

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

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

Account No: [REDACTED]

Amounts and Periods In Dispute:

1/14/2022 – 2/11/2022	\$ 91.12
8/12/2022 – 9/14/2022	\$ 86.94
9/15/2022 – 10/14/2022	\$ 91.29

Case No: 22-503462

Case No: 23-34769

Case No: 23-54903

Before Janet W. Blassingame, Hearing Officer
March 8, 2023 at 12:00 Noon

The customer contested water and sewer bills for the above noted periods of time. 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 8, 2023. Present for hearing were: [REDACTED] the customer, represented by Steven Dudek, Esq., Office of People's Counsel (OPC); Valea Valentine, Customer Outreach Specialist, Water Services Division, OPC; LaFatima Black, DC Water; Kimberly Arrington, DC Water; and, Stephanie Robinson, DC Water, observing only.

Mr. Dudek opened by stating that his client has been dealing with this issue for over one year, having challenged his bill in January 2022. Mr. Dudek stated that the issue arose as a result of a neighborly conversation which led his client to believe that he was being overcharged for water and sewer service. Mr. Dudek stated that the first challenge took six (6) months.

The property involved is a home, having two (2) bathrooms, one kitchen, radiators, a washing machine and two (2) outside spigots. Mr. [REDACTED] stated that he has a dishwasher but the dishwasher is broken. He stated that he has lived in the house since March 2021 and that two (2) people reside in the house.

Mr. [REDACTED] testified that over the first six (6) month of his occupancy, his water and sewer bills were inconsistent. He stated that: his April 2021 bill was \$50.00; in July 2021, his bill was \$80.00; in August 2021, his bill was \$98.00; in September 2021, his bill was \$109.00; and, in October 2021, his bill was \$121.00. Mr. [REDACTED] stated that in year 2022, his water and sewer charges ranged between \$90.00 and \$95.00 per billing cycle.

Mr. [REDACTED] stated that during his first six (6) months in the home, he was asking around of neighbors to gauge what was normal. He stated that a neighbor told him that his bill was around the same range or lower but a neighbor around the corner told him that for his family of four (4), his bill was the same or lower than Mr. [REDACTED]'s charges.

Mr. [REDACTED] stated that after his February bill challenge, DC Water was quick and he called the utility in July and DC Water acknowledged his dispute.

Mr. [REDACTED] testified that he wanted to make sure that he had no unintended leaks, so he checked the water account when no one was home and he looked at the daily water usage chart on the DC Water website.

The customer stated that he conserves water by not leaving water running while brushing his teeth or showering. He stated that he takes no tub baths. He stated that all faucets have aerators and he uses simple shower heads. He added that as a preventive measure, he had a plumber change the shower heads.

Mr. [REDACTED] stated that he was not aware that DC Water changed his water meter. He added that he does not know the accuracy of the water meter. He stated that he works from home and did not know when a technician came to change the meter.

Mr. [REDACTED] stated that he received the BIR regarding his February bill dispute in August 2022 and he contested the later bills.

Mr. [REDACTED] stated that he saw no usage on the meter when he was not home.

The customer stated that the family of four (4) has a baby and a toddler, two and one-half bathrooms and they use their tub, whereas he does not.

Ms. Black stated that the meter reads are actual and from an automated water meter. She stated that DC Water pulled the customer's water meter and tested it on September 27, 2022. The meter was determined to have 100.64% accuracy. She explained that DC Water follows the standards of water meter accuracy established by the American Water Works Association and that a water meter is functioning accuracy if between 98.5% and 101.5%.

Ms. Black pointed out that the customer has disputed his bill since installation of the new water meter in September 2022. She pointed out that customer is disputing the bill period 9/25/2022 to 10/14/2022. Ms. Black testified that the water meter installed at the property in September 2022 was tested by DC Water in December 2022 and the water meter was determined to have 100/25% accuracy.

Ms. Black stated that DC Water received a plumber's report from the customer that reflected that two (2) toilet flappers were changed at the property on June 21, 2022.

Ms. Black testified that DC Water investigated the customer's bill disputed and no evidence of meter overread, meter malfunction or faulty computation was found.

Ms. Black stated that the customer's usage range is 3 – 4 CCF and couple of days higher in a month.

Ms. Black stated that it is the conclusion of the utility that the findings are inconclusive.

Ms. Black stated that the customer's current water usage is elevated as reflected in his January 2023 and she pointed out that from December 29, 2022 to February 13, 2023, the customer used 10.64 CCF of water.

Ms. Arrington stated that in September 2022 when the meter was changed, DC Water estimated the customer's water usage for two (2) days at .29CCF due to the change out. She stated that the utility reversed the bill to account for the new meter and that the bill for December reflects two (2) meters.

Mr. Dudek pointed out that a customer has twenty (20) days to challenge a bill but DC Water has no time limit to investigate. Ms. Arrington responded that the utility says that it will investigate within thirty (30) days and that customers are also told to pay on-going bills. She added that automated meter reads allow the utility to see everything that went on with the account. Mr. Dudek asked Ms. Arrington, whether DC Water should comply with its promise of a thirty (30) day investigation. Ms. Arrington responded that during the pendency of the investigation, the customer does not have to pay the disputed bill. Mr. [REDACTED] asked Ms. Arrington how will he know if the water meter is measuring correctly in his home environment. Ms. Arrington responded that if a water meter had malfunctioned, the meter does not self-correct. She stated that the utility does not send technicians to home to measure water usage and that utility determines if a meter is measuring correctly by testing the meter. Ms. Arrington added that the customer's water usage has been the same over years.

Mr. [REDACTED] stated that he wants to test the meter using the 5-gallon bucket test. Ms. Arrington responded that the dial of the water meter does not move at five (5) gallons.

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 residence occupied by two (2) people. (Testimony of [REDACTED])
2. The periods in dispute are: 1/14/2022 – 2/11/2022; 8/12/2022; and 9/15/2022 – 10/14/2022. (Testimony of the parties)
3. The bill disputes were based upon conversations that the customer had with neighbors which lead him to believe that his water and sewer charges were too high. (Testimony of [REDACTED])
4. The customer monitored his water usage as displayed on his account on the DC Water website and he checked if water was registering on his meter when no one was at home. (Testimony of [REDACTED])
5. The customer submitted to DC Water a plumber's report which reflected that two (2) toilet flappers were changed at the property on June 21, 2022. (Testimony of LaFatima Black)
6. The customer's water bill has ranged between \$50.00 to \$121.00 since occupancy began in year 2021 and during the periods in dispute, the customer's water bills have ranged between \$86.94 to \$91.29. (Testimony of [REDACTED])

7. The customer takes steps to conserve water usage within the home. (Testimony of [REDACTED])
8. DC Water pulled and tested the water meter on September 27, 2022 and the meter was determined to have 100.64% accuracy. (Testimony of LaFatima Black)
9. DC Water pulled and tested the water meter which was placed at the property on September 27, 2022 and based on the test performed on January 26, 2023, the water meter was determined to have 100.25% accuracy. (Testimony of LaFatima Black)
10. DC Water investigated the customer's bill disputes and, in each instance, found no evidence of meter overread, faulty computation of the bills, or meter malfunction. (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. 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;
 - (g) If feasible, check the premises for leaking fixtures, underground invisible leaks, and house-side connection leaks;
 - (h) Check the meter for malfunction;
 - (i) Check the water-cooled air conditioning system, if any, for malfunction; and
 - (j) Make a reasonable investigation of any facts asserted by the owner or occupant which are material to the determination of a correct bill.

See, 21 DCMR 403.

DECISION


The customer, in this case, failed to establish that the bills in dispute were wrong or for some other reason he should not be responsible for payment.

This matter arose because the customer developed the impression, based upon conversations with his neighbors, that his water and sewer charges were too high based upon his house composition of two (2) people and his water conservation efforts. The testimony and evidence reflected no spikes in water usage, no leaks, or other plumbing issues, except that the customer did have two (2) toilet flappers replaced in the home.

DC Water conducted investigations of the customer's disputes and as result of the investigations, the utility found no evidence of faulty computation of the customer's bills, meter malfunction or meter overread.

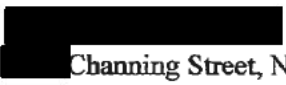
Interestingly, based upon testimony by the DC Water representative, the customer is currently using more water than he has during the periods in dispute and throughout his occupancy thru December 2022. The customer's historical water usage has ranged between 3 and 4 CCF of water per billing cycle, however, his January and February 2023 bills, which are not bill periods in dispute, the customer used 10.02 CCF and 10.64 CCF of water, which would be a spike in water usage and may reflect some plumbing issue occurring at the property. During the periods in dispute, however, there is no evidence of any plumbing issue at the property and there is no evidence of DC Water equipment malfunction or billing errors. Comparing one's billing to that of neighbors' bills in totally different households- different occupancy, different appliances, different water usage habits, etc. provides no basis for adjustment of a customer's bill(s).

Accordingly, the determination of DC Water that the bills in dispute are correct and no basis exists for adjustment of the customer's account, hereby, AFFIRMED.


Janet W. Blassingame, Hearing Officer

Date: May 18, 2023

Copy to:


Channing Street, NE
Washington, DC 20002

Steven Dudek, Esquire
Office of People's Counsel
1133 15th Street, NW, Suite 500
Washington, DC 20005-2710

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

IN RE: [REDACTED]

Embassy of Greece
2217 Massachusetts Avenue, NW
Washington, DC 20008

Service Address:
[REDACTED] Massachusetts Avenue, NW

Account No: [REDACTED]
Case No: 22-605641

Periods and Amounts in Dispute:
7/2/2022 – 8/1/2022 \$2,073.63
8/2/2022 – 8/30/2022 \$2,892.87

Before Janet W. Blassingame, Hearing Officer
March 1, 2023 at 10:00 A.M.

The customer contested water and sewer bills for the above noted periods of time. 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 1, 2023. Present for hearing were: [REDACTED], Deputy, Chief of Mission, Embassy of Greece; [REDACTED], Member of Staff of the Embassy of Greece; [REDACTED], Finance Department, Embassy of Greece; Kimberly Arrington, DC Water; LaFatima Black, DC Water, and Stephanie Robinson, DC Water (observing only).

The property involved is a single-family home which is used as the residence of the Ambassador for the Country of Greece. The property has been rented by the Embassy of Greece for the Ambassador's residence since year 2016 and the current ambassador has resided in the home since year 2020. The property has nine (9) bathrooms, radiators, one kitchen, an additional sink in the sunroom and one outside faucet. Official embassy events/functions are held at the residence. There is a maid at the property once or twice a week. Historically, the water and sewer bill ranges between One Hundred Dollars (\$100.00) and Three Hundred Fifty Dollars (\$350.00) per billing cycle, however in December the bill was Five Hundred Sixty-three Dollars (\$563.00).

Mr. [REDACTED] testified that the Embassy has never had a problem regarding a water and sewer bill for decades. He stated that the bills at issue were received end of July and August 2022. He stated that upon receipt of the first bill, he immediately contacted the utility and he also went to the ambassador's residence to inspect for any water issue but he found nothing amiss. He stated that he contacted the leasing company for the property and a plumber came out on September 27, 2022. Ms. [REDACTED] interjected that she had been in Greece when the bill arrived at the Embassy and she returned to the United States on August 8, 2022. She stated that she was told by the utility that the high usage stopped on August 17, 2022.

Ms. [REDACTED] stated that traditionally the embassy staff go on holiday in mid-July to mid-August each year. She stated that she started her job in the Finance Office of the Embassy after holiday and that the prior staff member in the job left employment as of July 28, 2022.

The Hearing Officer interjected that she saw in the record that a HUNA alert was sent by DC Water to telephone number 949-xxx-xx92. Ms. [REDACTED] responded that the telephone number on record with the utility is that of the property owner and was attached to the account when the water and sewer account was originally established. She stated that the residence was once the Embassy of Costa Rico.

Mr. [REDACTED] continued stating that he found no evidence of water in the residence. He stated that the ambassador was away from the property from July 29, 2022 to September 6, 2022. He stated that a telephone call was received at the Embassy from the United States Secret Service on August 4, 2022 informing of an alarm transmitting at the residence. Mr. [REDACTED] stated that he, along with three (3) secret service officers, went to the ambassador's residence and they checked all floors including the basement and they saw no leak or standing water.

Mr. [REDACTED] testified that during the time of the bills in dispute, the residence was empty except for the housekeeper coming to check on the property.

Mr. [REDACTED] stated that the leasing company inspects the property maybe once per year although he was unsure when the inspection was done in year 2022. He stated that the leasing company representatives are inspecting/checking the smoke alarms.

Ms. [REDACTED] stated that the water and sewer bill for the residence in February 2023 was \$164.00 and that the January 2023 bill was \$563.00. She stated that several holiday events had taken place at the residence so the January bill did not arise any concern.

Ms. Black testified that the meter reads were actual based upon transmission taken from an automated water meter. She stated that there was a spike in water usage at the property from July 27, 2022 to August 8, 2022 and thereafter the water usage declined. Ms. Black testified that DC Water tested the water meter on January 26, 2023 and the meter was determined to have 100.20% accuracy. She stated that the utility follows the standard set by the American Water Works Association that water meter accuracy is from 98.5% to 101.5%.

Ms. Black testified that the utility's investigation of the disputed bills found no evidence of meter overread, faulty computation or faulty meter.

Ms. Black concluded that, based upon the utility's investigation, no reasonable explanation was found for the high usage and as such, there is inconclusive findings of the cause of the high usage. She concluded that, pursuant to DCMR 21-§408.1, the customer is not entitled to an adjustment of the bills. She added that the HUNA alert notification has now been changed to go to the Embassy's main number.

Mr. [REDACTED] interjected that they did not respond to the HUNA alert because they did not know of it but he was in the residence on August 4, 2022 and detected no leaks or standing water.

Ms. Black stated that a water meter does not auto correct. She, further, stated that the HUNA alert is an automated system and the alert is sent to the number on file in the customer's account. She stated that because the usage declined, the usage was controlled at the premises. She added that toilets was, mainly, the cause of such high-water usage and she suggested that maybe a toilet flapper did not fall into place properly. She qualified her statements however, stating that she is unable to say how water was used at the property.

Mr. [REDACTED] stated that the ambassador left the residence on July 29, 2022. He added that the average toilet loses 29,600 gallons per month if leaking but the water lose in this instance was far greater.

Mr. [REDACTED] stated that he, on behalf of the Embassy, has acted in good faith and that the Embassy of Greece has been a decades long customer of DC Water.

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

FINDINGS OF FACT

1. The property involved is a single-family home that is rented by the Embassy of Greece for the residence of the Ambassador of Greece. (Testimony of [REDACTED])
2. The periods in dispute are 7/2/2022 to 8/1/2022 and 8/2/2022 to 8/30/2022. (Testimony of the parties)
3. There was a turnover of staff in the Finance Office of the Embassy of Greece in July 2022 and the new staff member assuming the position started the job in mid-August after holiday in Greece. (Testimony of [REDACTED])
4. Traditionally, embassy staff go on holiday from mid-July until mid-August each year. (Testimony of [REDACTED])
5. The Ambassador of Greece for the United States was away from the ambassador's residence, for holiday, from July 29, 2022 until September 6, 2022. (Testimony of [REDACTED])
6. There was a spike in water usage at the residence from July 27, 2022 until August 8, 2022 and, then, water usage declined. (Testimony of LaFatima Black)
7. In the ambassador's absence from the residence, a maid had access to come in to check the house and a key was available to Embassy staff. Mr. [REDACTED] was in the residence on, at least, two occasions. Mr. [REDACTED] checked the house for water issues after receipt of water and sewer bill on August 16, 2022. He stated that he saw no evidence of leaks or water and contacted the leasing company who sent a plumber on September 27, 2022 to inspect the property. Mr. [REDACTED] was, also, in the residence on August 4, 2022 in response to notification by the U.S. Secret Service of an alarm at the residence. He stated that he went into the residence along with Secret Service agents and inspected all the

- rooms and did not see any standing water or leaks. (Testimony of [REDACTED] Letter by [REDACTED] to DC Water dated August 17, 2022)
8. DC Water sent HUNA alerts of high water usage occurring at the property on July 28, 2022, July 31, 2022, August 3, 2022, August 8, 2022 and August 9, 2022, however, the telephone number on file with the utility was not up-to-date, having been put on file for HUNA notifications when the account was initially established and not updated when the Embassy of Greece assumed possession/occupancy of the property. HUNA alerts went to a telephone number unconnected to the Embassy of Greece. (Testimony of [REDACTED] and LaFatima Black; DC Water Interaction Notes)
 9. The Thomas E. Clark Plumbing, Inc. sent a plumber to the residence for a service check on September 27, 2022 and no toilets were found to be running and all other plumbing fixtures and hose bibbs were determined to be operating in good condition. (Testimony of [REDACTED] Plumber's report by Thomas E. Clark Plumbing, Inc. dated September 27, 2022)
 10. DC Water tested the water meter and the water meter was determined to have 100.20% accuracy. (Testimony of LaFatima Black)
 11. DC Water investigated the customer's dispute and the investigation revealed to evidence of meter overread, faulty computation, or faulty water meter. (Testimony of LaFatima Black)
 12. Because the water usage declined, DC Water determined that an underground leak was not the cause of high water usage at the property with respect to either bill in dispute because such a leak requires repair before the usage will decline. (DC Water Investigation Reports dated September 26, 2022 and November 2, 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. 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

In this case, the customer established a prima facie case that more likely than not the bill in dispute was wrong, however, on rebuttal, DC Water provided testimony and evidence that overcame the customer's prima facie case and, ultimately, the weight of the evidence favored the utility.

The customer's representatives testified that the Ambassador was away from the property, on holiday, during the periods in dispute and that persons having access to the residence and were inside of the residence during the ambassador's absence did not observe any signs of water leak or standing water within the residence. Additionally, a plumber's report was submitted and the inspecting plumber indicated that there was no evidence of leaks or faulty plumbing at the residence.

DC Water conducted its investigation of the bills in dispute and found no evidence of faulty meter, meter overread or faulty computation of the bill. The utility ruled out the existence of an underground leak because the high usage declined without necessity of repair, leading the utility to declare that the usage was controlled within the residence. DC Water tested the water meter and the meter was determined to be registering usage within standard at 100.20% accuracy.

The utility had hourly meter reads from the property and it was able to pinpoint when the spike in water usage occurred and declined.

The utility was able to point out that the plumber who inspected the property and found no evidence of water issues, did so after the high usage had declined. The utility pointed out that the spike was from July 27, 2022 to August 8, 2022 and then usage declined, whereas, the plumber was not at the property until September 27, 2022.

The utility's HUNA alert system sent notification of high-water usage occurring at the property during the periods in dispute. The Hearing Officer notes that the Embassy staff was unaware of the alerts sent. The failure of notification, however, was not the fault of the utility but was the result of the customer or leasing company's failure to update the notification contact information with the utility. The utility had no indication that the contact information on file with it for HUNA alerts was out-of-date.

The customer's representatives asserted that the residence was vacant due to the Ambassador being on holiday, however, testimony was such that a maid had access to the property and Ms. Black of DC Water suggested that a toilet could have been the culprit. Moreover, nothing precludes that someone else could have used a toilet which, in turn, ran until

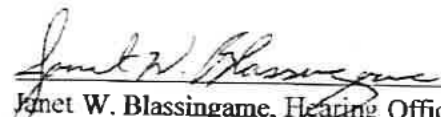
someone else came along to use the toilet again, thus, resulting in prolonged running of a toilet at the property because no one was residing in the house for an extended period.

Lastly, the testimony was such that the Embassy was in large part on holiday during the periods in dispute- mid-July to mid-August, and there was a staff change, as well, during the period causing no one to be aware of the Bill Statement dated August 4, 2022 and, only upon receipt of the Bill Statement dated September 8, 2022, after the staff's traditional holiday period, did someone become aware of the high usage and resulting high billings. By the time that Embassy staff became aware of the problem, the usage had declined.

Ms. Black was only capable of speculating that a toilet might have been the culprit, but, DC Water was able to establish that its equipment was functioning properly and that there was no underground leak causing high usage at the property.


21 DCMR 408 dictates that when all tests and checks are inconclusive, DC Water does not adjust a customer's account for the excessive water usage. In this case, one can only speculate as to the cause of the increased usage and 21 DCMR 408 is applicable dictating that no adjustment is appropriate.

Accordingly, the determination by DC Water that the bill is correct and no adjustment is warranted is hereby **AFFIRMED**.


Janet W. Blassingame, Hearing Officer

Date: May 18, 2023

Copy to


Embassy of Greece
2217 Massachusetts Avenue, NW
Washington, DC 20008

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

IN RE: [REDACTED]
[REDACTED] Oakwood Street, SE
Washington, DC 20032

Account No: [REDACTED]
Case No: 23-90764

Amount In Dispute: \$1,876.71

Before Janet W. Blassingame, Hearing Officer
March 8, 2023 at 10:00 A.M.

The customer contested a water and sewer bill for the period 9/30/2022 to 10/28/2022. 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 8, 2023. Present for hearing were: [REDACTED] the customer, by telephone; and, on-line were Arlene Anderson, Kimberly Arrington, Geneva Parker and Stephanie Robinson, all of DC Water.

The hearing was delayed due to a job emergency of the customer. The hearing started at 10:31 a.m.

The property involved is a duplex residence. The upstairs unit has two (2) bathrooms, a kitchen and a washing machine. The downstairs unit has two (2) bathrooms, a kitchen and a washing machine, as well. Four (4) people occupy the downstairs unit and one person occupies the upstairs unit. Historically, the water and sewer bill has been approximately Four Hundred Dollars (\$400.00) per billing cycle.

Mr. [REDACTED] testified that all the bathrooms in the property were re-done in either year 2021 or 2022.

Mr. [REDACTED] testified that upon receipt of the bill, he did a walk-thru of the property and detected no evidence of a water leak. He stated that Marcus Watson Plumbing did a curtesy walk-thru of the property after Mr. [REDACTED] received the DC Water Investigation Letter.

Mr. [REDACTED] stated that it was his practice to let the tenants notify him of anything wrong in their unit. He stated that the water and sewer bill was \$195.58 in December and that his 84-year-old tenant was hospitalized during the period in dispute. He stated that he received no high-water usage alerts from DC Water but, at the same time, he acknowledged that he was not registered to receive HUNA alerts from the utility. Ms. Andrews interjected that the customer would not have received an alert in this instance because the alerts are triggered by electronic reads and here, the reading was a field read.

Mr. [REDACTED] stated that he does not know where the water meter is located at the property; Ms. Andrews stated that the meter is outside. Mr. [REDACTED] then, asked how often is the water meter calibrated and the Hearing Officer informed the customer that he would have opportunity to question the utility's representative when she presents her case.

Ms. Andrews testified that the meter reads were actual based upon field reads taken by a technician at the property. She stated that the MTU at the property stopped transmitting meter reads in October 2021 and that the MTU was changed on January 30, 2023. She testified that DC Water sent a technician to the property every month to read the water meter. She explained that there are two (2) components- the water meter which registers water usage and the MTU which is an electronic device which transmits the meter read from the water meter to towers located throughout the City.

Ms. Andrews testified that DC Water removed and tested the water meter and the water meter was determined to have 100.66% accuracy. She explained that DC Water follows the standards for water meter accuracy established by the American Water Works Association and that a water meter is considered accurate if reading between 98.5% and 101.5%. She stated that a DC Water technician performed an equipment check at the property on January 30, 2023 and that the technician confirmed the meter reading at the time that the meter was pulled for testing.

Ms. Andrews testified that DC Water conducted an investigation of the customer's bill dispute and the utility found no evidence of meter overread, meter malfunction or faulty computation of the customer's bill. Ms. Andrews stated as a result of the investigation, it is the conclusion of the utility that the findings are inconclusive.

On re-direct, Mr. [REDACTED] questioned whether the meter tested within the American Water Works Association standards and he asked how can a water meter register over 100% accuracy. Ms. Andrews replied that the meter test is based upon three (3) tested water flows wherein the meter is bench tested by pouring five (5) gallons of water thru the meter for each flow. Ms. Andrews confirmed that the MTU was changed and the meter read confirmed on January 30, 2023.

Ms. Andrews explained that there are two (2) types of meter reads- automated and manual. She stated that in this case, the meter read was a manual read and that the read taken by the technician was in-line with the meter read registration on the water meter. She stated that DC Water had a technician read the water meter to confirm the field read. She stated that the meter dial number increases as water is used and if a water meter malfunctions, it would continue to malfunction because water meters are incapable of auto-correction.

Ms. Andrews stated that both the MTU and water meter have been replaced at the property.

Mr. [REDACTED] used the example of a car malfunctioning and pointed out that the car, when at the shop, may not be doing the same thing that manifested the problem. He, further, asserted that there was no opportunity to use the amount of water charged to the account. Ms. Andrews responded that she could not tell what was happening inside the property when the usage

occurred but a toilet may have been running and that is one way that the usage may have occurred. She stated that when toilets run, one may not see or hear water running and one will not see evidence of water within the property. Mr. [REDACTED] countered that the toilets are brand new within the property and that a plumber told him that such things as a running toilet happen at the end of life of a toilet. Ms. Andrews suggested that because the tenant was hospitalized during the period in dispute, maybe, a toilet was used and the flapper stuck, or, even, that each toilet in the upstairs unit may not be used regularly or used at all and a flapper may have stuck.

Ms. Andrews testified that a service technician was at the property for the purpose of taking manual service reads on September 29, 2022 and October 28, 2022. She stated that the bill dated 10/4/2022 reflected 7.7 CCF of water used and when the technician was out to the property on September 1, 2022, the meter read was 98921. She stated a service technician read the meter on 10/28/2022 the meter reflected that 108.51 CCF of water had been used and the meter read was 110530. She added that the water usage as of 11/30/2022 was 8.96 CCF and the meter read was 111426.

Ms. Andrews stated that the customer had no way of knowing that the MTU was not working because the technician was going to read the water meter each billing period and there was no issue with the meter reads. She stated that DC Water does not have a timeline for MTU replacement.

Mr. [REDACTED] complained that he had no way of knowing that high usage was on-going at the property because the MTU was not operating. He asserted that it was too late for him to do anything by the time that the bill was received notifying him that high usage was occurring at the property. He stated that the utility put him in a very compromising position when it did not give him notice of high usage occurring at the property. He complained that all DC Water was doing was to stick with the bill and say that its equipment is good.

Ms. Andrews stated that HUNA is a courtesy to customers.

Mr. [REDACTED] stated that he had no way to get a heads up regarding the usage occurring at the property until he received the bill.

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 duplex residence with an upper and a lower-level unit. Both units are monitored by the same water meter. (Testimony of [REDACTED])
2. The period in dispute is 9/30/2022 to 10/28/2022. (Testimony of the parties)
3. The MTU stopped transmitting meter reads from the property as of October 2021. (Testimony of Arlene Andrews)
4. DC Water sent a service technician each month to obtain a meter read at the property. (Testimony of Arlene Andrews)

5. A DC Water technician conducted an equipment check and replaced the MTU and water meter at the property on January 30, 2023. (Testimony of Arlene Andrews)
6. For the billing period ending 9/29/2022, the customer used 7.7 CCF of water. (Testimony of Arlene Andrews)
7. For the billing period at issued the customer used 108.51 CCF of water. (Testimony of Arlene Andrews)
8. For the billing period ending 11/30/2022, the customer used 8.96 CCF of water. (Testimony of Arlene Andrews)
9. Because the MTU was not transmitting, neither the customer nor DC Water had information of high-water usage occurring at the property. The customer had no notice of high-water usage until receipt of the billing statement from the utility and the utility had no knowledge of the high usage until the meter was read by the technician. (Testimony of the parties)
10. The DC Water HUNA alert system is dependent upon electronic transmission of meter reads from a property and because the MTU was not transmitting from the property at issue, no HUNA alert of high-water usage was provided to the customer. (Testimony of Arlene Andrews)
11. During the period in dispute, the customer was not registered with the utility to receive HUNA alerts. (Testimony of [REDACTED])
12. DC Water's HUNA alert system is a curtesy provided to customers and a customer must sign-up for the service and provide to the utility the customer's contact information to receive alerts. (Testimony of Arlene Andrews)
13. The customer was unaware of high-water usage occurring at the property until he received the bill statement. (Testimony of [REDACTED])
14. Upon receipt of the bill statement, the customer did a self-walkthrough of the property and saw no evidence of leaks or standing water. (Testimony of [REDACTED])
15. The customer stated that he was given a curtesy inspection by Marcus Watson Plumbing & HVAC and no plumbing issues were detected; the customer does not have a plumber's statement. (Testimony of [REDACTED])
16. The customer does not have a maintenance schedule for the property but instead, relies upon notice of plumbing issues to be given to him by his tenants and he received no such notice during the period in dispute, however, one of his tenants, as elderly woman, was hospitalized during the period. (Testimony of [REDACTED])
17. DC Water tested the water meter and the meter was determined to have 100.66% accuracy. (Testimony of Arlene Andrews)
18. A water meter cannot self-repair and as such, if the meter were broken during the period in dispute, the meter would have been still broken at the time of testing. (Testimony of Arlene Andrews)
19. DC Water conducted an investigation of the bill dispute and found no evidence of meter overread, faulty computation of the bill or meter malfunction. (Testimony of Arlene Andrews)
20. Neither the utility nor the customer knows the cause of the high usage recorded on the water meter and the usage had declined by the next meter read/billing cycle. (Testimony of the parties)
21. 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 repair and an underground

- leak will not decline until repairs are made. (DC Water Bill Investigation Report dated 1/31/2023)
22. DC Water concluded that the usage was controlled at the premises. (Testimony of Arlene Andrews and the DC Water Bill Investigation Report)

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 in this case was unaware of high-water usage occurring at his property until he received his water and sewer bill for the period at issue. By the time that he received the bill, whatever was causing the high usage could not be detected and the next billing cycle and meter read reflected that water usage at the property was back to normal or had significantly declined.

Based upon the evidence and testimony, the MTU at the property had stopped transmitting meter reads more than a year prior to the period of usage in dispute and that the utility was sending a technician to do a field meter read for billing purposes each billing cycle. DC Water provides a curtesy program known as "HUNA" which is a high-water alert system.

The customer in this case did not receive a HUNA alert of high usage occurring at the property due to two (2) factors- he had not registered for the alert notification and the alert system is dependent upon electronic transmissions by the MTU and the MTU was not operational at the property. The purpose of providing an alert to customers is to give the opportunity to investigate and mitigate water loss in real time when high water usage is occurring at a property. In this case, neither the utility nor the customer had information or knowledge of the usage until after it subsided and the utility lacked the ability to give an alert both due to its equipment not transmitting and the customer's failure to sign-up for the alert program. As such, the absence of HUNA alerts in this matter is inconsequential as to whether the customer is entitled to relief from the disputed bill.


As noted, the customer was not aware any high usage occurring at the property until he received the water and sewer bill and upon receipt of the bill and his inspection for plumbing issues, no plumbing issues were detected. The testimony and evidence was that the high usage declined by the next billing cycle and, as such, by the time that the customer had notice of high-water usage occurring at the property, the high usage was no longer occurring. Thus, the fact that the customer was unable to find any plumbing issues when he investigated for leaks is explainable and expected.

DC Water investigated the bill dispute and, in doing so, tested the water meter and the meter was found in compliance with accuracy standards for a water meter. Also, the utility found no evidence on faulty computation of the bill or error in the meter read. The utility, further, ruled out the existence of an underground leak because the usage declined without need of repair.

Unfortunately, neither the customer nor the utility learned of the high-water usage until it had declined. Likewise, neither the customer nor the utility knows what caused the high usage. The utility was able to investigate and determine that its meter was functioning properly, the meter read was correct and there was no billing error. In instances such as this, DC Municipal Regulation Title 21- §408 dictates that when all tests and checks are inconclusive as to the cause of high-water consumption at a property, there will not be an adjustment of the customer's account for any portion of the excessive usage. DC Water clearly established that its equipment was functioning properly, that it had made no error in billing and that the utility did nothing to cause the high-water usage that occurred at the property. On the other hand, the Personal Representative was unaware of high-water occurring at the property and when he did become aware that high water usage had occurred at the property, the usage had already stopped and the cause could not be detected.



The Hearing Officer finds no fault on the part of the utility or its equipment and, as such, no basis exists to adjust the customer's account. Ultimately, the property owner is responsible for what occurs at his or her property when no fault can be found by the utility. Accordingly, the determination of DC Water that the charges are correct and proper and no basis exists to adjust

the account, is hereby AFFIRMED.


Janet W. Blassingame, Hearing Officer

Date: May 18, 2023

Copy to:


 Oakwood Street, SE
Washington, DC 20032

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

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

Account No: [REDACTED]
Case No: 22-119825

Amount In Dispute: \$3,154.54

Before Janet W. Blassingame, Hearing Officer
March 22, 2023 at 12:00 Noon

The customers contested a water and sewer bill for the period 4/16/2021 to 5/17/2021. 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 22, 2023. Present for hearing were: Arlene Anderson, Kimberly Arrington, LaFatima Black and Stephanie Robinson, all of DC Water. The customers, [REDACTED] and [REDACTED] failed to log-in for the hearing.

The hearing was delayed 30 minutes to allow the customer to log-in for hearing.

At the end of the grace period and the customer had failed to log-in for the hearing or to otherwise call the utility to express any reason for failure to attend the hearing as scheduled. Ms. Arrington, on behalf of DC Water, made an oral request that the dispute be dismissed. In support of the dismissal request, the Hearing Officer was informed that voice mail messages had been left for the customer reminding of the scheduled hearing by both LaFatima Black and Nakeysa Minor, of DC Water, and that the customer confirmed hearing attendance at 9:43 a.m. of the morning of the scheduled hearing.

The Notice of Hearing that was sent to the customer advised that "Failure to appear at your scheduled hearing may result in a default judgment being entered against you." 21 DCMR 415.3

Accordingly, based upon the customers' failure to appear or to request in advance that the hearing be postponed, the motion for dismissal is GRANTED and a default judgment is entered against the customers and the determination that the bill is valid is AFFIRMED.

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

Date: May 18, 2023

Copy to:

[REDACTED] and [REDACTED]
[REDACTED] Kennedy Street, NW
Washington, DC 20011

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

IN RE: [REDACTED]
[REDACTED] Irving Street, SE
Washington, DC 20018

Service Address:
[REDACTED] Kearney Street, NE

Account No: [REDACTED]
Case No: 23-91179

Amounts and Dates In Dispute:
8/16/2022 – 9/16/2022 \$1,100.74
9/17/2022 – 10/18/2022 \$1,665.85

Before Janet W. Blassingame, Hearing Officer
March 24, 2023 at 10:00 A.M.

The customer contested a water and sewer bill for the above noted periods of time. 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 24, 2023. Present for hearing were: [REDACTED], the customer; Kimberly Arrington and Arlene Andrews, on behalf of DC Water; and, Stephanie Robinson, DC Water, observing only.

When the customer had failed to log-on for the hearing by 10:15 a.m., Ms. Arrington telephoned the customer to ensure that he was not having difficulty logging into the hearing. Ms. Arrington successfully reached the customer by telephone and the customer logged into the hearing at 10:17 a.m.

The property involved is a single-family residence which was originally purchased by Mr. [REDACTED] Mother in year 1967. Mr. [REDACTED] stated that his mother died in July 2020 and he was the surviving joint tenant of the property. Mr. [REDACTED] stated that his mother operated both a daycare and a home for mentally challenged individuals, as well as, a home improvement business at the property location. Mr. [REDACTED] stated that the property is no longer used for business(es) and now, his brother, [REDACTED], his brother's son, the customer's daughter, and his grandson, reside in the residence. He stated that the property has three (3) bathrooms, one kitchen, radiators, a washing machine and one outside faucet.

Mr. [REDACTED] explained that during the probate of his mother's estate, the Covid pandemic struck. He stated that he assumed that his brother was taking care of the house until he saw a cut-off notice from DC Water for disconnection of water service for non-payment. Mr. [REDACTED] stated that he paid the utility \$6,500.00 for restoration of water service on July 31, 2022. Mr. [REDACTED]

stated that the water service was off only for one day. Mr. [REDACTED] stated that the water service was on for three (3) months and, then, in October 2022 it was turned back off. Ms. Andrews interjected that the water service was disconnected on November 11, 2022 and re-connected on November 17, 2022. Mr. [REDACTED] stated that at the time of the second disconnection by the utility, the utility bill was being mailed to the service address. He stated that the outstanding amount due for water and sewer service was \$3,500.00 and he was told that 7 – 16 gallons of water were being used at the property per hour and that there had been continuous water usage occurring at the house since March 2022. Mr. [REDACTED] stated that there had been no HUNA alerts. Ms. Andrews stated that there had been collection calls by the utility regarding the outstanding bills. She stated that Mr. [REDACTED] called the utility on October 7, 2022 to discuss the high bill.

Mr. [REDACTED] stated his sister lives four (4) doors from the service address (his mother's house) and that his sister's water and sewer bill is \$80.00 per month. He stated that his mother's water and sewer bill was approximately \$200.00 per billing cycle.

Mr. [REDACTED] stated that Mike Jones, a plumber, was at the property on October 11, 2022.

Mr. [REDACTED] stated that the water and sewer charges at the property were high until January 2023 and then, started decreasing and that the charge has been going downward for three (3) consecutive billing periods. He stated that he has received bills in the amounts of \$200.00, \$180.00 and \$236.00.

Ms. Andrews stated that DC Water changed the water meter at the property on February 2, 2023.

Ms. Arrington stated that water usage started declining on October 22, 2022.

Mr. [REDACTED] stated that the occupants of the house have hybrid schedules. He stated that his daughter and brother are home all day and his brother works at night. He stated that school started back in year 2022. He stated that there is someone at the house all the time.

Mr. [REDACTED] stated that he checked under the sink, the tub valves, and the faucets. He added that the last renovation was done ten (10) years ago but that toilet flappers were changed 5 – 7 years ago. He stated that he changed the toilet flapper upstairs in October 2022 but he did not change the toilet flappers in the basement.

Ms. Andrews recited the most recent billings for water and sewer services as having been:

<u>Bill Date</u>	<u>Charge</u>	<u>Billing Period</u>
10/25/2022	\$1651.85	9/17/22 -10/18/22

11/22/2022	\$ 682.75	10/19/22 – 11/16/22
12/16/2022	\$ 180.31	11/17/22 – 12/13/22
1/18/2022	\$ 236.90	12/14/22 – 1/17/22

Ms. Andrews asserted that the water usage at the property declined as of October 25, 2022. She stated that the customer's most recent bill dated 3/10/23 was in the amount of \$231.59 for the period 2/10/2023 – 3/15/2023.

Ms. Andrews testified that the meter reads are actual and hourly and are transmitted electronically to the nearest tower.

She testified that DC Water tested the water meter and the meter was determined to have 97.23% accuracy which is below accepted standards for water meter accuracy. Ms. Andrews explained that DC Water follows the standards for water meter accuracy established by the American Water Works Association and that a water meter is operating within accepted standard if its accuracy is 98.5% to 101.5%. Ms. Andrews cited DCMR 21- §405.5 and stated that no adjustment is given when a meter is under registering water usage.

Ms. Andrews stated that DC Water had a service technician perform an underground inspection and no underground leaks were detected. The underground inspection was performed on January 30, 2023. She added that because usage declined at the property, such decline is indicative that no underground leak existed.

Ms. Andrews testified that DC Water conducted an investigation of the customer's bill dispute and the investigation disclosed no evidence of meter overread, faulty computation, or, meter malfunction.

Ms. Andrews concluded by asserting that the utility's findings of the cause of the usage were inconclusive. She cited DCMR 21-§408.1 and concluded that the findings did show that the usage was no fault of DC Water and because there was no reasonable explanation of the cause of the high usage, the usage was controlled at the premises and no adjustment of the bill is warranted.

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

FINDINGS OF FACT

1. The property involved is a single-family residence. The matriarch of the customer's family occupied the property and operated several businesses at the property until her death in July 2020. Upon the death of his mother, ownership passed to [REDACTED] as

the surviving joint tenant. The property is occupied by four (4) family members of the decedent. Mr. [REDACTED] is the personal representative of his mother's estate. (Testimony of [REDACTED])

2. The periods in dispute are 8/16/2022 to 9/16/2022 and 9/17/2022 and 10/18/2022. (Testimony of the parties)
3. The Personal Representative does not live in the residence but the water and sewer bill continued to be mailed to the property and the Personal Representative assumed that his brother, who is a resident of the property, was overseeing the property and taking care of the bill(s). (Testimony of [REDACTED])
4. The water and sewer service to the residence was disconnected on two (2) occasions due to non-payment and the Personal Representative interceded and paid the outstanding balance owed to the utility. (Testimony of Bennie Nesbit)
5. DC Water did not have contact information on file for HUNA alert purposes regarding the property. (Testimony [REDACTED])
6. There was continuous water usage registering at the property from March 2022 until usage started declining as of October 2022. (Testimony of [REDACTED])
7. The customer had a plumber inspect the property for leaks on October 11, 2022 and the plumber reported no visible leaks found. (Invoice of Mike Jones Plumbing LLC dated 10/11/2022)
8. The customer acknowledged that toilet flappers were changed in the upstairs bathroom in October 2022. (Testimony of [REDACTED])
9. Since October 2022, water usage has declined. (Testimony of Arlene Andrews)
10. DC Water tested the water meter and the meter was determined to be under registering water usage at the property; the meter accuracy was determined to be 97.23%. (Testimony of Arlene Andrews)
11. DC Water investigated the customer's bill dispute and found no evidence of meter overread, faulty computation or meter malfunction. (Testimony of Arlene Andrews)
12. DC Water conducted an underground inspection and no underground leak was detected. (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 weight of the evidence and testimony is against the customer and in favor of the utility that the bills are correct and the customer is not entitled to an adjustment of the account.

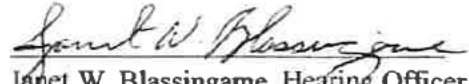
DC Water established, by testing the water meter, that its water meter was functioning below accepted perimeters of meter accuracy and, as such, was registering less water than was being used at the property. The utility, in its investigation of the dispute, found no evidence of faulty computation of the bills or meter overread. The utility ruled out the existence of an underground leak as a possible cause of the excessive water usage by conducting an underground inspection of leaks and finding none. The utility, also, pointed that water usage declined at the property and if an underground leak had been present usage would not have declined.

The evidence and testimony was that the Personal Representative was relying upon his brother, a resident of the property, to oversee the property and take care of the bills, however, on two (2) occasions, water service was disconnected at the property for non-payment. Also, it was established that high water usage had been occurring at the property since March 2022, yet no resident of the property informed the Personal Representative of any plumbing issue. The testimony established that the Personal Representative, apart from having to pay hefty bill arrearages to have water service returned to the property after disconnection, contacted DC Water on October 7, 2022 to discuss the high-water charges. The testimony, further, was that toilet flappers were changed at the property in October 2022, that a plumber inspected the property on October 11, 2022 and water usage at the property began to decline in October 2022. The DC Water representatives cited two (2) different dates of water decline- Ms. Andrews stated that the water declined on October 25, 2022; Ms. Arrington stated that the water started declining on October 22, 2022. Mr. [REDACTED] testified that the water bill started decreasing as of January 2023.

The Hearing Officer is convinced that something was done at the property in October 2022 to cause a decline in water usage. Mr. [REDACTED] testified that toilet flappers were changed in October 2022 but he failed to state a specific date that the plumbing work was performed and he did not identify who did the plumbing work. The plumber who inspected the property on October 11, 2022 wrote that no visible leaks were found and the Hearing Officer questions the wording of the report in that defective toilet flappers could be non-visual...Notwithstanding who corrected the plumbing issue causing the increased water usage, it was clear that something was corrected in October 2022 causing water usage to decline. It was further established that DC Water's equipment did not cause the increased usage and there was no underground leak as a possible cause of the increased usage.

DCMR 21-§408 dictates that when all tests and checks do not reveal a reasonable cause of excessive water usage (inconclusive findings), there will be no adjustment of the customer's account for any portion of the excessive water usage.

Accordingly, the determination of DC Water that the charges are correct and proper and no basis exists to adjust the account, is hereby AFFIRMED.


Janet W. Blassingame, Hearing Officer

Date: May 18, 2023

Copy to:

[REDACTED]
Irving Street, NE
Washington, DC 20018

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

IN RE: [REDACTED]
[REDACTED] 16th Street, NW
Washington, DC 20009

Service Address:
[REDACTED] Gresham Place, NW

Account No: [REDACTED]
Case No: 23-138357

Amount In Dispute: \$1,083.17

Before Janet W. Blassingame, Hearing Officer
March 24, 2023 at 12:00 Noon

The customer contested a water and sewer bill for the period of time 9/28/2022 to 10/27/2022. 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 24, 2023. Present for hearing were: [REDACTED] the customer; Kimberly Arrington and Arlene Andrews, on behalf of DC Water; and, Stephanie Robinson, DC Water, observing only.

The property involved is a single-family residence which has been rented to tenants since year 1990. Ms. [REDACTED] stated that her tenants of the past four (4) years moved when given notice of the owner's intent to sell the property. She stated that four (4) individuals resided in the house and the last tenant vacated on August 1, 2022. Historically, the water and sewer bill was One Hundred Dollars (\$100.00) per billing cycle. Ms. [REDACTED] stated that she paid the first water and sewer bill after the tenants moved out of the house and that the September bill reflected 1.55 CCF of water and the charge was \$58.40. Ms. [REDACTED] stated that the next bill reflected a charge of \$1,083.17. She stated that upon receipt of the bill, she questioned if the charge was a mistake or whether someone was stealing water from the property.

Ms. [REDACTED] stated that she got in touch with a realtor to put the house on the market for sale on August 7, 2022. She stated that while the house was on the market for sale, the realtor inspected the property and a lock box was placed on the house to allow for showings. She stated that she received purchased offers for the property, however, she changed her mind and took the house off the market in November and decided to, again, rent the property. She stated that the property remains vacant.

Ms. [REDACTED] stated that she has another rental property and the water and sewer bill runs Three Hundred Dollars (\$300.00) per billing cycle.

Ms. [REDACTED] stated that she never submitted a plumber's report because she questioned if the disputed charge was for another property or if the charge was the result of something being wrong with the water meter. She stated that she has been informed that a new meter has been placed at the property. She stated that the December 2022 water and sewer charge was \$63.75 and that the November 2022 charge had been \$86.22. Ms. [REDACTED] stated that the water and sewer charge for the property kept changing even though no one was looking or in the house. She stated that the bill dated 1/27/2023 was \$65.17 and the February 2023 bill was \$56.44.

Ms. [REDACTED] stated that she was told about the new water meter when she called DC Water in February.

Ms. [REDACTED] stated she cannot explain the increase usage because no one was using water at the property. She added that she was out-of-country on the following dates- 11/13/2022 – 11/30/2022; 6/10/2022 – 7/14/2022; 8/14/2022 – 8/26/2022; and 10/1/2022 – 10/14/2022.

Ms. [REDACTED] stated that she saw the high usage alerts sent by DC Water. She stated that the realtor accepted no responsibility. She acknowledged that she did not hire a plumber and has not been inside of the house. She stated that she was getting normal bills. She stated that she does not have a car.

Ms. [REDACTED] stated that she did not think that she needed to investigate the water usage because to her the bill did not make sense and realty agents were in and out of the property. She stated that she communicated by email because she was in and out of the country. Ms. Andrews interjected that the customer contacted DC Water to dispute the bill on 11/9/2022 and that her email was received on 11/11/2022. Ms. Andrews noted that Ms. [REDACTED] was out of the country in October when the alerts were sent but she waited until the bill came in November to contact the utility. Ms. [REDACTED] stated that she asked the realty agent when she got the high usage alerts.

When asked by Ms. Andrews if she looked at the water and sewer bills for the property on a monthly basis and did, she notice that there has been usage even when there were no tenants? Ms. [REDACTED] responded that she felt that people were testing the water pressure in the house when they were in the house looking at the property for purchase.

Ms. Andrews corrected the customer that the August 24th bill was \$73.42 and that the customer had a credit causing the amount due to be \$56.70.

Ms. Andrews testified that the water meter reads from the property were actual and taken hourly. She stated that the meter reads were transmitted electronically to a signal tower and then to DC Water. She stated that DC Water tested the water meter at the property and the meter was determined to have 67.70% accuracy which is below accepted standard for water meter accuracy.

She explained that DC Water follows the water meter standards set by the American Water Works Association and that water meters are accurate if between 98.5% and 101.5%. She stated that the water meter in the case was determined to be under registering water used at the property.

Ms. Andrews pointed out that DCMR 21-§405.5 allows for adjustment of a customer's account when a meter overreads water usage, however, no adjustment is warranted when for under registration by a meter.

Ms. Andrews asserted that a water meter only registers water usage when water is being used. She stated that there are no mis-reads on automated water meters and a water meter does not auto-repair once defective.

Ms. Andrews testified that DC Water sent HUNA alerts of high-water usage occurring at the property on October 2nd, 5th, 8th and 11th and that there was a spike in water usage occurring from September 30, 2022 to October 8, 2022. She stated the fact that usage declined at the property verifies that there was no underground leak because underground leaks cannot repair themselves.

Ms. Andrews testified that DC Water investigated the customer's dispute and its investigation reveal no evidence on meter overread, faulty computation of the bill or meter malfunction.

Ms. Andrews stated that the utility concluded that the cause of the increased usage was inconclusive.

Ms. [REDACTED] pointed out that DC Water made reference to the existence of a plumber's report and Ms. Andrews acknowledged that there was no plumber's report and the notation of existence of a plumber's report was error. Ms. [REDACTED] asserted that if the utility made an error on one part, then, the bill is suspect and its calculation may be wrong.

Ms. Andrews stated that the utility investigation involved a billing review, usage review and that usage declined. Ms. Andrews stated that the customer was sent copy of the meter reads used to calculate the bill. To which, Ms. [REDACTED] responded that if an error is made regarding one part of the investigation, the investigation is faulty and not 100% reliable due to reference to a plumber report which was non-existence. Ms. [REDACTED] asserted that she believes that the utility's investigation was not a fair representation of her case if a mistake was made in the case evaluation. Ms. Andrews responded that the customer's bill is based on usage and that no billing error was found on review.

Ms. Andrews asserted that it is possible that a toilet was running until someone came into the house again and that water was wasted by a toilet. She proclaimed that there was no mistake on billing the customer.

In response to a question by the Hearing Officer, Ms. [REDACTED] stated that she relied upon the inspections done by DC Government in connection with her Business License and thereafter, upon tenant notifications. She stated that within the past two (2) years, the only plumbing work performed at the property was in relation to a sump pump and the work was done under a warranty contract which the customer used when the tenants advised of any problem. Ms. [REDACTED] stated that she does not recall any toilet problems which the tenants alerted her of. She stated that she did not use a management company regarding the property.

In response to question by Ms. Andrews, Ms. [REDACTED] stated that when she received high water usage alerts in the past, she would contact her tenant who, in turn, would inform her that everything was fine.

Ms. [REDACTED] stated that she would get high water usage alerts from DC Water almost every two (2) months but the tenant always said that everything was fine and the water and sewer bill was OK in that the bill was approximately \$150.00 per billing cycle. Ms. [REDACTED] added that the tenant was paying the water and sewer bill. The customer stated that she was assured by her tenant that nothing was wrong when prior high usage alerts were given by the utility. Ms. Andrews inserted that often people ignore alerts by the utility until they get a high bill which gets their attention.

Ms. [REDACTED] stated that she just thought that the tenant did a lot of clothes washing causing increased water usage but she did not believe that one can get such a high bill. She stated that she believed that one would have to get something fixed or that the problem or cause of the increased usage would remain until fixed. She asserted that it defies logic that she could have a big problem and that it would just go away.

Ms. [REDACTED] stated that she has incurred late charges during the pendency of the bill dispute. Ms. Andrews stated that she would look thru the account for any late charges and interest charges and she would remove any such charges assessed on the disputed bill.

Ms. [REDACTED] ended stating that she has never been late.

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 rental property owned by Ms. [REDACTED] (Testimony of [REDACTED])
2. The period in dispute is 9/28/2022 to 10/27/2022. (Testimony of the parties)
3. The customer decided to sell the property, gave notice to the tenants to move, and the last tenant vacated the property on August 1, 2022. (Testimony of Ms. [REDACTED])
4. It was the responsibility of the tenants to pay the water and sewer charges incurred during their tenancy and the property owner assumed responsibility for payment after the tenants vacated. (Testimony of Ms. [REDACTED])
5. The owner contacted a realtor on August 7, 2022 and the property was listed the property for sale. There was a lock box placed on the premises to allow access by realtors to show the property to prospective buyers.
6. There was increased water usage occurring at the property between September 30, 2022 and October 8, 2022. (Testimony of Arlene Andrews)
7. DC Water sent HUNA alerts of high-water usage occurring at the property to the customer on October 2nd, 5th, 8th and 11th. (Testimony of Arlene Andrews)
8. The property owner acknowledged receipt of the HUNA but because she was out of the country, she delayed contacting the utility regarding the alerts. After receipt of the bill reflecting high-water usage at the property, the property owner contacted DC Water November 11, 2022 to dispute the bill which was dated November 9, 2022. (Testimony of Ms. [REDACTED] and of Arlene Andrews)
9. There was a history of high-water usage alerts sent to the property owner, however the property owner would contact her tenant who assured her that there was nothing wrong occurring at the property. The property owner did not take any action to investigate water usage occurring at the property, dismissing the alerts based upon her tenants' assurances, the fact that the tenant was paying the water and sewer bill and the property owner's assumption that usage was high due to clothing being washed by the tenants. (Testimony of Ms. [REDACTED])
10. With respect to the billing period at issue and alerts received prior to the customer's receipt of the bill in dispute, the customer did not investigate the alerts, did not hire a plumber, and did not go to the property in response to the alerts sent by the utility but assumed that the billing was in error or that the water meter was defective. (Testimony of Ms. [REDACTED])
11. DC Water tested the water meter and determined that the meter had 67.70% accuracy which is below standard for water meter accuracy and means that the meter was not capturing/registering all water used at the property. (Testimony of Arlene Andrews)
12. The utility investigated the customer's bill dispute and its investigation revealed that the customer had been billed upon actual meter reads electronically transmitted from the property and that there was no evidence of meter overread or faulty computation of bill. (Testimony of Arlene Andrews)

13. The utility ruled out the existence of an underground leak as a possible cause of high usage occurring at the property because the usage declined and the nature of an underground leak is such that its usage would not decline absent repair. (Testimony of Arlene Andrews)
14. The property owner relied upon tenant notification of problems within the rental property and the inspection performed by City inspectors for her Business License. (Testimony of Ms. [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. 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
 - (g) Make a reasonable investigation of any facts asserted by the owner or occupant which are material to the determination of a correct bill.See, 21 DCMR 403.
3. If the investigation discloses meter overread or faulty computation, adjustment (s) shall be made to reflect the correct charges, as indicated by the correct reading or corrected computations. (DCMR 21-§405.1)
4. If the meter test results confirms meter overread on a DC Water issued meter, the water and sewer service bill shall be adjusted to equal the average consumption of water at the same premises for up to three (3) previous comparable periods for which records are available. (DCMR 21-§405.2)
5. D.C. Municipal Regulations bar adjustment of a customer's bill when all checks and tests provide no reasonable explanation for excessive water consumption. (See 21 DCMR 408 which states: "In cases in which all checks and tests result in inconclusive findings that provide no reasonable explanation for excessive consumption, no adjustment shall be made to the bill for any portion of the excessive consumption, except as may be approved by the General Manager, based upon a demonstration by the owner or occupant that such an adjustment will further a significant public interest.")

DECISION

The customer in this case failed to establish that more likely than not the bill in dispute

was wrong or for some other reason, she should not be responsible for its payment.

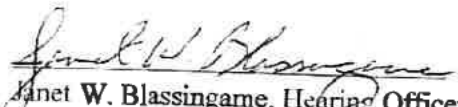
The testimony and evidence established that there was a water issue at the property spanning months prior to the period in dispute. The property owner testified that the utility sent high-water usage alerts about every two (2) months prior and she took no action to investigate based upon her tenant's assurance that there was nothing wrong occurring at the property. The property owner, further, stated that she assumed that the high usage was caused by tenants washing clothing. Based upon the property owner's statement regarding her assumption of clothing washing, the property owner knew, despite the tenant's assurances, that high water usage was occurring. Not until the property owner started paying the water and sewer bills and she receive an exceptionally high bill did she give attention to the issue and, even, then she delayed contacting the utility despite her receipt of HUNA alerts and she took no action to investigate the cause of the usage or to mitigate any water loss.

DC Water investigated the bill dispute and found no evidence of meter overread or faulty computation of the bill. The utility, further, ruled out the existence of an underground leak based upon the decline in water usage, in that, if an underground leak had been the cause of the usage, the usage would not have declined without repairs being performed. The investigation did reveal that the water meter was under registering usage at the property. Pursuant to the regulations, under registration is not a basis for adjustment of a customer's account. Had the water meter over registered usage, then, an account adjustment would have been accorded, however, when a meter under registers usage, the utility is not charging for full usage of water at the property and the customer is not entitled to an adjustment in the form of a reduction of the bill.

Lastly, the property owner in part based her dispute of the bill upon the tenants having vacated the property and the property owner asserted that the property was vacant. While it was true that the tenants had vacated the property and no one was living at the property, the property was listed for sale with a lock box on the door which allowed access to the property by realtors and prospective buyers. DC Water's representative speculated that the high-water usage may have been caused by a toilet. With people in and out of the house, it is plausible that someone may have used a toilet and the toilet flapper failed to closed as speculated. The utility's speculation is boosted by the property owner's acknowledgement that she had received previous alerts of high-water usage occurring at the property when tenants were occupying the house. Regular usage of a toilet with a defective toilet flapper mitigates water loss because the flapper may be dislodged from sticking with the flushing of the toilet. In the instance of the house being unoccupied and people only intermittently being in the house and maybe using the toilet with the defective flapper, the possibility of prolonged water loss due to a defective toilet is probable.



For the foregoing reasons, the Hearing Officer finds that the preponderance of the evidence is against the property owner's claim that the bill is wrong. The property owner did not assert any other reason why she should not be responsible for the bill and, as such, the determination by DC Water that the charges are correct and property and no basis exists for

adjustment of the customer's account is hereby AFFIRMED.


Janet W. Blessingame, Hearing Officer

Date: May 16, 2023

Copy to:

Ms. 
 16th Street, NW
Washington, DC 20009

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

IN RE: [REDACTED]
[REDACTED] V Street, NW
Washington, DC 20001

Account No: [REDACTED]

Amounts and Periods In Dispute:

5/12/2022 – 6/10/2022 \$ 327.57
7/14/2022 – 8/10/2022 \$ 227.08

Case No: 22-443318
Case No: 22-571641

Before Janet W. Blassingame, Hearing Officer
March 27, 2023 at 12:00 Noon

The customer contested water and sewer bills for the above noted periods of time. 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 27, 2023. Present for hearing were: [REDACTED], the property owner; Arlene Andrews on behalf of DC Water, and, Stephanie Robinson and Geneva Parker, DC Water, observing only.

The property involved is a two (2) unit piggyback style townhouse. Each unit has two and one-half (2 ½) bathrooms, a dishwasher, a washing machine, one kitchen and a hot water heater. The property is monitored by a single water meter and there is one outside faucet. The property owners have formed a homeowners' association thru which they share and pay the water and sewer bills. Mr. [REDACTED] occupies one of the units along with his wife and two (2) children. Mr. [REDACTED] stated that he is unsure of the occupancy status of the second unit and that it may be vacant but it had been occupied by two (2) renters.

Mr. [REDACTED] stated that the other property owner told him that a contractor in the neighborhood inspected his unit and gave a verbal report; there is no written plumber's report.

Mr. [REDACTED] stated that the most recent water and sewer bill was less than \$100.00 but historically, the water and sewer bill has ranged between \$150.00 to \$200.00.

Mr. [REDACTED] testified that he and his family were out-of-town from July 21, 2022 to August 30, 2022 and that the water was shut-off at the valve. He stated that he believed that the other unit in the house was vacant but that the owner was in and out of the unit.

Mr. [REDACTED] stated that the June 2022 water and sewer bill reflected high water usage occurring for a few days but he felt no reason to call a plumber because he knew there were no leaks in the house.

Mr. [REDACTED] stated that he changed the toilet flapper over six (6) years ago.

Mr. [REDACTED] asserted that his dispute should be granted/awarded because DC Water failed to adhere to its hearing schedule and his dispute was pending for 173 days. He pointed out that he had been previously denied a hearing for failure to meet the dispute deadline. He stated that his experience with DC Water has been difficult and frustrating and that the burden of proof upon him is virtually impossible to meet.

Mr. [REDACTED] stated that on several days each year there has been high water usage at the property. He stated that there was continuous water usage up to 3 – 4 days with him in the house and he did not see or hear water usage/running.

Mr. [REDACTED] stated that a DC Water technician came out to the property five (5) days after a HUNA alert had been sent. He stated that the technician told him that his water meter was old and that the water usage was too high. Mr. [REDACTED] testified that he called the DC Water Emergency line and was told of continuous usage and that the MTU was not transmitting. He stated that three (3) times a DC Water service technician said that water usage was too high and that a small leak does not cause such high usage.

Mr. [REDACTED] stated that he conducted his own research and found that the average water leak is 200 gallons per day and one would have to have a busted pipe for usage in the amount he was charged.

Mr. [REDACTED] stated that last month he received a \$800.00 bill error and that caused him more frustration.

Mr. [REDACTED] asserted that changing a flapper is time consuming and that he is frustrated because DC Water is the only option for water.

The customer stated that he does not want to be taken advantage of by the utility.

On cross examination, Ms. Andrews asked whether the other property owner checks his unit when Mr. [REDACTED] receives HUNA alerts of high-water usage occurring at the property. Mr. [REDACTED] responded that he and the other owner go through the units together and they have not seen any visual evidence of water and they have not heard water running. He stated that the other unit owner lives in the neighborhood.

Ms. Andrews testified that the meter reads are actual, hourly, and transmitted by a MTU to a tower and then transmitted to DC Water. She stated that during the pendency of the dispute, DC Water has tested two (2) water meters taken from the property. She stated that the first water meter was pulled for testing on 6/3/2022 and the test performed on 6/9/2022. She stated that the water meter was determined to have 100.83% accuracy. She stated that the second water meter was pulled on 2/10/2023 and tested on 2/27/2023 and that meter was determined to have 100.43% accuracy. She explained that DC Water abides by the standards established by the American Water Works Association and that a water meter is registering accurately if its registration is 98.5% to 101.5%. Ms. Andrews asserted that both water meters pulled from the property were functioning within standard.

Ms. Andrews stated that a DC Water service technician checked the equipment at the property of June 3, 2022 and that the water meter at the property was brought in for testing.

Ms. Andrews testified that DC Water sent HUNA alerts to the customer on 4/4/2022, 4/25/2022, 5/21/2022, 5/24/2022, and 5/27/2022 that high water usage was occurring at the property. She, further, testified that there were spikes in water usage occurring at the property 5/25/2022 to 5/27/2022 and, again, 7/27/2022 to 7/30/2022.

Ms. Andrews stated that DC Water believes that the usage was controlled at the premises because it knows that there was no underground leak because the usage declined and underground leaks do not repair themselves.

Ms. Andrews stated that meter reads populate over 12 hours windows, so a customer may not have a current read from his property and most likely will see the meter read from the day before.

Ms. Andrews stated that upon review of the meter reads from the property, she did not see any period that the MTU was not transmitting. Mr. [REDACTED] interjected that he was told that the utility did not have meter reads for the July spike period and that maybe the absence of reads was due to a car parked over the water meter. Ms. Andrews countered that the meter read log shows continuous hourly meter reads from the property.

Ms. Andrews testified that DC Water's investigation of the customer's bill dispute did not find any evidence of meter overread, doubtful meter registration or faulty computation of the bill. She stated that the customer's water usage was sporadic and that the most common cause of such usage is a toilet flapper. She recommended that the customer change toilet flappers every two (2) years. She added that DC Water has not gone into customers' homes for inspections since the onset of the pandemic in early 2020 and that customers are suggested to hire a licensed plumber.

Mr. [REDACTED] stated that there is a difference between a leaking and running toilet.

On cross examination by the customer, when asked if the satellite system is tested, Ms. Andrews stated that the water meter and the MTU are two (2) separate parts. She stated that the service technician read the water meter on June 3rd when the property was visited for the service check and the meter read taken was in alignment with the transmitted meter reads by the MTU. She stated that the same alignment was found in February. She stated that she had no comment to the customer's stating that the service technician who visited the property said meters mess up all the time.

Ms. Andrews stated that she has concluded that the findings were inconclusive for the excess consumption that occurred at the property.

Mr. [REDACTED] ended acknowledging that there is no plumber's report and that he has not seen any report that the other owner may have.

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 2-unit duplex townhouse. (Testimony of [REDACTED])
2. The periods in dispute are 5/12/2022 to 6/10/2022 and 7/14/2022 to 8/10/2022.
3. The property is monitored by a single water meter and the two (2) owners of the units have found a homeowners' association thru which they paid, jointly, the water and sewer bills for service to both units. (Testimony of [REDACTED])
4. The customer who filed the bill dispute at issue was out-of-town with his family from 7/21/2022 to 8/30/2022; the customer was unsure of the occupancy of the second unit during the periods in dispute. (Testimony of [REDACTED])
5. DC Water sent HUNA alerts on 4/4/2022, 4/25/2022, 5/21/2022, 5/24/2022, and 5/27/2022. (Testimony of Arlene Andrews)
6. There was increased water usage occurring at the property 5/25/2022 – 5/27/2022 and 7/27/2022 – 7/30/2022. (Testimony of Arlene Andrews)
7. The customer felt no need to call a plumber regarding the increased water usage because he was unaware of any leaks in his house. The customer testified that he and the other unit owner did go thru each unit to inspect for leaks and plumbing issues in response to the HUNA alerts and neither saw evidence of water or heard water. (Testimony of [REDACTED])
8. The customer acknowledged that increased water usage occurred several days per year. (Testimony of [REDACTED])
9. The meter reads from the property are hourly and electronically transmitted by a MTU. (Testimony of Arlene Andrews)
10. The utility pulled and tested water meters from the property on two (2) occasions. The first water meter was pulled 6/3/022, tested, and determined to have 100.83% accuracy. The second water meter was pulled on 2/10/2023, tested, and determined to have 100.43% accuracy. (Testimony of Arlene Andrews)
11. DC Water investigated the customer's bill dispute and found no evidence of meter overread, faulty computation or meter malfunction. (Testimony of Arlene Andrews)
13. DC Water ruled out the existence of an underground leak as a possible cause of increase usage occurring at the property because the water usage declined and the nature of an underground leak requires repair before the usage will decline. (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
 - (h) 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 weight of the evidence and testimony is against the customer and in favor of the utility that the bills are correct and the customer is not entitled to an adjustment of the account.

DC Water established, by testing water meters present at the property, that the water meters were functioning properly. The utility, in its investigation of the dispute, found no evidence of faulty computation of the bills, meter malfunction or meter overread. The utility ruled out the existence of an underground leak as a possible cause of the excessive water usage because water usage declined at the property and if an underground leak had been present, the usage would not have declined without repairs to the underground leak having been performed.

The customer expressed frustration with the slowness of the dispute process and he expressed his concern that he was being taken advantaged of because DC Water was the sole supplier of water. On the flip side, the customer failed to hire a plumber in response to alerts sent by the utility and while he testified that he did go thru the units with his unit owner counterpart and saw no water and did not hear any water, the utility sent numerous alerts of high-water usage occurring at the property regarding the period at issue but also during earlier periods and the customer ignored the alerts and the customer failed to testify as to when the walk-thru took place

and whether the same occurred during the specified periods that high-usage was occurring at the property. Also, the customer lacked knowledge and information regarding the other unit at the property and whether it was occupied or vacant or if there were any plumbing issues experienced by the other owner and/or his tenants. So, while there may or may not have been plumbing issues in the unit occupied by the customer, there may have and could be a plumbing issue in the unit owned and controlled by the other unit owner since both units are monitored by a single water meter.

The fact that DC Water has sent repeated alerts of high-water usage occurring at the property combined with testing of the water meters over a span of time (2 separate water meter were tested) and the meter were operating properly, as well as, the usage declining and no underground leak being present, it convinces the Hearing Officer that there is merit in the utility's speculation that a toilet may be the cause of the sporadic and repeated spikes in water usage at the property. Notwithstanding the speculation of the cause, it remains that the cause of the high usage was not found and usage declined.

DCMR 21- § 408 dictates that "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.")

Ultimately, the property owner is responsible for what occurs at his property and in this case, the property involved is duplex involving two (2) separate unit owners, as such even though the customer filing the dispute may not have seen, heard, or known of any water issue in his unit, there may be or have been a water issue in the other unit within the house. The reason that the utility provides alerts to its customers is to allow the customer to mitigate water loss by investigating and correcting the issue while the same is occurring. In this instance, the customer assumed because he did not see or hear water in his unit when alerts were received, that there was no cause to further investigate within his unit or within the other unit in the house. DC Water investigated the dispute and put forth evidence and testimony that its equipment was functioning properly and the utility has no responsibility in causing usage at the property. Accordingly, the determination of DC Water that the charges are correct and proper and no basis exists to adjust the account, is hereby AFFIRMED.


Janet W. Blassingame, Hearing Officer

Date: May 18, 2023

Copy to:

[REDACTED]

[REDACTED] V Street, NW
Washington, DC 20001

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

In re: The [REDACTED] Trust
c/o Sophia H. Willis, co-trustee
28 Charlotte Street
Charleston, SC 29403
and
Elena H. Allbritton, co-trustee
3124 Q Street, NW
Washington, DC 20007

Service Address:
[REDACTED] Foxhall Road, NW

Account No: [REDACTED]

And

In re: [REDACTED]
[REDACTED]
[REDACTED] Quebec Street, NW
Washington, DC

Account No: [REDACTED]

v.

District of Columbia Water and Sewer Authority

Joint Petitioners

ORDER

This matter comes before the Hearing Officer upon the District of Columbia Water & Sewer Authority's Motion For Correction Order, Joint Petitioner's Preliminary Response To District of Columbia Water & Sewer Authority's Motion For Correction Of Order, and the District of Columbia Water & Sewer Authority's Reply To Joint Petitioners' Preliminary Response To Motion For Correction Of Order. The Hearing Officer having had opportunity to review the motion, the joint petitioners' response and the utility's response to the petitioners' response, as well as, review of the Order in question- Order dated March 23, 2023, and it being apparent that the Order does contain typographical errors and citations errors unintended by the Hearing Officer, it is the conclusion of the Hearing Officer that a Corrected Order is necessary and appropriate and, as such, the Motion For Correction Order is hereby GRANTED.

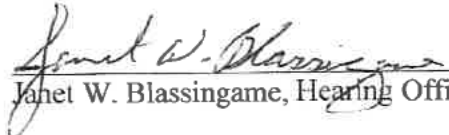
With respect to Petitioners' assertion that the Hearing Officer may have made statements in the Order that do not accurately reflect what was actually stated by counsel for the Joint Petitioners or that do not accurately summarize the oral arguments, the corrections are typographical and unintended in nature and the correction of the same, do not preclude any

further action by the parties if the Hearing Officer, in the Order, has made a substantive error of fact or error of the law.

Accordingly, it is this day of June 5th, 2023,

The Motion For Correction Of Order is GRANTED, and further,

That the Hearing Officer will construct an Errata Sheet and will issue a corrected Order, nunc pro tunc, relating to the Order dated March 23, 2023 regarding the Joint Petitioners' Motion for Summary Judgment.


Janet W. Blassingame, Hearing Officer

Date: June 5, 2023

Copies to:

Stephen K. Gardner, Esq.
Kalbien Hagerty, L.L.P.
888 17th Street, NW
Suite 1200
Washington, DC 20006

Emil Hirsch, Esq.
Carlton Fields, P.A.
1025 Thomas Jefferson Street, NW
Suite 400 West
Washington, DC 20007

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

In re: The [REDACTED] Trust
c/o Sophia H. Willis, co-trustee
28 Charlotte Street
Charleston, SC 29403
and
Elena H. Allbritton, co-trustee
3124 Q Street, NW
Washington, DC 20007

Service Address:
[REDACTED] Foxhall Road, NW

Account No: [REDACTED]

And

In re: [REDACTED]
[REDACTED]
[REDACTED] Quebec Street, NW
Washington, DC

Account No: [REDACTED]

v.

District of Columbia Water and Sewer Authority

Joint Petitioners

ERRATA SHEET

Regarding the Order dated March 23, 2023, the Hearing Officer issues the foregoing typographic corrections, to include citation corrections, as follows:

1. Page 3 at ¶ 3 "William Gardner" is changed to "Stephen Gardner"
2. Page 4 at ¶ 2, line 2, delete "been" so the sentence reads as "[REDACTED] property on Foxhall Rd was sold in year 2021..."
3. Page 6 at ¶ 3 reference to DC Code § 34-2202 is changed to DC Code § 34-2202.16
4. Page 6 at ¶ 5 reference to DC Code § 34-4101 is changed to 21 DCMR § 4101
5. Page 6 at ¶ 8 reference to DC Code § 22-2108 is changed to DC Code § 34-2108
6. Page 6 at ¶ 9 reference to DC Code § 22-2107 is changed to DC Code § 34-2107
7. Page 7 at ¶ 1 reference to DC Code § 21-2108 is changed to DC Code § 34-2108
8. Page 7 at ¶ 1 reference to DC Code § 21-4107 is changed to DC Code § 34-2107
9. Page 7 at ¶ 2 reference to DC Code § 34-2107 (4c) is changed to DC Code § 34-2107(c)
10. Page 8 at ¶ 3 reference to 470 A. 787 is changed to 470 A. 2d 751
11. Page 8 at ¶ 3 reference to 516 US 478 is changed to 516 U.S. 473
12. Page 8 at ¶ 4 reference to DC Code § 34-2017 is changed to DC Code § 34-2107

13. Page 12 at #4 reference to DC Code § 34-2201 is changed to DC Code § 34-2101
14. Page 13 at #7 reference to DCMR § 4101.5 is changed to DCMR § 21- 4101.5
15. Page 20: citation for Anacostia Watershed Soc'y v. D.C. Water & Sewer Auth. No. 2000-CV-182 (D.D.C. Mar. 23, 2005) is changed to Anacostia Watershed Soc'y v. D.C. Water & Sewer Auth. No. 2000-CV-183 (D.D.C. Mar. 23, 2005
16. Page 20: citation for Anacostia Watershed Soc'y v. D.C. Water & Sewer Auth. No. 2000-CV-183 (D.D.C. May 19, 2015) is changed to Anacostia Watershed Soc'y v. D.C. Water & Sewer Auth. No. 2005-CV-183 (D.D.C.)
17. Page 22 (middle of page); reference to DC Code § 4103 is changed to DCMR §21-4101.3
18. Page 22 (middle of page): reference to DC Code § 32-2202.16(a) and (b) is changed to DC Code § 34-2202.16(a) and (b)
19. Page 26 (bottom of page): "CRAIC" is changed to "CRIAC"
20. Page 27 (middle of pay); citation for J.C. & Associates v. D.C. Bd of Appeals & Rev. 779 A. 2d 296, 302 (D.C. 2001) is changed to J.C. & Associates v. D.C. Bd of Appeals & Rev., 778 A. 2d 296, 302 (D.C. 2001)

Foregoing changes are hereby incorporated by reference, nunc pro tunc, into the Order dated March 23, 2023 and a Corrected Order is attached.


Janet W. Blassingame, Hearing Officer

Date: June 9, 2023

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