the property in HUNA on September 22, 2020. She stated that the utility had no contact information for Mr. [REDACTED] prior to the enrollment of the property in HUNA.

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

FINDINGS OF FACT

1. The property involved is a single-family house owned by [REDACTED] (Testimony of [REDACTED])
2. The period in dispute is 7/2/2020 to 9/1/2020. (Testimony of the parties)
3. During the period in dispute, the property owner did not have a tenant in the property and believed the property to be vacant, however, he found out that there was a squatter in the basement and a man was using the outside hose bib to wash himself. (Testimony of [REDACTED])
4. The property owner observed standing water in the backyard of the property. (Testimony of [REDACTED])
5. High water usage occurred at the property from July 5, 2020 to August 20, 2020. (Testimony of LaFatima Black)
6. DC Water billed the customer based upon actual meter readings from the property. (Testimony of LaFatima Black)
7. The customer was not enrolled in HUNA during the period in dispute; the customer did enroll in HUNA on September 22, 2020. (Testimony of LaFatima Black)

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. The property owner is the ultimate responsible party to pay for water and sewer services at a property and the obligation to pay DC Water's water and sewer charges runs with the property where the water services are rendered. (See, Euclid Street, LLC v. D.C. Water, A. 3rd 453, D.C. Court of Appeals 2012)

DECISION

The customer has the burden of proof of showing that more likely than not the bills in dispute are wrong or for some other reason, the property owner should not be held responsible of payment. In this case, the property owner is/was unable to meet the burden of proof,

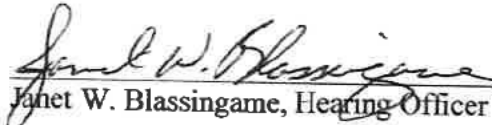
The property owner in this matter discovered a squatter occupying his property. He discovered standing water in the backyard of the property. And, he was informed that a man was using the outside hose bib to wash himself. The customer testified that the squatter was arrested but he, also, testified that he did not seek damages from the individual found to be unlawfully residing in his property and the customer stated that he did not take any action to turn-off water at the outside hose bib upon learning that someone was using the water at the property.

The property owner disclaimed financial responsibility for water used at his property and he disputed the water and sewer charges incurred. He argued that the water was consumed by a

squatter/trespasser. There was no evidence or testimony that the water used was caused by a leak or that the charges were incorrect. Moreover, the property owner failed to cite any basis under the D.C. Municipal Regulations which would absolve him of responsibility for payment of the water and sewer charges.

The property owner testified that he visited the property on a weekly basis and that he would go into the property. Despite such visits by the property owner, a squatter was able to live in the basement of the property and someone was using the outside water. The property owner testified that he did not seek damages from the persons occupying the property and using the water. As such, the property owner is the ultimate responsible party to pay for water and sewer services at a property and the obligation to pay DC Water's water and sewer charges runs with the property where the water services are rendered. (See, Euclid Street, LLC v. D.C. Water, A. 3rd 453, D.C. Court of Appeals 2012) DC Water provides water and sewer services to properties and it does not in any way involve itself in matters pertaining to third party liability to a property owner for water use. As noted above, water and sewer charges run with the real property and the property owner is the ultimate party responsible for payment of the utility bill. DC Water has no responsibility to look further than the property owner for payment of the water and sewer bill.

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


Janet W. Blassingame, Hearing Officer

Date: Sept 2, 2022

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