

BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

DEPARTMENT OF CUSTOMER SERVICES

IN RE: Estate of Barbara P. Minnis

██████████  
5311 9<sup>th</sup> Street, NW  
Washington, DC 20011

Service Address:

██████████ T St. SE

Account No: ██████████

Case No: 23-478569

Periods and Amounts in Dispute:

4/22/23 – 5/19/23	\$2,052.80
5/20/23 – 6/22/23	\$525.57

Before Janet W. Blassingame, Hearing Officer  
March 18 2024 at 9:00 a.m.

The customer contested water and sewer bills for the periods noted above. The DC Water and Sewer Authority (DC Water) investigated and determined that the charges were valid and no basis existed to adjust the account. The customer requested an administrative hearing.

This matter was scheduled for a remote hearing on March 18, 2024. Present for the hearing were: ██████████ Personal Representative of the Estate of Barbara Minnis; Arlene Andrews, on behalf of DC Water; and, Kristen Gibson, DC Water, observing only.

The property involved is a single-family detached residence which was owned by Barbara Minnis who died on August 14, 2021. The property has two (2) bathrooms, two (2) kitchens, a washing machine, radiators, and one outside faucet. ██████████ was appointed by the Court to serve as personal representative of the decedent's estate on March 27, 2023. The property was vacant following the death of the property owner.

██████████ stated that when he took possession of the property, the water service was on. He stated that he goes to the property every 3 – 4 weeks. He stated that everything at the house was fine until he received the first high water bill which prompted him to further inspect the house and he, ultimately, found a leak in the storage area. He stated that the problem was a pipe going to the top of the hot water tank.

██████████ pointed out that he did not initiate a bill dispute for the first high water bill which was in the amount of \$4,000.00.

██████████ testified that he had a plumber at the property on June 23, 2023.

██████████ stated that he turned the water off but could not find the turn-off valve.

██████████ stated that DC Water had his email address after he initiated the bill dispute.

██████████ acknowledged that the pipe was repaired on June 23, 2023, even though the plumber statement reflected only an estimate of work.

Ms. Andrews stated that the charges billed were based upon actual meter reads. She testified that the meter was tested and determined to have 100.40% accuracy. She stated that DC Water sent HUNA alerts to the property (owner's phone).

Ms. Andrews testified that the spike in water usage at the property occurred March 5, 2023 to May 26, 2023. She stated that the bill statements were: 3/29/23= \$1,291.62; 4/28/23 = \$2,262.31; 5/24/23 = \$2,052.80; and 6/30/23 = \$505.57. She stated that no water usage is currently reflected on the account and the customer bill is now about \$40.00 per billing period.

Ms. Andrews testified that DC Water investigated the customer's dispute and found no evidence of meter overread, faulty computation or defective water meter. She asserted that the high-water usage was the result of a leaky fixture.

On cross-examination, Ms. Andrew stated that DC Water grants account adjustment based on the DC Municipal Regulations. She stated that an adjustment is given for underground leaks or when a leak is not visible to the naked eye. She stated that the customer was sent two (2) bills before the bill dispute was initiated and, as such, he had an opportunity to minimize water loss due to the broken pipe but failed to do so.

#### FINDINGS OF FACT

1. The property involved is part of a decedent's estate which is being administered by a court-appointed personal representative. The property owner died on August 14, 2021 and the Personal Representative was appointed on March 27, 2023. The property has been vacant since the property owner's death. (Testimony of ██████████)
2. The period in dispute is 4/22/23 – 6/22/23. (Testimony of the parties)
3. A significant spike in water usage occurred at the property from March 5, 2023 to May 26, 2023. (Testimony of Arlene Andrews)
4. The Personal Representative was unaware of a water issue at the property until he received the May 2023 water and sewer bill statement which prompted him to inspect the house more thoroughly than his regular inspections that had been occurring every 3 – 4 weeks. (Testimony of ██████████)
5. The Personal Representative found a broken water line pipe to the hot water heater which located in a storage room in the basement. (Testimony of ██████████)
6. Roto Rooter Plumbing repaired the broken pipe on June 23, 2023. (Testimony of ██████████  
██████████ Roto-Rooter Plumbing estimate and description of work dated 6/23/2023)
7. DC Water tested the water meter and the meter was determined to have 100.40% accuracy. (Testimony of Arlene Andrews)

8. DC Water investigated the bill dispute and found no evidence of meter overread, faulty computation of the bill or defective water meter. (Testimony of Arlene Andrews)
9. DC Water sent HUNA and CUNA alerts of high-water usage and continuous water usage occurring at the property, however, the alerts were sent to the decedent's telephone number which was on record with the utility; the personal representative did not provide his contact information to the utility until he initiated the bill dispute. (Testimony of [REDACTED] 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. The repair of leaking faucets, household fixtures, and similar leaks, and the repair of malfunctioning water-cooled air conditioning equipment, are the responsibility of the owner or occupant, (21 DCMR 406)

#### DECISION

The Personal Representative failed to establish a prima facie case to show that the determination of DC Water that the charges were valid was wrong or for some other reason, the estate should not be responsible for payment of the water charges.

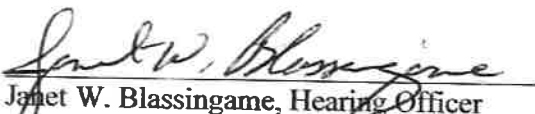
The property involved is an asset of the Estate of Barbara P. Minor, deceased and the owner of property using water and sewer services is responsible for payment. In this case, the Estate's personal representative was inspecting the property on a regular basis but the broken pipe was in a basement storage area and was only discovered by the personal representative upon his making a more thorough inspection of the house after receiving the May 2023 high-water bill which gave hint of something amiss at the property.

DC Water tested the water meter and the meter was functioning appropriately. The utility's bill investigation found no evidence of meter malfunction, faulty computation of the bill or meter overread.

DC Water pointed out that two (2) water and sewer bills had been issued by the utility reflecting higher than normal water usage occurring at the property before the bill dispute was initiated. It is noted, however, that the Personal Representative was appointed by the Court on March 27, 2023 which would have been only two (2) days before the March 2023 bill issuance. The Hearing Officer takes judicial notice that time is required after a court appointment for receipt of Letters of Administration and physically taking possession of estate property. As such, the timing of the bill dispute was reasonable but the date of appointment of the personal representative does not excuse the estate's responsibility for payment of water used or wasted at the property.

Likewise, the fact that the personal representative may not normally look in the storage room when inspecting the house for things amiss does not excuse the estate from responsibility for payment of the water and sewer bills for water used or lost at the property. DC Municipal Code Section 21-406 dictates that the property owner is responsible for payment of excessive water usage caused by a faulty household fixture. In this case, the broken pipe was in the house and visible to anyone going into the storage room where the hot water heater was situated.

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

  
Janet W. Blassingame, Hearing Officer  
*Date: May 28, 2024*

Copy to:

Estate of Barbara P. Minnis, dec.  
c/o [REDACTED], Personal Representative  
5311 9<sup>th</sup> Street, NW  
Washington, DC 20011

BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

DEPARTMENT OF CUSTOMER SERVICES

IN RE: Jennifer Fields

13207 Water Fowl Way  
Upper Marlboro, MD 20774

Service Address:

[REDACTED]

Account No: [REDACTED]

Case No: 23-568485

Periods and Amounts in Dispute:

3/18/2023 – 5/17/2023	\$4,694.96
6/21/2023 – 7/20/2023	\$505.22
7/21/2023 – 8/17/2023	\$1,241.56
8/18/2023 – 9/20/2023	\$608.47

Before Janet W. Blassingame, Hearing Officer  
March 15, 2024 at Noon

The customer contested water and sewer bills for the periods noted above. The DC Water and Sewer Authority (DC Water) investigated and determined that the charges were valid and no basis existed to adjust the account. The customer requested an administrative hearing.

This matter was scheduled for a remote hearing on March 15, 2024. Present for the hearing were: [REDACTED], the tenant; Arlene Andrews, on behalf of DC Water; and, Kristen Gibson, DC Water, observing only.

The property involved is a single-family residence having two (2) full bathrooms, a washing machine, a dishwasher, and one outside faucet. [REDACTED] moved into the property in February 2023. She stated that her first water and sewer bill was \$72.24 and currently, her bill is \$60.80. She stated that, as the tenant, she gets a paper bill from the utility but she does not receive high water usage alerts.

[REDACTED] testified that the property owner was fined on November 27, 2023 regarding water pressure in the house and the repair was performed on November 30, 2023, after which water usage went back to normal. [REDACTED] stated that the plumbing repair was performed by a maintenance man who is not a plumber.

[REDACTED] asserted that she has complained to the property owner regarding various problems since the start of her tenancy to include a burst pipe during the winter.

[REDACTED] stated that she does not believe that the high-water usage stemmed from a running toilet because after repair, water usage remained high. She did acknowledge that water

usage did decline but she pointed out that she used to live on Hemlock Street and her water usage at that residence was similar and her water and sewer bill never was more than \$110.00 per billing cycle.

██████████ indicated that she did not know the telephone number on record with DC Water for high usage water alerts but she does recognize the email on record with the utility for CUNA alerts.

Ms. Andrews testified that the meter reads upon which the customer was billed are actual.

Ms. Andrews testified that the investigation found the existence of leaking household fixtures and pursuant to DC Municipal Code 21-406.2, DC Water does not adjust a customer's account when excessive water usage is caused by a household fixture. Ms. Andrews stated that Jennifer Fields is the property owner and she is the ultimate responsible party for payment of the water and sewer bill. Ms. Andrews pointed out that DC Water does not get between/involved in landlord/tenant issues.

Ms. Andrews informed ██████████ that she can pay for normal water usage if she desires but such payments will not solve the problem and the account will be in arrears for non-payment. ██████████ responded that she intends to file in Landlord-Tenant Court. Ms. Andrews informed ██████████ that the water and sewer account will be on hold until issuance of the decision by the Hearing Officer.

The Hearing Officer notes that DC Water started sending HUNA alerts on March 31, 2023 to telephone no: 301-249-xxxx and the utility started emailing CUNA alerts as of March 31, 2023 to the email address on file with the utility and which ██████████ acknowledged recognizing although it was not her email. It is further noted that DC Water was informed on August 28, 2023 of the existence of a running toilet in the basement of the residence.

Based upon the foregoing testimony and evidence adduced during the hearing, as well as, information contained in the customer's file of contacts with DC Water, the Hearing Officer makes the following:

#### FINDINGS OF FACT

1. The property involved is a single-family residence owned by Jennifer Fields and rented to ██████████ who took occupancy in February 2023. (Testimony of ██████████)
2. The periods in dispute are: 3/18/23 to 5/17/23 and 6/21/23 to 9/20/23. (The record in this matter and testimony of the parties)
3. The tenant's first water and sewer bill from DC Water was considered normal, however, thereafter, the water and sewer bills were high until a water pressure issue was repaired in the house on 11/30/2023 and thereafter, usage was normal. (Testimony of ██████████)
4. The tenant has complained to the landlord of various problems within the residence since the start of her tenancy to include water pressure and a running toilet. (Testimony of ██████████)

5. DC Water billed the customer account based upon actual meter reads. (Testimony of Arlene Andrews)
6. DC Water sent HUNA alerts starting 3/31/23 to a telephone number on file with the utility for such alerts of high-water usage occurring at the property. (The record in this matter)
7. DC Water sent CUNA alerts starting 3/31/23 to an email address on file with the utility. (The record in this matter)
8. The tenant was not aware of any alerts having been sent by the utility regarding water usage occurring at the property; the tenant only received the paper version of the water and sewer bill. (Testimony of [REDACTED])

#### CONCLUSIONS OF LAW

1. The burden of proof is on the customer to show, by a preponderance of evidence, that the decision of DC Water is incorrect. (21 DCMR§ 420.7 and §420.8)
2. 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. The repair of leaking faucets, household fixtures, and similar leaks, and the repair of malfunctioning water-cooled air conditioning equipment, are the responsibility of the owner or occupant, (21 DCMR 406)
4. The property owner is the ultimate responsible party to pay for water and sewer services at a property and the obligation to pay DC Water's water and sewer charges runs with the property where the water services are rendered. See, Euclid Street, LLC v. D.C. Water and Sewer, 41 A. 3<sup>rd</sup> 453, D.C. Court of Appeals 2012.

#### DECISION

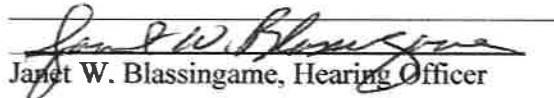
The customer (tenant) failed to establish a prima facie case that the determination of DC Water that the charges were valid was wrong or for some other reason the bills at issue should not be paid.

The evidence and testimony established the property was rented to a tenant who, pursuant to a lease agreement with the landlord, was responsible for payment of the water and sewer bill for service by DC Water to the property. The tenant received a paper bill of water and sewer charges but was not privy to alerts sent by the utility regarding high water usage occurring at the property. The evidence established that DC Water did send alerts regarding high water usage occurring at the property beginning in March 2023 and the tenant was not aware of such notices. The evidence and testimony, further, established that there were plumbing issues during the periods in dispute to include a running toilet and water pressure problems.

DC Municipal Code Section 21-406.2 dictates that DC Water does not adjust a customer's account when high water usage is the result of faulty household fixtures.

DC Water is not a party to the lease agreement between landlord and tenant and as to responsibility for payment of water services the utility does not resolve such issues or become involved in landlord/tenant matters. The property owner is the ultimate responsible party to pay for water and sewer services at a property and the obligation to pay DC Water's water and sewer charges runs with the property where the water services are rendered. In this case, it appears that by contract between property owner and tenant, the tenant has agreed to be responsible for payment of water services. The tenant has expressed her intent to pursue the issue of payment responsibility between herself and the property owner in Landlord/Tenant Court.

With respect to this dispute, the determination by DC Water that the charges was valid and correct and no basis exists for adjustment of the customer's account by DC Water is hereby **AFFIRMED**.

  
Janet W. Blassingame, Hearing Officer

Date: May 28, 2024

Copy to:

Jennifer Fields  
13207 Water Fowl Way  
Upper Marlboro, MD 20774

  
Washington, DC 20018-2614



BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

DEPARTMENT OF CUSTOMER SERVICES

IN RE: [REDACTED]

Washington, DC 20011

Account No: [REDACTED]

Case No: 23-416447

Amount in Dispute: \$127.98

Before Janet W. Blassingame, Hearing Officer  
March 13, 2024 at Noon

ORDER OF DISMISSAL

The customer contested a water and sewer bill for the period April 14, 2023 to May 11, 2023. The DC Water and Sewer Authority (DC Water) investigated and determined that the charge was valid and no basis existed to adjust the account. The customer requested an administrative hearing.

This matter was scheduled for a remote hearing on March 13, 2024. Present for the hearing were Arlene Andrews on behalf of DC Water and Kristen Gibson, DC Water, observing only. The customer was afforded a thirty (30) minute grace period but failed to log in for the hearing or otherwise telephone DC Water to advise of any problem or inability to appear for the hearing.

Ms. Andrews, by oral motion, requested that this matter be dismissed based upon the customer's failure to appear for the hearing. In support of her motion, Ms. Andrews noted that this matter had been re-scheduled from January 2024 based upon the customer asserting that she had a family emergency. Ms. Andrews, also, noted that a Notice of Hearing had been sent to the customer and that the customer had, by email, confirmed attendance for the hearing.

The hearing notification that was sent to the customer advised her that "Failure to appear at your scheduled hearing may result in a default judgment being entered against you." (See, 21 DCMR 415.3) As such, based upon customer's failure to appear or to request that the hearing be postponed, DC Water's Motion to Dismissal is granted and a default judgment is entered against the customer and the determination that the bill is valid is affirmed.

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

Date: May 28, 2024

Copy to:



Washington, DC 20011

BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

DEPARTMENT OF CUSTOMER SERVICES

IN RE: Jasmine Choi  
3807 Rainer Dr.  
Fairfax, VA 22033

Service Address:  
800 D Street, NE

Account No: [REDACTED]  
Case No: 23-502147

Periods and Amounts in Dispute:	
5/4/23 – 6/5/23	\$2,212.60
6/6/23 – 7/6/23	\$299.81

Before Janet W. Blassingame, Hearing Officer  
April 1, 2024 at 11:00 a.m.

The customer contested water and sewer bills for the periods noted above. The DC Water and Sewer Authority (DC Water) investigated and determined that the water meter was over registering and that an adjustment was warranted. DC Water adjusted that two (2) timely disputed bills as well as bills incurred up to the removal of the water for testing. As such, the customer's account was adjusted for the period 6/6/2023 thru 12/5/23. The customer requested an administrative hearing to dispute the period of adjustment.

This matter was scheduled for a remote hearing on April 1, 2024. Present for the hearing were: Jasmine Choi; and, Stephanie Robinson and Kimberly Arrington on behalf of DC Water, as well as, Kristen Gibson, DC Water, observing only.

The property involved is rented commercial property at which Ms. Choi operates a coffee shop. She has been in business since year 2015. The coffee shop, which is situated on the first floor of the building, has two (2) bathrooms, a three (3) compartment sink and an outside faucet on the patio. Ms. Choi stated that the coffee shop is monitored by a separate water meter and the apartment above the coffee shop is monitored by a separate water meter. The coffee shop operates from 7:00 a.m. to 3 p.m. Monday through Friday and from 8:00 a.m. to 3:00 p.m. on the weekend. In addition to its owner, there are (6) employees. The water and sewer bill for the shop generally ranges between \$200.00 and \$300.00 per billing cycle

Ms. Choi asserted that the water and sewer bills for her establishment started hiking in year 2022. She stated that upon receipt of the September 2022 bill, she called DC Water; the bill was \$1,000.00. She stated that, when the water and sewer bill was \$600.00, she had not questioned the charge. She stated that she was told by the utility representative to check inside her shop for water issues and, thereafter, DC Water would come out to inspect. Ms. Choi stated

that she did not know that there was a timeframe to report discrepancies in the billing. She explained that she was dealing with her mother's declining health issues.

Ms. Choi stated that the water and sewer bill went down in January 2023 but, then, in May 2023, the bill went over \$2,000.00. She stated that she called DC Water and, also, hired a plumber. She stated that the plumber informed her that the water meter was registering 11x higher than the actual amount of water being used at the coffee shop.

Ms. Choi asserted that she did not pay attention to the water and sewer bills, which were on auto-pay, until the bill reached an unreasonably high amount.

Ms. Choi stated that she understands that she did not report the billing discrepancy in a timely manner. She stated that she does not know when the water meter started malfunctioning.

Ms. Choi stated that she rejected the adjustment but there is a credit on the account. She reiterated that she has all bills on auto-pay. She asserted that she desires an explanation as to how DC Water reached the account adjustment.

Ms. Choi stated that the water and sewer bill went back to normal in July 2023 but that she disputes the April, May, and June 2023 bills.

On cross-examination, Ms. Arrington asked Ms. Choi whether the upstairs apartment was occupied and the response was in the affirmative. Ms. Arrington, then, asserted that the same water meter monitors both the coffee shop and the upper-level apartment. Ms. Arrington confirmed that, after testing, the water meter was determined to have been running fast.

Ms. Robinson testified that the customer's dispute was received by DC Water on July 19, 2023. Ms. Robinson asserted that the utility has no record of the customer calling DC Water in September 2022 and she stated that Ms. Choi contacted DC Water for the first time on May 5, 2023.

Ms. Robinson explained that the customer sought to dispute bills from July 2022 to July 2023 and that DC Water determined that the customer's dispute of bills from July 6, 2022 to May 5, 2023 were untimely. Ms. Robinson pointed out that on each billing statement, the customer is advised that there is a 20-day deadline to dispute the bill. Ms. Robinson stated that the customer's dispute of the bills dated 6/6/23 and 7/19/23 was timely and considered for account adjustment and that these bills had been billed on actual meter reads.

Ms. Robinson stated that DC Water completed its investigation of the customer's bill dispute on August 8, 2023. She stated that, as part of the investigation, the utility pulled the

water meter for testing and the meter was determined to have been over registering water usage at 101.65%. Ms. Robinson pointed out that pursuant to 21 DCMR 405.2, DC Water will adjust a customer's account when it is found that the water meter has over registered water usage and she stated that Ms. Choi's account was adjusted for the period 5/4/23 to 11/26/23 resulting in a credit of \$2,173.51. She stated that the utility pulled the water meter for testing on 11/27/23.

Ms. Robinson testified that DC Water did not know that the customer's water meter was over registering water usage until Ms. Choi's Petition for Administrative Hearing was received and the water meter was tested. She stated that the utility checks a water meter if the meter reads are not being transmitted. She stated that during the investigation of a bill dispute, the first step in the investigation is to check for an internal leak. She stated that the utility will next check the meter reads and review the account. She stated that the last step in the investigation is to test the water meter in preparation for the administrative hearing.

Ms. Robinson stated that DC Water has no record of Ms. Choi calling the utility in year 2022. She stated that the first record of the customer calling the utility was on 5/5/23.

Ms. Choi interjected that 20 days is an unreasonably short time limit to dispute a bill. Ms. Arrington responded that it is up to the customer to look at her bill because the dispute time limit date is listed on the bill. Ms. Choi stated that it never occurred to her that the water meter was malfunctioning. Ms. Arrington pointed out that DC Water used to accept phone calls from a customer to initiate a bill dispute, however, after 8/17/22, the Municipal Regulations dictate that a bill dispute must be in writing.

Ms. Arrington stated that the utility looked at Ms. Choi's usage history and that usage was estimated during the period in dispute. Ms. Arrington stated that the comparable usage period for the account adjustment was based upon usage on the new water meter and the period used was 11/27/23 to 1/4/24. She stated that from 5/4/23 to 9/30/23, the adjustment was 107.14 CCF for water and sewer resulting in \$677.07 for water, \$1,319.00 for sewer, \$69.11 for Pilot, \$22.26 for ROW and additionally, 24.68 CCF of water, resulting in additional adjustment of \$377.57 for water, \$54.76 for sewer, \$2.85 for Pilot, and \$ .89 for ROW, all resulting in a total adjustment of \$2,173.51.

Ms. Choi complained that she paid over \$3,000.00 for water service in May and June 2023.

Ms. Robinson pointed out that there was 15.74 CCF recorded on the new water meter and that they used the usage on the new meter as the comparable period because the old water meter was over registering.

Ms. Choi asserted that she should have received an adjustment of \$3,000.00 to include adjustment for the April 2023 bill of \$1,477.34. Ms. Arrington responded that the dispute deadline for the bill dated April 5, 2023 was April 25, 2023. To which, Ms. Choi responded that it is unfair to impose a 20-day dispute time limit when DC Water has no time limit upon itself to time a water meter. Ms. Arrington pointed out that the adjustment granted went up to the date that the water meter was pulled from the property. Ms. Choi stated that the regulations make it extremely hard to dispute a bill. She cited the cost of a plumber. She further asserted that what is most important and matters most is that the bill is paid on time. She explained that she did not question the billing until she received a bill for \$2,000.00. Ms. Choi asserted that she wants the April 2023 billing included in the adjustment. She pointed out that her bill in 2021 was never over \$450.00.

Ms. Arrington stated that she would look at the account adjustment again for any discrepancies and that she would do so within the next 24 hours. Ms. Arrington pointed out that the Municipal Regulations allow the utility to go back three (3) years to establish a comparable period for account adjustment.

Per her agreement to do so, Ms. Arrington and Ms. Robinson did take a re-look at the account adjustment granted to the customer. By letter dated April 2, 2024, Ms. Robinson wrote to Ms. Choi that it was found that by using 5/06/20 through 11/04/2020 as the comparable period, the customer would have benefited the most from the Regulatory adjustment, as opposed to the adjustment being based upon current usage on the new meter from 11/27/2023 through 01/04/2024. The customer was informed that the initial adjustment resulted in removing 121.82 CCF and a credit of \$2,173.51 and by using the latter adjustment period for 5/06/2020 through 11/04/2020, 138.26 CCF would be removed and \$2,487.02 credited to the account. Accordingly, DC Water gave an additional 17.44 CCF of water credit and the original adjusted amount (\$2,487.02 - \$2,173.51 = \$313.51) resulting in an additional \$313.51 credited to the account. The Hearing Officer was advised by email dated April 5, 2023 of the revised account adjustment.

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

1. The property involved is a mixed-use building, having a coffee shop owned and operated by Jasmine Choi on the first floor and an apartment on the second floor.; Ms. Choi leases, only, the space for her coffee shop which operates under the name of "Jacob's Coffee House". (Testimony of Jasmine Choi)
2. The period in dispute is 5/4/2023 through 7/6/2023. (Testimony of the parties)
3. Ms. Choi sought to dispute bills from 7/6/2022 to 5/5/2023 but DC Water determined that the customer's dispute of said bills was untimely; DC Water accepted bills dated 6/6/2023 and 7/19/2023 as having been timely disputed. (Testimony of the parties)

4. Ms. Choi believed that the coffee shop was monitored by a meter separate from the meter monitoring water used in the apartment above the coffee shop. (Testimony of Jasmine Choi)
5. DC Water stated that the entire building was monitored by one water meter and that the bill is and was being sent to Jasmine Choi. (Testimony Stephanie Robinson and Kimberly Arrington)
6. Ms. Choi hired Magnolia Plumbing\*Heating\*Cooling to inspect the coffee shop for leaks and the plumber found no leaks at faucets or toilets but found that the water meter was over registering usage based upon a visual inspection having ran one gallon of water and the water meter clocking eleven (11) gallons. (Magnolia Plumbing Report dated July 14, 2023)
7. DC Water conducted an investigation of the bill dispute and as part of its investigation, the utility pulled the water meter for testing on 11/27/2023 and after testing, the water meter was determined to have 101.65% accuracy which is over-registering water usage. (Testimony of Stephanie Robinson)
8. DC Water adjusted the customer's account using a usage period based upon the new water meter. The adjustment granted was for the bill periods from 05/04/2023 through 11/26/2023 resulting in a deduction of \$2,173.51 in water and sewer charges. (Testimony of Stephanie Robinson; email to Jasmine Choi from DC Water dated January 30, 2024.)
9. The customer contended during the hearing that her historical water usage was lower than that used to adjust the account, so DC Water agreed to re-look at the adjustment. (Testimony of the parties)
10. As agreed on 04.01.2024 during the Administrative Hearing, DC Water reviewed the historical water usage going back three (3) years and determined that it had used the comparable period of 05/06/2020 through 11/04/2020, the customer would have benefited the most from the Regulatory adjustment, (DC Water email to Jasmine Choi dated April 2, 2024.
11. DC Water subsequently provided a further account adjustment of 17.44 CCF for water and sewer and an added \$313.52, increasing the adjustment to \$2,487.02 from the original adjustment amount of \$2,173.51. (DC Water email to Jasmine Choi dated April 2, 2024.

#### 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. 21 DCMR 405 Adjustment for Meter or Computation Errors

405.1 If the investigation discloses meter overread or faulty computations, adjustment(s) shall be made to reflect the correct charges, as indicated by the correct reading or corrected computations.

405.2 If the investigation reveals doubtful meter registration or possible meter malfunction, the Department shall remove the meter and test it.

405.3 If the results of the tests under §405.2 verify doubtful registration or meter malfunction, the bill shall be adjusted to equal the average consumption of water at the same premises for up to three (3) previous comparable periods for which records are available.

- 4. An owner or occupant may challenge the charges assessed by DC Water for water, sewer and groundwater sewer service, or any other bill service...See, 21 DCMR 402.1 Challenges must be in writing and challenges will be deemed to be filed untimely if made more than twenty (20) days after the bill date. (See, 21 DCMR 402.2)
- 5. DC Water is granted the authority to establish, adjust, levy, collect and abate charges for services, facilities, or commodities furnished or supplied by it, pursuant to D.C. Code §34-2202.03(11)
- 6. The D.C. Court of Appeals has ruled that DC Water may waive the time limits but if the utility elects not to do so, a customer who fails to meet the set time limits loses his right to dispute a bill and/or request and have an administrative hearing. (See, Gatewood v. DC WASA, 82 A.3d 41, D.C. Court of Appeals 2013)

### DECISION

The customer disputed the account adjustment granted by DC Water based upon the property's water meter over registering water usage. DC Water granted an account adjustment for the period 06/06/2023 through 11/26/2023. In addition to the account adjustment period recognized by DC Water, the customer sought an adjustment for bills from 07/06/2022 through 05/05/2023. DC Water determined that these earlier bills had not been timely disputed by the customer. DC Water presented testimony that the customer had not contacted the utility regarding




her water usage in year 2022 and that their first recorded contact with the customer was 05/05/2023. Further, the utility presented testimony that the customer filed her written dispute on 07/19/2023.

Each bill statement gives notice of the deadline to dispute the bill. A customer must dispute a bill within twenty (20) days of receipt of the bill and, in this case, there was no evidence that the customer had disputed any bill, in writing, for the billing periods from 07/06/2022 through 05/05/2023. During the hearing, Ms. Arrington testified that DC Water used to accept a bill dispute by phone call, however effective 8/17/2022, the Municipal Regulations require a customer to put a bill dispute in writing. (See, 21 DCMR 402) It was undisputed testimony that the customer's bill dispute was received by DC Water on 07/19/2023. DC Water started the account adjustment with the bill dated 06/06/2023. As such, it appears that DC Water made no mistake in the allowed period of adjustment of the customer's account.

During the hearing, the customer asserted that historically her bills were lower than current charges based upon the new water meter. DC Water's representatives agreed to look at the historical billing and they found that the customer was correct and that if they had applied billing in year 2020 upon which to base the comparable period, such period would have been more beneficial to the customer in terms of adjustment credit. DC Water recalculated the customer's account adjustment based upon the historical period of 05/06/2020 through 11/04/2020 and applied an additional amount of adjustment to the customer's account. As such, the customer prevails on her assertion that there was a more beneficial comparable period that should have been used for adjustment of the account.

Lastly, during the hearing, it was revealed that the customer has been paying the full water and sewer bill for the entire building, as opposed to just water usage in her coffee shop. It was explained to the customer, that payment of the water and sewer bill is a contract issue between tenant and landlord. Ultimately, the property owner is responsible for payment of water service to a property, however, by lease agreement a tenant may accept responsibility pursuant to the terms of her lease. In that, the customer, in this case, was unaware that she was paying for water service for the entire building, such issue of payment responsibility is a matter between her and the landlord.

Accordingly, the customer prevails in obtaining modification in her favor of the account adjustment, but DC Water prevails in its determination that the customer's dispute of bills from 07/06/2022 through 05/05/2023 was untimely. Based upon the record, DC Water has adjusted the customer's account based upon use of the comparable period of 05/06/2020 through 11/04/2020 and, as such, there should be no need to order the utility to do so, however, if the modified account adjustment has not been applied to the customer's account, then, DC Water shall do so pursuant to its email of April 2, 2024 to Jasmine Choi.

  
Janet W. Blassingame, Hearing Officer

Date: May 28, 2024

Copy to:

Jasmine Choi  
3807 Rainier Drive  
Fairfax, VA 22033

BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

DEPARTMENT OF CUSTOMER SERVICES

IN RE: David Banks  
428 Newton Place NW  
Washington, DC 20010

Service Address:  
[REDACTED] New Hampshire Ave. NW

Account No [REDACTED]  
Case No: 23-530004

Amount in Dispute: \$694.29

Before Janet W. Blassingame, Hearing Officer  
March 18 2024 at 11:00 a.m.

The customer contested water and sewer bills for the period June 27, 2023 to July 26, 2023. The DC Water and Sewer Authority (DC Water) investigated and determined that the charges were valid and no basis existed to adjust the account. The customer requested an administrative hearing.

This matter was scheduled for a remote hearing on March 18, 2024. Present for the hearing were: David Banks; Stephanie Robinson and Kimberly Arrington, on behalf of DC Water; and, Kristen Gibson, DC Water, observing only.

The property involved is a single-family residence owned by David Banks. Mr. Banks purchased the property in January 1999 and lived in the home until February 2023. The property has been rented to tenant since February 2023 and currently five (5) people reside in the home. The house has two and half (2 ½) bathrooms, a kitchen, a washing machine, a dishwasher, radiators, and one outside faucet. DC Water estimated the water usage at the property from time of purchase in 1999 up to July 12, 2023. The bill in dispute is the first billing of the customer based upon actual reading of the water meter.

Mr. Banks testified that he emailed DC Water regarding the billing and was told that the account would be adjusted for the period March 24, 2023 to May 23, 2023. Mr. Banks stated that he was told that no further adjustment could be done but he could appeal.

Mr. Banks stated that the property was inspected by Sylvester Perry, a plumber, who found no leaks.

Ms. Robinson recited the meter reads and bill amounts to have been:

8/24/23	17.47 CCF	\$337.48
9/27/23	19.76 CCF	\$377.83
10/26/23	14.71	\$298.20
11/23		\$344.81

12/23

\$281.18

Ms. Robinson explained that the bill dated 7/26/23 showing 37.72 CCF of water use was a combined reading in that a service technician read the meter on July 12, 2023 at 29.16 CCF. She stated that the service technician found the MTU detached from the water meter and after it was replaced by the service technician, DC Water started receiving transmitted meter readings.

Ms. Robinson stated that the customer's water usage was estimated May and June 2023 and that the 7/12/23 read was a catch-up for May, June, and part of July 2023.

Mr. Banks complained that he received no high-water usage alerts from DC Water after February 2020. He stated that he had high water usage in February 2020 due to a defective toilet flapper which was repaired.

Ms. Robinson stated that the MTU stopped transmitting meter reads from the property as of June 24, 2022. Ms. Arrington interjected that the utility was receiving intermittent transmitted meter reads but none were used in billing of the customer on bill dates. She asserted that the MTU was working in December 2022. She stated that the utility obtained a field read in April 2023 and the customer's account was adjusted for the period 3/24/23 – 5/23/23. She stated that a field read was done on April 25, 2023 but there was no accompanying work order. She stated that a work order was generated on June 2, 2023 and the service technicians were at the property on July 12, 2023.

Ms. Arrington stated that the customer received no high-water usage alerts because usage was normal when the MTU was working.

Ms. Robinson testified that, after the MTU was replaced on July 12, 2023, the customer has been billed based upon actual reads. She stated that the customer was billed a catch-up prior to July 12, 2023.

Ms. Robinson stated that there were intermittent meter reads back to December 2022. She pointed out that the customer's threshold setting for alerts is 4x normal usage, however the utility was unable to establish the customer's normal usage pattern because the reads were intermittent.

Ms. Arrington added that no alerts were sent because the reads were not electronically sent.

Ms. Robinson testified that there have been some stops in transmitted meter reads since July 12, 2023.

Ms. Robinson stated that the water meter was tested on October 3, 2023 and determined to have 65.73% accuracy. She stated that the water meter was pulled on September 20, 2023. She stated that DC Water did not perform an underground leak test because usage did stop periodically.

Ms. Robinson concluded that no adjustment of the customer's account was warranted based upon inconclusive findings pursuant to DC Municipal Code Section 21-408. She added that the utility's investigation looked at the work order and meter reads. Ms. Arrington added that DC Water is required to read a water meter on a quarterly basis and she stated that if the customer has been billed based upon a reading within three (3) months, the utility normally does not adjust the account.

Based upon the testimony and evidence adduced during the hearing and record in this matter, the Hearing Officer makes the following:

#### FINDINGS OF FACT

1. The property involved is a rental property owned by David Banks. (Testimony of David Banks)
2. The period in dispute is 6/27/23 to 7/26/23 reflected on the bill dated 7/28/23. (Testimony of the parties)
3. The MTU at the property stopped transmission of meter reads as of June 24, 2022 however, the customer was billed based upon estimated water usage from the time of the property owner's purchase of the house in year 1999 until July 12, 2023. (Testimony of David Banks and Stephanie Robinson)
4. On July 12, 2023, a service technician found that MTU detached from the water meter. (Testimony of Stephanie Robinson)
5. The service technician replaced the MTU and the utility began receiving regular transmission of meter reads from the property as of July 12, 2023. (Testimony of Stephanie Robinson)
6. The bill dated July 28, 2023 reflects a reading by the service technician on July 12, 2023 combined with transmitted meter reads thereafter, however the different readings are not separated on the bill statement and the bill appears to have been based entirely upon an one meter reading. The bill statement reflects a prior read date of 6/27/23 without noting that such reading was based, in part, upon estimate and the actual read taken by a service technician on July 12, 2023. (Testimony of Stephanie Robinson; Bill Summary dated 7/28/23)
7. The July 12, 2023 Work Order states that there had been no reads in Star since January 8<sup>th</sup>. (DC Water Work Order dated 7/12/23)
8. Prior to July 12, 2023, there was a field read taken on 4/25/23 which reflected high water usage. (DC Water Meter Readings- Billed)
9. The customer contacted DC Water regarding his bill on May 5, 2023 for the balance and he contacted the utility on June 2, 2023 requesting a meter read and was told that the ticket was created. (DC Water Interaction Notes pgs. 17 and 18)
10. DC Water estimated the customer's water usage for May and June 2023. (DC Water Meter Readings- Billed)
11. There were no meter reads in June 2023 until July 12, 2023 when the service technician came out to the property. (DC Water Interaction Notes pg. 12)
12. Because the MTU was not transmitting meter reads, the property owner did not receive any alerts of high-water usage occurring at the property. (Testimony of the parties)

13. DC Water adjusted the customer's account for the period 03/24/23 – 05/23/23 for the bill dated 05/30/23 resulting in an adjustment for 56.62 CCF for 100% discount on the excess water and 56.62 CCF for 100% discount on the excess sewer. (Testimony of Stephanie Robinson; DC Water letter dated July 21, 2023; DC Water Interaction Note dated 07/21/2023)
14. The bill dated 05/30/23 was a true-up bill issued for 61 days causing a high read. (DC Water Interaction Note dated 7/21/2023)
15. DC Water acknowledged that the billing period of 05/24/23 – 6/26/23 was based on an estimate. (DC Water Bill Investigation Report dated August 31, 2023; DC Water Interaction Notes pg. 6)
16. DC Water pulled and tested the water meter and the meter was determined to be under registering water usage at 65.73%. (Testimony of Stephanie Robinson)
17. DC Water did not conduct an underground leak investigation. (Testimony of Stephanie Robinson)
18. DC Water advised the customer that the 7/12/23 field read confirmed high usage and the customer should check the property for leaks. (DC Water Interaction Note pg. 13)
19. DC Water informed the customer that the read used to bill the account on 07/28/23 was sequential to the previous estimate.

#### 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.")
4. Effective December 17, 2021, 21 DCMR § 405 was amended making testing result for

meters based on overread as a practical matter (if underread, there will not be a change on the account.) (See, 21 DCMR § n 405)

5. Equitable laches comes into play when the defendant has been prejudiced by the plaintiff's delay and the delay must have been unreasonable. (See, King v. Kitchen Magic, 391 A.2d 1184, 1187-88 (D.C. 1978); Fannie B. Martin v. William Carter, 400 A.2d 326 (D.C. 1979).
6. Meters shall be read quarterly or at such other times as the General Manager shall determine. (See, 21 DCMR §308.1)
7. two prerequisites are met- the defendant must have been prejudiced by the
8. If at any time, a meter, data collection device or transmitter failed to register correctly or collect, deliver, or transmit data or otherwise operate or bears evidence of having been tampered with, as determined by qualified personnel of the Authority, the water charge for the interval in which the incident occurred shall be based on the average previous water consumption for that interval. (See, 21 DCMR 308.4)

### DECISION

The customer disputes the amount of account adjustment granted. DC Water determined that an adjustment was warranted and the utility adjusted the customer's account based upon the bill dated 05/20/23 which was for a 61-day billing period of 03/24/23 – 5/23/23 for extended estimates. The utility stated to the customer that the adjustment was granted to avoid financial hardship upon him. The customer was subsequently billed on 7/28/23 (the disputed bill) based upon a meter read taken by service technician sent to the property initiated by the customer calling the utility for a meter read. The customer was told by DC Water that the read used to bill the account on 7/28/23 was sequential to the previous estimate. The previous estimate was, in fact, included in the account adjustment granted.

The evidence and testimony established that DC Water did not alert the customer of high-water usage occurring at the property. The explanation by DC Water as to why there were no alerts was two-fold- the alert system is dependent upon electronically transmitted meter reads and, because there were no transmitted meter reads, the utility was unable to establish a pattern of normal water usage for the property. DC Water, further, asserts that the alert system is a curtesy to customers and if it does not work, no obligation was broken.

DC Water does have an obligation to obtain meters reads at least on a quarterly basis. It is unclear when the MTU stopped working. During testimony, Ms. Robinson stated that the MTU stopped working on June 24, 2022. Ms. Arrington stated that the MTU would send intermittent reads but the reads were not used for billing and she stated that the MTU was working as of December 2022. The July 12, 2023 Work Order stated that there were no reads from the property since January 8<sup>th</sup>. The property owner testified that all his water and sewer bills were estimated by the utility since his purchase of the property in 1999 up until a service technician came on

July 12, 2023.

DC Water's Meter Reads- Billed record reflects that a field read was done on April 25, 2023 reflecting 57.17 CCF of consumption but the customer was not billed upon or made aware of the field read. The customer was subsequently billed based upon an estimate for the next two (2) billing cycles- 5/23/23 and 6/26/23. Ms., Robinson testified that the July 12, 2023 read was catch-up for May, June, and part of July and that the July 28, 2023 bill was also a catch-up prior to July 12<sup>th</sup>.

The problem is that DC Water adjusted the customer bill to avoid financial hardship upon the customer up to 5/23/23 only but the utility failed to tell the customer based upon the April field read of the high meter reading and only informed the customer of the possibility of something amiss at the property after the service technician was out on July 12, 2023.

Had DC Water fixed the MTU at the property and not continuously billed the customer based upon estimated usage for approximately four (4) years, the customer could have investigated, known and mitigated water loss at the property. While DC Water does not have to send alerts using HUNA or CUNA, it does have an obligation to read its water meters for the purpose of providing its customers correct billing and, in turn, allow the customers to know their water usage.

It is arbitrary to give the customer an account adjustment for a portion of estimated billing and not to extend the adjustment when estimated billing continued for two and one half (2 ½) additional billing cycles, especially, when the utility had in its possession a field read, which it did not bill against, which would have alerted the customer of the possibility of high-water usage occurring at the property.

Laches comes into play when two prerequisites are met- the defendant must have been prejudiced by the plaintiff's delay and the delay must have been unreasonable. In this case the defendant is the customer who received a high bill in part due to extended estimation of his water usage by DC Water and the plaintiff is DC Water who had an obligation to provide the customer with an actual meter read within reasonable billing intervals.

Accordingly, it is the determination of the Hearing Officer that DC Water's determination that the charges are valid and no basis exists to adjust the customer's account is wrong and thereby REVERSED. The customer is entitled to further adjustment of the account. DC Water is directed to modify the account adjustment period so that the same ends on July 12, 2023, thereby, adjusting the customer's account for the period- 3/24/23 to 7/12/23.





Janet W. Blassingame, Hearing Officer

Date: May 28, 2024

Copy to:

David Banks  
428 Newton Place NW  
Washington, DC 20010

BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

DEPARTMENT OF CUSTOMER SERVICES

IN RE: [REDACTED]  
[REDACTED] McGill Terrace, NW  
Washington, DC 20008

Account No: [REDACTED]  
Case No: 23-405160

Amount in Dispute: \$542.13

Before Janet W. Blassingame, Hearing Officer  
March 20, 2024 at 11:00 a.m.

The customer contested water and sewer bill for the period April 4, 2023 to May 1, 2023. The DC Water and Sewer Authority (DC Water) investigated and determined that the charges were valid and no basis existed to adjust the account. The customer requested an administrative hearing.

This matter was scheduled for a remote hearing on March 20, 2024. Present for the hearing were: [REDACTED] the property owners; and, Stephanie Robinson, on behalf of DC Water, as well as, Kristen Gibson, DC Water, observing only.

The property involved is a single-family residence having four and one-half (4 1/2) bathrooms, one kitchen, two (2) dishwashers, a washing machine, a utility sink, and a sprinkler system. The couple has lived in the home since year 1970 and the water and sewer bill runs between \$200.00 and \$300.00 per billing cycle.

[REDACTED] stated that he panic when he received his water and sewer bill. He asserted that nothing unusual was going on in or about the property. [REDACTED] interjected that they did not receive an alert of high-water usage occurring from DC Water. The Hearing Officer read the alerts noted in the customer's file as having been- HUNA on 5/1/23 and CUNA on 4/11, 4/12 and 4/30 2023 and 5/1/23. [REDACTED] then, stated that he may have gotten an alert but he called a plumber after calling DC Water.

[REDACTED] stated that the plumber came out on May 12, 2023 and found a defective toilet flapper. Mr. Turner stated that the sprinkler system company was also contacted and they found no leak regarding the sprinkler system.

[REDACTED] stated that their water consumption went down from 27.16 CCF to 10.6 CCF.

██████████ testified that when he originally called to the Call Center, the representative told him that something might be wrong with the water meter. He stated that when he called DC Water Customer Service, the utility would not do anything to the water meter. He stated that after some period, he was told that the water meter was exchanged and was in the lab. He complained that he never received notice or was told the results of the meter being in the lab.

Ms. Robinson stated that DC Water investigated the bill charges and the customers had been billed upon actual meter reads which are transmitted hourly. She stated that the meter read log shows numerous stops in usage, so DC Water did not conduct an underground inspection because if an underground leak had been present, the usage would have been continuous. She, also, stated that the customers' usage had decreased by the time of the utility's investigation.

Ms. Robinson pointed out that the decline in water usage coincides with the plumber visit to the property and repair of the toilet flapper. She added that no underground leak inspection was warranted because of the admitted toilet repair.

Ms. Robinson testified that DC Water pulled the water meter for testing and the meter was determined to have 96.18% accuracy which means that it was under registering water used at the property.

Ms. Robinson asserted that no account adjustment was warranted pursuant to DCMR 21-§406.2 which states that no adjustment is made when excessive water usage is the result of a leaking household fixture.

██████████ complained that he was never told that the water meter was taken out and checked. Ms. Robinson responded that the water meter is situated outside and as such, notice to the property owner was unnecessary for the utility to have access to the meter.

██████████ asserted that he is trying to understand how a slow leak could fill a 4 ft. pool. He added that on the corner of McGill and 28<sup>th</sup> St., the manhole cover has water bubbling up thru it. Ms. Robinson responded that water seeping from a manhole does not impact the customer's bill because leaks in the street do not register on a customer's water meter. She asserted that the water meter only registers water going out of the house.

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

#### FINDINGS OF FACT

1. The property involved is a single-family residence owned and occupied by ██████████

- [REDACTED]
2. The period in dispute is April 4, 2023 to May 1, 2023. (Testimony of the parties)
  3. DC Water sent the customers a HUNA alert on May 1, 2023 and CUNA alerts on 4/11, 4/12, 4/30/2023 and May 1, 2023. (The record in this matter- DC Water Interaction Notes)
  4. When the customer received his bill, he contacted a plumber and called DC Water's Call Center, followed by a call to DC Water Customer Service. (Testimony of [REDACTED])
  5. [REDACTED] testified that no alerts were received by DC Water, however [REDACTED] testified that he may have gotten an alert. (Testimony of Lester and [REDACTED])
  6. The plumber was at the property on May 12, 2023 and found a defective toilet flapper which was described as having a slow leak. (Testimony of [REDACTED] Advanced Plumbing Solutions, LLC invoice dated May 12, 2023)
  7. After the plumbing repair was made, the customer's water consumption decreased from 27.16 CCF to 10.6 CCF. (Testimony of [REDACTED])
  8. According to DC Water, the customer's water usage declined on May 12, 2023, the same day that the toilet repair was performed. (Testimony of Stephanie Robinson)
  9. DC Water tested the water meter and the meter was determined to be under-registering water usage at 96.18% accuracy. (Testimony of Stephanie Robinson)
  10. DC Water did not perform an underground leak because water usage at the property was not continuous and had declined by the time of the utility's investigation of the customer's bill dispute.

#### CONCLUSIONS OF LAW

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

1. 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.

2. The repair of leaking faucets, household fixtures, and similar leaks, and the repair of malfunctioning water-cooled air conditioning equipment, are the responsibility of the owner or occupant, (21 DCMR 406)
3. The property owner is the ultimate responsible party to pay for water and sewer services at a property and the obligation to pay DC Water's water and sewer charges runs with the property where the water services are rendered. See, Euclid Street, LLC v. D.C. Water and Sewer, 41 A. 3<sup>rd</sup> 453, D.C. Court of Appeals 2012.

### DECISION

The customers failed to establish a prima facie case that the determination of DC Water that the charges were valid was wrong or for some other reason they should not be responsible for payment of the bills.

The evidence and testimony established that a defective toilet flapper was found in the house and when repaired, the customers' water usage declined.

DC Municipal Code Section 21-§406 dictates that the repair of leaking faucets and household fixtures such as a toilet causing high water consumption does not form a basis for adjustment of the customer's account.

In this case, the preponderance of the evidence, in light of the decline in water usage at the property commensurate with repair of the defective toilet flapper, is that more likely than not the defective toilet caused the increased water usage at the property.

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

  
Janet W. Blassingame, Hearing Officer

Date: May 28, 2024

Copy to:

  
McGill Terrace NW  
Washington, DC 20008

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

In the Matter of:

[REDACTED], NW  
Washington, DC

Account No: [REDACTED]

Petitioners

v.

District of Columbia Water and Sewer Authority

Respondent.

ORDER

This matter comes before the Hearing Officer based upon a Joint STIPULATION OF [REDACTED] AND DC WATER and their request that the Hearing Officer re-issue the March 23, 2023 "Corrected Order" to correct the record in accordance with the facts as jointly stipulated and as a Final Order and full administrative resolution of [REDACTED]'s Clean River Impervious Area Charge billing dispute.

The parties concurred that the March 23, 2023 Order of the Hearing Officer on the "Joint Petitioners Motion for Summary Judgment" fully resolved the issue administratively of whether [REDACTED] are subject to the imposition by DC Water of the Clean Rivers Impervious Area Charge ("Matter"). The parties agreed, by stipulation, that there are no other pending or unresolved issues with regard to the [REDACTED]'s Clean Rivers Impervious Area Charge billing dispute nor are there any other billing disputes issues or matters jurisdictionally before the Hearing Officer.

Based upon the foregoing outlined Stipulation of the parties, the Hearing Officer does re-issue the March 23, 2023 "Corrected Order" which is incorporated herein by reference with modification of page 28 of the Corrected Order that respect to [REDACTED] the issue of whether stormwater from their property is not physically capable of reaching a DC Stormwater sewer is/was not an issue before the Hearing Officer and the same has no bearing upon the finality of the March 23, 2023 Order. Accordingly, there are no other pending or unresolved issues regarding the [REDACTED] Clean Rivers Impervious Area Charge billing dispute nor are there any other billing disputes issues or matters jurisdictionally before this Hearing Officer. Further, with respect to [REDACTED] the March 23, 2023 Corrected Order as modified above is a Final Order.

Accordingly, Petitioners' Motion for Summary Judgment is DENIED. DC Water is GRANTED judgment against [REDACTED] and their Petition is hereby dismissed.



Janet W. Blassingame, Hearing Officer

Date: May 28, 2024

Copies to:

Stephen K. Gardner, Esq.  
Kalbian Hagerty L.L.P.  
888 17<sup>th</sup> Street, NW  
Suite 1200  
Washington, DC 20006

Emil Hirsch, Esq.  
Carlton Fields  
1025 Thomas Jefferson Street., NW  
Suite 400 West  
Washington, DC 20007-5208

BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

DEPARTMENT OF CUSTOMER SERVICES

IN RE [REDACTED]

Washington, DC 20007

Account No: [REDACTED]

Case No: 23-49808

Periods and Amounts in Dispute:

5/11/23 – 6/12/23	\$1,796.92
6/13/23 – 7/12/23	\$2,694.48

Before Janet W. Blassingame, Hearing Officer  
March 13, 2024 at 10:00 a.m.

The customer contested water and sewer bills for the periods noted above. The DC Water and Sewer Authority (DC Water) investigated and determined that the charges were valid and no basis existed to adjust the account. The customer requested an administrative hearing.

This matter was scheduled for a remote hearing on March 13, 2024. Present for the hearing were: [REDACTED], the customer, with Fanny Quinitanilla; and, Arlene Andrews, on behalf of DC Water, as well as, Kristen Gibson, DC Water, observing only.

The property involved is a single-family residence occupied by [REDACTED] with his wife and two (2) children. The property has two (2) kitchens, two (2) bathrooms, a washing machine, a dishwasher, one outside faucet, and an irrigation system. The water and sewer bill has ranged between \$170.00 and \$180.00 per billing cycle.

[REDACTED] testified that when he received the water and sewer bill, he called ABCO Plumbing Co. Ms. Quinitanilla interjected that the bill dated June 20, 2023 was not received until the first week of July 2023 and the plumber was called on July 13, 2023 and that the plumber was called within 24 hours of receiving the bill. [REDACTED] stated that the plumber checked the inside of the house and found no problems but he saw that the hose bib pipe on the wall was broken. [REDACTED] stated that the repair was done on July 13, 2023 and that the plumber changed the whole pipe.

[REDACTED] stated that he received no alerts from DC Water of high water usage occurring at the property but, he acknowledged that he did not have an on-line account with the utility.

Ms. Quinitanilla asserted that they were asking for grace from DC Water and she reiterated that they called a plumber within 24 hours of receipt of the water and sewer bill.

Ms. Andrews testified that the bill charges were based upon actual meter reads and she pointed out that the plumber identified the problem as a burst exterior hose-bib pipe.



Ms. Andrews stated that, pursuant to DC Municipal Code Section 21-406.2, DC Water does not adjust a customer's account for excessive water caused by a leaking faucet. She stated that DC Water follows the regulations and does not give curtesy adjustments. She stated that for a customer to receive HUNA alerts if and when high water usage is occurring at his property, the customer must establish an on-line account with the utility and provide either an email address or telephone number. She added that, because the customer has an irrigation system, he should adjust the setting for alerts when the irrigation system is in use, otherwise, she suggested that the customer set the alert for 2x above normal water usage.

Ms. Quinitanilla pointed out that they received a text message from the utility after the bill dispute was initiated. Ms. Andrews responded that, when a customer submits a bill dispute, the utility sends an email to the customer which is different from establishing an on-line account.

Ms. Andrews concluded by stating that DC Water considers a hose bib to be a fixture.

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

#### FINDINGS OF FACT

1. The property involved is a single-family residence occupied by [REDACTED] his wife and two (2) children. (Testimony of Rahim Sharmin)
2. The period in dispute is from May 11, 2023 to July 12, 2023. (Testimony of the parties)
3. The customer was unaware of any plumbing issue at his home until he received his water and sewer bill during the first week of July 2023 and he reacted to the bill by contacting ABSO Plumbing Co. (Testimony of [REDACTED] and Fanny Quinitanilla)
4. The plumber checked the property for leaks and found a burst exterior hose-bib pipe. (Testimony of [REDACTED]; ABCO Plumbing Co, invoice dated 07/13/2023)
5. The customer did not have an on-line account with DC Water and, as such, did not receive any high-water usage alerts regarding the property. (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. The repair of leaking faucets, household fixtures, and similar leaks, and the repair of malfunctioning water-cooled air conditioning equipment, are the responsibility of the owner or occupant, (21 DCMR 406)
- 4. The property owner is the ultimate responsible party to pay for water and sewer services at a property and the obligation to pay DC Water's water and sewer charges runs with the property where the water services are rendered. See, Euclid Street, LLC v. D.C. Water and Sewer, 41 A. 3<sup>rd</sup> 453, D.C. Court of Appeals 2012.

### DECISION

The customer failed to establish a prima facie case that the determination of DC Water was wrong or for some other reason he should not be responsible for payment of the bills.

The evidence and testimony established that there was a broken hose bib at the property which required repair by the plumber. As pointed out by DC Water's representative, pursuant to DC Municipal Code 21-406, the utility does not adjust a customer's account for excessive water used/lost due to a leaking faucet or household fixture. Ms. Andrews testified that DC Water considers a hose-bib, such as was broken at the customer's residence, to be a fixture.

The property owner is responsible for repair of leaking faucet and household fixtures in and about his property unless the leak is underground or otherwise not visible to the naked eye. In this case, there was no testimony or evidence to excuse the property owner from responsibility for the broken pipe found by the plumber and, as such, the determination by DC Water that the charges are valid and no basis exists to adjust the customer's account is hereby AFFIRMED.

  
Janet W. Blassingame, Hearing Officer

Date: May 28, 2024

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