

BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

DEPARTMENT OF CUSTOMER SERVICES

IN RE: [REDACTED]

Washington, DC 20019

Account No: [REDACTED]

Case No: 23-582235

Amount in Dispute: \$595.40

Before Janet W. Blassingame, Hearing Officer
May 8, 2024 at Noon

The customer contested a water and sewer bill for the period June 24, 2023 to August 22, 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 May 8, 2024. Present for the hearing were: [REDACTED] Arlene Andrews, on behalf of DC Water, as well as, Kristen Gibson, DC Water, observing only.

The property involved is a semi-detached single-family residence having one kitchen, one and one-half (1 ½) bathrooms, a washing machine, and one outside faucet. Three (3) people reside in the home and they have lived there since December 2020. [REDACTED] stated that the water and sewer bill had never exceeded Five Hundred Dollars (\$500.00) except in year 2021, when sod was installed and he was watering the new grass.

[REDACTED] testified that nothing out of the ordinary was occurring at his home during the period in dispute. He stated that DC Water was removing lead pipes in the street. He asserted that a DC Water technician told him, even before the bill in dispute was received, that his meter was not working. [REDACTED] stated that he was told that the MTU needed to be changed out.

[REDACTED] stated that after the MTU was changed, his water and sewer bill went back to normal and has ranged between One Hundred Dollars (\$100.00) and One Hundred Fifty Dollars (\$150.00) per billing cycle.

[REDACTED] asserted that he should not be held responsible for a bill he did not cause. He stated that there were no leaks in the home and the toilets were not running. He, further, stated that when he emailed DC Water, the response was that there was nothing wrong but to change out the device.

Ms. Andrews stated that the disputed charge was based upon a field read by a DC Water technician and that the read was confirmed on September 13th and found to be in-line.

Ms. Andrews asserted that whatever caused the increased water usage at the property was controlled at the home. She testified that the utility tested the water meter and the meter was determined to have 100.23% accuracy. Ms. Andrews explained that DC Water abides by the standard for water meter accuracy set by the American Water Works Association and that a water is functioning accurately if between 98.5% and 101.5%. Ms. Andrews stated that DC Water did not conduct an underground leak inspection because the usage was controlled at the property and declined.

Ms. Andrews stated that the finding of the utility's investigation was that the cause was inconclusive and, as such, pursuant to 21 DCMR §408.1, the customer is not entitled to an account adjustment. Ms. Andrews went on to explain that there are two (2) components involved- the water meter and the MTU (meter transmittal unit). She stated that the MTU stopped transmitting as of July 2022 (10 months and 60 days). She stated that DC Water changed the MTU on September 13, 2023. She further stated that the field reading of usage on the water meter was done on July 24, 2023. She acknowledged that the customer was not advised of the MTU problem. She stated that the customer was billed on August 23, 2023.

Ms. Andrews stated that she was not sure why the Billing Department did not send a letter to the customer to advise that the technician, as a result of the field reading done in July, had found high water usage occurring at the property. Ms. Andrews added that such a high-water usage notification by letter is a courtesy but DC Water does not have to tell a customer that something is going on at his/her property. She acknowledged that the customer, in the past, had been given notice of high-water usage occurring at the property, but she does not know why it was not done in this instance.

Ms. Andrews stated that the high-water usage could have occurred any time over a three (3) month period. She stated that the field reading pertained to the period April 25, 2023 to July 24, 2023. She stated that the customer used 1.96CCF between August 22, 2023 and September 13, 2023 and that the customer used 2.80 CCF between September 13, 2023 and September 25, 2023.

██████████ reiterated that there were no leaks at his property and that the usage was random. Ms. Andrews responded that high usage is usually the result of a malfunctioning toilet. ██████████ retorted that nothing was changed in the house and he did not hear any running water. ██████████ asserted that the water and sewer bill caught him totally in the blind.

Ms. Andrews stated that the customer's service was done regarding removing lead pipes in June 2022 and that lead pipes were removed on the public side in year 2018. ██████████ stated that DC Water was doing work near his home around the time of his receipt of the bill in dispute.

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

FINDINGS OF FACT

1. The property involved is a single-family residence occupied by three (3) people. (Testimony of [REDACTED])
2. The period in dispute is from June 24, 2023 to August 22, 2023. (Testimony of the parties)
3. The billing period was an extended period of 60 days. (Bill Statement dated 8/23/23)
4. The customer was unaware of any plumbing issue at his home until he received his water and sewer bill. (Testimony of [REDACTED])
5. The MTU at the property stopped transmitting meter reads in July 2022. (Testimony of Arlene Andrews)
6. The charges reflected in the bill dated 8/23/23 were based upon a field meter reading taken by a DC Water service technician on 7/24/2023. (Testimony of Arlene Andrews)
7. Prior to the field meter reading taken on 7/24/2023, the utility sent a technician to take a meter field read on 4/25/2023. (Testimony of Arlene Andrews)
8. DC Water tested the water meter and the meter was determined to have 100.23% accuracy. (Testimony of Arlene Andrews)
9. DC Water changed the MTU at the property on September 13, 2023. (Testimony of Arlene Andrews)
10. Because the MTU was not transmitting reads during the period in dispute, DC Water is unable to pinpoint when high usage occurred at the property and can only state that the high usage occurred anytime over a three (3) month period. (Testimony of Arlene Andrews)
11. HUNA notifications of high-water usage are dependent upon MTU electronic transmission of meter reads; however, DC Water was aware that high water usage had occurred at the property as of the service technician taking a field meter reading. (Testimony of the parties; judicial notice as to HUNA notifications)
12. DC Water did not advise the customer of the 7/24/2023 meter reading until the customer was billed as of the 8/23/2023 bill statement. (Testimony of the parties)

CONCLUSIONS OF LAW

1. The burden of proof is on the customer to show, by a preponderance of evidence, that the decision of DC Water is incorrect. (21 DCMR§ 420.7 and §420.8)
2. 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. Meters shall be read quarterly, or at such other times as the Director shall determine. (21 DCMR 308.1 and 309.1)
4. If at any time, a meter, data collection device or transmitter fails to register correctly or collect, deliver, or transmit data or otherwise operate or bears evidence of having been tampered with, as determined by qualified personnel of the Authority, the water charge for the interval in which the incident occurred shall be based on the average previous water consumption determined by meter readings. (21 DCMR 308.4)
5. 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.")
6. 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)
7. 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)
8. The property owner is the ultimate responsible party to pay for water and sewer services at a property and the obligation to pay DC Water's water and sewer charges runs with the property where the water services are rendered. See, Euclid Street, LLC v. D.C. Water and Sewer, 41 A. 3rd 453, D.C. Court of Appeals 2012.

DECISION

The customer failed to establish that more likely than not the bill in dispute was wrong.

In this case, high water usage occurred at the property when the MTU was not transmitting meter reads to the utility and DC Water was dependent upon either estimating water usage occurring at the property or sending a service technician to the property to obtain a reading of water usage on the water meter. As opposed to estimating usage, the utility sent a service technician to read the water meter. Field reads were performed on April 25, 2023 and July 24, 2023. The defective MTU was changed on September 13, 2023. Pursuant to 21 DCMR §308.1 and 309.1, DC Water is obligated to obtain a meter read at least on a quarterly basis. Here, the customer was billed for a period of 60 days, and, as such, DC Water was in compliance with its regulations.

The issue here was that even though a field read was performed and high usage was recorded by a service technician in July 2023, DC Water did not inform the customer of the field read findings until the bill was sent in August 2023. Normally, when the MTU is sending meter reads, if a customer is set for HUNA alerts and threshold setting is reached, an electronic alert of high usage will automatically go out to the customer in a format selected. Such alerts are sent by

email, text and/or telephone call, per the election of the customer for alerts. The reason for sending a HUNA alert is to provide a customer with the opportunity to investigate what is going on at the property and to mitigate water loss if possible. HUNA alerts are a courtesy and DC Water is not obligated by regulation to alert customers when high usage is occurring at their properties.


Had DC Water failed to obtain a meter read from the customer's property within 90 days pursuant to regulation, the customer would have had standing to assert that he should not be responsible for the high usage that occurred at his property. In this case, the utility billed within 60 days and the bill went out to the customer within 90 days as required.

DC Water was unable to pinpoint when the high usage occurred at the property because it did not have electronic meter reads. Likewise, the utility does not have the ability to know what might be causing high water usage within a customer's residence. Ms. Andrews, during her testimony, informed the customer that usually high usage is due to a malfunctioning toilet but her statement was speculative and not specific to the customer's situation.

Pursuant to DC Municipal Regulations, DC Water does not adjust a customer's account when high water usage is caused by a defective household fixture such as a toilet and the utility does not adjust a customer's account, when what caused the high usage is unknown after investigation. (See, 21 DCMR §406 and §408)

Ultimately, the property owner is responsible for what occurs within his property and, in this case, DC Water conducted its investigation of the bill dispute by testing the water meter and the meter was found to be operating properly and, moreover, the usage declined within necessity of repairs being performed.

Based upon the foregoing, the determination by DC Water that the charge is valid and no basis exists to adjust the customer's account is hereby AFFIRMED.



Janet W. Blassingame, Hearing Officer

Date: July 16, 2024

Copy to:



Washington, DC 20019

BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

DEPARTMENT OF CUSTOMER SERVICES

IN RE [REDACTED]

Washington, DC 20011

Account No: [REDACTED]

Case No: 23-292615

Amount in Dispute: \$626.55

Before Janet W. Blassingame, Hearing Officer
May 15, 2024 at 10:00 a.m.

The customer contested a water and sewer bill for the period January 26, 2023 to February 22, 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 May 15, 2024. Present for the hearing were: [REDACTED], Stephanie Robinson, on behalf of DC Water, as well as, Kristen Gibson, DC Water and Carolyn Elefant, Esq., observing only.

This customer was previously before the Hearing Officer and a Decision was rendered September 29, 2023 and the customer was granted an adjustment.

[REDACTED] stated that she has had three (3) previous adjustments in which she was granted 50% water and 100% sewer. She stated that the adjustments were as follows:

9/24/22 – 12/22/22	\$2,526.32	plus late fees- \$254.67
12/23/22 – 2/23/23	\$3,302.14	
12/23/22 – 1/25/23	<u>\$ 626.65</u>	

Total Adjustment granted- \$6,455.11

[REDACTED] stated that, after the adjustments, she cannot understand why she has a \$2,000.00 balance with DC Water.

Ms. Robinson stated that [REDACTED] granted adjustment was 2-part. She stated that the adjustment was as follows:

March 23, 2023 for period 12/23/22 – 2/22/23 (62 days) for 255.49 CCF of water (50% water and 100% sewer). Ms. Robinson stated that they looked at the customer's historical usage from 12/23/21 – 2/23/22 (63 days) and determined normal usage was 26.81 CCF. She stated 228.68 CCF was excess- 50% = 114.34 CCF for water and 100% sewer at 228.68 CCF. She, then, stated that the adjustment equated to \$3,302.14.

April 25, 23 for period 9/24/22 – 12/22/22 (90 days) for 185.84 CCF used. Ms. Robinson stated that the comparable period used as 9/ /21 – 12/22/21 (91 days) and determined normal usage was

28 CCF. She stated that the customer was granted adjustment of 50% water and 100% sewer which included a rate change as of 10/1/22 and the customer received an adjustment of \$2,526.99 which included late fees of \$254.67/

Ms. Robinson testified that for the period 12/23/22 – 1/25/23, the utility removed 50% adjustment for water and same comparable period and 14.23 CCF were used for total 197.05 CCF of excess usage. Adjustment for water only- 98.50 CCF = \$549.80; Pilot- \$58.13 and ROW- \$18.72, making a total adjustment of \$626.65.

After Ms. Robinson's explanation, [REDACTED] reiterated that she still has an outstanding balance of \$2000.00. To which, Ms. Robinson responded that the customer's current bills are running \$400.00 to \$500.00 each billing cycle and that DC Water is not receiving from the customer full payment each billing cycle. [REDACTED] acknowledged that she has not and is not paying the full amount charged on each billing statement.

Ms. Robinson advised the customer that she may want to hire a plumber to investigate the current usage occurring at the property.

Ms. Robinson pointed out that for a 63-day period, the customer used 25.40 CCF for which the charge is \$300.00+.

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

FINDINGS OF FACT

1. The customer was granted an administrative hearing in 2023 for a bill dispute and after hearing, she was granted an account adjustment pursuant to the Hearing Decision. (The record in this matter)
2. The customer utilized that bill dispute forum of this hearing to obtain understanding of a cumulative balance of \$2,000.00+ on her account after having been granted an account adjustment after administrative hearing in year 2023. (Testimony of [REDACTED])
3. It was explained that the customer was granted a 3-part adjustment based upon 50% adjustment for excess water and 100% adjustment for sewer, all of which totaled \$6,455.78 for the period 9/24/22 to 1/25/23. (Testimony of Stephanie Robinson)
4. The customer acknowledged that she has not been paying the full amount charged by DC Water on her Bill Statements. (Testimony of [REDACTED])
5. High Water usage appears to be occurring at the property resulting in \$400.00 to \$500.00 bill charges for water service to the customer per billing cycle. (Testimony of Stephanie Robinson)
6. The customer was advised to hire a plumber to investigate the cause of high-water usage occurring at her property. (Testimony of Stephanie Robinson)

CONCLUSION 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)

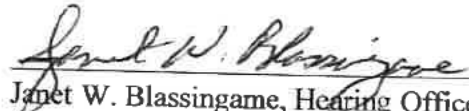
DECISION

The customer failed to establish that more likely than not the bill being disputed was wrong or for some other reason, she should not be responsible for its payment.

The customer was not disputing current charges but was seeking an understanding of a cumulative balance in excess of \$2000.00 after having been granted an account adjustment following an administrative hearing in year 2023 for a successful bill dispute.

The testimony established that the customer has not and is not paying the full amount due and owed by her on her Bill Statements from DC Water and, further, based upon her current water usage, she may have a plumbing issue at her home. The customer was advised to seek the services of a plumber to investigate the high-water usage occurring at the property.

Based upon the foregoing, 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: July 16, 2024

Copy to:



Washington, DC 20011

BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

DEPARTMENT OF CUSTOMER SERVICES

IN RE: [REDACTED]

Washington, DC 20012

Account No: [REDACTED]

Case No: 23-341613

Bill Periods and Amounts in Dispute:

12/21/22 – 1/23/23 \$8,082.42

1/24/23 – 2/21/23 \$ 611.01

Before Janet W. Blassingame, Hearing Officer

May 15, 2024 at Noon

The customer contested a 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 May 15, 2024. Present for the hearing were: [REDACTED] with her son, [REDACTED] and daughter, [REDACTED], represented by Adam Carlesco, Office of Peoples' Counsel, DC (OPC) with Claire Shobelski, Outreach Specialist, OPC; Arlene Andrews and Kimberly Arrington on behalf of DC Water, as well as, Kristen Gibson and Geneva Parker, DC Water, and Carolyn Elafant, Esq. observing only.

The property involved is a single-family residence occupied by [REDACTED] and her son, [REDACTED]. The property has three (3) bathrooms, two (2) kitchens, a washing machine, a dishwasher, three (3) outside faucets and five (5) sinks. The water and sewer bill has historically ranged between One Hundred Dollars (\$100.00) and Two Hundred Dollars (\$200.00) per billing cycle.

In opening, Mr. Carlesco asserted that his clients are seeking an adjustment due to negligence of DC Water in addressing a problem when they asked the utility to close the water valve. Mr. Carlesco stated that his clients' request is based upon 21 DCMR §407 which pertains to a leak between the water meter and a structure. He stated that the pipe involved is in the house.

[REDACTED] testified that he heard gushing sounds and called DC Water. He stated that the utility responded to his call and came out to the property on January 8, 2023, Mr. [REDACTED] stated that he requested that DC Water shut off the main water valve to the house. Mr. [REDACTED] identified that the DC Water service technician who responded to his call as being William Proctor. He stated that after the house visit by the DC Water service technician, he was able to flush toilets and turn on water at the sinks which lead him to believe that the water was still on within the house. [REDACTED] stated that he noticed, a few days later, the gushing sound coming from the basement of the house.

██████████ stated that when he first heard the gushing sound, he did not go into the basement. When he heard the gushing sound again, he found water gushing out of a broken pipe in the basement of the house. ██████████ stated that the pipe was below the ceiling in the basement. He stated that the basement of the residence is ground level and that water flooded the basement kitchen. ██████████ stated that there was a second cut-off valve in the house and then the pipe went into the wall. He stated that the water was running from the yard, down the driveway and into the street.

██████████ stated that a plumber came out to the property sometime between January 8, 2023 and January 17, 2023. ██████████ stated that the plumber told him that the valve at the meter needed to be turned more and that the leak was between the main water valve and the house.

██████████ stated that the DC Water service technician, William Proctor, recommended a plumber to him and gave him the recommended plumber's telephone number. He stated that the recommended plumber came out but indicated that his mother was sick and he required two (2) weeks before he could perform any service. ██████████ stated that the plumber never performed any work at his residence and he, ultimately, contacted Robert Skinner.

██████████ testified that Mr. Proctor just gave him a card and never gave him notice of any repair obligation. ██████████ stated that Mr. Proctor turned the water valve at the meter and that action stopped the water from running down the driveway. Mr. Carlesco interjected that water usage at the property went down following the action by Mr. Proctor, but water usage did not return to normal. He stated that average usage was 100 gallons and usage went down to 30 or 60 gallons per day between January 7th and 8th, but after Plumber Skinner was out to the property, water usage was 1 gallon per hour as of January 16th or 17th. Skinner found that the line into the basement was leaking due to freezing. The plumber took the basement ceiling down- a drop ceiling. ██████████ contended that the leak started December 26, 2022.

Mr. Carlesco pointed out that there was a significant increase in usage at the property between 5 p.m. and 11 p.m. on December 26, 2022 which leads him to believe that the water line froze on December 26, 2022.

██████████ stated that she noticed on the May 2023 bill that there was a surge in water usage for one hour. She asserted that there was nothing happening in the house to cause a spike in usage.

Photos taken by DC Water on January 17, 2024 were shown. Ms. Andrews interjected that the utility pulled the water meter for testing. She stated that the customers had a high bill in December 2023 and DC Water adjusted the bill of \$1,700.00. She stated that the water meter was replaced after December 2023. Ms. Andrews stated that the account adjustment was due to estimated billing. Mr. Carlesco interjected that the customers seem to have issues with the water meter and the valves.

██████████ asserted that she does not believe that her mother is responsible for the January 2023 and February 2023 bills.

On cross-examination, ██████ stated that Skinner came out to the property on January 16 and 17, 2023. Ms. Andrews asserted that DC Water came out to the property on January 7, 2023. ██████ stated that water usage dropped as of January 8, 2023 and water stopped going down the driveway of the property. ██████ stated that he did not hear the gushing water sound after January 8th until he opened the basement door. ██████ stated that he thought the water had been cut-off at the street.

Mr. Carlesco inserted that on the card given to his clients by William Proctor was Mr. Proctor's personal telephone number.

It was noted that the DC Water Work Order dated January 7th was in response to ██████ call to DC Water. It was further noted that the Work Order dated January 23, 2023 noted that DC Water could not gain access to the water meter because a car was over the meter site.

Ms. Andrews explained that the initial work order was dated January 7, 2023 and that work order was closed on January 23, 2023 due to a car on top of the water meter. She stated that it looks as though DC Water came out to the property on the January 23rd but Mr. Proctor was there on January 7th and the customers have his card and personal telephone number.

Ms. Andrews asserted that no adjustment is warranted. She stated that the customer had been billed based upon actual meeting readings and based upon 21 DCMR §408, this is a case of inconclusive findings.

Ms. Andrews testified that DC Water policy is that it does not turn-off water to an occupied property.

Ms. Andrews stated that DC Water came out to property on January 23, 2023 but could not get to the water meter because a car was over the meter. She stated that the car was over the meter on January 7, 2023 and Mr. Proctor either came back and gave his card on the same day or on a subsequent day. Ms. Andrews stated that she does not know what Mr. Proctor was doing or did at the property but that a service technician was sent to the property on January 23, 2023 in response to Mr. Jones' January 7, 2023 call to the utility. ██████ interjected that he called DC Water on January 7th and the service technician came out 2 or 3 days later.

Ms. Arrington stated that she believes that the service technician came out to the property on January 7, 2023 and that the work order was closed on January 23rd.

Ms. Andrews testified that she can see on the Maximo screen that the work order closed on January 23rd. Ms. Andrews, further, testified that DC Water sent HUNA alerts on January 9, 2023 and September 4 thru September 7th. She stated that the customer called DC Water on January 10 and 11th to make a payment to the account. She added that HUNA alerts went out on January 11 – 14, 2023 and CUNA alerts were sent February 10 – 11, 2023. She stated that DC Water received the plumber's report of January 17, 2023 on May 12, 2023.

Ms. Andrews stated that CUNA alerts were sent to the customer April 24, 25, and 27, 2023, May 15, 21 and 22, 2023.

Ms. Andrews stated that DC Water made repeated attempts to access the water meter and a formal notice was issued to the customer regarding the water meter being covered by property,

Ms. Andrews pointed out that the plumber's report reflects several plumbing issues found at the property and that the report lacks any mention of a repair of an underground leak on either private or public side of the property. She noted that the water meter test was performed and the meter was determined to have 99.8% accuracy. She also pointed out that no underground leak inspection was performed because high usage at the property stopped in February 2023 and, as such, the utility determined that the usage was controlled in the house.

Ms. Andrews stated that 21 DCMR §407 and, specifically, subsection 407.3 is not applicable to this matter. She pointed out that the section relates to leaks between the structure and the water meter or underground leaks. She pointed out that the plumber's report did not state that any underground repair was necessary or made.

██████████ interjected that he was told by William Proctor that the valve was turned off.

Mr. Carlesco asserted that 21 DCMR §407.3 relates to a leak caused by the Authority or infrastructure for which DC Water is responsible. Ms. Andrews responded that DC Water did not repair the shut-off valve at the meter or even touch the shut-off valve. Ms. Andrews asserted that DC Water does not believe that the meter valve was defective.

Ms. Andrews asserted that DC Water has changed its interpretation of adjusting for invisible leaks and is not adjusting of invisible leaks in homes. She stated that the utility's interpretation has changed, not the regulation. Ms. Andrews asserted that the question in this matter is whether there was an underground leak.

Mr. Carlesco, referring to 21 DCMR §407.4 and 407.5 where reference is made to leaks on private property addressed by the homeowner, asked if an account adjustment was applicable. Ms. Andrews responded that 21 DCMR §407.5 is not applicable because the plumber needed to provide a more detailed description of what was done at the property and there were internal issues going on at the property, as well.

██████████ stated that, after January 17th, usage went down to normal.

Ms. Andrews asserted that ██████████ should have called DC Water back when he realized that the water was not turned off in the house. ██████████ responded that he thought Mr. Proctor had turned off everything because water stopped doing down the driveway. Both he and his sister agreed that usage declined as of January 7th.

Ms. Arrington stated that DC Water does not give adjustment for internal fixture leaks.

Mr. Carlesco asserted that there are two (2) issues- internal leaks and an incomplete report by the plumber which could be submitted by May 30, 2024 Ms. Arrington responded that the plumber's report states the existence of internal leaks. She stated that 21 DCMR §407 does not apply in this matter because there was no underground leak. She reiterated that DC Water does not adjust for internal leaks and that the utility policy is not to turn-off water to occupied property. She added that the meter test result was 99,83% accuracy.

Mr. Carlesco asserted that his clients diligently pursued repairs after alerting DC Water of the leak. He asserted that 21 DCMR §407 has a broader definition; Ms. Arrington stated that 21 DCMR §407 does not apply in this matter.

The plumber's revised report was submitted to the Hearing Officer on May 29, 2024; the previously submitted report stopped at a drawing of the valve turn shut-off position,

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] and her son, [REDACTED] whose name appears on the water and sewer account predeceased his wife, [REDACTED]. (Testimony of [REDACTED])
2. The periods in dispute are 12/21/2022 to 1/23/23 and 1/24/23 to 2/21/23. (Testimony of the parties)
3. On January 7, 2023, [REDACTED] heard a gushing noise and telephoned DC Water regarding a water issue in the home. (Testimony of [REDACTED])
4. The customer observed water going down his driveway and into the street. (Testimony of [REDACTED])
5. Mr. [REDACTED] did not investigate the basement of the house as a possible source of the gushing noise heard on January 7, 2023. (Testimony of [REDACTED])
6. William Proctor, a DC Water service technician responded to the customer's home and gave the customer his card reflecting his name and personal telephone Number. There is no record of the customer's call to DC Water in the Interaction Notes. There is no record of DC Water performing repairs at the customer's home, however, [REDACTED] testified that he requested that Mr. Proctor turn-off the water to the house and he believed that the water had been turned off by DC Water, (Testimony of [REDACTED]; DC Water Interaction Notes from 1/6/2023 thru 2/27/2023)
7. After Proctor left the property, the customer no longer saw water going down the driveway and into the street, however he was able to flush the toilets and get water from the sinks. (Testimony of [REDACTED])
8. DC Water Work Order 23-172038 reflects that a call came into DC Water on January 7, 2023 at 6:41 p.m. from [REDACTED] and that the utility sent a technician on January 23, 2023 who was unable to access the water meter due to a car parked over the meter. (DC Water Work Order 23-172038- undated)

9. DC Water sent HUNA alerts of increase water usage occurring at the property on January 9, 2023, January 11 – 14, 2023, January 16, 2023, and September 4 – 7, 2023. (Testimony of Arlene Andrews; DC Water Interaction Notes- 1/9/23)
10. DC Water sent CUNA alerts to the customer of consecutive water usage occurring at the property on February 10-11, 2023 and April 14, 21 – 22, 2023. (Testimony of Arlene Andrews; Dc Water Interaction Notes)
11. [REDACTED] contacted plumber, Robert Skinner, on or about January 17, 2023 when he again heard a gushing sound and he opened the basement door and saw water in the basement gushing from a pipe. (Testimony of [REDACTED])
12. Skinner performed an investigation to identify water leaks within the property and reported that the main shut-off valve was defective, the bathroom in the master bedroom had a defective ball cock in the commode and a ½ inch copper water line had a leak caused by freezing. (Plumber's Report by Robert Skinner dated January 17, 2023)
13. Skinner reported also that shut-off valve by the water meter was not operating properly and was not completely shut off by the water department which he understood had previously turned off service. (Plumber's Report by Robert Skinner dated January 17, 2023 revised and submitted to Hearing Officer on May 29, 2024)
14. The defective pipe in the basement was visible and not within the ceiling. (Testimony of [REDACTED])
15. DC Water reported that a Work Order indicated that its technician could not get to the water meter at the property because the meter access was blocked by parked vehicles.; DC Water issued a Notice to Move mailed 10/11/23. (Testimony of Arlene Andrews; Work Order 230172038; DC Water Interaction Notes; Notice to Move document in record)
16. DC Water tested the water meter and the meter was determined to have 99.83% accuracy. (Testimony of Arlene Andrews)
17. DC Water did not perform an underground leak inspection because the high-water usage declined without necessity to repair and which indicates that an underground leak was not present. (Testimony of Arlene Andrews; Investigation Reports)
18. It is DC Water policy to not turn-off water to occupied 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. 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. 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)
5. 21 DCMR §407.2 states, in part, If the investigation discloses a leak, other than a meter leak, of indeterminate location in the underground service, or at some other location where the leak is not apparent from visual or other inspection, the General Manager shall determine whether the leak is on public space, on private property, on property that is under control of the occupant, or the result of infrastructure for which the owner or occupant is responsible for maintaining and repairing.
6. If, pursuant to §407.2, the leak is determined to have been caused by the Authority or is determined to be the result of infrastructure for which the Authority is responsible for maintaining and repairing, the Authority shall repair the leak and the General Manager shall adjust the bill to equal the average consumption of water at the same premises for up to three (3) previous comparable periods for which records are available. If the leak is determined to have been caused by owner or occupant, no adjustment shall be made. (21 DCMR §407.3)
7. If, pursuant to §407.2, the leak is determined to be on private property or on property that is under the control of the owner or occupant, or the result of infrastructure for which the owner or occupant is responsible for maintaining and repairing, the owner or occupant shall repair the leak. The General Manager may, at their discretion, upon request of the owner, adjust the disputed bill and any bills issued during the investigation for a period not to exceed (30) calendar days after the issuance of the bill investigation report. 21 DCMR §407.4
8. The property owner is the ultimate responsible party to pay for water and sewer services at a property and the obligation to pay DC Water's water and sewer charges runs with the property where the water services are rendered. See, Euclid Street, LLC v. D.C. Water and Sewer, 41 A. 3rd 453, D.C. Court of Appeals 2012.

DECISION

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

The testimony and evidence established that multiple plumbing defects existed in the customer's residence during the periods in dispute. All the defects related to internal plumbing fixtures to include a defective toilet and busted pipe in the basement.

The customer testified that he called DC Water upon hearing a gushing sound and seeing water going down his driveway and into the street. The customer testified that William Proctor, a DC Water service technician, responded to his call to DC Water and he requested that the water to the residence be turned off and thought that his request had been granted. The customer, however, also, testified that, after Proctor left the property, although he no longer saw water going down the driveway and into the street, he could flush his toilets and get water from the sink and he knew the water was not off. The customer testified that he heard a gushing sound a few days later, opened his basement door, saw water in the basement and called a plumber.

The customer's theory as to why he should not be responsible for payment of the bills in dispute is that he requested DC Water to turn-off water to the house. The premise is faulty for several reasons- first, the customer knew that water was still on within the house because he was able to flush toilets and use the sinks for water; second, he failed to initially investigate the source of the gushing sound by not looking in the basement. Based upon testimony, it appears that the customer assumed that the source of the water going down the driveway was from the water meter. The customer testified that the DC Water technician did not inspect the house and declined entering the house. There is no record of DC Water turning off water to the property but, moreover, there is record of the utility sending the customer HUNA alerts of high-water usage occurring at the property, as well as, sending CUNA alerts of consecutive water usage occurring at the property after Proctor's visit to the property. It was testified by both DC Water representatives during the hearing, that DC Water policy is it will not turn-off water to occupied property. As such, the customer failed to establish that DC Water caused him to incur high water usage or that the utility stopped him from mitigating the loss of water. Lastly, no evidence was submitted as to when the customer repaired the defects identified by the plumber. The plumber's report does not state what and when repairs were performed; the report is limited to identifying problems within the house. Testimony was that the high-water usage stopped in February 2023 which would have been post January 17th- the date of the plumber's report and inspection.

Counsel for the customer cited 21 DCMR §407. Said regulation pertains to underground leaks or infrastructure for which DC Water is responsible for maintaining or repairing. In this case, there is no evidence of the existence of an underground leak and the fact that the high usage declined without need of repair of an underground leak is counter-indication of the existence of an underground leak. Next, even though the plumber wrote that the valve required further turning to be turned off completely, there is no evidence that the valve was the cause of the high-water usage occurring at the property. There was no evidence that the valve was leaking. The valve only controls water flow when water is being used within the property. In this instance, the evidence established multiple plumbing issues within the home which caused excessive water use and loss.


Pursuant to regulation, DC Water does not adjust a customer's account for excessive water usage due to fixtures such as toilets and pipes. It is unfortunate that the customer, upon hearing the gushing sound initially, did not fully investigate his home and go into the basement

where the pipe was leaking water. DC Water is not responsible for frozen pipes within its customers' homes. (See, 21 DCMR §406)

DC Water tested the water meter and determined that the meter was functioning adequately and ruled out the existence of an underground leak. As mentioned above, there was no evidence of a meter or valve leak and the preponderance of the evidence leads to the conclusion that the high-water usage was caused by faulty fixtures and a pipe within in house. 21 DCMR §406

Ultimately, the property owner is responsible for what occurs within his/her property and for water used and/or lost due to defective pipes and fixtures.

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


Janet W. Blassingame, Hearing Officer

Date: July 16, 2024

Copy to:



Washington, DC 20012

Adam Carlesco, Esquire
Office of the People's Counsel, DC
655 15th St. NW, Suite 200
Washington, DC 20005

BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

DEPARTMENT OF CUSTOMER SERVICES

IN RE: [REDACTED]

Washington, DC 20011

Account No: [REDACTED]

Case No: 23-405447

Amount in Dispute: \$217.49

Before Janet W. Blassingame, Hearing Officer
May 17, 2024 at 10:00 a.m.

The customer contested a water and sewer bill for the period April 15., 2023 to May 12, 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 May 17, 2024. Present for the hearing were: [REDACTED] Kimberly Arrington and Kristen Gibson on behalf of DC Water, as well as, Kevin Schaum, DC Water, observing only.

The property involved is a row house having two (2) kitchens, two (2) bathrooms, two (2) outside faucets, two (2) dishwashers, and a washing machine. Two (2) people occupy the house and the water and sewer bill has, historically, ranged between Sixty Dollars (\$60.00) and Eighty Dollars (\$80.00) per billing cycle.

[REDACTED] stated that she was out-of-the- country from April 20 to April 26, 2023. She stated that she did have a cat sitter, who had a key to the property, and who came into the house once to per day.

[REDACTED] testified that she hired a plumber- Aspen Hill Plumbing- to inspect the property and no leaks were found. She stated that the inspection took place on May 12, 2023. [REDACTED] stated that there was a second spike in water usage during the month of August 2023 and the plumber found no leaks.

[REDACTED] complained that DC Water was not responsive to her question of whether the water meter malfunctioned to cause the increased water usage.

Ms. Arrington testified that the customer had been charged based upon actual meter reads.

Ms. Arrington stated that DC Water sent a HUNA alert to the customer on April 26, 2023 after having evaluated the customer's usage from April 21st to April 23rd. She stated that a second HUNA alert was sent on May 1, 2023 based upon an evaluation period of April 26th to April 29th and a third HUNA alert was sent to the customer on May 4, 2023 based upon an evaluation period of April 29th to May 2nd.

Ms. Arrington stated that the customer emailed DC Water after her plumber looked at the water meter and saw water in the meter pit. She stated that DC Water issued a Service Work Order in response and on May 25, 2023, a service technician found no leak at the meter.

██████████ asked whether being situated on a hill cause erratic meter reads and Ms. Arrington responded that water registering on the meter is specific to each house.

██████████ stated that the toilet flappers in the house have been regularly replaced and that the lead pipes were replaced in year 2020.

Ms. Arrington stated that the water seen by the plumber in the meter pit could have been rain water and she reiterated that the service technician found no leak at the water meter.

Ms. Arrington testified that water usage at the property declined as of May 12, 2023 and such a decline, confirms that no underground leak was present because underground leaks do not auto-correct.

Ms. Arrington testified that DC Water pulled the water meter for testing on September 28, 2023 and on October 2, 2023 tested the water meter. She stated that the water meter was determined to have 100.47% accuracy. Ms. Arrington explained that DC Water follows the standards established by the American Water Works Association and that a water meter is functioning appropriately if its accuracy is between 98.5% and 101.5%.

Ms. Arrington pointed out that the plumber, per the report, found a leaking hot water heater at the property. ██████████ asserted that calcification was found in the hot water heater and that does not explain the spike in water usage.

Ms. Arrington cited 21 DCMR §406.1 as dictating that the property owner is responsible of leaking fixtures. Ms. Arrington, also, cited 21 DCMR §406.2 and asserted that no adjustment was warranted.

Ms. Arrington asserted that a toilet flapper may get struck and she pointed out that the cat sitter was in the house and may have used a toilet. She, also, asserted that customers are often unable to hear water running in the home.

██████████ stated, in conclusion, that she wishes for an accommodation.

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

FINDINGS OF FACT

1. The property involved is a row house occupied by two (2) people, (Testimony of ██████████)
2. The period in dispute is April 15, 2023 to May 12, 2023. (Testimony of the parties)
3. The property owner was out of the country between April 20 and April 26, 2023. (Testimony of ██████████)
4. In the absence of the property owner, a cat sitter had access to the home, by key, and was in the home daily. (Testimony of ██████████)
5. DC Water sent HUNA alerts of high-water usage occurring at the property on April 26, 2023, May 1, 2023, and May 4, 2023. (Testimony of Kimberly Arrington)

6. The customer hired a plumber to inspect the property and on May 12, 2023, the plumber found no leaks. (Testimony [REDACTED])
7. The plumber hired by the customer found a leak in the hot water heater on the property, (Testimony of Kimberly Arrington)
8. The plumber hired by the customer observed water in the water meter pit and in response, DC Water sent a service technician to conduct an equipment check and the service technician found no meter leak. (Testimony of Kimberly Arrington)
9. DC Water tested the water meter and the meter was determined to have 100.47% accuracy. (Testimony of Kimberly Arrington)

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. 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 406.1)
5. If the investigation discloses leaking faucets, leaking fixtures or similar leaks, no adjustment will be made to the bill for any portion of the excessive consumption attributable to those leaks. (21 DCMR §406.2)

DECISION

The customer 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 customer asserted that she was out of the country during a portion of the period in dispute with the implication that no one used water during her absence. The customer, however, testified that she had a cat sitter and the cat sitter had access to the home in her absence and was in the home daily. She, also, asserted that she hired a plumber and no leaks were found. DC Water presented testimony that the plumber hired by customer to inspect the property found a leaking hot water heater on the premises. In addition to pointing out the plumber's finding of a leaking hot water heater, DC Water tested the water meter and the meter was found to be functioning appropriately. DC Water, also, was able to rule out the existence of an underground leak presence at the property because the water usage declined within repair of an underground leak and underground leaks do not self-repair and the usage would have remained high until the leak was repaired if an underground leak had been present. DC Water presented testimony of its sending three (3) HUNA alerts to the customer advising of high-water usage occurring at the property during the period in dispute. Lastly, DC Water provided an explanation to the customer regarding sticking toilet flappers and the inability of customers to, sometimes, hear running water.

21 DCMR §406 dictates that a property owner is responsible for water usage caused by leaking fixtures and DC Water will not adjust a customer's account for excessive usage caused by a leaking fixture.

Here the evidence and testimony established that there was a leaking hot water heater on the premises, as well as, someone having access to the property in the owner's absence. There was no evidence of a faulty water meter and the presence of an underground leak as a cause of the usage was ruled out. As such, the preponderance of the evidence weighed in favor of the correctness of the charge.

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



Janet W. Blassingame, Hearing Officer

Date: July 16, 2024

Copy to:



Washington, DC 20011

BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

DEPARTMENT OF CUSTOMER SERVICES

IN RE [REDACTED]

Washington, DC 20002

Account No: [REDACTED]
Case No: 23-555035

Amount in Dispute: \$503.76

Before Janet W. Blassingame, Hearing Officer
May 17, 2024 at Noon

The customer contested a water and sewer bill for the period July 6, 2023 to August 4, 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 May 17, 2024. Present for the hearing were: [REDACTED] the tenant; Arlene Andrews on behalf of DC Water, as well as, Kevin Schaum, DC Water, observing only.

The property involved is a single-family townhouse rented by [REDACTED] since August 2020. The property has one bathroom, one kitchen, a dishwasher, a washing machine, and one outside faucet. Two (2) people reside in the residence and the water and sewer bill has, historically, been approximately Eighty Dollars (\$80.00) per billing cycle.

[REDACTED] stated that she was away from home from July 7, 2023 to July 15, 2023. She stated that, when she returned home, she did not notice anything amiss. She added that she did not receive any notifications of high-water usage occurring at the property from DC Water. Ms. [REDACTED] stated that the high-water usage occurred the week that she was out of town. She stated that a friend might have come into the home to water her plants; she acknowledged that her friend had a key to the residence.

[REDACTED] asserted that, during her occupancy, there have been no other instances of high-water usage occurring at the property.

[REDACTED] stated that she does not know when her friend came into house to care for the plants.

When told the phone number on record with DC Water for notifications, [REDACTED] stated that the phone number was not her phone number. She surmised that notifications were sent to the landlord.

Ms. Andrews asserted that no adjustment was warranted. She stated that the customer had been billed based upon actual meter reads and she asserted that 21 DCMR §408 was applicable because all checks and tests conducted are inconclusive of the cause of the water usage.

Ms. Andrews testified that DC Water pulled and tested the water meter and the meter was determined to have 99.92% accuracy.

Ms. Andrews stated that the spike in water usage occurred July 11, 2023 to July 15, 2023.

Ms. Andrews stated that, based upon DC Water's investigation of the customer's bill dispute, no evidence was found of meter overread, meter malfunction or faulty computation of the bill.

Ms. Andrews suggested that the customer might want to change out the internal fixtures of the toilet.

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

FINDINGS OF FACT

1. The property involved is a townhouse rented by [REDACTED] since August 2020. (Testimony of [REDACTED])
2. The period in dispute is July 8, 2023 to August 4, 2023. (Testimony of the parties)
3. The customer was away from the house from July 7, 2023 to July 15, 2023. (Testimony of [REDACTED])
4. Upon the customer's return home on July 15, 2023, she did not observe anything amiss in the property. (Testimony of [REDACTED])
5. There was a spike in water usage at the property from July 11, 2023 to July 15, 2023. (Testimony of Arlene Andrews)
6. During the period that the customer was away from home, her friend had access to the house by key and the customer acknowledged that her friend might have come into the home to water her plants; [REDACTED] did not know when her may have accessed the house. (Testimony of [REDACTED])
7. The telephone number on file with the utility is not the tenant's phone number and the tenant surmises that her landlord received any notifications from DC Water. (Testimony of [REDACTED] and Arlene Andrews)
8. DC Water sent HUNA alerts of high-water usage occurring at the property on July 16, 2023 and August 27, 2023, and, the utility sent CUNA alerts of consecutive water usage occurring at the property on July 12, 13, 14 and 15, 2023. (DC Water Interaction Notes, pgs. 10, 11 and 12)
9. DC Water tested the water meter and the meter was determined to have 99.92% accuracy. (Testimony of Arlene Andrews)
10. DC Water investigated the customer's bill dispute and based upon its checks and tests, no evidence was found of faulty bill computation, meter overread or faulty water meter. (Testimony of Arlene Andrews)

CONCLUSIONS OF LAW

1. The burden of proof is on the customer to show, by a preponderance of evidence, that the decision of DC Water is incorrect. (21 DCMR§ 420.7 and §420.8)
2. DC Water is obligated to investigate a challenge to a bill by doing any or all of the

following:

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

See, 21 DCMR §403.

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

DECISION

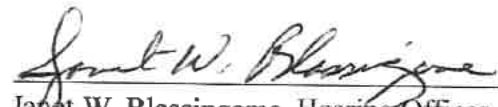
The customer was unable to establish that more likely than not the bill in dispute was wrong or for some other reason, she should be responsible for its payment.

The burden of proof was by the preponderance of the evidence and the evidence weighed heavily against the customer. Even though the customer testified that she was out of town, she acknowledged that her friend had a key and access to the residence and most likely came in to water her plants while she was away. As such, someone was in the home during the period in dispute and that person could have caused the water usage. Additionally, DC Water sent both HUNA alerts and CUNA alerts during the period at issue. Based upon testimony and surmise, the alerts went to the landlord but, the fact that the tenant did not get the alerts does not negate that the alerts were sent. It is up to the tenant and her landlord to agree upon handling of notifications. DC Water investigated the customer's bill dispute by testing the water meter. The water meter was found to be functioning adequately. And, the utility's investigation revealed no evidence of meter malfunction, meter overread or faulty computation of the bill.

21 DCMR §408 dictates that when all checks and tests are inconclusive, DC Water will not adjust a customer's account for excessive water usage.

In this case, all checks and tests support the conclusion that the bill is correct. Accordingly, the determination by DC Water that the charges are valid and no basis exists to

adjust the customer's account is hereby AFFIRMED.


Janet W. Blassingame, Hearing Officer

Date: July 16, 2024

Copy to:



Washington, DC 20002

BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

DEPARTMENT OF CUSTOMER SERVICES

IN RE: [REDACTED]

Washington, DC 20010

Account No: [REDACTED]

Case No: 23-600411

Amount in Dispute: \$710.50

Before Janet W. Blassingame, Hearing Officer

May 20, 2024 at 10:00 a.m.

The customer contested a water and sewer bill dated August 28, 2023 for the period July 27, 2023 to August 23, 2023 and, also, asserted that she had a second bill dispute for the bill dated September 28, 2023. The DC Water and Sewer Authority (DC Water) investigated the August 28, 2023 bill dispute and determined that the charges were valid and no basis existed to adjust the account. DC Water determined that the customer's dispute of the September 28, 2023 bill was untimely. The customer requested an administrative hearing.

This matter was scheduled for a remote hearing on May 20, 2024. Present for the hearing were: [REDACTED], Arlene Andrews on behalf of DC Water, as well as, Kimberly Arrington, DC Water, observing only.

The property involved is a duplex piggyback style townhome. Both units are rented to tenants. The property was purchased in year 2016. Both units are monitored by the same water meter. The upper unit has one kitchen, two and one-half (2 ½) bathrooms, a washing machine, and a dishwasher. The lower unit, in the basement, has one kitchen, two (2) bathrooms, a washing machine, and a dishwasher. The property has one outside faucet.

The customer raised that another bill had been disputed in addition to the dispute of the August 28, 2023 bill. Ms. Andrews responded that the customer's dispute of the August 28th bill was timely, having disputed the bill within the 20-day time limit. She stated that the bill was disputed on September 15, 2023. She stated DC Water sent the customer a Pre-Investigation Letter dated April 2, 2024 advising that the dispute of the bill dated September 28, 2023 was untimely. Ms. Andrews stated that the September 28th bill dispute deadline was October 18, 2023 and the customer did not dispute the bill until December 11, 2023.

Ms. Arrington stated that the customer sent an email on December 11, 2023 stating she had not heard back about the dispute. Ms. Andrews asserted that she just heard about the September bill dispute and she does not have documents in support. [REDACTED] stated that she received an email from DC Water on December 12, 2023 regarding the dispute. She, further, stated that she did not review the Interaction Notes contained in the customer's zip file of

documents for the administrative hearing. [REDACTED] stated that DC Water sent her a letter attached to an email regarding the September bill dispute advising that it was untimely.

[REDACTED] stated that she does not visit the property. She stated that she looks at the bills and when she noticed the first high bill, she reached out to the tenants who, in turn, responded that there were no problems. [REDACTED] stated that she did not hire a plumber but she did go out to the property and did not see anything amiss in the upper unit. She stated that she spoke with the tenant occupying the lower unit and the tenant said nothing was leaking. She stated that she does not recall receiving any alerts of high usage occurring at the property.

[REDACTED] asserted that the problem would not self-correct. She stated that no work was done at the property and she complained that she cannot prove a negative.

Ms. Andrews testified that DC Water sent HUNA alerts via cell phone of high-water usage occurring. During the hearing, Ms. Andrews verified the phone number used by the utility for the alerts. [REDACTED] stated that the phone number was wrong. The phone number used by DC Water ended in xxx-xx-0023 and [REDACTED] stated that her phone number ends in xxx-xx-3033. Ms. Andrews stated that the information for alerts by DC Water is set-up by the customer. The parties agreed that the email on file with DC Water is correct. All alerts by the utility went out to the telephone number on file with the utility.

Ms. Andrews stated that no adjustment is warranted and that the customer was billed based upon actual meter reading transmitted from the property.

Ms. Andrews asserted that the checks and tests are inconclusive and pursuant to 21 DCMR §408, no adjustment is to be made.

Ms. Andrews stated that DC Water pulled the water meter for testing and the meter was determined to have 100.72% accuracy. She stated that no underground leak inspection was conducted and that the utility's investigation was completed on December 21, 2023. She stated that the utility, in its investigation, found no evidence of meter overread, doubtful meter registration or faulty meter and that the utility found no reasonable explanation for the increased consumption.

Ms. Andrews stated that a leak may stop but that does not mean that the leak is corrected. She stated that, at the property, the highest water usage occurred in July and August 2023 but that water usage at the property had been trending upward over time.

Ms. Andrews added that DC Water tests its water meters in preparation for administrative hearings.

[REDACTED] asked when was the last check of the water meter by DC Water. Ms. Andrews responded that the utility was out to the property in March 2021 and in May 2018. Ms. [REDACTED] stated that water usage at the property was fine in April 2024 when the meter was

pulled and tested and that the water problem was in August and September 2023. [REDACTED] asserted- what is the point of looking at the water meter in April 2024, when the problem was in August and September 2023. She reiterated that everything was fine in April 2024.

Ms. Andrews looked at the meter reads and stated that the reads were transmitted hourly to DC Water from the property. She asserted that, by October 2023, water usage at the property was down and, as such, usage was being controlled at the premises. Ms. Andrews stated that based upon the usage being down and its assessment that the usage was being controlled at the property, the water usage was not DC Water's issue. She elaborated that if something was wrong with the water meter, the problem would still be going on.

[REDACTED] stated that she does not know how the telephone number on file with DC Water was wrong. She added that she went to the property, sometime, in September 2023.

Post-hearing, the customer submitted an email dated October 13, 2023 from Ijeoma [REDACTED] and Customer Support@dcwater.com in which [REDACTED] states that she is disputing the both the charge of \$684 and the September bill of \$710.00. Per the transmittal email, the customer explained that she was submitting the October 13, 2023 email as proof that she sent a second dispute. She stated that she sent the October 13th email from her work email whereas the first dispute email she sent from her personal email.

Additionally, the Hearing Officer notes for the record that, per the Interaction Notes contained in the zip file of documents for the hearing, it is reflected that DC Water sent CUNA alerts of continuous high-water usage occurring at the property on 8/19, 22 -28, and 30-31, 2023 and 9/1/2023, and, the utility sent HUNA alerts of high-water usage occurring at the property on 8/19, 22,25, 28 and 31, 2023.

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

FINDINGS OF FACT

1. The property involved is a duplex townhome owned by [REDACTED] since year 2016. The property is occupied by tenants. (Testimony of Ms. Arungwa)
2. There are two bills in dispute: Bill dated 8/28/2023 for the period 7/27/2023 to 8/23/2023 and the bill dated 9/28/2023. (The record in this matter)
3. The customer submitted a timely dispute of the bill dated 9/28/2023 reflecting a charge of \$710.00, The dispute deadline was October 18, 2023 and the customer sent the dispute by email on October 13, 2023 to DC Water Customer Support. (Email by [REDACTED] dated October 13, 2023)
4. High water usage and consecutive water usage occurred at the property in August and September 2023. By October 2023, water usage at the property had declined. (Testimony of Arlene Andrews)

5. DC Water attempted/sent both HUNA and CUNA alerts of high-water usage and consecutive water usage occurring at the property during the periods of the bill dispute. (DC Water Interaction Notes; Testimony of Arlene Andrews)
6. The customer asked her tenants if anything was wrong within their units and the tenants responded that nothing was wrong. The customer inspected the upper unit and observed nothing amiss. The customer did not hire a plumber. (Testimony of [REDACTED])
7. DC Water tested the water meter and the meter was determined to have 100.72% accuracy. (Testimony of Arlene Andrews)
8. DC Water investigated the customer's August 28, 2023 bill dispute and found no evidence of meter overread, faulty meter or doubtful registration on the water meter. (Testimony of Arlene Andrews)
9. The customer was billed upon meter reads transmitted hourly from 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. 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 failed to show that more likely than not the bills in dispute were wrong or

for some other reason, she should not be responsible for payment.

The customer sought to dispute two (2) bills; her bill for August 28, 2023 and her bill for September 28, 2023. For some reason, DC Water failed to acknowledge the customer's email disputing the September 28, 2023 bill. The email was sent by the customer to DC Water was before October 18, 2023 which was within the time limit to dispute the bill. The customer's email disputing the September 28th bill was dated October 13, 2023. The customer emailed DC Water on December 11, 2023, inquiring about both disputes and the customer's email triggered a response from the utility that it was investigating the August 28th bill dispute. The utility, later, sent the customer a Pre-Investigation Letter advising that the September 28th bill dispute was untimely. During the hearing, DC Water's representative, Ms. Andrews, stated that she just heard of the September dispute but did not have documents. On the face of the email submitted by the customer, post-hearing, as proof of her dispute of the September 2023 bill, the Hearing Officer finds nothing to doubt the customer's proof and the Hearing Officer accepts that the September 2023 bill as, also, in dispute.

Even though DC Water did not investigate the September 28, 2023 bill dispute specifically, no reason exists to prolong resolution of both disputes based upon the evidence and testimony provided. The two (2) periods are consecutive and the evidence and testimony provided pertains to both periods, in that the water meter was the same for both periods and the utility's investigation was done after the end of both bill periods. Moreover, the customer testified that she did not go the property to investigate whether anything was amiss until sometime in September 2023 and as such, the customer's investigation took place during the September 28th bill period, so, her testimony of what the tenants told her and what she observed in one of the units would not differ if a separate investigation and hearing were held for the September 28th bill dispute. As such, it is the determination of the Hearing Officer that for efficiency of the hearing process and justice to the parties, the September 28th bill is accepted as being in dispute for this hearing.

As noted, the customer went to the property sometime in September 2023 to personally inspect for plumbing problems. She stated that she inspected the upper unit and did not see anything. She stated that she talked with the tenant in the lower unit and that tenant denied anything being amiss. The customer did not hire a plumber and the high usage declined by October 2023.

The property is monitored by one water meter and the same meter existed at the property up until it was pulled for testing by DC Water in April 2024. The meter was determined to have accuracy of 100.72%. The utility investigated that customer's August 28th bill dispute and found no evidence of meter overread, faulty meter or doubtful meter registration. The utility, also, had hourly meter reads transmitted electronically from the property and ruled out the existence of an underground leak because the usage declined without necessity of repairs being performed. Apart from the meter test, the utility's investigation was concluded/completed on December 21,

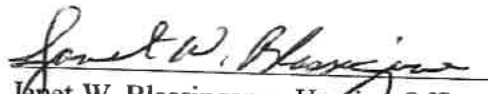
2023.

The utility sent alerts by phone to the telephone number provided on the customer's account for alert purposes. The customer testified that the telephone number on the account was wrong. How or why the telephone number on the account was wrong was not resolved during the hearing, however, it does not negate the fact that HUNA and CUNA alerts were being sent by DC Water to alert the customer of high-water usage occurring at the property. Such alert attempts support a finding that high usage was occurring at the property during the periods in dispute.

21 DCMR § 408 dictates that when all tests and checks are inconclusive, DC Water does not adjust a customer's account for any excessive water usage.

In this case, the customer did not see anything amiss in the unit she inspected; she only inquired of the tenant regarding the status of plumbing in the second unit and she did not hire a plumber to investigate the cause of the high-water usage at the property. With respect to the utility, its investigation did not reveal a cause of the high usage, the existence of an underground leak was ruled out and the usage declined leading the utility to determine that whatever caused the usage was controlled within the townhome.

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


Janet W. Blassingame, Hearing Officer

Date: July 16, 2024

Copy to:



Washington, DC 20010

BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

DEPARTMENT OF CUSTOMER SERVICES

IN RE: Cedric & Cassandra Wins
P.O. Box 10788
Burke, VA 22009

Service Address:

Account No: [REDACTED]
Case No: 23-507228

Amount in Dispute: \$6,056.42

Before Janet W. Blassingame, Hearing Officer
May 20, 2024 at Noon

The customer contested a water and sewer bill for the period July 25, 2023 to August 19, 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 May 20, 2024. Present for the hearing were: [REDACTED] and, Arlene Andrews and Kimberly Arrington on behalf of DC Water.

The property involved is an eight (8) unit apartment building. Each unit has one bathroom, one kitchen and radiators. The building has one outside faucet and is monitored by one water meter. The Wins have owned the building since year 2002 and, historically, the water and sewer bill has been approximately \$1,200.00 per billing cycle in the winter months and has ranged between \$500.00 to \$800.00 in the summer months. [REDACTED] stated that one tenant was in the process of moving out of the building toward the end of August 2023.

[REDACTED] stated that she received no alerts from DC Water of high-water usage occurring in the building. She stated that she only knew of the usage by seeing the water and sewer bill. She stated that she was told by the utility to get a plumber.

[REDACTED] testified that she visited the building with her maintenance man and found that the tenant who was moving out of the building, had a running toilet. [REDACTED] stated that the defective toilet was repaired toward the end of August by installing a new flush valve.

[REDACTED] stated that she was told that someone would be out to the building as of 8/29/23 but no one came from DC Water. [REDACTED] stated that she called DC Water, again, on 8/31/23 and asked to open the meter. [REDACTED] stated that she did open the meter box and saw water in the meter pit. She stated that she called DC Water to inform the utility that there was a leak in the meter box and she was told that a service technician would not come out until 9/19/23 for a

meter reading. [REDACTED] stated that she was told to dispute the bill.

[REDACTED] testified that she hired Len the Plumber on 9/9/2023 but the plumber refused to fix the leak and said that it was a WSSC problem. [REDACTED] stated that she called DC Water's emergency telephone number on 9/9/2023 and she stated that she was told that it was a customer's problem.

[REDACTED] testified that Michael's & Sons came out to the building on 9/13/2023 and their two (2) plumbers said that the connection on the DC side of the water meter was leaking and they could fix it. She stated that the plumber had DC Water turn-off the water in order to do the repair. She stated that DC Water was called on 9/13/2023. [REDACTED] stated that she sent DC Water another email on 9/15/2023, to have the water shut-off so the repair could be done. She stated that Blachard said next week for the repair- on 9/22/2023.

[REDACTED] asserted that based upon what the plumber said from Len the Plumber that the problem was a DC Water issue and that it was a DC Water meter, she believes that DC Water should share the repair cost. [REDACTED] stated that she was told, later, that she had to maintain the meter.

On cross-examination, [REDACTED] reiterated that, when she called DC Water, she was told that DC Water would be out to the property on 9/19/2023. She clarified that when she called the utility, she was told that someone would be out on 8/29/2023 but when no one showed up from the utility, she called the utility again and was told 9/19/2023.

Ms. Andrews interjected that DC Water sent the customer HUNA alerts. [REDACTED] confirmed that the alerts went to her husband's cell phone on 8/8/2023 and 8/16/2023.

Ms. Andrews asserted that no adjustment was warranted and that the customer had been billed upon actual meter reads.

Ms. Andrews cited 21 DCMR §406 and asserted that DC Water does not adjust for fixture leaks. [REDACTED] responded that she thought 21 DCMR §407 was applicable. To which Ms. Andrews responded that with respect to multi-family properties, the property owner is responsible for equipment leaks and that the customer is responsible for things other than the water meter. She added that the water usage was on the private side. She stated that water loss on the public side does not register on the customer's water meter.

Ms. Andrews stated that on 9/9/2023, the customer was informed by DC Water that she was responsible for repair and that the customer was told again on 9/11/2023, that the customer was responsible for the repair.

Ms. Andrews pointed out that around 8/18/2023, water usage at the property began to decline but the usage did not stop.

Ms. Andrews stated that the housing around the water meter was a meter rack and yoke.

She stated that the water meter is DC Water property but she asserted that the water meter was not damaged. She stated that the property owner of a multi-family property is responsible for maintaining infrastructure and as such, the customer is not entitled to a 50% account adjustment for excessive water usage.

Ms. Arrington interjected that DC Water does not own anything connected to the water meter. She asserted that, with respect to multi-family properties, DC Water only owns the water meter.

Ms. Andrews stated that the water was on the private side and that it was irrelevant that the leak was at the meter box.

██████ made the comment that DC Water's representatives cited 21 DCMR §406 and does not that regulation deal with residences. Ms. Andrews responded that 21 DCMR §406 applies to both residences and commercial property. ██████ retort was that 21 DCMR §407 said meter leak and she asserted that a meter can only leak due to its attachments. Ms. Andrews responded that the meter was not leaking and ██████ stated that it was the connections to the meter and a meter cannot read if its connections are faulty. Ms. Andrews responded that a water meter has two (2) components- the meter and the MTU. Ms. Wins, then, said did not DC Water connect the water meter and Ms. Arrington stated that the parts could be worn.

Ms. Arrington cited Chapter 3 at 21 DCMR §302 and she asserted that the owner maintains components and that the owner is responsible for all parts and connections. Ms. Arrington stated that DC Water installs the MTU but often the plumber will get the water meter from DC Water and the plumber will install the water meter.

██████ stated that the building was built in year 1975 and there were no solar components. Ms. Andrews stated that the water meter was installed in year 2018 and Ms. Arrington interjected that the customer would have called DC Water in 2018 if something was wrong with the installation.

██████ stated that it seems unfair to hold the customer responsible for a water meter that the utility put in... Ms. Arrington responded that DC Water maintains the water meter and the customer should have a licensed plumber check the property on a regular basis. Ms. Arrington stated that she cannot recommend the maintenance cycle for meter connections but she will ask meter operations regarding the recommended maintenance cycle.

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 eight (8) unit apartment building. (Testimony of ██████)
2. The period in dispute is 7/25/2023 to 8/19/2023. (The record in this matter)

3. When the customer received the water and sewer bill for August 2023, it reflected high water usage had registered on the water meter and she contacted DC Water and was told to hire a plumber. (Testimony of [REDACTED])
4. The customer visited the apartment building with her maintenance man and found a running toilet; the toilet was repaired by installing a new flush valve toward the end of August 2023. (Testimony of [REDACTED])
5. The customer opened the meter pit and observed water. She called DC Water and told the utility that there was a leak in the meter box. (Testimony of [REDACTED])
6. DC Water was not sending a service technician to the property until 9/19/2023 for a meter read and a DC Water representative advised the customer to dispute the water bill. (Testimony of [REDACTED])
7. The first plumber hired by the customer told her that the problem was that of WSSC and he would not fix it. The plumber reported that the leak and water waste were spraying out of the water meter housing. (Testimony of [REDACTED] Len The Plumber report dated September 9, 2023)
8. After the plumber refused to fix the property, the customer telephone DC Water on 9/9/2023 and was told by the utility that it was a customer problem. (Testimony of [REDACTED])
9. The customer contacted Michael & Sons on 9/13/2023 and the plumber stated that the problem was on the DC side of meter but they could fix it. There was delay in getting the utility to turn-off the water for the repair by the plumber. (Testimony of [REDACTED])
10. The Michael & Son plumber's report described the work as replacing the yoke. The plumber wrote that a new 1/2 meter yoke was installed and that existing meter was reused. (Michael & Son Services plumbing report dated September 13, 2023.)
11. DC Water sent HUNA alerts to the cell phone of [REDACTED] on 8/8/2023 and 8/16/2023. (Testimony of the parties)
12. The customer was advised by DC Water on 9/9/2023 and 9/11/2023 that the property owner was responsible for the repair. (Testimony of Arlene Andrews; DC Water Work Order dated September 11, 2023; DC Water Work Order dated September 9, 2023)
13. DC Water was out at the property on September 9, 2023 and found a leak on street side of the meter connection. (DC Water Work Order dated September 9, 2023)
14. DC Water was out at the property on September 11, 2023 and found the meter rack leaking from connections on both sides where gaskets should be and found wheel valves on both side broken. (DC Water Work Order dated September 11, 2023)
15. Water usage at the building started to decline around 8/18/2023. (Testimony of Arlene Andrews)
16. DC Water owns the water meter and installs the MTU at the building but the property owner of a multi-family building is responsible for maintenance and all repairs relating to water service to the property to include connections and housing of the meter. (Testimony of Arlene Andrews and Kimberly Arrington)

17. DC Water was receiving meter reads from the property and billed the customer based upon the transmitted reads. (Testimony of Arlene Andrews)
18. The water meter was not damaged and was not leaking. (Testimony of Arlene Andrews; Michael & Son Services plumbing report dated September 13, 2023)

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 406.1)
4. If the investigation discloses leaking faucets, leaking fixtures or similar leaks, no adjustment will be made to the bill for any portion of the excessive consumption attributable to those leaks. (21 DCMR § 406.2)
5. 21 DCMR § 407.2 states, in part, If the investigation discloses a leak, other than a meter leak, of indeterminate location in the underground service, or at some other location where the leak is not apparent from visual or other inspection, the General Manager shall determine whether the leak is on public space, on private property, on property that is under control of the occupant, or the result of infrastructure for which the owner or occupant is responsible for maintaining and repairing.
6. If, pursuant to § 407.2, the leak is determined to have been caused by the Authority or is determined to be the result of infrastructure for which the Authority is responsible for maintaining and repairing, the Authority shall repair the leak and the General Manager shall adjust the bill to equal the average consumption of water at the same premises for up to three (3) previous comparable periods for which records are available. If the leak is determined to have been caused by owner or occupant, no adjustment shall be made. (21 DCMR § 407.3)
7. If, pursuant to § 407.2, the leak is determined to be on private property or on property that is under the control of the owner or occupant, or the result of infrastructure for which the owner or occupant is responsible for maintaining and repairing, the owner or occupant

shall repair the leak. The General Manager may, at their discretion, upon request of the owner, adjust the disputed bill and any bills issued during the investigation for a period not to exceed (30) calendar days after the issuance of the bill investigation report. 21 DCMR §407.4

8. The property owner is the ultimate responsible party to pay for water and sewer services at a property and the obligation to pay DC Water's water and sewer charges runs with the property where the water services are rendered. See, Euclid Street, LLC v. D.C. Water and Sewer, 41 A. 3rd 453, D.C. Court of Appeals 2012.
9. Privately owned water meters are those required to be installed and maintained at the expense of the consumer; and are defined, in general, as meters on water services which supply premises utilized for business purposes, and commercial and industrial purposes which require large quantities of water. (See, 21 DCMR §300.2)
10. 21 DCMR §300.3 reads "For purposes of this chapter, a "commercial water meter" is a meter which services a premises used as other than a single family dwelling or a two-family flat, whether the premises is served directly from a District-owned water main or from a an unmetered privately owned water main." (See, 21 DCMR §300.3)
11. 21 DCMR §300.4 reads "For purposes of this chapter, the term "preventive maintenance" means maintenance, including testing and repair (if necessary and when possible) performed in accordance with the current American Water Works Association (AWWA) schedule based on meter size and recorded consumption." (See, 21 DCMR §300.4)
12. 21 DCMR §302.6 relating to privately owned meter states "The necessary meters and appurtenances shall be provided, erected, and maintained by the consumer at the consumer's expense."
13. All meters shall be installed under the supervisions of the Director and shall be installed so that they can be easily examined and read. (See, 21 DCMR §302.6)
14. 21 DCMR §305.1 states "Consumers are required to keep their meters and appurtenances in repair and to protect them against frost and injury of any kind at their own expense."

DECISION

The customer 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 were two (2) plumbing issues at the property during the period in dispute. First, there was a defective toilet. Second, there was a water leak in the water meter box.

With respect to the defective toilet, 21 DCMR §406 dictates that there is to be no adjustment of a customer's account when excessive water usage is caused by a leaking fixture. Here, the customer testified that she found a running toilet in the unit of one of the tenants and that the defective toilet was repaired toward the end of August 2023. Testimony was that water usage at the building started to decline at the end of August, 2023.

With respect to the water leak in the meter box, the customer was informed by DC Water

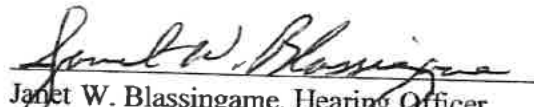
that it was the responsibility of the property owner to repair. It is apparent that conflicting information was given to the customer by a plumber regarding who was responsible for repair, however, the regulations are clear that with respect to commercial property, in this instance, a multi-family apartment building, the customer is responsible for repair, at their own expense, of the meter and appurtenances. (See, 21 DCMR §305.1)

The customer's plumber reused the water meter and both plumbers hired by the customer identified the problem as on the side of the meter and the yoke holding the meter.

This property must be distinguished from a single-family dwelling or a two-family flat because the rules are different with respect to water meters at commercial property which would include a multi-family apartment, such as was at issue. During the hearing, DC Water's representative characterized the water meter as owned by DC Water and that the customer was responsible for repair of everything else relating to the water service. It appears from the regulations, that, with respect to commercial property, an owner and/or the owner's plumber installs the water meter obtained from DC Water and from that point, the property owner is responsible for all maintenance. (See, 21 DCMR §300. 302 and 305) DC Water maintains the right and authority to read the meter and inspect the water meter, but responsibility for the water meter lies with the property owner. (See, 21 DCMR §305.1)

As such, either or both the defective toilet and/or the meter box leak caused or contributed to the high-water usage that occurred at the apartment building, but with respect to both plumbing issues that existed, DC Water was not responsible for repair of either and neither plumbing issue provides basis for adjustment of the customer's account for the excessive water usage.

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


Janet W. Blassingame, Hearing Officer

Date: July 16, 2024

Copy to:

Cedric and Cassandra Wins
P.O. Box 10781
Burke, VA 22009

BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

DEPARTMENT OF CUSTOMER SERVICES

IN RE [REDACTED]

Washington, DC 20017

Account No: [REDACTED]

Case No: 23-375906

Amount in Dispute: \$356.26

Before Janet W. Blassingame, Hearing Officer
May 22, 2024 at 10:00 a.m.

The customer contested a water and sewer bill dated for the period March 28, 2023 to April 26, 2023. The DC Water and Sewer Authority (DC Water) investigated the bill dispute 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 May 22, 2024. Present for the hearing were: [REDACTED] and, Kimberly Arrington and Kristen Gibson behalf of DC Water, as well as, Geneva Parker, DC Water, observing only.

The property involved is a townhome owned and occupied by [REDACTED]. The property has three and one-half (3 ½) bathrooms, one kitchen, a dishwasher, a washing machine, and one outside faucet. [REDACTED] stated that the outside faucet is turned off year-round. The water and sewer bill has, historically, ranged between One Hundred Dollars (\$100.00) to One Hundred Twenty Dollars (\$120.00) per billing cycle.

[REDACTED] testified that he noticed that his water and sewer bill had been between Two Hundred Dollars (\$200.00) and Three Hundred Dollars (\$300.00) for several months. He stated that he sought a plumber through Task Ribbit and a plumber came out in July 2023. [REDACTED] stated that the plumber was named Allen W., but he could not recall the plumber's full name. [REDACTED] stated that the internal fixtures in two (2) toilets were changed in July after his dispute was initiated. [REDACTED] asserted that, despite the repairs, his water and sewer bill still is in the One Hundred Ninety Dollars (\$190.00) range.

[REDACTED] stated that he has checked his toilets and sinks and has found no problems. He stated that he works from home.

[REDACTED] stated that no underground leak inspection was performed at the property.

Ms. Arrington stated that the customer's average water and sewer bill was between Seventy-five and Eighty Dollars (\$75.00 - \$80.00) last year. She stated that the customer had spikes and late fees. She, also, stated that the customer's water usage has been back to normal

since July 2023.

Ms. Arrington stated that DC Water sent a service technician to the property on June 9, 2023 to confirm the meter read and to look at the water meter.

Ms. Arrington asserted that no adjustment is warranted and that the customer was billed on actual meter reads.

Ms. Arrington stated that the customer contacted DC Water on May 1, 2023 and the utility verified the meter read on June 9, 2023.

Ms. Arrington testified that there was a spike in water usage at the property from March 28, 2023 to April 21, 2023. She stated that the customer's water usage returned to normal as of April 23, 2023 and in fact, there was zero water usage the entire day of April 23, 2023.

██████████ interjected that he travels a lot for work. As examples, he stated that he traveled from New York to Chicago between March 22, 2023 and March 25, 2023; he was in Cincinnati, OH on April 5 to April 6, 2023; and, he was in New York on April 11, 2023. Mr. ██████████ stated that he took personal days from April 27 to 28, 2023.

██████████ stated that his housekeeper comes bi-weekly and that the housekeeper was at his home during the week of March 23rd.

Ms. Arrington stated that no underground leak inspection was done at the property because the usage was controlled. She stated that water usage at the property starts and stops and that there was no water usage from April 23 to April 26, 2023.

Ms. Arrington testified that DC Water pulled and tested the water meter and the meter was determined to have 99.88% accuracy. She stated that the meter was pulled on September 25, 2023 and the test was performed on October 5, 2023. Ms. Arrington asserted that the water meter was found to be performing within standards.

Ms. Arrington asserted that 21 DCMR §408.1 regarding inconclusive findings was applicable in this matter.

Ms. Gibson interjected that 21 DCMR §408.1 is used when one does not know the cause of the high usage that occurred at a property. She reiterated that the meter passed testing, usage declined and that water usage at the property stops and starts indicating that usage is controlled within the property.

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

FINDINGS OF FACT

1. The property involved is a single-family townhome owned and occupied by ██████████
██████████ (Testimony of ██████████)

2. The period in dispute is March 28, 2023 to April 26, 2023. (Testimony of the parties)
3. There was a significant increase in water usage at the property between March 28, 2023 and April 21, 2023; water usage at the property declined and was back to normal as of April 23, 2023. (Testimony of Kimberly Arrington)
4. The customer testified that he travels frequently and was away from the home- March 22nd -25th, April 5th -6th, April 11th, and April 27th to 28th, 2023. (Testimony of [REDACTED])
5. A housekeeper has access to the home on a bi-weekly basis and the housekeeper was in the home during the week of March 23rd. (Testimony of [REDACTED])
6. The customer was billed upon actual meter read and the utility verified the meter read on June 9, 2023. (Testimony of Kimberly Arrington)
7. DC Water tested the water meter and the meter was determined to have 99.88% accuracy. (Testimony of Kimberly Arrington)
8. DC Water did not conduct an underground leak inspection at the property because water usage would start and stop during the period involved which is indicative of the usage being controlled at the premises. (Testimony of Kimberly Arrington and Kristen Gibson)
9. The customer hired a plumber and the internal fixtures of two (2) toilets were changed in July 2023. (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. 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. 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 customer failed to establish that more likely than not the bill in dispute was wrong or for some other reason, he should not be responsible for payment.

There was a spike in water usage at the customer's home between March 28, 2023 and April 21, 2023. The customer testified that he traveled significantly for work and he provided dates in March and April 2023, that he was not in residence. The customer, also, testified and acknowledged that he has a housekeeper who was present in the residence during the week of March 23rd, even though the customer was away for a few days.

The customer did not testify that he had any defective toilets during the period in issue, but he did testify that he contacted a plumber and two (2) toilets in the home were repaired after initiating his bill dispute.

DC Water established that the water meter was functioning appropriately and that the meter read upon which the customer was billed was correct. The utility, also, ruled out the existence of an underground leak because its records reflect that water usage at the property would start and stop during the period involved and underground leaks required repair before such a leak will stop. The evidence further was that there was a period of three (3) days during the period in issue that no water usage occurred at the property, as well as, that water usage returned to normal.

Based upon the foregoing, the preponderance of the evidence is against the customer's contention that the bill in dispute was wrong. While the evidence did not establish that there were defective toilets in the house during the period in issue, toilets were repaired within months of the occurrence of the spike in usage. More importantly, DC Water established that the water meter was functioning appropriately, there was no miscalculation of the customer's bill, and there was no underground leak that caused increased water usage at the property.

21 DCMR §408.1 bars the adjustment of a customer's account when all checks and tests are inconclusive as to the cause of excessive water usage occurring at a property. Here, the customer does not know the cause of the increased water usage but testimony established possible factors existed that may have caused the usage, such as, the presence of the housekeeper and the presence of defective toilets. Moreover, the utility investigated the bill dispute and its tests and checks found no basis to adjust caused by DC Water equipment or people.

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
Janet W. Blassingame, Hearing Officer

Date: July 16, 2024

Copy to:



Washington, DC 20017

BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

DEPARTMENT OF CUSTOMER SERVICES

IN RE: Julien H. Nam
6583 Irving Ct.
Alexandria, VA 22312

Service Address:

Account No:

<u>Amount</u>	<u>Period in Dispute</u>	<u>Case Number</u>
\$538.12	7/28/23 – 8/24/23	23-582163
\$342.37	9/28/23 – 10/26/23	24-215059

Before Janet W. Blassingame, Hearing Officer
May 22, 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 May 22, 2024. Present for the hearing were: Julien Nam; and, Stephanie Robinson and Geneva Parker on behalf of DC Water.

The property involved is a single-family semi-detached residence. The house has one kitchen, two and one-half (2 ½) bathrooms, a washing machine, and a dishwasher. The property has been owned by Julien Ham for six (6) years and is held as rental property. Ms. Nam stated that the property is checked by a property manager every six (6) months and that the water and sewer bill, generally, ranges between \$150.00 and \$200.00 per billing cycle and the tenants average 3.72 CCF per cycle. Ms. Nam stated that, when there is a problem at the property, the tenant will alert the property manager. DC Water alerts of high-water usage are sent to the property owner.

The property owner stated that she had the property manager, not a plumber, come out to house on September 12, 2023, and the property manager did not see anything wrong at the house. The property owner stated that DC Water replaced the water meter at the property on September 24, 2023.

Ms. Nam stated that an alert was received from DC Water on October 16, 2023 for October 15th, 17th, and 18th. The property owner stated that the tenant was out of town during that weekend and thereafter, water usage went back down. She stated that no plumbing work was performed.

Ms. Nam stated that the property manager was out to the property on October 19, 2023 and said that the meter was not reading. The property owner stated that the property manager was back out to the house on October 20th when DC Water came out. Ms. Robinson interjected that DC Water was out to the property on September 21, 2023 and replaced the MTU which collects hourly usage data from the water meter.

On cross-examination, Ms. Robinson pointed out that the DC Water Interaction Notes on page 19 reflect that the property owner said on September 25, 2023 that the issue was resolved. Ms. Nam responded that she was calling DC Water because the utility had taken so long to respond to her dispute. Ms. Nam stated that DC Water said they received her dispute.

Ms. Robinson stated that the charges were based upon actual hourly meter reads and that DC Water reviewed the meter reads from the property and has determined that the meter reads are accurate.

Ms. Robinson stated that the MTU at the property was replaced on September 21, 2023 and that the display screen is activated by magnet but the transmissions are still sent.

Ms. Robinson testified that DC Water completed its investigation of the dispute on September 23, 2023. She stated that no underground inspection was conducted.

Ms. Robinson pointed out, on pg. 34 of the Interaction Notes, the property owner's tenant, Natasha R. Paige, told a DC Water service representative that there were major plumbing issues involving the basement toilet and the owner has been informed as well. She, further, pointed out that, on October 18, 2023, the property owner, based upon interaction notes on pg. 16, informed a DC Water service representative that the house had been checked by a plumber and the plumber found no leaks.

Ms. Robinson testified that DC Water sent CUNA alerts to the property owner on October 16, 17, 18 and 19, 2023, which was a weekend.

Ms. Robinson identified [REDACTED] as the property manager's plumber and that Mr. Sears requested, on October 19, 2023, that the water meter be marked.

Ms. Robinson stated that DC Water conducted an underground inspection on October 20, 2023 and no underground leak was found.

Ms. Robinson stated that the customer disputed the October 27, 2023 bill on November 17th.

Ms. Robinson stated that she spoke with Ms. Nam on January 30, 2024 and requested that the customer provide a plumber's report. She stated that Ms. Nam said DC Water was taking too long.

Ms. Robinson testified that DC Water completed its bill dispute investigation and the water meter was determined to have 100.75% accuracy.

Ms. Robinson reiterated that [REDACTED] the tenant, spoke with a DC Water service representative and said there were major issues with the basement toilet. Ms. Robinson cited 21 DCMR §406.2 as barring a customer's account adjustment when excessive water usage is caused by a household fixture.

Ms. Nam interjected that the tenant, in September 2023, put something in the toilet which should not have been in the toilet. She stated that plastic bags were in the toilet and that the property manager used a snake to pull them out of the toilet. Ms. Parker retorted that what was described would be a sewer issue and a sewer issue would not have caused increased usage. Ms. Parker cited 21 DCMR §408.

Ms. Parker testified that the water and sewer bill charges have increased because the owner's tenant is no longer enrolled in CAP. She stated that the tenant's CAP benefit expired in September 2023.

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 rental property owned by Julien Nam. (Testimony of Julien Nam)
2. There were two periods in dispute: 7/28/23 to 8/24/23 and 9/28/23 to 10/26/23. (The record in this matter)
3. There was a spike in water usage during the month of August 2023. (Testimony of Julien Nam)
4. On September 5, 2023, the tenant contacted DC Water to dispute the bill and the tenant informed the DC Water service representative that there are major plumbing issues with the basement toilet and that the owner had been informed. (Testimony of Stephanie Robinson; DC Water Interaction Note pg. 34)
5. The customer had the property manager inspect the house on September 12, 2023; the property manager, who was not a plumber, found no issues. (Testimony of Julien Nam)
6. The property owner recanted her testimony of there being no issues found at the property and said, later in testimony, that the tenant had put plastic bags in the toilet and the property manager snaked out the plastic bags. The property owner did not give a date of service regarding the snaking of the toilet. (Testimony of Julien Nam)
7. DC Water sent a service technician to the property on September 21, 2023 for an equipment check because the MTU was not transmitting meter reads and there were no reads in Star. The service technician removed and replaced the MTU. (DC Water Work Order dated 9/21/2023 and testimony of Julien Nam and Stephanie Robinson)
8. DC Water completed its bill investigation on September 23, 2023 finding no basis to adjust the customer's account. No underground inspection was performed based upon the tenant's statement and the decline in water usage. (Testimony of Stephanie Robinson)

9. DC Water sent the property owner CUNA alerts on October 15, 16, 17 and 18, 2023. (Testimony of the parties)
10. The tenant was out of town on October 15, 16, 17 and 18, 2023. (Testimony of Julien Nam)
11. DC Water conducted an underground inspection at the property on October 20, 2023 and no underground leak was detected. (Testimony of Stephanie Robinson)
12. DC Water tested the water meter at the property and the meter was determined to have 100.75% accuracy. (Testimony of Stephanie Robinson)

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. 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 customer failed to establish that more likely than not the two (2) bills in dispute were

wrong or for some other reason, she should not be held responsible for paying either or both bills.

With respect to the first bill period 7/28/23 to 8/24/23- bill dated 8/29/23, the tenant contacted DC Water on 9/5/23 to dispute the bill, but, also, told a DC Water service representative that there were major issues involving the basement toilet and that the property owner had been informed. At the time of the call to DC Water, the tenant was not an authorized person of the account and she could not initiate the bill dispute. The property owner testified that the property manager inspected the property on September 12, 2023 and found no issue; when confronted through testimony by DC Water's representative of the tenant's statement to a DC Water service representative, the property owner, then, acknowledged a problem existed regarding a toilet but asserted that it involved the tenant putting plastic bags in the toilets. The property owner failed to submit a plumber's statement although requested to do so by DC Water. The customer aimed her testimony toward the water meter and asserted that the meter was malfunctioning. DC Water pointed out that the MTU was not transmitting and was replaced and that the MTU has no bearing upon the functioning of the water meter. Moreover, DC Water presented testimony of the testing and accuracy of the water meter.

In comparing the unsolicited statement of the tenant that there was a major issue with the basement toilet and the property owner's failure to be straightforward in acknowledging that a toilet issue did exist at the property and testifying as to the nature and timeframe of the issue, the Hearing Officer does not credit the property owner's testimony that the toilet issue was of the tenant putting plastic bags in the toilet. The tenant's statement did not imply that the tenant had caused the toilet issue and moreover, the tenant stated that the owner had been informed of the problem. The property owner stated that her property manager was at the property on September 12th but found on problem. Water usage at the property declined during the next billing cycle and the Hearing Officer concludes that something was done at the property to remedy the toilet issue. The property owner failed to provide a plumber's statement and failed to be forthcoming in testimony regarding the state of the property during the period at issue. As such, the Hearing Officer concludes that more likely than not there was a defective toilet which caused increase water usage at the property and it was repaired resulting in a decline in water usage by the next bill statement. Water usage at the property went from 33.72 CCF during the bill cycle in dispute down to 3.52 CCF the next billing cycle ending on 9/27/2023. (See, DC Water Billed Meter Readings statement)

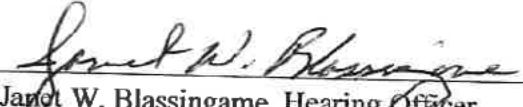
With respect to the second bill period in dispute- 9/28/23 to 10/26/23- bill dated 10/27/23, DC Water sent CUNA alerts to the property owner that continuous water usage was occurring at the property. The alerts were on October 16, 17, 18, and 19, 2023. The property owner testified that her tenant was out of town and that the property manager checked the property and no found no leaks. No plumber report was submitted in support of the property owner's testimony and Ms. Robinson testified that she requested the plumber's report. With respect to DC Water's investigation of the customer's bill dispute, the utility conducted an

underground inspection and detected no underground leak. DC Water, also, tested the water meter and the meter was determined to be functioning appropriately at 100.75% accuracy. Water usage in September/October 2023 was 17.26 CCF and declined the next cycle in October/November 2023 to 3.28. (DC Water Billed Meter Readings statement)

21 DCMR §406 states that 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. As such, the property owner is not entitled to an account adjustment due to excessive water usage caused by a defective toilet.

21 DCMR §408 bars 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.") Here, DC Water sent CUNA alerts to the property owner which signified that something was going on at the property to cause continuous water usage. In its investigation of the bill dispute, the utility conducted an underground leak inspection and tested the water meter, both of which revealed no cause of the excessive water usage.

Accordingly, the determination of DC Water regarding each bill dispute that the charges are valid and no basis exists for adjustment of the customer's account is hereby **AFFIRMED**.


Janet W. Blassingame, Hearing Officer

Date: July 16, 2024

Copy to:

Julien H. Nam
6583 Irving Ct.
Alexandria, VA 22312

BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

DEPARTMENT OF CUSTOMER SERVICES

IN RE: [REDACTED]

Washington, DC 20015

Account No: [REDACTED]

Case No: 23-39772

Amount in Dispute: \$954.45

Before Janet W. Blassingame, Hearing Officer
May 29, 2024 at 10:00 a.m.

The customer contested a water and sewer bill dated for the period August 12, 2023 to September 14, 2023. The DC Water and Sewer Authority (DC Water) investigated the bill dispute 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 May 29, 2024. Present for the hearing were: [REDACTED] and, Arlene Andrews behalf of DC Water.

The property involved is a single-family home. The property has four and one-half (4 ½) bathrooms, a washing machine, a dishwasher, one kitchen, a utility sink, an irrigation system, one faucet in the garage, and one outside faucet, as well as, a bubbling stone fountain. Two (2) people occupy the home and the water and sewer bill had been, approximately, \$400.00 per billing cycle.

[REDACTED] stated that she received two (2) alerts in either June or July and she called DC Water. She stated that the service representative recommended that she check the residence for leaks. The customer stated that she put food coloring in the toilet tank. She stated that she self-inspected the property and did not hire a plumber. [REDACTED] stated that she, also, had the irrigation system tested.

[REDACTED] testified that on August 23, 2023, her basement ceiling collapsed and water was dripping from the ceiling. She stated that the basement is directly below her kitchen. She stated that she turned off the water valve and pulled out her dishwasher. She stated that a gadget on the dishwasher had come undone. She described the problem as a stripped attachment to a hose on the dishwasher. The customer stated that she never saw water on her kitchen floor.

[REDACTED] asserted that the incident involving the dishwasher was out of line with the norm. She stated that the issue was totally not normal.

Ms. Andrews stated that no account adjustment was warranted. She pointed out that the customer had been billed upon actual meter reads.

Ms. Andrews cited 21 DCMR §406.2 stating that the regulation bars adjustment for leaking faucets and fixtures.

Ms. Andrews pointed out that the customer's plumber report said the dishwasher was repaired.

Ms. Andrews stated that the DC Water did not conduct a meter test.

Ms. Andrews, lastly, stated that the customer's historical charge for water and sewer in the Spring/Summer months is \$400.00 and the customer tends to use 20 -25 CCF of water per billing cycle. Ms. Andrews stated that the customer's water usage in the Winter months ranges between 4 – 5 CCF and her bill average is \$250.00.

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

FINDINGS OF FACT

1. The property involved is a single-family residence owned and occupied by [REDACTED] and her husband. (Testimony of [REDACTED])
2. The dispute period involved is 8/12/2023 to 9/14/2023. (The record in this matter)
3. The customer received alerts from DC Water in June or July 2023 and when she called the utility in response to the alerts, it was recommended to her to check the property for leaks. The customer performed a self-check using food coloring in the toilets. (Testimony of [REDACTED])
4. On August 23, 2023, the customer's basement ceiling collapsed and she saw water dripping from the ceiling. (Testimony of [REDACTED])
5. The customer's kitchen was directly above the basement and the kitchen dishwasher was found to be defective due to a defective hose attachment. (Testimony of [REDACTED])
[REDACTED] Invoice from Cordova Carpenters LLC dated 9/26/2023)

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. At the administrative hearing, the customer has the burden of establishing a prima facie case that s/he was not responsible for the excessive water charged to the customer's property. If the customer does so, the burden of production shifts to the utility to respond with credible evidence in rebuttal. If the utility does make a sufficient showing, the customer must trump the utility's response with evidence sufficient to carry the burden of persuasion, which remains always with customer. (See, Gatewood v. DC WASA, 82 A.3d 41, D.C. Court of Appeals 2013)

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. 3rd 453, D.C. Court of Appeals 2012.

DECISION

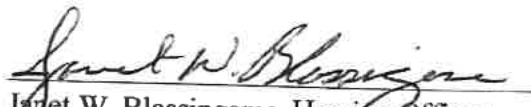
The customer failed to establish a prima facie case that the bill in dispute was wrong or for some other reason she should not be responsible of its payment.

The customer testified that, despite her testing with food coloring for toilet leaks and finding no leaks, she, ultimately, found that a hose connection to her dishwasher was defective causing leaking water from her kitchen dishwasher to run down thru the basement ceiling which ultimately collapsed. The customer testified that when the basement ceiling fell, she saw water dripping from the ceiling. The customer stated that her kitchen is directly above the basement. Per an invoice from the customer's carpenter, it was confirmed that the dishwasher was defective. The contractor wrote that "the dishwasher waste supply was not connected properly that cost leak for several days." (See, Invoice Cordova Carpenters LLC dated 6/26/23)

The customer's own testimony and the carpenter's statement of the cause of the excessive water usage defeats the customer's ability to establish a prima facie case of non-responsibility for payment of the charges.

DC Water cited 21 DCMR §406.2 which dictates that the property owner is responsible for household fixtures and leaking faucets and DC Water does not adjust a customer's account when water loss is caused by the same. Here, there was undisputed testimony and evidence that the excessive water usage was caused by a defective dishwasher connection. Ultimately, the property owner is responsible to pay DC Water charges for water used at the property. The fact that the dishwasher caused water loss does not excuse the property owner for payment of the charges, nor does the fact that the customer was unaware that her dishwasher connection was defective until her basement ceiling collapsed.

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: July 16, 2024

Copy to:



Washington, DC 20016

BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

DEPARTMENT OF CUSTOMER SERVICES

IN RE: Webster Gardens LP

c/o Carlos Campos, Community Manager
Habitat America
126 Webster St. NW, office
Washington, DC 20011

Service Address:
[REDACTED] Webster St. NW

Account No: [REDACTED]
Case No: 23-570515

Amount in Dispute: 2,639.59

Before Janet W. Blassingame, Hearing Officer
May 31, 2024 at 10:00 a.m.

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 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 May 31, 2024. Present for the hearing were: Carlos Campos, Community Manager for Webster Gardens, Habitat America; and, Stephanie Robinson on behalf of DC Water; and, Kimberly Arrington, DC Water, observing only.

The property involved consists of one building in a four (4) apartment building complex, having a total of 52 units. Each building has 13 units and each unit has a kitchen and one bathroom. Additionally, each building has two (2) washing machines in a community laundry room and the complex has an irrigation system.

Mr. Campos testified that, last year, he conducted an audit of the water and sewer bill charges and discover a bill for Seven Thousand Dollars (\$7,000.00), a bill for Five Thousand Dollars (\$5,000.00) and a bill for Three Thousand Dollars (\$3,000.00). Mr. Campos testified that the building at issue's water and sewer charges, generally, range from Eight Hundred Dollars (\$800.00) to One Thousand Dollars (\$1,000.00) per billing cycle. He stated that each building has a separate water and sewer bill.

Mr. Campos stated that he did not receive any CUNA alerts from DC Water.

Mr. Campos stated that there has been a problem with postal service mail delivery.

Mr. Campos stated that he got the on-line password for the DC Water account in March 2024 and that the water and sewer bills used to go to a bill processing company but now the bills go to the headquarters of Habitat America (a property management company) which is located at 180 Admiral Cochrane Dr., Annapolis, MD, Suite 200, 21401.

Mr. Campos reiterated that he has received no high-water usage alerts. He stated that emails go to Summerset, the property owner. It was pointed out to Mr. Campos that DC Water sent CUNA alerts 4/9/23 thru 4/11/23 and 4/11/23 thru 5/4/23.

Mr. Campos stated that he requested a meter inspection and was told by DC Water to get a plumber. Mr. Campos stated that RM Contractors was hired in August 2023 and no leaks were found. Mr. Campos testified that quarterly inspections are conducted and when a tenant calls regarding a problem, a work order is created. Mr. Campos explained that there is a maintenance crew, but, that, sometimes, a plumber will be called. He asserted that he/they could not find any leaks. He stated that the last quarterly inspections were done in March/April 2023 and there were no reported problems. He stated that he did not review system records regarding calls by tenants regarding problems in their units during the period in issue.

Mr. Campos testified that the water and sewer bill was cut in half by June 2023. He stated that he conducted the account audit in May 2023 and thereafter, sent the maintenance team to inspect the units, but, the maintenance team did not find anything amiss. He stated that he could not recall the date of inspections by the maintenance but he thinks that it was after receipt of the May 2023 water bill.

Mr. Campos concluded stating that he does not know what caused high water usage at the building.

Mr. Campos stated that he wants a meter check and he added that he does not receive the water and sewer bill for [REDACTED] Webster St. NW.

Ms. Robinson stated that the bill charges were based upon actual meter readings which were transmitted by MTU from the water meter.

Ms. Robinson stated that DC Water completed its investigation of the bill dispute on August 30, 2023 and by then usage had declined. She stated that the utility tested the water meter on March 11, 2024 and the water meter was determined to have 100.51% accuracy and she asserted that the results were within accepted test standards.

Ms. Robinson stated that based upon the investigation and meter test result, DC Water concluded that the customer was not entitled to an account adjustment based upon 21 DCMR §408.1 which relates to inconclusive findings after all tests and check.

Ms. Robinson pointed out that there are multiple names on the account relating to the property and the customer should speak with DC Water Customer Service to sort out the correct contact information for the DC Water account.

Ms. Robinson asserted that the increased water consumption at the building started on September 4, 2022 and continued until May 24, 2023, when usage declined. She stated that the customer had continuous water usage on May 11, 2023. Ms. Robinson stated that DC Water's high water usage alerts went to the property owner. She added that the customer is only registered to receive HUNA alerts and the customer is not registered to receive CUNA alerts. She suggested that the customer log-in to the on-line account and register for CUNA alerts and set a threshold for when alerts will trigger.

Ms. Robinson stated that Mr. Campas did not receive the customer zip file which was sent on May 28, 2024. She stated that the mailed package was "returned undeliverable." She stated that the zip file was sent to the Assistant at Habitat and to Mr. Campas. Mr. Campas stated that his computer settings have size limitations on files and the zip file was, probably, rejected due to size. Mr. Campas requested that DC Water split the zip file and resend the same and Ms. Robinson stated that the file would be re-sent.

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 one-of-four multi-family apartment buildings in an apartment complex known as Webster Gardens; each building is monitored by a separate water meter. (Testimony of Carlos Campas)
2. The period in dispute is April 14, 2023 to May 11, 2023. (The record in this matter)
3. Mr. Campas is the property manager; however, account bills are sent to the headquarters of Habitat America and high-water usage alerts are sent to the property owner- Somerset. (Testimony of Carlos Campas)
4. Mr. Campas did not have knowledge of the on-line DC Water account password for the property until March 24, 2024. (Testimony of Carlos Campas)
5. Mr. Campas was unaware of high-water alerts being sent by DC Water regarding water usage in the building. (Testimony of Carlos Campas)
6. Mr. Campas was conducting an audit of past water and sewer bills for the property and saw a series of very high-water charges and he contacted DC Water and hired RM Contractors to inspect the building for leaks in August 2023 and no leaks were found. (Testimony of Carlos Campas)
7. Prior to the hearing, Mr. Campas did not review office records of tenant call-in of problems within individual units and he was unable to testify as to whether any tenant reported a defect in their unit. Mr. Campas did testify that a quarterly maintenance inspection of units was performed in March or April 2023 and there were no reported problems and his maintenance crew found no plumbing issues sometime after May 11, 2023. (Testimony of Carlos Campas)
8. Increased water usage at the property started September 4, 2022 and water usage

- decreased on May 24, 2023. (Testimony of Stephanie Robinson)
9. DC Water sent alerts of high-water usage occurring at the property and the alerts were sent by email to the property owner. (Testimony of Stephanie Robinson)
 10. DC Water sent CUNA alerts on April 9 -11, 2023 and April 12, 2023 to May 4, 2023. (The Interaction Notes in this matter)
 11. The account was billed based upon actual meter reads sent electronically from the property. (Testimony of Stephanie Robinson)
 12. DC Water conducted an investigation of the customer's bill dispute and found charges valid and no basis for an account adjustment. (Testimony of Stephanie Robinson)
 13. DC Water tested the water meter and the meter was determined to have 100.51% accuracy. (Testimony of Stephanie Robinson)
 14. DC Water completed its investigation of the bill dispute on August 30, 2023. (Testimony of Stephanie Robinson)

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. At the administrative hearing, the customer has the burden of establishing a prima facie case that s/he was not responsible for the excessive water charged to the customer's property. If the customer does so, the burden of production shifts to the utility to respond with credible evidence in rebuttal. If the utility does make a sufficient showing, the customer must trump the utility's response with evidence sufficient to carry the burden of persuasion, which remains always with customer. (See, Gatewood v. DC WASA, 82 A.3d 41, D.C. Court of Appeals 2013)
3. DC Water is obligated to investigate a challenge to a bill by doing any or all of the following:
 - (a) Verify the computations made in the formulation of the water and sewer charges;
 - (b) Verify the meter reading for possible meter overread or doubtful registration;
 - (c) If feasible, check the premises for leaking fixtures, underground invisible leaks, and house-side connection leaks;
 - (d) Check the meter for malfunction;
 - (e) Check the water-cooled air conditioning system, if any, for malfunction; and
 - (f) Make a reasonable investigation of any facts asserted by the owner or occupant which are material to the determination of a correct bill.

See, 21 DCMR §403.
4. 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.”)

5. The property owner is the ultimate responsible party to pay for water and sewer services at a property and the obligation to pay DC Water’s water and sewer charges runs with the property where the water services are rendered. See, Euclid Street, LLC v. D.C. Water and Sewer, 41 A. 3rd 453, D.C. Court of Appeals 2012.

DECISION

Mr. Campas established a prima facie case that the property owner was not responsible for payment of the bill in dispute because more likely than not the bill was wrong. The prima facie case was based upon testimony of the inspection of the building by a licensed plumber, the inspection of the building by the maintenance crew and the property manager’s lack of knowledge of anything being amiss in the building.

DC Water investigated the bill dispute and found that the customer had been billed upon actual meter reads. The utility tested the water meter and found that the meter was functioning within accepted standards. No evidence was presented of bill computation error or equipment malfunction. The utility had meter reads documenting when the increased water usage started and when it declined. Moreover, the utility sent high water usage alerts to the property owner during the period in dispute.

As such, DC Water successfully rebutted the property manager’s prima facie case.

Mr. Campas stated that he did not know the cause of the high-water usage that registered on the water meter. As such, Mr. Campos could not overcome the utility’s rebuttal of the prima facie case.

In cases where all checks and tests failed to reveal a reasonable cause of excessive water consumption (inconclusive findings), 21 DCMR §408 dictates that DC Water will not adjust a customer’s account for the excessive water consumption.

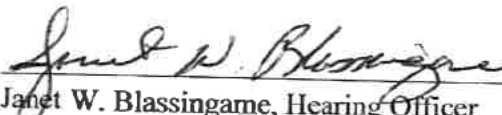
During the hearing, Ms. Robinson pointed out that there were multiple names associated with the account at issue and she suggested that the property manager log-in and de-clutter, as well as, establish thresholds for when alerts and to whom alerts are to be sent by the utility when high water usage is occurring at the property. In this case, DC Water had documented usage amounts from meter reads, but the property manager did not have privy to the meter reads, the bill statements or the high-water usage alerts sent by the utility. Each of these things were sent to different individuals connected with the property but, obviously, not communicating with one another. By the time that the property manager conducted an audit of the past bill statements,

excessive water usage had been occurring for several months undetected and unaddressed. It is noted that the customer attempted to dispute two (2) other billing periods and those disputes were deemed untimely by DC Water.

The property manager conducted the bill audit and after sending a plumber, maintenance crew and inquiring of tenants, the usage declined by June 2023, even though no one was able to cite a cause of increased usage and cause of decline. The bottom line is that something was going on at the property because DC Water's equipment was functioning properly, usage declined without repair of an underground leak, thus, establishing that there was no underground leak, and, as such, the Hearing Officer concludes that the usage was controlled at the property by some unidentified source or person.

Ultimately, the property owner is responsible for what occurs at the property and the property owner must pay for water and sewer service charges unless cause is found to relieve the owner from responsibility. The property owner in this case failed to meet the burden of proof and ultimately, could not persuade that the charges were wrong and that there was some other reason to relieve the owner from payment responsibility.

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


Janet W. Blassingame, Hearing Officer
Date: July 16, 2024

Copy to:

Carlos Campas, Property Manager
Habitat America Office – Webster Gardens
126 Webster St. NW
Washington, DC 20011

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

IN RE: Estate of [REDACTED]
[REDACTED] 10th St. NE
Washington D.C. 20002

Account No. [REDACTED]
Case No. 23-551007
ERRATA

Total Amount in Dispute: \$814.90

Before Carolyn Elefant, Hearing Officer
June 18, 2024

The representative for the Estate of [REDACTED] (the customer) contested a water bill for the property at [REDACTED] 10th St. NE Washington D.C. The disputed bill dated July 13, 2023 is in the amount of \$814.90 and covers the period June 7, 2023 to July 7, 2023. The DC Water and Sewer Authority (DC Water) investigated and determined that no adjustment to the bill was warranted. The customer requested an administrative hearing.

The matter came before the Hearing Officer on June 18, 2024 for a remote hearing. Present for the hearing was [REDACTED], who is [REDACTED] niece who appeared on behalf of the customer's estate, and Kimberly Arrington and Stephanie Robinson who appeared on behalf of DC Water.

The property involved is a row house in the northeast quadrant of the District considered Capitol Hill. The property has two full bathrooms, three sinks, a washing machine and a water faucet on the exterior of the house. Ms. [REDACTED] stated that the house has been empty since October 2022 when her aunt passed away. Ms. [REDACTED] explained that she and her cousin are the only people who have access to the property. They check the property three to four times a week, when Ms. [REDACTED] may run the water or flush the toilets.

Ms. [REDACTED] recalled receiving a large bill of one thousand dollars or more. Ms. [REDACTED] explained that the high bill prompted her to contact DC Water and she told them that the house was unoccupied. Ms. [REDACTED] testified that the DC Water representative instructed her to have a plumber inspect the premises, so Ms. [REDACTED] contacted Magnolia Plumbing. Ms. [REDACTED] recounted that the plumber noticed a puddle on the floor but could not determine the source of the water. The plumber also recommended replacing the toilet flap. The plumber's recommendations are summarized in an estimate dated July 8, 2023 which Ms. [REDACTED] testified she provided to DC Water. Ms. [REDACTED] stated that several months later, she hired a second plumber who fixed the toilet flaps for \$375. At the request of DC Water, after the hearing, Ms. [REDACTED] produced a copy of the second plumber's report which showed that a new toilet fill valve and flappers were installed on October 29, 2023.

Ms. [REDACTED] also mentioned that from time to time—most often when it rained – she would receive high water usage alerts from DC Water. She recalled that she could not understand why usage was high when no one was living at the property.

Ms. Robinson testified that the charges on the disputed bill dated July 13th, 2023 were based on actual meter readings obtained by DC Water's automated meter infrastructure and there was no indication of any faulty computations. Ms. Robinson acknowledged that DC Water received the Magnolia Plumbing estimate dated July 8, 2023 which states that the plumber found a running toilet and warped flapper and recommended repairs. Ms. Robinson explained that based on the plumber's estimate showing a need for repairs, DC Water did not conduct an underground inspection or pull the meter for testing.

Ms. Robinson testified that DC Water completed its investigation on September 19th of 2023, and by that time the usage had declined. Ms. Robinson reasoned that this was evidence that there wasn't an underground leak in the home because an underground leak does not resolve itself. Ms. Robinson summarized that DC Water determined that an adjustment is not warranted under DC Municipal Regulation 406.2, which says that if the investigation discloses leaking faucets, leaking fixtures or similar leaks, no adjustment will be made to the bill for any portion of the excessive consumption attributed to the towards those leaks.

Ms. [REDACTED] asked DC Water how the running toilet and flapper could be responsible for the excess use when they were not repaired until October 29, 2023 -- after usage had declined by September 2023. Ms. Arrington responded that it was possible that [REDACTED] turned off the toilet which would have decreased usage. [REDACTED] retorted that the toilet was already off and was turned on for the plumber's visit so he could see if there was any back up.

At the Hearing Officer's request, the parties examined the usage record. Ms. Robinson pointed out that usage decreased by the time DC Water read the meter on August 4, 2023 and decreased again by the reading of September 7, 2023. Ms. [REDACTED] again objected that the faulty fixtures could not have caused excessive use when usage declined before the repairs were made.

Ms. [REDACTED] then contended that the source of the excess use came from outside the home. She said that the plumber told her that pipes in public space were DC Water's responsibility. Ms. Arrington responded that if Ms. [REDACTED] was claiming that the excessive use was caused by an underground leak within DC Water's control, that could not be the case because an underground leak would not fix itself. At this point, Ms. [REDACTED] shared photographs of her property and asked the DC Water representatives to clarify which part of the property was DC Water's responsibility so that she could understand her obligations going forward. Neither Ms. Arrington or Ms. Robinson could answer due to the poor quality of the photos. At this point, the Hearing Officer determined that further discussion of DC Water's responsibility inasmuch as it pertained to Ms. [REDACTED] interest for future use was outside the scope of the proceeding and concluded the hearing.

Based on the foregoing evidence and testimony adduced at the hearing, along with documents in the record the Hearing Officer makes the following findings of fact:

FINDINGS OF FACT

1. The property involved is a row house in the northeast quadrant of the District considered Capitol Hill with two full bathrooms, three sinks, a washing machine and a water faucet on the exterior of the house. (Testimony of Ms. [REDACTED])
2. The disputed bill was dated July 13, 2023 and covered the period June 7 through July 7, 2023. (Testimony of the parties, Customer Bill).
3. The property was largely unoccupied following the owner, [REDACTED] death in October 2022, but was visited three to four times each week by Ms. [REDACTED] or her cousin. Nobody else had access to the premises. (Testimony of Ms. [REDACTED])
4. On July 7, 2023, Ms. [REDACTED] contacted DC Water after receiving a notice of high usage. (DC Water Investigative Report notes).
5. Ms. [REDACTED] recalled that she had received a bill of \$1,000 or more. (Testimony of Ms. [REDACTED]) That said, I find that the disputed bill amount was \$814.90. (Customer Bill dated July 13, 2023).
6. Ms. [REDACTED] contacted a plumber to inspect the property at the direction of DC Water. (Testimony of Ms. [REDACTED])
7. The plumber visited the property on July 8, 2023. (Plumber's Estimate July 8, 2023).
8. The plumber found a wet area near the washing machine, but no leaks in the plumbing. The plumber also noticed that the toilet was running, and the flapper was warped. (Plumber's Estimate July 8, 2023).
9. Ms. [REDACTED] provided the plumber's estimate to DC Water. (Testimony of the parties).
10. Water usage decreased on August 4, 2023 and again on September 7, 2023. (Testimony of Ms. Robinson).
11. DC Water investigated the disputed bill and concluded that the disputed charges were based on actual meter readings obtained by DC Water's automated meter infrastructure and there was no indication of any faulty computations. (Testimony of Ms. Robinson).
12. Based on the plumber's estimate which showed a running toilet and warped flapper, DC Water did not conduct an underground inspection or pull the meter for testing. (Testimony of Ms. Robinson).
13. DC Water determined that an adjustment is not warranted under DC Municipal Regulation 406.2, which says that if the investigation discloses leaking faucets, leaking fixtures or similar leaks, no adjustment will be made to the bill for any portion of the excessive consumption attributed to those leaks.
14. DC Water found that the high usage had declined by the time it completed its investigation on September 19th of 2023. Therefore, it ruled out an underground leak as a cause of high use because the leak would not have resolved itself. and by that time the usage had declined. (Testimony of Ms. Robinson).
15. The customer's toilet flappers were repaired on October 29, 2023. (Second Plumber's Report).
16. The DC Water representatives could not testify as to the line of demarcation between private and public side of the water line or meter based on the photos produced by Ms. [REDACTED] (Testimony of Ms. Robinson and Ms. [REDACTED] photos).

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 that 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. Under D.C. Municipal regulations, repair of leaking faucets and household appliances are the responsibility of the owner or occupant. Where an investigation discloses leaking faucets, leaking fixtures or similar leaks, no adjustment will be made for any portion of excessive use attributable to those leaks. 21 DCMR 406.1, 406.2.
4. D.C. Municipal Regulations bar adjustment of a customer's bill when all checks and tests provide no reasonable explanation for excessive water consumption. 21 DCMR 408 (stating 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.")
5. Meters shall be read quarterly or at such other times as the General Manager shall determine. 21 DCMR 308.1.

DECISION

The customer was unable to meet the burden of proof to show that the water charges are in error or that they should not be responsible for their payment.

Where excess use results from leaking fixtures, no adjustments will be made for any portion of the excessive use attributable to those leaks. 21 DCMR 406.2. Here, DC Water denied an adjustment because the plumber's estimate dated July 8, 2023 reported a running toilet and warped flappers which are the responsibility of the occupant. The customer argued that the malfunctioning toilet could not have caused the leak because it was not repaired until October 29, 2023 – long after the excessive water use began declining on August 4. But, as Ms. Arrington pointed out, use

may have declined simply because the running toilet was shut off. Although the customer insisted that the toilet had been shut off and was turned on solely for the plumber's visit, it is unlikely that the plumber's report would have documented a running toilet if this were the case. Therefore, I credit the finding in the plumber's report that the toilet was running at the time of the plumber's visit.

Even if the excess use did not result from the malfunctioning toilet, the customer still has not met her burden of showing that she is not irresponsible for the disputed bill. The customer suggested that the excess usage may have resulted from an underground leak or other defect in the portion of the system within DC Water's control. An underground leak, however, could not have been the culprit because as DC Water pointed out, usage returned to normal levels by September 2023 and an underground leak would not resolve on its own. And the evidence about the portion of the system within DC Water's control was inconclusive because the DC Water representatives could not say definitively based on the customer's photo. In cases where 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. 21 DCMR 408.

For the reasons discussed, the determination of DC Water that no basis exists to adjust the customer's account based on the presence of a malfunctioning fixture within the owner's is hereby **AFFIRMED**.



Carolyn Elefant, Hearing Officer

Date: August 26, 2024

Estate of [REDACTED]
[REDACTED] 10th St. NE
Washington D.C. 20002

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

IN RE: [REDACTED]
[REDACTED] F Street NE
Washington DC 20002

Account No. [REDACTED]
Case No. 24-89083
ERRATA

Total Amount in Dispute: \$392.25

Before Carolyn Elefant, Hearing Officer
June 26, 2024

The customer contested a water bill for the property at [REDACTED] F Street NE for the period October 6, 2023 to November 6, 2023, with a disputed amount of \$392.25. The DC Water and Sewer Authority (DC Water) investigated and determined that no adjustment to the bill was warranted. The customer requested an administrative hearing.

The matter came before the Hearing Officer on June 26, 2024 for a remote hearing. Present for the hearing was the customer [REDACTED] and Arlene Andrews on behalf of DC Water.

The property involved is a two-unit townhouse. The customer occupies the main unit which is four bedrooms, three full baths, and a kitchen and washing machine. At the time of the dispute, the basement unit consisting of two bedrooms and one bathroom and kitchen was rented to two young women. Water bills for the property have generally been in the one-hundred dollar range.

Ms. [REDACTED] testified that while out of town at a wedding, she received a high usage alert from DC Water. Ms. [REDACTED] stated that she called home and asked her partner and son to check the main unit for running water and asked her tenants to do the same in their unit. No running water was found so Ms. [REDACTED] explained that she got a licensed plumber who checked everything and found no runs or leaks. Ms. [REDACTED] then called DC Water which sent someone to check the meter. Ms. [REDACTED] recalled that the technician said the problem must be the meter satellite and based on this, Ms. [REDACTED] concluded that the excess usage was not her problem.

Ms. Andrews noted that the plumbers' report had not been received by DC Water. The Hearing Officer asked Ms. [REDACTED] if she had submitted the report and she replied that she had not. Ms. [REDACTED] stated that she believed that the plumber submitted the report to DC Water and also testified that she heard the plumber speaking to DC Water during his visit. The Hearing Officer asked Ms. [REDACTED] whether she could submit the report but Ms. [REDACTED] responded that the report was over a year old and she no longer had it.

Ms. Andrews testified that DC Water determined that no adjustment is warranted. Ms. Andrews explained that the charges in question were billed based on actual meter readings for meter ID 88318151, which serves the property at [REDACTED] F Street Northeast. Ms. Andrews continued

that the meter was removed on April 30th, 2024 for accuracy testing and tested on June 5th, 2024. The meter demonstrated an overall accuracy of 99.97%, according to the guidelines set by the American Water Works Association and recorded within agency testing standards. Ms. Andrews stated that the investigation did not disclose meter overread, faulty computation or possible meter malfunction.

Ms. Andrews reported that DC Water also did an underground inspection and found that there was no issue on the DC Water side of the water system. DC Water also determined that water usage was controlled at the premises because the increased usage occurred in two confined periods, October 13th, 2023 through October 17, 2023, and October 25, 2023 to October 26, 2023. DC Water determined that under 21 DCMR 408.1, no adjustment would be made because after all checks and test results, there were inconclusive findings of a reasonable explanation for excessive consumption.

After Ms. Andrews' testimony, Ms. [REDACTED] repeated that a DC water technician had come to the property and mentioned a faulty satellite which in her view suggested that DC Water was to blame for the excess charges. Ms. Andrews responded that the technician who visited the property was not a meter expert and that DC Water's tests showed the meter was accurate within applicable standards. Ms. [REDACTED] then reiterated that she witnessed her plumber call DC Water and that DC Water had apparently failed to "take good notes" since it did not have a record of the plumber's call.

Based upon the foregoing evidence and testimony adduced at the hearing, the Hearing Officer makes the following findings of fact:

FINDINGS OF FACT

1. The property involved is a two-unit townhouse. The customer occupies the main unit which is four bedrooms, three full baths, and a kitchen and washing machine and two tenants occupied the basement unit consisting of two bedrooms and one bathroom and kitchen. (Testimony of Ms. [REDACTED])
2. Water bills for the property have generally been in the one-hundred dollar range.
3. The bill challenged by the customer was for the period October 6, 2023 to November 6, 2023, with a disputed amount of \$392.25. (Hearing Notice, Testimony of Ms. [REDACTED])
4. The customer received a notice of high usage sometime in October while out of town. (Testimony of Ms. [REDACTED])
5. Upon receiving the high usage alert, the customer contacted her partner and tenants who checked for but did not find running water.
6. When Ms. [REDACTED] returned home, she called a licensed plumber who checked the property and found no leaks. (Testimony of Ms. [REDACTED])
7. Neither the customer nor the plumber submitted the plumber's report to DC Water. (Testimony of Ms. [REDACTED] Ms. Andrews).
8. Ms. [REDACTED] called DC Water which sent a technician to the property. (Testimony of Ms. [REDACTED] Ms. Andrews).
9. Ms. [REDACTED] testified that the technician said there was a problem with the satellite. (Testimony of Ms. [REDACTED])

10. The charges in question were billed based on actual meter readings for meter ID 88318151, which serves the property at [REDACTED] F Street Northeast. (Testimony of Ms. Andrews).
11. The meter was removed on April 30th, 2024 for accuracy testing and tested on June 5th, 2024. (Testimony of Ms. Andrews).
12. The meter demonstrated an overall accuracy of 99.97%, according to the guidelines set by the American Water Works Association and recorded within agency testing standards. (Testimony of Ms. Andrews).
13. The investigation did not disclose meter overread, faulty computation or possible meter malfunction. (Testimony of Ms. Andrews).
14. DC Water also did an underground inspection and found that there was no issue on the DC Water side of the water system. (Testimony of Ms. Andrews)
15. DC Water also determined that water usage was controlled at the premises because the increased usage occurred in two confined periods, October 13th, 2023 through October 17, 2023, and October 25, 2023 to October 26, 2023. (Testimony of Ms. Andrews)
16. DC Water determined that under 21 DCMR 408.1, no adjustment would be made because after all checks and test results, there were inconclusive findings of a reasonable explanation for excessive consumption. (Testimony of Ms. 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 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 that 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 customer's bill when all checks and tests provide no reasonable explanation for excessive water consumption. 21 DCMR 408 (stating 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.")

4. Meters shall be read quarterly or at such other times as the General Manager shall determine. 21 DCMR 308.1.

DECISION

The customer in this matter was unable to meet the burden of proof to show that the water charges are in error or that he should not be responsible for their payment.

This is a case in which high water usage is registered on the water meter and neither the customer nor the utility can determine the cause of the excess water usage.

The customer failed to show that the bill for the disputed period was incorrect. The customer's partner, tenants and plumber found no running water, leaks or issues on the premises that would explain the excess consumption. Unfortunately, the customer did not submit the written report which could have potentially shed light on the reason for the leak.. On the utility's part, DC Water pulled and tested the water meter for accuracy and found that it was functioning within the accepted range of meter accuracy. DC Water also determined that because the high use was confined to two discrete periods, that the water was controlled at the premises.

The customer argued that she was not responsible for the excess usage because a DC Water technician who visited the property told her that there was a problem with the satellite transmitting meter readings. Although this was the customer's recollection, any claim of meter malfunction is belied by the results of DC Water's tests.

In cases such as this one where the cause of high water use cannot be determined after tests and checks have been performed, no adjustment shall be made for any portion of the excessive consumption. 21 DCMR 408.1. Here, there was no evidence of leaks by the customer, the customer did not submit the plumber's report, the meter was checked and verified for accuracy by DC Water and the water was controlled at the premises. Accordingly, the determination of DC Water that the charges are valid and no basis exists to adjust the customer's account is hereby AFFIRMED.



Carolyn Elefant, Hearing Officer

Date: August 26, 2024

Copies to;

██████████

██████ F St. NE

Washington D.C. 20002

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

IN RE: Canadian Embassy
501 Pennsylvania Ave NW
Washington DC 20001

Account No. [REDACTED]
Case No. 23-110397

Total Amount in Dispute: \$42,392.29

Before Carolyn Elefant, Hearing Officer
July 23, 2024

The representative for the Canadian Embassy (the customer) contested DC Water's water bills for the property at 501 Pennsylvania Ave NW. The bills had previously been reversed and rebilled due to discovery of an inaccurate estimated meter read. (DC Water Letter dated February 28, 2023). The disputed bills totaled \$42,392.29 for the period from February 17, 2022 through October 19, 2022. The DC Water and Sewer Authority (DC Water) determined that no adjustment was warranted. The customer requested an administrative hearing.

The matter came before the Hearing Officer on July 23, 2024. Present for the hearing was Marylou Desrochers, the representative of the Canadian Embassy, and Kimberly Arrington and Alicia Johnson on behalf of DC Water.

The property involved is the Canadian Embassy, which is owned by the Canadian government. The property has six stories and two floors in the basement for parking. Approximately 350 employees work in the building, but most days only half are physically present in the building.

By way of background, by letter dated February 28, 2023, DC Water notified the customer that it had discovered that the estimated reads for the meter were inaccurate. When the error was discovered, the bill for the period February 17, 2022 through August 15, 2022 was reversed and rebilled. At the hearing, the customer raised two challenges. First, it argued that the bill adjustment period should be extended retroactively back to October 2021 because the faulty meter issues related to the adjustment likely went back that far. Second, the customer contested the estimates used by DC Water for the period of February 17, 2022 to July 19, 2022, claiming they were too high.

Regarding the first challenge to DC Water's failure to make adjustments retroactive to October 2021, Ms. Desrochers testified that in March of 2022, DC Water contacted the Embassy regarding the meter needing to be inspected. Ms. Desrochers recalled that the valve and meter were replaced sometime in August 2022. According to Ms. Desrochers, sometime around that period, the Embassy reviewed its previous water consumption and determined that the meter and valve were faulty since October 2021. Ms. Desrochers added that upon learning of the faulty meter, the Embassy representatives contacted DC Water about the issue.

Ms. Arrington objected to the inclusion of bills dating back to 2021 as untimely. She also responded that DC Water has no record stating that the meter was malfunctioning, but did send out a notice on March 14, 2022, that the valves were faulty. Mr. Arrington shared the notice and Ms. Desrochers confirmed receipt of that notice. Ms. Arrington testified that valves were the responsibility of the owner of the property, and Ms. Desrochers agreed.

Ms. Desrochers again asserted that the meter was faulty or providing incorrect readings. Ms. Arrington acknowledged that for part of the disputed time period, the customer was charged based on estimates from February 2022 through August 2022 due to the meter transmitting unit failing to send actual consumption data and when the meter was pulled, no reads were available.

Ms. Desrochers argued that the Embassy could not have known of the faulty meter until March 2022 when contacted by DC Water and therefore, it was only fair to make the adjustment retroactive. Ms. Arrington objected again and testified that even when a customer disputes a bill in an untimely manner, DC Water submits an untimely pre-investigation letter and gives the customer the right to appeal. Here, the Interaction Records at p. 9 show that DC Water emailed the Embassy on July 19, 2023 notifying the customer that the dispute for the period October 21, 2021 through February 16, 2022 was untimely. The email provided the customer with a form to file an appeal challenging the untimeliness filing, but Ms. Arrington testified that the customer never did so.

The Embassy's second argument requested that DC Water perform another review for the period of February 17, 2022 to July 19, 2022 because the estimates used to calculate the bill were too high. This argument was in response to the findings of DC Water's investigation stated in the February 28, 2023 letter. This February 28, 2023 letter stated:

The investigation revealed that the estimated read used for meter ID 17990034 was inaccurate. The meter transmitting unit number was inadvertently used as the final read for the meter. When the error was discovered, the bill was reversed and rebilled. The estimated read for billing period 02/17/22 through 08/15/22 (180 days) billed for an average of 181 CCF per month with a daily average consumption (DAC) of 6.033. The actual usage for the new meter, billing period 08/16/22 through 10/19/22 (65 days) billed for an average of 530.29 CCF per month with a DAC of 16.316.

Ms. Desrochers testified that in 2019, prior to the global health crisis, the Embassy's water consumption was far less than 530 CCF. Thus, she contended, DC Water used too high of an amount in calculating its estimate. Desrochers reasoned that the overcharge was approximately \$10,000. However, when asked by the Hearing Officer about the source of the data used to calculate the Embassy's estimated overcharge, Ms. Desrochers said that she would need to seek verification from her engineering team.

Ms. Arrington testified that in July 2022, the estimate was only 89 CCF and in the other summer months it was approximately 100 CCF. She clarified that the estimates for that time period were far lower than 530 CCF.

Ms. Desrochers repeated that the estimates were too high based on receiving a \$42,000 bill despite the building being almost empty. Ms. Arrington explained that the \$42,000 bill was not for one month but was an extended bill. Ms. Desrochers also admitted that around 2022, the Embassy resumed hosting some larger events.

Ms. Arrington pointed out that the regulations state that when making an estimate due to not having actual consumption amounts, three comparable periods are used in the calculation for that particular period.

Upon further discussion of the February 28, 2023 letter, Ms. Arrington confirmed that estimates were calculated for 180 days from February 2022 through August 2022 using 181 CCF per month. However, the actual water consumption, which was able to be determined starting in August 2022 due to the installation of the new meter, was averaging around 530.29 CCF per month. Upon determining that the estimates used by DC Water were far lower than actual consumption even during comparable time periods, DC Water determined that no adjustment to the bills was warranted.

At the conclusion of the hearing, the Hearing Officer provided the customer with an opportunity to submit documentation of the sources for the data used in its requested adjustment calculations. On July 23, 2024, the customer emailed documentation to support a \$14,261.69 adjustment for the period November 2021 to February 2022. But no calculations or data sources were provided for the period February through October 2022.

Based upon the foregoing evidence and testimony adduced at the hearing, the Hearing Officer makes the following findings of fact:

FINDINGS OF FACT

1. The property involved is six stories with two floors in the basement for parking and is owned by the Canadian government. Approximately 350 employees work in the building, with half physically present most days. (Testimony of Ms. Desrochers).
2. DC Water discovered an error in the customer's bills due to an inaccurate estimated meter read. When the error was discovered, the bill for the period February 17, 2022 through August 15, 2022 was reversed and rebilled. (DC Water Letter dated February 28, 2023).
3. The "rebilled" bills challenged by the customer were for the period February 17, 2022 through October 19, 2022 in the amount of \$42,392.29. (Hearing Notice dated July 11, 2024).
4. The customer argued that the rebilled adjustment should apply retroactively for the time period from October 2021 through February 2022 when the meter was also likely malfunctioning. (Testimony of Ms. Desrochers)..
5. The customer contacted DC Water starting in March 2022 upon learning of the faulty valve and issues with the meter and had numerous discussions via email and phone calls. (Testimony of Ms. Desrochers).
6. The customer claims that its investigation revealed that the valves and meter were faulty since October 2021. (Testimony of Ms. Desrochers).

7. DC Water objected to allowing the customer to dispute the time period from October 2021 through February 2022. (Testimony of Ms. Arrington).
8. The customer did not submit the required forms to dispute the time period from October 2021 through February 2022. (Testimony of Ms. Arrington).
9. Actual water consumption readings were not available from February 17, 2022 through August 16, 2022. (Testimony of Ms. Arrington, February 28, 2023 Letter).
10. The customer was charged estimates from February 17, 2022 through August 16, 2022 for 181 CCF per month. (Testimony of Ms. Arrington, February 28, 2023 Letter).
11. Actual water consumption from August 16, 2022 through October 19, 2022 averaged 530.29 CCF per month. (Testimony of Ms. Arrington, February 28, 2023 Letter).
12. The customer was offered an opportunity to appeal DC Water's finding that the challenge to the bill for the period October 20, 2021 through February 16, 2022 was untimely. (Email dated July 19, 2023 in IR at 9). The customer did not appeal. (Testimony of Ms. Arrington).
13. The customer was offered an opportunity to submit documentation of its claim for an adjustment for the period February 17, 2022 through October 19, 2022 (Instruction of Hearing Officer) but only submitted additional information for the retroactive period (Customer email dated July 26, 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 challenges 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 that 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. Adjustments made for meter overreads shall be equal to the average consumption of water at the same premises for up to three previous comparable periods for which records are available. 21 DCMR 405.1.
4. A petition for administrative hearing must be made in writing within 15 days of the date of notice by DC Water informing the customer of the results of the investigation. 21 DCMR 412.2, 21 DCMR 409.1.

DECISION

This matter arises out of DC Water's rebilling of an account following reversal of an earlier bill that was based on inaccurate estimated meter reads. At the hearing, the customer raised two challenges. First, it argued that the re-bill period should be extended retroactively back to October 2021 because faulty meter issues which necessitated the rebilling likely went back that far. Second, the customer contested the estimates used by DC Water for the period of February 17, 2022 to July 19, 2022, claiming they were too high.

As to the first issue related to retroactivity, I need not reach the question of whether the meter was malfunctioning as far back as October 2021 because I find that the customer's challenge is untimely. By email dated July 19, 2023, DC Water informed the customer that challenges to the bills for the period October 20, 2021 through February 16, 2022 were untimely. The customer was provided with an administrative hearing petition form and instructed to return it within 15 calendar days to dispute the untimeliness filing. The customer did not comply nor offer any explanation for failure to seek appeal. Moreover, DC Water repeatedly objected to consideration of the retroactivity argument throughout the hearing and therefore did not waive the timeliness issue. *Cf Gatewood v. D.C. Water & Sewer Auth.*, 82 A.3d 41 (D.C. 2013) (finding no waiver of untimeliness where DC Water did not object to consideration of the merits of the claims). Therefore, DC Water's July 2023 determination that the challenges to the bill for the October 2021 through February 2022 period was untimely is final and precludes my consideration of the merits of that claim.

As to the challenge to the rebilled bill for the period February 17, 2022 through October 19, 2022, I find that the customer failed to meet its burden of proof. Although the customer insisted that water usage was lower due to the pandemic, by February 2022, the pandemic had lifted and the customer admitted that the Embassy resumed hosting events. The customer also claimed that DC Water's estimates exceeded pre-pandemic levels resulting in an overcharge of \$10,000 but when asked to submit the source for its data on pre-pandemic usage, the customer failed to do so. Without knowing how the customer derived its consumption data, it is impossible to assess the validity of its claims for an adjustment. For its part, DC Water showed that the bills for the February through October 2022 period had been estimated at levels that were lower than the actual use and therefore, no adjustment was warranted.

Because the customer's challenge to DC Water's failure to adjust the bill retroactively back to October 20, 2021 was untimely and because the customer failed to identify the source of its data used to dispute DC Water's adjustment or otherwise support its challenge for the period February 17, 2022 through October 20, 2022, the determination of DC Water that the charges are valid and no basis exists to adjust the customer's account is hereby AFFIRMED.



Carolyn Elephant, Hearing Officer

Date: September 24, 2024

Canadian Embassy
501 Pennsylvania Ave NW
Washington D.C. 20001

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

IN RE: Hampstead Jefferson Partners L
 1350 Columbia St.
 Unit 802
 San Diego, CA 92101
 c/o dominick@hampstead.com

Account No. [REDACTED]

Case No. 24-46717-03/16/23-09/18/23
 24-88584P-09/19/23-10/17/23
 24-14417-10/18/23-11/16/23
 23-334514-11/17/23-12/15/23
 23-364723-12/16/23-01/17/24
 23-364722-01/18/24-02/15/24
 23-364721-02/16/24-03/15/24
 24-550704-03/16/24-04/15/24
 24-500280-04/16/24-05/15/24

Total Amount in Dispute: \$261,300.11

Before Carolyn Elefant, Hearing Officer
July 24, 2024

The representative for Hampstead Jefferson Partners L.P. (the customer) contested nine water bills for the property at [REDACTED] Jefferson St, NW. The disputed bills totaled \$261,300.11 for the period from March 16, 2023 through May 15, 2024. Specifically, the bill for the period March 26, 2023 through September 18, 2023 was in the amount \$105,530.58; the bill for the period September 19, 2023 through October 17, 2023 was in the amount \$25,824.96; the bill for the period October 18, 2023 through November 16, 2023 was in the amount \$16,935.95; the bill for the period November 17, 2023 through December 15, 2023 was in the amount \$18,488.20; the bill for the period December 16, 2023 through January 17, 2024 was in the amount \$24,551.17; the bill for the period January 18, 2024 through February 15, 2024 was in the amount \$22,720.04; the bill for the period February 16, 2024 through March 15, 2024 was in the amount \$21,721.67; the bill for the period March 16, 2024 through April 15, 2024 was in the amount \$15,405.04; and the bill for the period April 16, 2024 through May 15, 2024 was in the amount \$10,122.50. The DC Water and Sewer Authority (DC Water) investigated and determined that no adjustment to the bill was warranted. The customer requested an administrative hearing.

The matter came before the Hearing Officer on July 24, 2024, for a remote hearing. Present for the hearing was Dominic Bonomolo, who is the asset manager for Hampstead Companies, which is the company that owns Hampstead Jefferson Partners L.P., which owns the property, and Patrick Harper, the Vice President of Hampstead Companies. Kimberly Arrington attended on behalf of DC Water.

The property involved is a fifty-five (55) unit apartment building with one- and two-bedroom units housing primarily low-income individuals.

Mr. Bonomolo testified that when the building was acquired in 2016, using low-income tax credits, the customer was able to renovate at a cost of just under \$90,000 per unit to upgrade plumbing fixtures in the kitchens, bathrooms and boiler room with energy efficient and water efficient fixtures.

Mr. Bonomolo explained that the customer is appealing the sewer charges and 50% of the excess water charges over the average daily usage. The norm, as testified by Mr. Bonomolo and confirmed by Ms. Arrington, was for the customer to receive a monthly bill. Mr. Bonomolo stated that they inquired with DC Water when not receiving a monthly bill on multiple occasions beginning around March 2023. However, the first bill in dispute covers a six-month time period from March 16 through September 18, 2023 in the amount of \$105,530.58. Mr. Bonomolo indicated that this bill was surprising given that even dividing into the monthly rate, it was still in excess of all past bills.

Ms. Arrington apologized for the extended bill. Ms. Arrington indicated that the original bill was reversed but the replacement bill was higher because it covered additional months while DC Water investigated the matter.

Mr. Bonomolo testified that without being notified of this excessive water usage, it delayed their ability to react and inspect to repair the issue. The usage rates and the utility expenses are a major factor in helping to diagnose when a system is not working properly. Mr. Bonomolo expressed to the Hearing Officer that he takes full responsibility and acknowledges that it is their responsibility to maintain the property, but if they had received their normal monthly bill, the customer would have immediately seen a spike, and it would have enabled them to diagnose the problem sooner.

Upon seeing the first disputed bill demonstrating a sharp increase in usage, Mr. Bonomolo testified that he hired a master plumber licensed in the District called All Plumbing sometime in December 2023, but nothing was found that would impact the bill to this degree. Mr. Bonomolo stated that the customer had also contacted DC Water to request a water meter test beginning in October 2023, but it wasn't until March 2024 when the meter could be tested. The customer conceded that the meter had "probably been functioning just fine," because after it was replaced, the readings were still high.

Then, the customer hired a second master plumber licensed in D.C., Magnolia Plumbers, in May 2024 that was able to use a special thermal imaging camera to diagnose a leak. The wording in the Plumber's Report from Magnolia Plumbers is of particular importance; it states, in relevant part:

Our detailed inspection revealed multiple leaks throughout the building, with particularly significant issues found in the front and rear boiler rooms. Both of these areas, unfortunately, drain into unfinished sections with no flooring, causing the leaking water to be absorbed directly into the ground. This concealed nature of the leaks rendered it impossible for The Hampstead Companies to detect the issue through normal observation or standard maintenance practices.

In discussing this Report with the Hearing Officer, Mr. Bonomolo clarified that the leak causing the main issue was not a fixture leaking, but it was a pipe that happened to be under or adjacent to the boiler room, not the boiler itself. The necessary repair occurred in May 2024. Mr. Bonomolo further clarified that the reference in the report to “multiple leaks” referred to minor leaks of toilets and faucets located throughout the property.

Before addressing DC Water’s position, Ms. Arrington offered some background on the billing history. Ms. Arrington explained that even though the first bill received was dated September 27, 2023, an earlier bill was sent in July 2023. The July bill showed that consumption for March through May 2023 was comparable to levels for the preceding eight months, then spiked upward in June and July 2023. The July 2023 bill was reversed and canceled and subsequently rebilled in September. Ms. Arrington apologized for the extended billing period, stating that DC Water “owns” its delay. The customer testified that it had received the July 2023 bill and disputed it because at that time, the customer believed there was a calculation error. Ms. Arrington also apologized for the extended bill, stating that DC Water had needed time to verify the high usage observed.

Ms. Arrington then testified that DC Water’s position is that no adjustment is warranted. She explained that the charges in question were built based on actual meter readings. Ms. Arrington stated that Meter ID number 9330635, which serves the property, was removed on March 7, 2024 and tested for accuracy on March 19, 2024. Ms. Arrington reported that the meter demonstrated an overall accuracy of 99.96%, within the testing standards set by the American Water Works Association. Ms. Arrington added that DC Water’s investigation did not disclose a meter overread or faulty computation.

Ms. Arrington further testified that their review of the Plumber’s Report provided by the customer showed that the repairs performed were of internal leaks that were the responsibility of the owner – leaking faucets, leaking household fixtures or similar, malfunctioning water cooler or air conditioning equipment. Ms. Arrington stated that under District Municipal Regulation 406.1, no adjustment is warranted for a repair of an internal leak that is the responsibility of the owner.

The Hearing Officer questioned Ms. Arrington as to whether there were currently any abatements available or programs to mitigate water bills for low-income people. Ms. Arrington testified there were none at this time but that an extended payment plan can be set up over five years.

Based upon the foregoing evidence and testimony adduced at the hearing, along with documents in the record the Hearing Officer makes the following findings of fact:

FINDINGS OF FACT

1. The property involved is an apartment complex with fifty-five units containing one and two bedrooms housing primarily low-income individuals. (Testimony of Mr. Bonomolo).
2. The disputed bills totaled \$261,300.11 for the period from March 16, 2023 through May 2024. (Testimony of the parties, Customer Bill).

3. The norm is for this property to receive a water bill each month. (Testimony of the parties).
4. The first bill in dispute covers a six-month time period ending September 18, 2023 in the amount of \$105,530.58, which was in excess of all past bills, even dividing into the monthly rate. (Testimony of the parties, Customer Bill).
5. DC Water sent a bill in July 2023 which was canceled and rebilled in September 2023. The customer received and disputed the July 2023 bill. (Testimony of the parties).
6. The canceled July 2023 bill and September 2023 showed that usage levels did not begin to increase until June 2023. (Canceled July 2023 bill) Subsequent bills show that higher usage levels continued at least through April 2024. (April 2024 bill).
7. The delay in issuing the first bill in September 2023 was due to DC Water's verification of high usage levels. (Testimony of Ms. Arrington).
8. The customer relied on receiving a monthly water bill as a major factor in helping to diagnose when a system is not working properly. (Testimony of Mr. Bonomolo).
9. Upon seeing the first disputed bill demonstrating an increase in usage, the customer hired a master plumber licensed in D.C. called All Plumbing that found nothing that would impact their bill to such a degree. (Testimony of Mr. Bonomolo).
10. Customer contacted DC Water to request a water meter test, but DC Water was delayed in pulling the meter. (Testimony of parties).
11. Customer hired a second master plumber licensed in D.C., Magnolia Plumbers, that was able to use a special thermal imaging camera to diagnose a leak.
12. The Plumber's Report from Magnolia Plumbers refers to a "particularly significant issue found in the front and rear boiler rooms". (Plumber's Report May 2024).
13. The Plumber's Report from Magnolia Plumbers refers to "multiple leaks throughout the building". (Plumber's Report May 2024).
14. The Plumber's Report also indicates that a significant amount of water was absorbed into the ground and did not go into the sewer. (Plumber's Report May 2024).
15. Mr. Bonomolo asserted that the leak causing the issue was not a fixture leaking, but it was a pipe that happened to be under or adjacent to the boiler room, not the boiler itself. (Testimony of Mr. Bonomolo).
16. The necessary repair occurred in May 2024. (Testimony of Mr. Bonomolo).
17. The multiple leaks referenced in the Plumber's Report, referred to minor leaks of toilets and faucets located throughout the property. (Testimony of Mr. Bonomolo).
18. The charges in question were based on actual meter readings from the meter which serves the property. The meter was removed on March 7, 2024, and tested for accuracy on March 19, 2024. (Testimony of Ms. Arrington).
19. The meter demonstrated an overall accuracy of 99.96%, within the testing standards set by the American Water Works Association. (Testimony of Ms. Arrington).
20. Based on the Plumber's Report, DC Water concluded that internal leaks of fixtures were the cause of the increased water usage. (Testimony of Ms. Arrington, Plumber's Report).
21. DC Water determined that an adjustment is not warranted under DC Municipal Regulation 406.1, which says that if the investigation discloses leaking faucets, leaking fixtures or similar leaks, no adjustment will be made to the bill for any portion of the excessive consumption attributed to those leaks.

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 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 that 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. Under D.C. Municipal regulations, repair of leaking faucets and household appliances are the responsibility of the owner or occupant. Where an investigation discloses leaking faucets, leaking fixtures or similar leaks, no adjustment will be made for any portion of excessive use attributable to those leaks. 21 DCMR 406.1, 406.2.
4. Meters shall be read quarterly or at such other times as the General Manager shall determine. 21 DCMR 308.1.
5. The General Manager shall determine the schedule upon which bills shall be rendered and may establish and implement a monthly billing cycle or such other billing cycle deemed, in his sole discretion, appropriate to meet the needs of the Authority. 21 DCMR 308.2.

DECISION

This case arises out of a unique confluence of sympathetic facts: a responsible customer that provides low-income housing, a difficult-to-detect leak, a lengthy billing delay by DC Water and disputed bills totaling \$261,300.11. The customer seeks an adjustment, arguing that DC Water's failure to provide a water bill for six months prevented the customer from discovering a hidden pipe leak sooner and resulted in higher water bills for a longer period of time. Because the customer failed to show that the outcome would have been different had it learned of the bill increases earlier, I find that the customer did not satisfy its burden of showing that an adjustment is warranted.

Under 21 DCMR 308.2, DC Water may establish a monthly billing cycle or such other billing cycle appropriate to meet its needs. DC Water initially issued a bill for the period March 2023 through July 2023 which the customer received, DC Water then canceled the July bill and reissued a bill for the period March through September 2023. DC Water's delay in re-issuing the

July 2023 bill was due to efforts to verify overuse. DC Water conceded that its September 2023 bill was for an extended six-month period.

DC Water based the bill on actual meter readings. The meter was tested and found to be operating within an acceptable range of accuracy. DC Water's investigation did not disclose a meter overread or faulty computation. DC Water found that the high usage rates resulted from an internal leak that is the responsibility of the customer and therefore, no adjustment was warranted under 21 DCMR 406.1

The customer does not dispute the accuracy of the bills. Rather, the customer takes the position that if DC Water had issued timely bills, the customer would have noticed the spike in usage and investigated the problem sooner. The customer explained that it relies on timely billing as a mechanism to track usage and troubleshoot problems and was precluded from doing so, thus justifying an adjustment.

I find that even if DC Water had issued monthly bills, it is speculative to assume that the leak would have been discovered sooner. For starters, the "Usage at a Glance" charts on the bills show that usage did not increase dramatically until June 2023 – which means that even if the customer had received a monthly bill in April or May 2023, it would not have taken steps to detect the leaks because there would have been no reason to question the bills at that time.

By July 2023, the customer received a bill showing high usage. Although the bill was eventually canceled, the customer disputed it, believing at the time that a calculation error was involved. But the customer did not engage a plumber or investigate for leaks – even though it was sufficiently concerned about high usage to challenge the July 2023 bill. Thus, the record belies the customer's claims that it would have investigated the leaks earlier had the bills been timely given that it did not check for leaks after receipt of the July 2023 bill.

This is not to suggest that the customer was remiss in any way. The leak was well-concealed and was not discovered until May 2024, after the customer's audit of the units, an erroneous plumber's report in December 2023 showing no leaks, a test by DC Water confirming the meter's accuracy and a second plumber's investigation in May 2024. The issue is not whether the customer was diligent but whether DC Water's delay prevented the customer from discovering the leak sooner. For the reasons discussed, I find it did not

Nevertheless, a six month billing period imposes financial hardship on customers who must pay substantially accumulated charges all at once. And for this customer, the impact is particularly acute given that it houses low-income tenants. DC Water does not dispute that the bill was delayed and accordingly, should bear responsibility for mitigating its financial impact. Therefore, DC Water is instructed to make arrangements for the customer to spread out its payment obligations over as long a period as possible under applicable regulations.

For the reasons discussed, the determination of DC Water that no basis exists to adjust the customer's account due to delayed issuance of billing and a leak within the owner's control is **AFFIRMED**. DC Water is directed to make extended payment arrangements for the customer.



Carolyn Elefant, Hearing Officer

Date: September 24, 2024

Hampstead Jefferson Partners L
1350 Columbia St.
Unit 802
San Diego, CA 92101
c/o dominick@hampstead.com

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

IN RE: 933 N ST NW LLC
[REDACTED] WISCONSIN AVE NW STE [REDACTED]
Washington DC 20007

Account No. [REDACTED]

Case No. 23-555039

Total Amount in Dispute: \$8,461.39

Before Carolyn Elefant, Hearing Officer
August 7, 2024

ORDER OF DEFAULT

The customer contested a water bill for the period of July 6, 2023 to August 2, 2023 in the amount of \$8,461.39. 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 August 7, 2024. Present for the hearing were Kimberly Arrington and Kristen Gibson for DC Water. The customer was afforded a thirty-minute grace period but failed to log in for the hearing or otherwise contact DC Water to advise of any problems or failure to appear. During the thirty-minute grace period, Ms. Gibson attempted to contact the customer using multiple phone numbers to no avail.

Ms. Arrington noted that the customer was contacted and did confirm the date and the time for the hearing. Additionally, on August 6, 2024, the day before the hearing, Ms. Nakisha. Minor, who is DC Water's administrator, also contacted the customer and confirmed their attendance.

The Notice of Hearing dated July 25, 2024 emailed to the customer advised that "failure to attend the hearing at the scheduled date and time may result in a default judgment being entered against you." See also 21 DCMR 415.3. As such, based upon the customer's failure to appear or to request that the hearing be postponed, DC Water's motion for a default judgment is granted.

That said, given the amount of the disputed bill, I will allow the customer 21 days to file a motion showing good cause to set aside the default and I will defer entry of a final order affirming the charges until that time. If the customer fails to file a motion to set aside the default judgment within 21 days from the date of this ruling, I will issue a final order affirming the charges.



Carolyn Elefant, Hearing Officer

Date: September 25, 2024

933 N ST NW LLC

████ WISCONSIN AVE NW STE █████

Washington D.C. 20007

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

IN RE:

██████████
██████████
██████ Varnum St NE
Washington DC 20018

Account No. ██████████
Case No. 24-22292

Total Amount in Dispute: \$662.77

Before Carolyn Elefant, Hearing Officer
August 27, 2024

The homeowners ██████████ and ██████████ contested a water bill for the property at ████████ Varnum St. NE. The disputed bill dated September 21, 2023, in the amount of \$662.77, covers the period August 17, 2023 to September 19, 2023. The DC Water and Sewer Authority (DC Water) investigated and determined that no adjustment to the bill was warranted. The customer requested an administrative hearing.

The matter came before the Hearing Officer on August 27, 2024, for a remote hearing. Present for the hearing were ██████████ and ██████████, the property owners, and Kimberly Arrington and Christine Gibson, who appeared on behalf of DC Water.

The property involved is a single-family home in northeast D.C. The property has two and a half bathrooms, four sinks, and two outdoor faucets. There is no irrigation system for the lawn. Mr. ██████████ and Ms. ██████████ have resided there with their three children since June 2020.

Mr. ██████████ stated that prior to the disputed bill, the average water bill was around \$200-300 with occasional \$400 bills. Mr. ██████████ noted that he had considered the possibility of a leak when they received the disputed bill, but as their billing amounts returned to normal in the subsequent months, the homeowners believed that a leak was not the cause of the disputed billing increase. Ms. ██████████ stated that she noticed the high bill and began the process of dispute prior to when the disputed bill was due. Ms. ██████████ mentioned that the homeowners have paid every DC Water bill since, apart from the disputed amount. Ms. ██████████ testified that DC Water sent out a representative to verify usage after she opened the dispute and their report determined that an adjustment by DC Water was not warranted. Mr. ██████████ added that this is the first time the customers have disputed a bill with DC Water, and to the best of his knowledge, all DC Water bill payments have been made on time.

Ms. Gibson testified that DC Water's position is that no adjustment is warranted. She explained that the charges in question were built based on actual meter readings. Ms. Gibson stated that the meter that serves the property was removed on April 4, 2024 and tested for accuracy. Ms. Gibson reported that the meter results, received on April 25, 2024, demonstrated an overall accuracy of 100.25%, within the testing standards set by the American Water Works Association.

Ms. Gibson added that DC Water's investigation did not disclose a meter overread or faulty computation. Ms. Gibson stated that under District Municipal Regulation 408.1, in cases in which all checks and test results and inconclusive findings provide no reasonable explanation for excess consumption, no adjustment is warranted.

Mr. [REDACTED] asked DC Water whether there was any precedent for technological errors occurring during meter testing. Ms. Arrington responded that some level of discrepancy is expected, but as long as the meter readings fall within the range of 98.50% to 101.50% stipulated by the American Water Works guidelines, it is considered a passing result. Ms. Arrington further noted that the Automated Meter Infrastructure (AMI) system generates error message alerts, and without such alerts, there is no indication that the meter is malfunctioning. Ms. Arrington concluded that the applicable standard under the regulations provides that no adjustment is warranted when neither DC Water nor the customer can identify the cause of the issue.

Mr. [REDACTED] inquired whether there was any flexibility in DC Water's ability to grant one-time exceptions in cases involving isolated spikes in usage or similar situations. Ms. Arrington stated that at this time DC Water would follow the decision of the ruling officer and did not have a process in place for courtesy adjustments. Mr. [REDACTED] sought confirmation that, as a D.C. resident, he was required to obtain water services exclusively through DC Water. Ms. Arrington confirmed that he was correct. Mr. [REDACTED] noted his concern regarding being reliant on DC Water's discretion and being vulnerable to future billing issues. Ms. [REDACTED] concurred with this assessment and noted that her confidence was diminished, as she was required to trust DC Water's assessment without having direct visibility into its processes. Ms. Arrington stated that DC Water believed in the accuracy of their data and did not falsify the documentation provided.

Ms. Gibson suggested utilizing the high usage alert notification application system offered by DC Water. Ms. Gibson continued that the homeowners currently have the threshold set to be notified when their water usage is six times their normal usage. By lowering the threshold, they will receive notification before future bills are issued. Ms. [REDACTED] responded that she had been monitoring the online account since the occurrence of the disputed bill. Ms. [REDACTED] added that Mr. [REDACTED] name was spelled incorrectly at DC Water and requested that this discrepancy be resolved. Ms. Arrington confirmed that DC Water would update that information.

Mr. [REDACTED] stated that he was not suggesting any falsification by DC Water, but he believed there was potential for human and technical error in any system. Ms. Arrington acknowledged Mr. [REDACTED] statement and noted that the customers' meter consumption appeared high. Ms. Arrington suggested that Mr. [REDACTED] and Ms. [REDACTED] inspect their fixtures or have a plumber complete an inspection of the property to rule out leaks. Mr. [REDACTED] noted that he attempted to minimize water usage but was unable to understand the cause of the singular spike that caused the disputed bill.

Ms. Gibson concluded by recommending the homeowners join the new payment plan incentive program by contacting customer service. This account would qualify due to its past two balances exceeding \$500. Ms. Gibson stated that the plan would reduce the account's outstanding balance by 40% of its payments, provided the customer commits to a minimum three-month payment plan.

Based upon the foregoing evidence and testimony adduced at the hearing, along with documents in the record the Hearing Officer makes the following findings of fact:

FINDINGS OF FACT

1. The property involved is a single-family home in northeast D.C. The property has two and a half bathrooms, four sinks, and two outdoor faucets. There is no irrigation system for the lawn. (Testimonies of Mr. [REDACTED] and Ms. [REDACTED])
2. The disputed bill for \$662.77, was for the period August 17, 2023 through September 19, 2023. (Testimonies of parties, Customer Bill).
3. The property has been occupied by Mr. [REDACTED] Ms. [REDACTED] and their three children since June 2020. (Testimony of Mr. [REDACTED])
4. Ms. [REDACTED] contacted DC Water after noticing the high bill shortly before it was due on September 19, 2023. (Testimony of Ms. [REDACTED])
5. On April 4, 2024, DC Water removed the meter for testing and returned results of an overall accuracy of 100.25% on April 25, 2024, which is within the guidelines of the American Water Works Association standards of 98.5% to 101.50%. (Testimony of Ms. Gibson).
6. DC Water investigated the disputed bill and concluded that the disputed charges were based on actual meter readings obtained by DC Water's automated meter infrastructure and there was no indication of any faulty computations. (Testimony of Ms. Gibson).
7. DC Water's investigation determined that an adjustment is not warranted under DC Municipal Regulation 408.1, in cases in which all checks and test results and inconclusive findings provide no reasonable explanation for excess consumption, no adjustment is warranted. (Testimony of Ms. Gibson).
8. DC Water offers a payment plan incentive program that this account would be eligible to reduce its outstanding balance by 40% and requires a minimum commitment of three-months. (Testimony of Ms. Gibson).

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 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 that 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. Under D.C. Municipal regulations, repair of leaking faucets and household appliances are the responsibility of the owner or occupant. Where an investigation discloses leaking faucets, leaking fixtures or similar leaks, no adjustment will be made for any portion of excessive use attributable to those leaks. 21 DCMR 406.1, 406.2.
4. D.C. Municipal Regulations bar adjustment of customer's bill when all checks and tests provide no reasonable explanation for excessive water consumption. 21 DCMR 408 (stating 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.")
5. Meters shall be read quarterly or at such other times as the General Manager shall determine. 21 DCMR 308.1.

DECISION

The customer in this case was unable to meet the burden of proof to show that the water charges are in error or that they should not be responsible for their payment.

This is a case in which high water usage registered on the water meter and neither the customer nor the utility can determine the cause of the excess water usage. The customer first learned of the spike in use sometime in September 2023 and promptly contacted DC Water to open a dispute. The bills returned to customary levels by the following month, which likely explains why the customer never hired a plumber to inspect the premises. The customer sought an adjustment because the high September bill was an isolated incident and expressed concern that without redress, future billing issues might recur in the future.

DC Water investigated the customer's claims. In April 2024, the utility pulled and tested the meter and determined that it was functioning within acceptable levels of accuracy. In addition, DC Water's investigation did not disclose a meter overread or faulty computation. To allay the customer's concerns about future billing issues, DC Water suggested that the customer could lower the threshold for receipt of high usage notification. DC Water also suggested that the customer hire a plumber to inspect their fixtures given the customer's higher-than-average consumption rates.

Under District Municipal Regulation 408.1, in cases in which all checks and test results and inconclusive findings provide no reasonable explanation for excess consumption, no adjustment is warranted. Here, the customer could not show a reason for the spike in the bill and neither could DC Water. Therefore, the regulations bar an adjustment.

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



Carolyn Elefant, Hearing Officer

Date: September 25, 2024

[REDACTED]
[REDACTED]
[REDACTED] Varnum St NE
Washington DC 20018

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

IN RE: [REDACTED]
Henson Ridge Phase2
[REDACTED] Alabama Ave SE
Washington DC 20020

Account No. [REDACTED]
Case No. 24-95737
Case No. 24-75465

Total Amount in Dispute: \$1,789.76

Before Carolyn Elefant, Hearing Officer
August 13, 2024

The customer contested two water bills for the property at 3276 15th Pl, SE. The disputed bills are for the period of April 28, 2023, to September 28, 2023, in the amount of \$1,373.50 and for the September 29, 2023, to October 27, 2023, in the amount of \$416.26. The DC Water and Sewer Authority (DC Water) investigated and determined that no adjustment to the bills was warranted. The customer requested an administrative hearing.

The matter came before the Hearing Officer on August 13, 2024, for a remote hearing. Present for the hearing was [REDACTED], the customer and tenant, and Stephanie Robinson and Kimberly Arrington on behalf of DC Water. Rhona Meyer from DC Water observed.

The property involved is a townhouse constructed in 2009 with two and a half baths, a kitchen, a washing machine, and two outdoor faucets. Ms. [REDACTED] and her two grandchildren, one of whom is a college student and did not occupy the property during the disputed billing periods, have rented the home since 2019. Prior to April 2023, the average water bill was around \$50-70 during the summer.

Ms. [REDACTED] testified that she had, to date, experienced five leaks that caused the ceiling of the property to cave in. Ms. [REDACTED] noted that issues with her property management, Henson Ridge Phase2, had made it difficult to determine responsibility for the property's water bills, as the management had been alternately placing the bill in their name and then reverting it back to her name without notice. Ms. [REDACTED] stated that, despite these issues, she paid her water bill every month and had receipts in her possession to verify payments.

When Ms. [REDACTED] initially noticed the high April bill, she first contacted Henson Ridge Phase2 to clarify the bill amount and express her concern about potential leaks in the building. Ms. [REDACTED] testified that the property was undergoing a change in management to Henson Ridge Phase2, which slowed their response to her issues. Ms. [REDACTED] stated that Henson Ridge Phase2 denied that leaks were present in the property and did not send out a plumber to inspect the home. Ms. [REDACTED] noted that the ceiling then collapsed twice before the property management conducted an inspection, with a significant delay from the time she originally reported the issue. Ms. [REDACTED] stated that Henson Ridge Phase2 did not solve the issue of the leak or repair the hole from the collapsed ceiling. She explained that the management had instead created an additional hole in an

unsuccessful attempt to discover the source of the leaks, and this new hole was, likewise, never repaired.

Ms. [REDACTED] stated that she then contacted DC Water after her initial message to Henson Ridge Phase2, who informed her that she had not paid her water bill for the disputed billing period of April 28, 2023 to September 28, 2023. Ms. [REDACTED] testified that she replied to DC Water affirming that she had paid the first disputed bill.

Ms. [REDACTED] then recounted that the second high bill she received for the billing period September 29, 2023, to October 27, 2023, confirmed her suspicion that a leak in the property had not been resolved. Ms. [REDACTED] stated that at this time Henson Ridge Phase2 created the additional hole in her ceiling. Ms. [REDACTED] testified that since this maintenance occurred her bills have lowered, but that she does not believe the issue is resolved. She explained that her ceiling had been leaking as recently as two weeks ago. Ms. [REDACTED] added that she was particularly confused by the first disputed bill, as she consistently paid her bills and had never allowed them to accumulate to such an amount.

Ms. [REDACTED] noted that Henson Ridge Phase2 had not provided her with reports, work orders, or communication records for the property. Ms. [REDACTED] recounted that Henson Ridge Phase2 believed that there was possibly an issue with the HVAC system. Ms. [REDACTED] stated that she had contacted the management company to discuss hiring a contractor or HVAC specialist when the issue remained unresolved. Ms. [REDACTED] added that the management company was replacing the second-floor toilet that she believed caused one of the first leaks in the property. Ms. [REDACTED] stated that she had footage of water flooding through the property and water damage in the home. She stated she had renter's insurance for the property.

Ms. [REDACTED] testified that when the most recent leak happened, she was out of state visiting relatives and her grandson was the sole occupier. Ms. [REDACTED] stated that her grandson relayed to her that the management company was cutting a new hole into the ceiling, approximately a week and a half after the initial leak created a hole. Ms. Nelson recalled that at this time, Henson Ridge Phase2 conveyed their belief that condensation from the HVAC system was causing the issues. Ms. [REDACTED] stated that she doubted this theory, noting that many homes have HVAC systems without experiencing the recurring complications the property continues to face.

Ms. [REDACTED] testified that the management company's current solution was to stuff a rag into the ceiling and plan the replacement of the second-floor toilet. Ms. [REDACTED] expressed disappointment with the lack of resolution, noting that these issues have persisted for four years. She stated that she believed these ongoing problems were linked to the high spike in the April bill. Ms. [REDACTED] then testified that she had received aid for the payment of the disputed bill in the period of April 28, 2023, to September 28, 2023, from a customer assistance program.

DC Water representative Ms. Robinson stated that effective April 28, 2023, the DC Water account for the property was changed from Henson Ridge Phase2 to Public and Assisted Housing. Ms. Robinson reported that the bills were then generated in the name of Public and Assisted Housing for usage from April 28, 2023, to August 14, 2023. On September 15, 2023, DC Water was notified that the account should be reversed back to Henson Ridge Phase2. Ms. Robinson

stated that the account was rebilled to Henson Ridge Phase2 for the initial disputed billing period of 154 days, from April 28, 2023, to September 28, 2023. Ms. Robinson testified that the customer assistance program ended on September 30, 2023, but paid the bills for the period of April 28, 2023, to September 28, 2023.

Ms. Robinson testified that DC Water's position is that no adjustment is warranted. She explained that the disputed bills dated October 11, 2023, and October 30, 2023, were billed based on actual meter readings. Ms. Robinson also added that no underground investigation was performed because usage had declined when DC Water completed its investigation on December 18, 2023, suggesting the cause of the wasted water was controlled at the property.

Ms. Robinson stated that the meter which serves the property was removed and tested that same day for accuracy. Ms. Robinson reported that the meter demonstrated an overall accuracy of 100.12%. A meter reading within the range of 98.50% to 101.50% stipulated by the American Water Works guidelines is considered a passing result. Ms. Robinson added that DC Water's investigation did not disclose a meter overread or faulty computation. Ms. Robinson stated that under District Municipal Regulation 408.1, in cases in which all checks and test results and inconclusive findings provide no reasonable explanation for excess consumption, no adjustment is warranted.

Ms. Robinson added that the administrative hearing petition submitted by Ms. [REDACTED] stated that a plumber had inspected the property and found no leaks, but Ms. [REDACTED] testified in the hearing that leaks were present in the property and that there was an active leak. Ms. Robinson then testified that under DC Municipal Regulation 406.2, if the investigation discloses leaking faucets, leaking fixtures or similar leaks, no adjustment will be made to the bill for any portion of the excessive consumption attributed to those leaks.

Ms. [REDACTED] stated that she was unsure why the water bill had ever been taken out of her name as she had occupied the property since 2019 but reiterated that she had nevertheless paid her water bill during the disputed billing periods. Ms. [REDACTED] then requested clarification on whether the customer assistance program had provided payment for the initial 154-day bill of \$1,373.50.

Ms. Robinson stated that the last payment generated under the name of Henson Ridge Phase2 was posted on the account on May 30, 2023, for the period of March 29, 2023, to April 27, 2023, in the amount of \$78.39. Ms. Robinson noted that additional payments were posted on June 19, 2023, in the amount of \$50.00 and on January 13, 2024, in the amount of \$100.00. Ms. Robinson testified that after the account was placed in the name of Public and Assisted Housing, the bills would have been forwarded to the new account holder's address and no longer supplied to Ms. [REDACTED]

Ms. Arrington stated that DC Water has run a customer assistance program over the last two fiscal years from the time of the hearing that offers assistance up to \$2,000 at the time the bills are disputed. Ms. Arrington explained that, as a participant in the customer assistance program, Ms. [REDACTED] was eligible for coverage up to the amount of \$2,000 for her outstanding balance, which totaled \$1,689.76. Ms. Arrington clarified that, if the decision was in favor of Ms. [REDACTED] this money would be removed from the account and applied to another participant in the program

in arrears. Ms. [REDACTED] thanked Ms. Arrington for the clarification and explained that she had forgotten about requesting the hearing due to her confusion about the situation. Ms. [REDACTED] stated that her mother had passed during the disputed billing period, and in retrospect, she had not noticed the absence of the paper bills.

Ms. Arrington explained that Ms. [REDACTED] had never been removed from the account but had been listed as a third party. Ms. [REDACTED] recounted that she had not been allowed to ask questions of DC Water when she called as she was not authorized. Ms. Arrington confirmed that DC Water's policy was to disclose information only to whomever was listed on the account. Ms. [REDACTED] stated that, while she understood DC Water's policy, she was frustrated that, as a renter since 2019, she had been listed as a third party on the bill by Henson Ridge Phase2. Ms. Arrington clarified that DC Water's policy was to send out one paper copy to the property owner, and the property owner then had the right to give that copy to the tenant or third party. Ms. Arrington stated that Ms. [REDACTED] could create an online account and confirmed that as of April 2024 Ms. [REDACTED] was added to the account with full permissions.

Ms. Arrington asked if Ms. [REDACTED] testimony indicated that she was not interested in proceeding with the hearing. Ms. [REDACTED] confirmed that she would like to continue and that she appreciated the clarification on the situation. Ms. [REDACTED] requested verification that, if the hearing did not rule in her favor, the DC Water customer assistance funds applied to the account would remain in place. Ms. Arrington affirmed that this was correct but reiterated that the funds would be removed if the hearing ruled in Ms. [REDACTED] favor. Ms. [REDACTED] replied that she understood and expected the funds would be allocated to someone in greater need.

This Hearing Officer pointed out that if leaks continue to persist causing a high water bill, Ms. [REDACTED] will likely be responsible for future payments. Ms. [REDACTED] stated that she had video and photo documentation for her issues with Henson Ridge Phase2, noting that she had contacted her renter's insurance twice in four years. She concluded that she did not believe DC Water was responsible for the current complications with the property. At that point, the hearing concluded.

Based upon the foregoing evidence and testimony adduced at the hearing, the Hearing Officer makes the following findings of fact:

FINDINGS OF FACT

1. Ms. [REDACTED] contacted DC Water on October 2, 2023, regarding the initial disputed bill. (Interaction Records).
2. The property involved is a townhouse constructed in 2009 with two and a half baths, a kitchen, a washing machine, and two outdoor faucets, rented by Ms. [REDACTED] and her two grandchildren since 2019. (Testimony of Ms. [REDACTED])
3. The bills challenged by the customer were for the period of April 28, 2023, to September 28, 2023, in the amount of \$1,373.50 and for the September 29, 2023, to October 27, 2023, in the amount of \$416.26. (Hearing Notice dated June 5, 2024).
4. Prior to April 2023, the average water bill was around \$50-70 during the summer. (Testimony of Ms. [REDACTED])

5. Ms. [REDACTED] stated the ceiling in the property has caved in five times. (Testimony of Ms. [REDACTED])
6. Water use initially spiked around April 2023. Ms. [REDACTED] contacted her property management, Henson Ridge Phase2, who initially denied the presence of any leaks. (Testimony of Ms. [REDACTED])
7. Ms. [REDACTED] contacted DC Water who stated she did not pay her water bill for the period of April 28, 2023, to September 28, 2023. (Testimony of Ms. [REDACTED])
8. Ms. [REDACTED] contacted Henson Ridge Phase2 again after the disputed billing period of September 29, 2023, to October 27, 2023. (Testimony of Ms. [REDACTED])
9. Ms. [REDACTED] stated Henson Ridge Phase2 suspects an HVAC issue and plans to replace the second-floor toilet. (Testimony of Ms. [REDACTED])
10. Ms. [REDACTED] stated that Henson Ridge Phase2 could not provide her with reports, work orders, or communication records for the property. (Testimony of Ms. [REDACTED])
11. Ms. [REDACTED] has contacted her renter's insurance twice in four years due to water damage. (Testimony of Ms. [REDACTED])
12. DC Water changed the account holder from Henson Ridge Phase2 to Public and Assisted Housing effective April 28, 2023, generating bills in the new name from April 28, 2023, to August 14, 2023. (Testimony of Ms. Robinson).
13. DC Water was notified to reinstate the account holder back to Henson Ridge Phase2 from Public and Assisted Housing and rebilled for the water usage from April 28, 2023 to September 28, 2023. (Testimony of Ms. Robinson).
14. Ms. [REDACTED] received \$1,689.76 in aid for outstanding account balance for the period of April 28, 2023, to September 28, 2023 from the DC Water customer assistance program. (Testimony of Ms. Arrington).
15. Ms. Robinson testified that the bills dated October 11, 2023, and October 30, 2023, were based on actual meter readings obtained by DC Water's automated meter infrastructure and there was no indication of any faulty computations. (Testimony of Ms. Robinson).
16. DC Water removed the meter for testing and returned results of an overall accuracy of 100.12%, which is within the guidelines of the American Water Works Association standards of 98.5% to 101.50%. (Testimony of Ms. Robinson).
17. DC Water's investigation found that the high usage had declined by the time it completed its investigation on December 18, 2023, ruling out the possibility of an underground leak. (Testimony of Ms. Robinson).
18. DC Water's investigation determined that an adjustment is not warranted under DC Municipal Regulation 408.1, in cases in which all checks and test results and inconclusive findings provide no reasonable explanation for excess consumption, no adjustment is warranted. (Testimony of Ms. Robinson).
19. DC Water's investigation determined that an adjustment is not warranted under DC Municipal Regulation 406.2, which says that if the investigation discloses leaking faucets, leaking fixtures or similar leaks, no adjustment will be made to the bill for any portion of the excessive consumption attributed to those leaks. (Testimony of Ms. Robinson).
20. Ms. [REDACTED] was listed as a third party on the account and was not authorized to receive information from DC Water until April 2024. (Testimony of Ms. Arrington).

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 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 that 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 customer's bill when all checks and tests provide no reasonable explanation for excessive water consumption. 21 DCMR 408 (stating 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.")
4. Under D.C. Municipal Regulations, repair of leaking faucets and household appliances are the responsibility of the owner or occupant. Where an investigation discloses leaking faucets, leaking fixtures or similar leaks, no adjustment will be made for any portion of excessive use attributable to those leaks. 21 DCMR 406.1, 406.2.
5. Meters shall be read quarterly or at such other times as the General Manager shall determine. 21 DCMR 308.1.

DECISION

DC Water originally denied the adjustment based on inconclusive findings following an investigation that ruled out an underground leak, faulty computation, meter overread or an inaccurately functioning meter as the cause of excessive usage. DC Water also demonstrated that the bills were based on actual meter readings obtained from DC Water's automated meter infrastructure.

During the hearing, however, the customer testified at length regarding leaks on the property which the management company either could not or would not fix despite the customer's repeated inquiries. Where excess use results from leaking fixtures, no adjustments will be made

for any portion of the excessive use attributable to those leaks. 21 DCMR 406.2. In this case, given the extensive evidence of leaks on the property within the owner's control and not the fault of DC Water, I find no adjustment is warranted.

That said, it bears noting that this case involves a low-income customer at the mercy of an unresponsive management company. During the hearing, DC Water assured the customer that if the hearing outcome was not in her favor, the DC Water customer assistance funds associated with the account would remain in place and applied to the outstanding balance. DC Water is instructed to follow through on this commitment.

Accordingly, the determination of DC Water that the charges are valid and no basis exists to adjust the customer's account is affirmed based on 21 DCMR 406.2 in light of leaks in fixtures within the owner's control which bar adjustment for excess use.



Carolyn Elefant, Hearing Officer

Date: September 25, 2024

██████████
Henson Ridge Phase2
██████████ Alabama Ave SE
Washington D.C. 20020

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

IN RE: [REDACTED]
[REDACTED] 43rd PI NW
Washington D.C. 20016

Account No. [REDACTED]
Case No. 24-195649

Total Amount in Dispute: \$252.55

Before Carolyn Elefant, Hearing Officer
July 24, 2024

The customer contested a water bill for the property at [REDACTED] 43rd PI NW with a disputed amount of \$252.55 for the period October 11, 2023 through November 8, 2023. The DC Water and Sewer Authority (DC Water) investigated and determined that no adjustment to the bill was warranted. The customer requested an administrative hearing.

The matter came before the Hearing Officer on July 24, 2024, for a remote hearing. Present for the hearing was [REDACTED], the customer and property owner, and Stephanie Robinson on behalf of DC Water.

The property involved is a single-family house where Mr. [REDACTED] and his wife have lived since January 8, 1986. It has two outside spigots for hoses.

Mr. [REDACTED] testified that his water bill is typically around \$130 to \$160 per month, but the billing period in question was \$252.55. He testified that he and his wife were away from the house on vacation when their neighbor noticed water going down the alley. Upon inspection, the neighbor found water flowing from the property's backyard outside spigot. Mr. [REDACTED] pointed out that his backyard is surrounded by a five-foot fence and an unlocked gate. He further testified that someone must have come into his backyard and turned on the water. Mr. [REDACTED] estimated that the water was running for less than 24 hours.

Mr. [REDACTED] added that his landline phone was set up to receive notifications of high usage, but he has since changed the registered number to his cell phone. Mr. [REDACTED] agreed that he is seeking an adjustment to remove the charges for the unauthorized use of the water.

Ms. Robinson testified that DC Water's position is that no adjustment is warranted. She explained that the charges were built based on actual meter readings. Ms. Robinson stated that the meter, which serves the property, was removed on July 3, 2024 and tested for accuracy. Ms. Robinson reported that the meter demonstrated an overall accuracy of 99.75%, within the testing standards set by the American Water Works Association. Ms. Robinson added that DC Water's investigation did not disclose a meter overread or faulty computation. Ms. Robinson stated that under District Municipal Regulation 408.1, in cases in which all checks and test results and inconclusive findings that provide no reasonable explanation for excess consumption no

adjustment is warranted. Ms. Robinson also added that DC Water did not perform an underground inspection because the usage returned to normal when by the time DC Water completed its investigation on January 10, 2024, which suggests that the cause of the wasted water was controlled at the property.

Ms. Robinson added that the applicable regulations do not warrant an adjustment due to wasted water from someone turning on the outside spigot. Adjustments are warranted only when DC Water's equipment is found faulty or if there is repair work on the service line, neither of which occurred here.

Mr. [REDACTED] agreed that there is no faulty equipment at issue here, but disagreed with the conclusion that no adjustment is warranted.

Based on the foregoing evidence and testimony adduced at the hearing, the Hearing Officer makes the following findings of fact:

FINDINGS OF FACT

1. The property involved a single-family house where Mr. [REDACTED] and his wife have lived since January 8, 1986. It has two outside spigots for hoses. (Testimony of Mr. [REDACTED])
2. The water bill for this property typically ranged from \$130 to \$160 per month. (Testimony of Mr. [REDACTED])
3. While Mr. [REDACTED] and his wife were away on vacation, someone entered the backyard of the property and turned on the outside spigot. Upon noticing water running down the alley, Mr. [REDACTED] neighbor turned off the outside spigot. Mr. [REDACTED] estimates that the water was running for less than 24 hours. (Testimony of Mr. [REDACTED])
4. Mr. [REDACTED] did not receive a notice of high usage alert because his landline which was no longer used was on file with DC Water and not his cell phone. (Testimony of Mr. [REDACTED])
5. The bill challenged by the customer was dated November 8, 2023 for \$252.55 for the period October 11, 2023 through November 8, 2023. (Hearing Notice dated July 18, 2024, Customer Bill).
6. DC Water investigated the billing dispute and determined no adjustment was warranted. (Testimony of Ms. Robinson).
7. The charges were billed based on actual meter readings from the meter which serves the property. The meter was removed on July 3, 2024, and tested for accuracy. (Testimony of Ms. Robinson).
8. The meter demonstrated an overall accuracy of 99.75%, within the testing standards set by the American Water Works Association. (Testimony of Ms. Robinson)
9. DC Water's investigation did not disclose a meter overread or faulty computation. (Testimony of Ms. Robinson)
10. The DC Water investigation indicated that the high usage for this property was controlled at the premises. (Testimony of Ms. Robinson).
11. There is no indication of faulty equipment or repair work on the service line. (Testimony of Ms. Robinson).

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 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 that 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 the customer's bill when all checks and tests provide no reasonable explanation for excessive water consumption. 21 DCMR 408 (stating 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.")

DECISION

The customer was unable to meet the burden of proof to show that the water charges are in error or that he should not be responsible for their payment.

The customer does not dispute the accuracy of the bill. Instead, he seeks an adjustment because someone came into his yard and turned on the spigot, leaving water to run for several hours until a neighbor turned off the spigot. Compounding the problem, the customer's contact information was not updated so he did not receive notification of high usage.

DC Water's representative stated that under District Municipal Regulation 408.1, in cases in which all checks and test results and inconclusive findings that provide no reasonable explanation for excess consumption, then no adjustment is warranted. The evidence established that the water meter was functioning accurately, there was no faulty calculation of the bill and that the utility did nothing to cause the high-water usage that occurred as a result of the running spigot.

Because there is no evidence of fault on the part of the utility or its equipment, no basis exists to adjust the customer's account. The property owner is responsible for what occurs at their property when no fault can be found by the utility and as such, the owner is responsible for the bill. Accordingly, the determination of DC Water that the charges are correct, and no basis exists to adjust the account is affirmed.



Carolyn Elefant, Hearing Officer

Date: September 24, 2024

██████████
██████████ 43rd Pl NW
Washington D.C. 20016

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

IN RE: [REDACTED]
[REDACTED] 27th St NW
Washington DC 20015

Account No. [REDACTED]
Case No. 24-22224

Total Amount in Dispute: \$ 2,943.77

Before Carolyn Elefant, Hearing Officer
August 8, 2024

The homeowner [REDACTED] contested a water bill for the property at [REDACTED] 27th St NW Washington D.C. The disputed bill, dated September 11, 2023, is in the amount of \$2,943.77 and covers the period July 7, 2023 to September 6, 2023. The DC Water and Sewer Authority (DC Water) investigated and determined that no adjustment to the bill was warranted. The customer requested an administrative hearing.

The matter came before the Hearing Officer on August 8, 2024 for a remote hearing. Present for the hearing was [REDACTED] on behalf of his property, and Kimberly Arrington and Stephanie Robinson who appeared on behalf of DC Water.

The property involved is a single-family home purchased sixteen to eighteen months ago. The house has a kitchen, a washing machine, three and a half baths, an outdoor hose spigot, and no automatic sprinkler. The home has been occupied by the homeowner's family of four since April 2023.

Mr. [REDACTED] presented a chart of his usage taken from the DC Water website, where he noted that there was a low level of water usage outside of a high spike in October. Mr. [REDACTED] provided a spreadsheet indicating that the total water usage was listed as 122,000 gallons over the contested 62-day billing period. Mr. [REDACTED] explained that during the summer of 2023 the house was solely occupied by his wife, who was often traveling for work, and the disputed bill indicated usage when the home was often unoccupied. Mr. [REDACTED] testified that he contacted DC Water shortly after he received the disputed bill. Mr. [REDACTED] also stated that he had received text messages from DC Water warning of high usage shortly after his family began to occupy the home.

Mr. [REDACTED] indicated that a leak of an internal pipe leading into a shower occurred within the home. He was unable to recall the exact date or if it occurred during the disputed billing period. Mr. [REDACTED] stated that he believed the leak may have been present for only a couple days before being discovered. Upon noticing the leak, Mr. [REDACTED] testified that he had a plumber [REDACTED] the leak the following day. Upon request by Ms. Robinson for the plumber's report, Mr. [REDACTED] responded that there was not such a report and he had discarded the bill. Mr. [REDACTED] further contended that he did not believe that the source of the excess water use came from this leak because the leak was a small drip.

Ms. Robinson testified that DC Water had sent out high usage notification alerts and consecutive usage notification alerts from April 24, 2023 through September 17, 2023.

Ms. Robinson stated that DC Water's investigation closed on January 17, 2024, and it was determined that an underground investigation was deemed unwarranted as usage had declined at the time of the investigation, which indicated that the cause of the wasted water was controlled at the property. Ms. Robinson then testified that DC Water's position is that no adjustment is warranted.

Ms. Robinson explained that the charges in question were based on actual meter readings obtained by DC Water's automated meter infrastructure and there was no indication of any faulty computations. She stated that the meter serving the property was removed on July 23, 2024 and tested on July 26, 2024 for accuracy. Ms. Robinson reported that the meter demonstrated an overall accuracy of 98.48%, within the testing standards set by the American Water Works Association. Ms. Robinson added that DC Water's investigation disclosed a meter underread, not a meter overread or faulty computation. Ms. Robinson noted that pursuant to District Municipal Regulation, DC Water only adjusts the counts if the meter test shows over registration. Ms. Robinson also stated that under District Municipal Regulation 408.1, in cases in which all checks and test results show inconclusive findings and there are no reasonable explanations for excess consumption, no adjustment is warranted. Therefore, the disputed charges are considered valid.

Mr. [REDACTED] asked why he received notifications of high usage as early as April when the usage spiking was not indicated in his DC Water website account as indicated by his chart during this time period. He requested clarification as to how DC Water calculated high usage indicators. Ms. Robinson responded that DC Water customers are permitted to set an account threshold, which, when exceeded, notifies the customer of high usage. Ms. Robinson indicated that Mr. [REDACTED] usage had exceeded the account threshold, which he had set at 10.02 CCF, and the system sent the high usage notifications.

Ms. Arrington then testified that under DC Municipal Regulation 406.2, if the investigation discloses leaking faucets, leaking fixtures or similar leaks, no adjustment will be made to the bill for any portion of the excessive consumption attributed to those leaks. Ms. Arrington acknowledged that Mr. [REDACTED] had disclosed the household leak and pointed out that the actual water usage was recorded through the meter, so no adjustment was warranted by DC Water.

Mr. [REDACTED] questioned how it would be possible for there to be no damage to his home with the amount of water usage reported on the disputed bill, positing that massive damage would have necessitated replacements of the walls and floor. Ms. Arrington responded that water consumption is recorded through the meter and does not necessarily pass through the house or cause damage. Mr. [REDACTED] retorted that the water required some exit path to constitute a leak. Ms. Robinson stated that a plumber's report would be required to examine the conducted repairs as some leaks are not visible. Mr. [REDACTED] added that no leaks were identified in the home inspection report.

Based upon the foregoing evidence and testimony adduced at the hearing, along with documents in the record the Hearing Officer makes the following findings of fact:

FINDINGS OF FACT

1. The property involved is a single-family home with a kitchen, three and a half bathrooms, a washing machine, a water spigot on the exterior of the house, and a nonautomatic sprinkler. (Testimony of Mr. [REDACTED])
2. The disputed bill was dated September 11, 2023 and covered the period July 7, 2023 to September 6, 2023. (Testimony of the parties, Customer Bill).
3. The property was partially unoccupied during the disputed time period, as Mr. [REDACTED] worked elsewhere, and his wife traveled often for business. (Testimony of Mr. [REDACTED])
4. Mr. [REDACTED] acknowledged a leak found in an internal pipe leading to a shower, but he was unclear if this leak was present during the disputed period. (Testimony of Mr. [REDACTED])
5. Mr. [REDACTED] testified that a plumber was contacted immediately upon discovering the leak, but Mr. [REDACTED] provided no plumber's report or invoice. (Testimony of Mr. [REDACTED])
6. Mr. [REDACTED] testified that the inspection of the property prior to purchasing, which was 16-18 months prior to the hearing, did not indicate any leaks. (Testimony of Mr. [REDACTED])
7. DC Water sent high usage notifications to Mr. [REDACTED] phone number from April 24, 2023, through September 17, 2023. (Testimony of Ms. Robinson, Interaction Records).
8. DC Water removed the meter on July 23, 2024, and tested it on July 26, 2024, demonstrating an overall accuracy of 98.48% and an underread. (Testimony of Ms. Robinson, Interaction Records).
9. DC Water investigated and determined that an adjustment is not warranted under DC Municipal Regulation, as DC Water only adjusts the counts if the meter test shows over registration. (Testimony of Ms. Robinson).
10. Ms. Robinson testified that the disputed charges were based on actual meter readings obtained by DC Water's automated meter infrastructure and there was no indication of any faulty computations. (Testimony of Ms. Robinson).
11. DC Water's investigation found that the high usage had declined by the time it completed its investigation on January 17, 2024, ruling out the possibility of an underground leak. (Testimony of Ms. Robinson).
12. DC Water's investigation determined that an adjustment is not warranted under DC Municipal Regulation 406.2, which says that if the investigation discloses leaking faucets, leaking fixtures or similar leaks, no adjustment will be made to the bill for any portion of the excessive consumption attributed to those leaks.

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 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 that 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. Under D.C. Municipal regulations, repair of leaking faucets and household appliances are the responsibility of the owner or occupant. Where an investigation discloses leaking faucets, leaking fixtures or similar leaks, no adjustment will be made for any portion of excessive use attributable to those leaks. 21 DCMR 406.1, 406.2.
- 4. D.C. Municipal Regulations bar adjustment of customer's bill when all checks and tests provide no reasonable explanation for excessive water consumption. 21 DCMR 408 (stating 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.")
- 5. Meters shall be read quarterly or at such other times as the General Manager shall determine. 21 DCMR 308.1.

DECISION

The customer in this matter was unable to meet the burden of proof to show that the water charges are in error or that they should not be responsible for their payment.

The customer initially contended that the high water usage levels did not make sense given that the house was frequently unoccupied during the period of the disputed bill. Later when questioned by the hearing officer, the customer acknowledged that there was an internal leak that was repaired, but the plumber's report was no longer available.

Where excess use results from leaking fixtures, no adjustments will be made for any portion of the excessive use attributable to those leaks. 21 DCMR 406.2. Although DC Water did not know of the leak when it originally denied the adjustment, after evidence of the leak emerged at the hearing, DC Water cited 21 DCMR 406.2 as alternative grounds for denying the adjustment. Given the evidence of the leak in a fixture within the owner's control, I find no adjustment is warranted.

Moreover, even assuming for the sake of argument that the leak did not occur within the disputed bill period, DC Water would still prevail on its original grounds for denial based on inconclusive findings under 21 DCMR 408.1. Absent a leak, the record lacks any explanation by

the customer as to the cause of the excess consumption. Meanwhile, the utility's investigation ruled out meter overread, faulty computation or an inaccurate meter as an explanation for increased usage. In cases where 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. 21 DCMR 408.

For the reasons discussed, the determination of DC Water that no basis exists to adjust the customer's account based on inconclusive findings or alternatively, due to the presence of a leak within the owner's control is hereby AFFIRMED.



Carolyn Elephant, Hearing Officer

Date: September 25, 2024

██████████
██████████ 27th St NW
Washington DC 20015

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

IN RE: [REDACTED]
[REDACTED] 30th St NW
Washington DC 20015

Account No. [REDACTED]

Case Nos.
23-587683-08/04/23-09/06/23
24-360024-09/07/23-10/04/23
24-89076-10/05/23-11/03/23
24-143949-11/04/23-12/05/23
24-203022-12/6/23-01/04/24

Total Amount in Dispute: \$434.89.

Before Carolyn Elephant, Hearing Officer
July 2, 2024

The customer contested five water bills for the period of August 4, 2023 to September 6, 2023 in the amount of \$75.82; September 7, 2023 to October 4, 2023 in the amount of \$84.65; October 5, 2023 to November 3, 2023 in the amount of \$89.05; November 4, 2023 to December 5, 2023 in the amount of \$100.36; and December 6, 2023 to January 4, 2024 in the amount of \$85.01. The total amount disputed is \$434.89.

The customer, [REDACTED], came before the Hearing Officer on July 2, 2024, for a remote hearing. Present for the hearing was the customer and property owner, [REDACTED], and, on behalf of DC Water, Kimberly Arrington and Stephanie Robinson.

Ms. [REDACTED] testified that she purchased the home in May 2023, and moved into it on June 17, 2023. After living there for a few months, she noticed that the water consumption rate seemed higher than she expected and disputed the bills for this hearing. She added that the water consumption for the time that the house was vacant, before moving in, also seemed higher than she would expect. While this is outside the scope of this hearing, the DC Water representative, Ms. Arrington, stated that she could provide the hourly consumption for that time period to Ms. [REDACTED]

The property in question is a single-family house with three floors. The house contains two and a half bathrooms that are regularly used, and one full bathroom in the basement that is never used. Additionally, the house has a dishwasher, washing machine, two outside faucets, and a rain harvest system for the garden. Two adults and one child live in the home.

Ms. [REDACTED] testified that she had emailed DC Water disputing charges but did not receive anything back from DC Water until receiving an email stating that her dispute was closed.

To check for leaks, Ms. [REDACTED] performed her own tests using dye.

Ms. [REDACTED] when questioned, answered that she did not know the meaning of a “flapper” on a toilet. Two of her toilets had been replaced in May 2023, with water efficient toilets. The scarcely used toilet in the basement was replaced about four months prior to the hearing.

Ms. [REDACTED] and her family traveled overseas from August 09, 2023 through August 23, 2023. Ms. [REDACTED] noted what she thought was high water consumption, during this time, given that the house was vacant. Ms. Arrington responded by specifically addressing this time period and noted that the water consumption on August 10, 2023, was very low at .01 CCF, and on August 11, 2023, there was minimal water usage, but water was used at around 3 a.m. And, based on the water consumption, but that the family returned from vacation on August 24, 2023. Ms. [REDACTED] testified that receiving a bill for water when the house was vacant eroded her trust in how her consumption was measured.

Ms. Robinson then testified about DC Water’s reason for denying the adjustment. She stated that the charges were based on actual meter readings and that there was no indication that there was faulty computation. Ms. Robinson then explained that DC Water did not perform an underground inspection to look for leaks because there was no indication of continuous use. According to Ms. Robinson, the meter was pulled for testing on January 30, 2024 and was found to have an accuracy of 99.99% which is within the American Waterworks Association standards for accuracy. Ms. Robinson concluded by stating that because these checks did not yield a reasonable explanation for the high usage, an adjustment was unwarranted under 21 DCMR 408.1 due to inconclusive findings.

Ms. [REDACTED] asserted that it would not have been possible for her to use as much water as shown in the records. But Ms. Arrington explained that Ms. [REDACTED] may have been confused by the units of measurement and that DC Water charges by the CCF which is 748 gallons. Ms. Arrington added that the average water consumption for a family of three is approximately 2.71 CCF per day, and that Ms. [REDACTED] and her family are close to this average amount per day.

Ms. Arrington suggested that before customers take a trip, they often use the bathroom before departure. Ms. Arrington admitted that she did not know if that had happened but under DC Municipal Regulations 408.1, if DC Water’s findings are inconclusive, then it has no basis for an adjustment. Ms. Arrington further encouraged Ms. [REDACTED] to “get a plumber to come in and take a look at your fixtures.”

Ms. [REDACTED] noted that the meter had again been changed in April 2024 and after the replacement, the problems were fixed thereby implying that the meter may have been responsible for the excess usage. Ms. Arrington objected to this line of discussion because the new meter replacement was outside the scope of the hearing and had not been investigated. The Hearing Officer noted that the issues related to the April 2024 meter replacement could be addressed in the separate, pending dispute to the May 2024 charges.

FINDINGS OF FACT

1. [REDACTED] is the customer and owner of a three-story, single-family house at [REDACTED] 30th St NW, that contains three toilets, a dishwasher, a washing machine, and two outside faucets. (Testimony of [REDACTED]).
2. [REDACTED] purchased the house in question in May 2023 and moved into the home on June 17, 2024. (Testimony of [REDACTED]).
3. The two toilets most often used in the home were replaced for water efficient toilets in May 2023, and the third toilet was replaced four months prior to the hearing. (Testimony of [REDACTED]).
4. [REDACTED] used dye to check for leaks in her home. (Testimony of [REDACTED]).
5. [REDACTED] was out of her home on vacation from August 9-23, 2023, leaving her house vacant with no one coming to it. (Testimony of [REDACTED]).
6. On August 10, 2023, water consumption in the house was .01 CCF. (Testimony of Kimberly Arrington).
7. On August 11, 2023, water consumption was also low, but water was used at 3:00 A.M. (Testimony of Kimberly Arrington).
8. [REDACTED] and her family's water consumption is near the average for a family of her size. (Testimony of Kimberly Arrington).
9. The charges were based on actual meter readings and that there was no indication that there was faulty computation. (Testimony of Stephanie Robinson).
10. An underground leak inspection was not performed because there was no indication of continuous use. (Testimony of Ms. Robinson).
11. The meter was pulled on January 30, 2024 and found to have an accuracy of 99.99% which is within the American Waterworks Association standards for accuracy. .
12. The meter was again pulled in April 2024, but DC Water did not have a chance to test that meter because it relates to a dispute outside the scope of this proceeding.

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 that 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 customer's bill when all checks and tests provide no reasonable explanation for excessive water consumption. 21 DCMR 408 (stating 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.")
4. Meters shall be read quarterly or at such other times as the General Manager shall determine. 21 DCMR 308.1.

DECISION

The customer in this matter was unable to meet the burden of proof to show that the water charges are in error or that she should not be responsible for their payment.

The crux of the customer's complaint is that she was billed for water usage for periods when the house was vacant thus leading her to question how other charges were measured. Although the customer performed a dye test which ruled out leaks, she did not engage a professional plumber to examine the fixtures or other causes for excessive water use. In fact, the customer admitted that she did not know what a toilet flapper was and thus would not have examined whether it was functioning properly.

For its part, DC Water investigated the billing periods in dispute. DC Water found that the charges were based on actual meter readings and that there was no indication that there was faulty computation. DC Water did not perform an underground inspection to look for leaks because there was no indication of continuous use. DC Water also pulled and tested the meter on January 30, 2024 which was found to be functioning within applicable standards of accuracy.

Ms. [REDACTED] disputed the meter accuracy, arguing that after a second meter was removed in April 2024, the water usage returned to normal which suggested that the meter was the culprit. This evidence, however, relates to a billing dispute for May 2024 which is outside the scope of this proceeding which pertains to a series of billing periods through January 4, 2024. Moreover, DC Water testified that it has not completed its investigation of the second meter so admitting it as evidence at now would be prejudicial. Should the customer continue to prosecute the May 2024 billing dispute, she may challenge the accuracy of the second meter at that time.

In cases such as this one where the cause of high water use cannot be determined after tests and checks have been performed, no adjustment shall be made for any portion of the excessive consumption. 21 DCMR 408.1. Here, DC Water's investigation found no leaks or meter malfunction, and the customer did not produce a plumber's report or otherwise refute those findings. Accordingly, the determination of DC Water that the charges are valid, and no basis exists to adjust the customer's account is hereby AFFIRMED.

Carolyn Elefant

Carolyn Elefant, Hearing Officer

Date: September 24, 2024

[REDACTED]

[REDACTED] 30th St NW

Washington DC 20015

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

IN RE: [REDACTED]
[REDACTED] 9th St SE
Washington D.C. 20003

Account No. [REDACTED]
Case No. 24-29451

Total Amount in Dispute: \$850.67

Before Carolyn Elefant, Hearing Officer
July 3, 2024

The customer contested a water bill for the property at 712 9th St SE, owned by Thy L. Harrison, for the period March 26, 2023 to September 18, 2023, with a disputed amount of \$850.67. The DC Water and Sewer Authority (DC Water) investigated and determined that an adjustment of \$92.52 to the bill was warranted. The customer requested an administrative hearing.

The matter came before the Hearing Officer on July 3, 2024, for a remote hearing. Present for the hearing was [REDACTED], the homeowner who disputed the charges; and Kimberly Arrington, Stephanie Robinson, and Geneva Parker, who appeared on behalf of DC Water.

The property is a single-family house with a tenant that lives downstairs that shares the water bill. Ms. [REDACTED] testified that she purchased the home in November 2022 and received a couple of monthly water bills, but then did not receive a bill for six months. At the end of those six months, she received a large bill for \$850.67. Ms. [REDACTED] testified that she had just lost her husband, so she did not realize she was not receiving a monthly water bill during that time due to the stress of the situation. Upon receipt of the large bill, Ms. [REDACTED] disputed it.

At the Hearing Officer's request, Stephanie Robinson from DC Water explained that typically Ms. [REDACTED] account would be billed monthly. However, the meter was changed on March 24, 2023, which caused a delay in updating the billing system. Geneva Parker further clarified that six-month bills are not the norm, but the physical changes to the metering equipment at the property required someone to manually go into the account to associate the right property with the right metering device. Typically, an estimate using historic usage is sent for periods in which an actual meter reading does not occur. Ms. Parker admitted that no such estimated cost was sent to Ms. [REDACTED] for those six months.

Ms. Arrington stated that she would discuss with their billing manager and legal department to create a process to send notices or estimated bills to account that are not being billed.

Upon receipt of Ms. [REDACTED] disputed bill, DC Water conducted an investigation and determined that the bill should be reduced by \$92.52. Ms. Robinson explained that DC Water investigated the account, and under 21 DCMR 405.6, the disputed bill shall be adjusted if the investigation contains faulty computation of the General Manager. The investigation revealed that the usage on the new meter of the extended bill ran from March 16, 2023 through September 18,

2023, and eight days of that bill had zero usage on the old meter. DC Water billed the account on the old meter, which was billed for zero consumption. The adjustment was applied just to the remaining portion of that bill on the consumption on the new meter. Ms. Robinson pointed out that since the property was purchased in November of 2022, there was no comparable usage, so DC Water used the current usage on the account from September 19, 2023 through December 15, 2023, which is a total of 88 days to get the daily average consumption for that adjustment. The investigation was completed on December 19, 2023, and they adjusted 5.25 CCF for a 100% discount on the excess water, and 5.25 CCF for 100% discount on the excess sewer. Applying these calculations discounted Ms. [REDACTED] bill by \$92.52.

Ms. [REDACTED] expressed her gratitude for this adjustment and clarified during the hearing that she was not disputing the overall amount, but she could not pay it in one lump sum. She added that she would be “happy to pay” if the bill could be spread over a two-month period.

Ms. Arrington stated that DC Water will typically extend payment being due by the same amount of time that DC Water took to issue an extended bill, but DC Water representatives can actually create a payment plan over two years without any additional authorization. This payment plan is interest-free and has no additional charges involved.

Ms. [REDACTED] requested a further discount and to spread the payments over two years. Ms. Robinson stated that DC Water’s final position was that the disputed bill had been adjusted to the maximum amount allowable by regulation and no further adjustments was warranted, but they can offer the extended payment plan for two years.

Ms. Arrington clarified that for the payment plan to be implemented there was nothing procedurally that needed to be done by the Hearing Officer, and that it is a function of the billing system.

Based upon the foregoing evidence and testimony adduced at the hearing, along with documents in the record the Hearing Officer makes the following findings of fact:

FINDINGS OF FACT

1. The property involved is a single-family house with a tenant that lives downstairs that shares the water bill. (Testimony of Ms. [REDACTED])
2. The disputed bill for \$850.67, was for the period of March 26, 2023 to September 18, 2023. (Testimony of parties, Customer Bill).
3. Ms. [REDACTED] did not receive monthly bills for the period of March 26, 2023 to September 18, 2023. (Testimony of Ms. [REDACTED] Testimony of Ms. Parker).
4. Typically, Ms. [REDACTED] account would be billed monthly, but the meter’s replacement on March 24, 2023 caused a delay in updating the billing system. (Testimony of Ms. Robinson).
5. The physical changes to the metering equipment at the property required someone to manually go into the account to associate the right property with the right metering device. (Testimony of Ms. Parker).

6. DC Water conducted an investigation and determined that a reduction of \$92.52 was applicable based on current usage data for an adjustment for 5.25 CCF for a 100% discount on the excess water and 5.25 CCF for 100% discount on the excess sewer. (Testimony of Ms. Robinson).
7. Ms. [REDACTED] testified during the hearing that she is not disputing the overall amount of the bill but could not pay it in one lump sum. (Testimony of Ms. [REDACTED])
8. DC Water offers an interest-free payment plan at no additional costs to spread the payment into monthly installments over two years. (Testimony of Ms. Arrington).

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 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 that 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. Meters shall be read quarterly or at such other times as the General Manager shall determine. 21 DCMR 308.1.
4. The General Manager shall determine the schedule upon which bills shall be rendered and may establish and implement a monthly billing cycle or such other billing cycle deemed, in his sole discretion, appropriate to meet the needs of the Authority. 21 DCMR 308.2.
5. If an investigation confirms faulty computation, the General manager shall adjust the timely disputed bill until the date that the computations have been corrected. 21 DCMR 405.6.

DECISION

The customer in this matter was unable to meet the burden of proof to show that the water charges are in error or that they should not be responsible for their payment. The customer's primary complaint was that she received a large bill for a six-month period and paying the full amount of the accumulated charges posed a financial hardship. Moreover, although the customer

requested an additional adjustment, she also admitted during the hearing that she would be happy to pay the bill so long as it could be spread out over a longer period.

DC Water has discretion under 21 DCMR 308.2 1 to depart from a monthly billing cycle and implement a cycle to fit its needs. Here, DC Water demonstrated that a six-month billing cycle was justified due to physical changes in metering equipment at the property necessitating manual adjustments to the account. DC Water also fully explained how it derived the \$92.52 adjustment due to faulty computation. Because the customer did not dispute the amount of the adjustment and expressed willingness to pay the bill over an extended period, her challenge fails.

For the reasons discussed, the determination of DC Water that no basis exists to adjust the customer's account is hereby **AFFIRMED**. DC Water is instructed to make arrangements with the customer to spread out her payment obligations over as long period as permitted under applicable policy to alleviate financial hardship.



Carolyn Elephant, Hearing Officer

Date: September 24, 2024

██████████
██████ 9th St SE
Washington D.C. 20003

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

IN RE: Phillip Bishop
11948 Autumnwood Lane
Fort Washington, Maryland 20744

Account No. [REDACTED]
Case No. 24-22582
Case No. 24-120470
Case No. 24-501568

Service Address: [REDACTED] 15th St. NE

Total Amount in Dispute: \$1,781.21

Before Carolyn Elefant, Hearing Officer
June 13, 2024

Mr. Phillip Bishop, the property owner contested several water bills for the property at [REDACTED] 15th Street NE, Washington DC. that was rented to tenants at the time of the dispute. The disputed bills are as follows: (1) Case No. 24-22582 for the bill dated September 25, 2023 for the period August 16, 2023 to September 18th, 2023 (\$803.37); (2) Case No, 24-120470 for the bill dated November 20, 2023 for the period October 18, 2023 to November 16, 2023 (\$469.94) and (3) Case No. 24-501568 for bill dated March 18, 2024 the period February 15, 2024 to March 15, 2024 (\$520.90). The DC Water and Sewer Authority (DC Water) investigated and determined that no adjustment to the bill was warranted. Mr. Bishop requested an administrative hearing.

The matter came before the Hearing Officer on June 13, 2024 for a remote hearing. Present for the hearing was Phillip Bishop and Kimberly Arrington and Stephanie Robinson who appeared on behalf of DC Water.

The property involved is a townhouse structure built in 2020. It is three stories with four bedrooms, three and a half baths, a dishwasher, washing machine and two outside faucets, one in the front and the back of the house. The property has its own separate water meter. At the time of the dispute, the property was rented to four medical students who had lived there for three or four years and were responsible for paying the water bill. Before the dispute, water bills averaged \$100 to \$120 a month.

Mr. Bishop testified that his tenant alerted him to a high bill sometime around September 2023. Mr. Bishop said he instructed the tenant to hire a DC licensed plumber who inspected the property and found some issues. Mr. Bishop continued that the plumbing problems were fixed in October 2023, but the bills remained high. Mr. Bishop testified that he believed that a faulty meter was responsible for the high bills and asked DC Water to replace the meter, but they did not. Mr. Bishop recalled that he was told that the meter was underreporting, and it was recalibrated. Mr. Bishop expressed frustration that the meter was not replaced until May 2024 and asserted ongoing high-water bills caused his tenants to vacate the premises.

Ms. Robinson interjected that on January 12, 2024, a DC Water representative went to the property to check the meter and found that the data had been entered incorrectly. The data entry was corrected but the meter was not replaced.

Ms. Robinson then summarized that the bills in dispute were dated September 25 and November 20, 2023 which were timely challenged by the tenant and the bill dated March 18, 2024 was disputed by Mr. Bishop. She explained that DC Water received a plumber's report from the tenant that showed two toilets running and a flapper and flush valve in need of replacement. Ms. Robinson explained that DC Water pulled the meter for testing and replaced it in May 2024. The meter had an overall accuracy of 97.8% within American Water Works Association guidelines.

Mr. Bishop responded that DC Water had waited too long – from October 2023 through May 2024 – to pull the meter. Mr. Bishop repeated this argument several times. In response, Ms. Robinson explained that DC Water had conducted an investigation by checking the actual meter reads and looking at the plumber's report. Ms. Robinson added that for the first two bills, the dispute was initiated by Mr. Bishop's tenant who did not raise the issue of a faulty meter. Ms. Robinson noted that high usage alerts had been sent out in August and September 2023.

Ms. Robinson explained that DC Water denied the challenges to the bills dated November 20, 2023 and March 18, 2024 based on inconclusive findings under 21 DCMR 408.1 No underground leaks were found, and the meter was tested and determined to be accurate. According to the BIR, the dispute for the September 25, 2023 bill was denied under 21 DCMR 406.1 because leaks were found which are the tenant's responsibility.

Ms. Robinson said usage finally began decreasing in February 2024 and declined considerably in May 2024 when the tenants moved out. Ms. Robinson explained that the tenants' departure likely reduced usage and showed that the problem of excess use might stem from the tenants. Mr. Robinson disagreed, arguing that the meter was replaced in May 2024 and that the reduced usage proved that the prior meter was the culprit since the problem corrected after its replacement.

Based on the foregoing evidence and testimony adduced at the hearing, along with documents in the record, the Hearing Officer makes the following findings of fact:

FINDINGS OF FACT

1. The property involved is a townhouse structure built in 2020. It is three stories with four bedrooms, three and a half baths, a dishwasher, washing machine and two outside faucets, one in the front and the back of the house. (Testimony of Mr. Bishop)
2. The property has its own separate water meter. (Testimony of Mr. Bishop).
3. At the time of the dispute, the property was rented to four medical students who had lived there for three or four years and were responsible for paying the water bill. (Testimony of Mr. Bishop).
4. Before the dispute, water bills averaged \$100 to \$120 a month. (Testimony of Mr. Bishop).
5. The bills in dispute are September 25, 2023) (for period August 16, 2023 to September 18th, 2023), November 20, 2023 (for period October 18, 2023 to November 16, 2023) and

March 18, 2023 (for period February 15, 2024 to March 15, 2024). (Hearing Notice and customer bills; Testimony of Ms. Robinson). No evidence of a customer challenge for any other period was presented at the hearing.

6. Mr. Bishop's tenant alerted him to a high water bill sometime in September 2023. (Testimony of Mr. Bishop).
7. The tenants hired a plumber who found two toilets running and a flapper and flush valve in need of replacement. (Plumber's Report dated October 11, 2023; Testimony of Ms. Robinson).
8. The plumber made the repairs on October 25, 2023. (Testimony of Mr. Bishop, Plumber's Report dated October 25, 2023).
9. The fixture repairs did not cure the excess use, which prompted Mr. Bishop to request a new meter. (Testimony of Mr. Bishop).
10. The meter was checked on January 12, 2024 and it was found that data had been entered incorrectly. The data entry was corrected but the meter was not replaced at that time. (Testimony of Ms. Robinson).
11. As part of DC Water's investigation of the billing dispute, the meter was pulled for testing and replaced in May 2024. The meter had an overall accuracy of 97.8% within American Water Works Association guidelines. (Testimony of Ms. Robinson).
12. DC Water denied the dispute for the September 25, 2023 bill under 21 DCMR 406.1 because of leaks noted in the plumber's report which are the tenant's responsibility. (Testimony of Ms. Robinson).
13. DC Water denied the challenges to the bills dated November 20, 2023 and March 18, 2023 based on inconclusive findings under 21 DCMR 408.1. No underground leaks were found and the meter was tested and determined to be accurate. (Testimony of Ms. Robinson).
14. Usage began decreasing in February 2024 and declined considerably in May 2024. (Testimony of Ms. Robinson).
15. The meter was replaced, and the tenants moved out in May 2024. (Testimony of Ms. Robinson and Mr. Bishop).

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. A challenge to a disputed bill will be deemed untimely if made more than 20 days after the bill. (21 DCMR 402.2).
3. DC Water is obligated to investigate a challenge to a bill by doing any or all of the following:
 - (a) Verify the computations made in the formulation of the water and sewer charges;
 - (b) Verify that the meter reading for possible meter overread or doubtful registration;
 - (c) If feasible, check the premises for leaking fixtures, underground invisible leaks, and house-side connection leaks;
 - (d) Check the meter for malfunction;

- (e) Check the water-cooled air conditioning system, if any, for malfunction; and
- (f) Make a reasonable investigation of any facts asserted by the owner or occupant which are material to the determination of a correct bill.

See 21 DCMR 403.

- 4. Under D.C. Municipal regulations, repair of leaking faucets and household appliances are the responsibility of the owner or occupant. If an investigation discloses leaking faucets, leaking fixtures or similar leaks, no adjustment will be made for any portion of excessive use attributable to those leaks. 21 DCMR 406.1, 406.2.
- 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. 21 DCMR 408 (stating 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.")
- 6. Meters shall be read quarterly or at such other times as the General Manager shall determine. 21 DCMR 308.1.

DECISION

The customer was unable to meet the burden of proof to show that the water charges are in error or that they should not be responsible for their payment.

Where excess use results from leaking fixtures, no adjustments will be made for any portion of the excessive use attributable to those leaks. 21 DCMR 406.2. Here, DC Water denied an adjustment for the bill dated September 25, 2023, because the plumber's report dated October 11, 2024 documented two running toilets and a defective flapper and flush valve which are the responsibility of the customer.

For the remaining bills dated November 20, 2023 and March 18, 2024, DC Water denied an adjustment under 21 DCMR 408 for inconclusive findings following its investigation that ruled out an underground leak and found that the meter was functioning within applicable standards of accuracy. In cases where 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. 21 DCMR 408.

The customer argued that a faulty meter was to blame for the high bills because after the meter was replaced in May 2024, the bills were lowered. But the customer's position is belied by the fact that the tenants vacated the premises in May 2024 which also explains the decreased usage. Moreover, as Ms. Robinson noted at the hearing, water usage began to decline in February 2024, several months before the meter was replaced, thus suggesting that factors other than the meter –

such as the tenants' usage – were at play. Finally, the erroneous meter reading from January 2024 was due to human error of incorrect data entry and not a problem with the meter.

For the reasons discussed, the determination of DC Water that no basis exists to adjust the customer's account based on the presence of a malfunctioning fixture within the owner's care for the bill dated September 25, 2023 and inconclusive findings for the bills dated November 20, 2023 and March 18, 2024 is hereby AFFIRMED. As there was no showing that the customer disputed any other bills for the period between August 16, 2023 and March 15, 2024, they are not addressed by this order.



Carolyn Elefant, Hearing Officer

Date: September 24, 2024

Phillip Bishop
11948 Autumnwood Lane
Fort Washington, Maryland 20744

BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

DEPARTMENT OF CUSTOMER SERVICES

IN RE: Prestige Properties, LLC
5664 Tower Hill Cir
Alexandria, VA 22315

Service Address:
[REDACTED] Independence Ave. SE

Account Number: [REDACTED]

<u>Period</u>	<u>Amount in Dispute</u>	<u>Case Number</u>
6/16/2023 – 9/19/2023	\$6,925.63	24-22293P
9/20/2023 – 10/18/2023	\$1,129.06	24-75926

Before Janet W. Blassingame, Hearing Officer
July 10, 2024 at Noon

The customer contested a water and sewer bill 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 July 10, 2024. Present for the hearing were: Harshal Acharya, Property Manager, Prestige Properties, LLC; Kristen Gibson and Geneva Parker on behalf of DC Water, as well as, Rona Myers, DC Water, observing only.

The property involved is a multi-family 3-unit converted rowhouse. The building has three (3) bathrooms, three (3) kitchens, two (2) dishwashers, three (3) washing machines; and, one outside faucet. The building is managed by Signature Realtors. The building is monitored by one water meter. There are four (4) residents in the building. Historically, the water and sewer bill has ranged between Three Hundred Dollars (\$300.00) and Three Hundred Fifty Dollars (\$350.00) per billing cycle.

Ms. Gibson explained that DC Water cancelled the customer's July 2023 and August 2023 bill charges and re-billed the customer.

Mr. Acharya stated that he received a call from DC Water in September 2023 and was told that something was going on at the property and that there was a major problem. He stated that the DC Water representative suggested that there was a leak. Mr. Acharya testified that the tenants said that there were no leaks in their units. Mr. Acharya stated that he had a plumber check the property and the plumber, initially, found nothing amiss, but, later, found a defective toilet, with a ghost leak, on the second floor of the property. Mr. Acharya stated that the toilet was silent, making no noise and impossible to hear by the tenant. Mr. Acharya asserted that the toilet was repaired within two (2) hours of his receipt of the call from DC Water.

Ms. Gibson stated that DC Water was not getting electronic meter readings from the property until September 8, 2023. She, further, stated that the customer is not registered to enable CUNA alerts but, as of September 29, 2023, the customer registered and establish an on-line account which, as of that date, enabled receipt of HUNA alerts.

Ms. Gibson stated that the bill statement in July 2023 was estimated at 18.97 CCF and DC Water re-issued the bill for 105.93 CCF for the period 5/17/2023 to 7/19/2023. Ms. Gibson explained that on July 15, 2023, the DC Water billing agent interjected 105.23 CCF to the customer's account to get the numbers right. Ms. Gibson explained that the customer was sent two bills based upon estimates: bill dated 6/16/2023 in the amount of \$328.58 and bill dated 7/17/2023 in the amount of \$362.80, both of which the customer paid in full. She stated that the utility did not send the customer a water and sewer bill in August 2023. Ms. Gibson explained that the customer's September bill statement was revised to cover a period of 126 days which included the revised June and July 2023 billing periods and the lack of an August 2023 billing. Ms. Gibson acknowledged that the utility obtained a field meter reading on August 16, 2023 for 87.24 CCF but did not bill the customer based upon the meter read. Ms. Gibson explained that the utility needed to verify the field read because usage was out-of-line. She explained that field readings are uploaded by the service technician at the end of each day and that the read, in this case, was kicked out for manual intervention. Ms. Gibson stated that the required manual intervention did not occur until September 2023.

Mr. Acharya stated that he did not know anything was wrong until he spoke with DC Water on September 29, 2023. He stated that he was told that the problem would affect two (2) billing cycles.

Mr. Acharya pointed out that bill payment has never been late regarding the account and that there has never been a bill dispute regarding the account. He, further, reiterated that the problem- defective toilet- was fixed in less than two (2) hours after he spoke with the DC Water service representative and no one was aware that there was a problem at the property before the phone call.

Mr. Acharya corrected himself and stated that it was the basement toilet that had the leak.

Ms. Gibson stated that DC Water asks that the Hearing Officer make two (2) independent rulings regarding the two (2) bills involved- June 2023 and July 2023.

Ms. Gibson acknowledged that the utility was billing the customer on an extended billing period but she asserted that the customer received the second bill only nine (9) days before the utility's notice to the customer that something was wrong at the property. She asserted that the toilet was identified and repaired.

Ms. Gibson asserted that DC Water called the customer at 11:30 a.m. and the customer called back at 11:45 a.m. and the problem was fixed by 2:00 p.m. She stated that continuous water usage at the property stopped by 10:00 p.m.

Ms. Gibson argued that an account adjustment is not warranted on both water and sewer bills. She cited 21 DCMR §406.2.

Mr. Acharya interjected that no one was aware of anything leaking at the property and he got a plumber right away after being given notice of a problem and that the problem was identified and fixed within two (2) hours of notice by the utility.

Ms. Gibson stated that the utility did not have meter reads from the property until September 8, 2023. She explained that the property underwent lead service replacement and the contractor installed the water meter and the MTU but did not program the MTU to transmit meter reads. Ms. Gibson stated that the MTU was not programed for three (3) months after its placement at the property. She stated that the DC Water Meter Department is responsible for programing the MTU.

Mr. Acharya pointed out that the MTU was transmitting as of September 8, 2023 and that DC Water estimated the account's June and July 2023 bills which were paid.

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 converted row house which is now a multi-family property containing three (3) units. (Testimony of Mr. Acharya)
2. The periods involved are 6/16/2023 to 9/19/2023 and 9/20/2023 to 10/18/2023. (Record in this matter)
3. The property underwent lead service replacement by a DC Water contractor on 6/16/23. The contractor at the end of the job set a new water meter and MTU but did not program the MTU to transmit meter reads from the property to DC Water. (Testimony of Kristen Gibson; DC Water Interaction Notes pg. 10 dated 09/29/2023)
4. Three (3) months elapsed between placement of the MTU at the property and programing of the MTU by the DC Water Meter Department. (Testimony of Kristen Gibson)
5. During the time that the MTU was not programed and transmitting meter reads, DC Water estimated the customer's water usage. (Testimony of the parties)
6. The customer was billed based upon estimated water usage for the periods in dispute- 6/16/2023 to 9/19/2023 – bill dated 9/29/2023, and, 9/20/2023 to 10/18/2023- bill dated 10/18/2023; the customer paid the charges reflected on both estimated water usage billing statements. (Testimony of the parties)
7. DC Water obtained a field reading of water usage on the water meter on August 16, 2023 which reflected 87.24 CCF of water usage; DC Water did not use the field reading to bill the customer and the utility did not send the customer a bill for water usage in August 2023. (Testimony of Kristen Gibson and Mr. Acharya)
8. DC Water kicked the August 16, 2023 field reading out of the normal billing system to allow manual intervention; manual intervention took place in September 2023. (Testimony of Kristen Gibson)

9. The utility reviewed the customer's account on 09/29/2023 and manually created a bill which reversed the customer's billing from June to September 29, 2023. (Testimony of Kristen Gibson; DC Water Interaction Note pg. 10 dated 09/29/2023)
10. DC Water re-billed the customer on September 29, 2023 for \$6,234.25. The September 29th bill reflected estimated usage for the period 5/17/2023 to 6/15/2023 and actual usage for the period 6/16/2023 to 9/19/2023. (DC Water bill statement dated 9/29/2023)
11. DC Water sent a service technician to the property on September 8, 2023 to program the MTU, thus, starting the transmission of meter reads by the MTU; the service technician, also, took a field read and an actual read was obtained. (Testimony of Kristen Gibson; DC Water Interaction Note pg. 10 dated 10/29/2023)
12. DC Water telephoned the customer on 9/29/2023 and advised the customer to check the property because it appeared to have a leak at the property. (DC Water Interaction Notes pg. 10 dated 09/29/2023)
13. In response to the call by DC Water on 9/29/2023, the customer had a plumber check the property and a ghost leak was found in the basement unit's toilet; the toilet was repaired within 2 hours of the customer's contact with the utility's alert. (Testimony of the parties; Kenny's Plumbing Services Invoice dated 10/02/2023)
14. DC Water billed the customer on October 18, 2023 for the period 9/20/2023 to 10/18/2023 for \$1,129.06. (DC Water Bill Statement dated 10/18/23)

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. Meters shall be read quarterly or at such other times as the General Manager shall determine. (See, 21 DCMR §308.1)
4. If at any time, a meter, data collection device or transmitter fails to register correctly or collect, deliver, or transmit data or otherwise operate or bears evidence of having been tampered with, as determined by qualified personnel of the Authority, the water charge for the interval in which the incident occurred shall be based on the average previous water consumption determined by meter readings. (21 DCMR 308.4)
5. 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)

6. 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).

DECISION

The customer established a prima facie case that the customer should not be responsible for payment of the re-issued bill statements for the period spanning June 16, 2023 to October 18, 2023. The customer's property manager testified that no one was aware of anything amiss at the property until a call was received from DC Water on September 29, 2023 to advise that there may be a leak. The testimony, further, established that the customer was billed based upon estimated water usage for two (2) billing cycles, one of which was an extended billing cycle, and that the charges were paid. The testimony, also, established that within two (2) hours of alert from DC Water that something may have been amiss at the property, the customer hired a plumber, identified the plumbing issue, and repaired a defective toilet, resulting in elimination of high-water usage at the property.

DC Water acknowledged that it did not have electronically transmitted meter reads from the property starting June 16, 2023 as a result of a newly placed MTU not being programed after placement by a lead service replacement contractor. DC Water, also, acknowledged that it estimated the water usage at the property for June 2023 and July 2023 billing periods and did not bill the customer in August 2023, despite having a field read by a service technician performed on August 16, 2023. Likewise, the utility did not inform the customer of the high usage registered on the water meter when the meter was read by the service technician. Testimony and evidence established that the utility programed the MTU on September 8, 2023 and thereafter, the utility received electronically transmitted meter readings from the property. It was further established that DC Water contacted the customer on September 29, 2023 to advise of high usage occurring at the property.

21 DCMR §308.1 dictates that the utility is to read a customer's water meter on a quarterly basis.

21 DCMR § 308.4 instructs that when a MTU fails to transmit, the customer is to be charged based upon average historical usage.

21 DCMR § 406 dictates that a customer is responsible for excessive water usage caused by a household fixture such as a toilet.

In this case, there are three (3) applicable regulations, as noted above. Here the utility failed to read the customer's water meter for billing purposes in June, July and August 2023, DC

Water estimated the customer's water usage and billed based upon estimate for June 2023 and July 2023 billings and the utility failed to bill the customer, at all, in August 2023. Ultimately, DC Water reversed its estimated billings of the customer and re-billed the customer based upon the bill dated 9/29/23 for a total period of 126 days to include the period 5/1/23 to 6/15/23 (30 days) estimated and the period 6/16/23 to 9/19/23 (96 days) actual read. As noted, a service technician read the customer's meter on August 16, 2023 and thereafter, having electronically transmitted meter reads after September 8, 2023, which is the basis for the utility announcing that the 96-day billing which started as of June 16th was based upon actual meter read.

DC Water's explanation for delay in billing the customer based upon meter read was that after obtaining a meter read in August 2023 and the usage appearing out-of-line with the customer's historical water usage, the meter read was kicked out of billing and sent for manual intervention. The manual intervention did not occur until September and resulted in the revised bill dated 9/29/23.

The purpose of requiring regular meter readings is to allow orderly billing by the utility. Regular meter reads, also, allow a customer to have notice of when something may be amiss at the property and to correct the problem before incurring a high-water bill.

DC Water states that its HUNA alert system is not mandatory but a courtesy to customers and when the system fails to alert of high usage occurring at a property, the utility is not responsible. In this case, the alert system was not operable because the MTU had not been programmed. The problem is, however, that DC Water failed to bill the customer for 126 days based upon actual water usage- June, July, and August 2023, only billing to reflect actual meter reading on September 29, 2023, even though the utility had a meter read as of August 16, 2023. Despite knowing of high-water usage occurring at the property as of the manual meter read obtained on August 16th, the utility did not contact the customer to advise that something amiss was occurring at the property until a service representative telephoned on September 29, 2023, approximately 6 weeks after the meter was read and 3 weeks after electronic transmission of meter read was restored by the programming of the MTU. Moreover, the customer paid the June 2023 and July 2023 estimated bill charges, only to receive the revised bill dated September 29, 2023 substantially increasing charges for the periods already paid by the customer.

Equity estoppel comes into play when someone has been prejudiced by someone else's delay and the delay is 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).

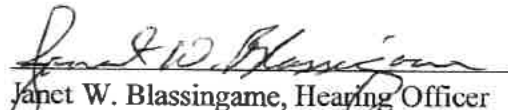
It is not at issue that the high usage in this case was caused by a faulty toilet, for which the customer is responsible for the resulting charges, however, the customer in this case would not have incurred such high charges for excessive water usage if DC Water had appropriately billed the account based upon meter reads or otherwise had alerted the customer of what it knew was occurring at the property. DC Water did not know specifically that a toilet was causing the

high-water usage but it knew that high usage was occurring based upon the August meter read by the service technician. The customer had not received a bill based upon meter reads for over 126 days and testified, through its property manager, that within hours of receiving a call on September 16th from DC Water that something may be amiss at the property, a plumber was hired and the source of the property identified and repaired.

Just like the utility seeks to manage its accounts and receive prompt and appropriate payment, a customer wants to manage its bills and maintain its property. In this case, because of DC Water's failure to obtain meter reads, the customer was harmed, despite paying the bills sent by the utility.

Based upon the evidence and testimony presented, the Hearing Officer is convinced that but for the utility's failure to bill based upon actual meter reads for an unreasonably extended period, the customer would not have incurred the excessive usage as reflected on the bill dated September 29, 2023. Accordingly, it is the conclusion of the Hearing Officer that the customer is entitled to the protection based upon equity for the period 6/16/23 to 9/19/23 and DC Water is directed to reverse the bill dated September 29, 2023 as it pertains to that period and bill the customer based upon average historical water usage.

With respect to the bill dated 10/18/23 for the period 9/20/23 to 10/18/23, DC Water requested separate consideration of the disputed bill, noting that a service representative telephoned the customer within 9 days into the billing period that something may be amiss at the property. Granted the utility's failure to bill based upon meter reads did not encompass the entire billing period, however, the customer's prejudice by the utility's failure does extend into the bill period. Accordingly, DC Water is directed to adjust the customer's account for the period 9/20/23 to 9/29/23 and bill the customer based upon average historical water usage for said period. With respect to the remaining period 9/30/23 to 10/18/23, the revised bill should reflect actual meter reads transmitted from the property and billed as of the billing date. DC Water is therefore directed to adjust the bill dated 10/18/23 accordingly.


Janet W. Blassingame, Hearing Officer

Date: Aug. 26, 2024

Copy to:

Prestige Properties, LLC
c/o Harshell Acharya, Property Manager
5664 Tower Hill Cir
Alexandria, VA 22319

BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

DEPARTMENT OF CUSTOMER SERVICES

IN RE: Duvar Family Trust
c/o Helen Abadzi, Trustee
7822 Ridgecrest Drive
Alexandria, VA 22308

Service Address:
[REDACTED] Connecticut Ave. NW

Account Number: [REDACTED]
Case No: 23-614791

Periods in Dispute
7/4/23 – 9/1/23
12/18/23 – 7/17/24

Amount in Dispute
\$5,112.60
\$7,665.00

Before Janet W. Blassingame, Hearing Officer
July 15, 2024 at 10:00 a.m.

The customer contested a water and sewer bill 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 July 15, 2024. Present for the hearing were: Helen Abadzi, Trustee of the Duvar Family Trust Theodore Vakrinos, property owner; Arlene Andrews on behalf of DC Water; as well as, Geneva Parker and Rona Myers, DC Water, observing only.

The property involved is a four-story building having a restaurant on the ground level and three (3) office suites- one office on each floor. The restaurant has two (2) bathrooms, a kitchen, and a dishwasher. Each office has one bathroom. The building uses a central hot water heater and is monitored by one water meter. The property was purchased in April 2021 and its water and sewer bill has historically averaged \$450.00 per billing cycle.

Ms. Abadzi stated that no high-water alerts were received but she does not know if the property is registered on-line for alerts. Ms. Abadzi stated that she asked Michael Water who runs the restaurant, what happened to cause high usage and he responded that there was no way that such an amount of water consumption could occur in such a short time.

Mr. Vakrinos stated that Mr. Water hired a plumber to inspect the whole building and no leaks were found. He stated that the plumber was Eric Lee, ECO Plumbing, and that the inspection was done on 9/21/23. Mr. Vakrinos stated that the plumber said that the water meter

was malfunctioning and that he recommended meter replacement or repair.

Mr. Vakrinos stated that he does not recall what the DC Water service representative told him in a phone call to the utility but, he knows that the water meter has been replaced but he does not know when the meter was replaced and he knows that the water meter was tested on 5/16/24. Ms. Andrews interjected that DC Water contacted the property owner on 5/24/2024 to schedule an appointment to pull the water meter and that the meter was replaced. She explained that an appointment was necessary because the meter was at a commercial property.

Ms. Abadzi stated that a friend, who is a hydraulic engineer, told her that sand could get into the water meter. Mr. Vakrinos added that extreme temperature and magnetic interference could also affect meter operation.

Ms. Abadzi explained that the water and sewer bill goes to the tenant and that, she does not get the bill. She stated that the tenant is on a payment plan. Ms. Andrews interjected that the tenant did set up a payment plan and he paid on the plan one time. Ms. Andrews stated that the tenant is in default of the plan and the current balance on the water and sewer account is \$10,391.65 as of 7/15/24. Ms. Andrews stated that the tenant's last payment to DC Water was made on February 9th. Ms. Abadzi stated that the tenant has not paid rent for two (2) years.

Mr. Vakrinos stated that he had a contractor check the building in year 2022 in anticipation of getting a loan and the contractor found no problems.

Ms. Andrews stated that DC Water has determined that no adjustment of the customer's account is warranted. She pointed out that the customer was billed based upon actual meter readings.

Ms. Andrews testified that the utility pulled the water meter on May 24, 2024 and the meter was tested on June 5, 2024 and determined to have 99.59% accuracy. She asserted that the test results were within accepted standard for water meter accuracy and she stated that DC Water follows the standards set by the American Water Works Association and that a water meter is functioning appropriately if its accuracy is between 98.5% and 101.5%.

Ms. Andrews stated that HUNA alerts were sent to the customer's tenant on July 12, 15, 18, 21, 24, 27, and 30, 2023 and August 2 and 5, 2023. Ms. Andrews confirmed that the email on record with the utility for alerts was that the customer's tenant. Ms. Andrews stated that when the customer emailed the utility, the utility replied to the customer, however for alerts, the account has not been updated by the customer. Ms. Andrews explained that high water usage alerts are sent by the utility when usage is high for more than 3 days. She stated that the customer's tenant set-up the HUNA alert notification on-line but that the property owner can also go on-line, as well, to have notifications sent. Ms. Andrews pointed out that the default setting for usage alerts is 6x normal usage.

Ms. Andrews stated that the water bill dated July 5, 2023 was \$390.00.

Mr. Vakrinos asked Ms. Andrews whether high water usage was presently occurring at the property and she responded that usage is not high at the present.

Ms. Andrews testified that high water usage (spike) occurred at the property from July 9, 2023 to September 20, 2023.

Mr. Vakrinos interjected that the other tenants in the building pay rent to Mr. Water, the restaurant proprietor.

When asked about the historical usage of the property, Ms. Andrews responded that she only has available usage records since Mr. Vakrinos has owned the property. Mr. Vakrinos stated that the plumber was very professional. Ms. Andrews stated that a water meter does not repair itself and that the meter tested within industry standard.

Mr. Vakrinos stated that work was being done on Connecticut Avenue.

Ms. Andrews stated that the Petition does not have any attachment- plumber's report, and she requested that the trustees send the report to the utility for consideration and review. The Hearing Officer set the time for production of the document by the customer as within 5 days of the hearing date.

Ms. Andrews stated that DC Water's investigation of the bill dispute revealed no evidence of meter overread or faulty computation of the bill. She stated that it was concluded by the utility that the excessive water usage was controlled at the property. She stated that the utility did not conduct an underground inspection because water usage went back to within normal range without necessity of repair. Ms. Andrews reiterated that a water meter does not repair itself.

Ms. Andrews asserted that 21 DCMR § 408.1 was applicable in this matter because of the inconclusive findings after tests and checks.

Mr. Vakrinos asked if there were usage spikes from year 2016 to present and Ms. Andrews responded that starting in years 2021 and 2022 usage was been consistent. Mr. Vakrinos added that the building is inspected annually and that there was a sewage issue in year 2022.

Ms. Andrews stated that the MTU at the property is transmitting regular meter reads. She added that she can not speak to the plumber nor does she have a report. She stated that there is no evidence of meter malfunction and that the water meter was seven (7) years old, having been placed on October 13, 2017. Ms. Andrews, again, pointed out that a water meter does not self-repair.

It was pointed out that the restaurant spans two (2) properties. The customer asserted that

the other property owner did not have a high-water usage problem. It was stated that the adjoining property address is 1734 Connecticut Avenue, NW.

It is noted for the record that the Hearing Officer has not been given a copy of the plumber's report referenced by the customer as of August 14, 2024 which is beyond the time set for production of the document by the customer for review and consideration.

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 4-story commercial building having a restaurant on the ground level and offices on the remaining floors. (Testimony of Ms. Abadzi)
2. The restaurant spans two (2) buildings; the other building is owned by a different property owner and water usage at that building is not at issue. Mr. Vakrinos has no knowledge of fixtures or appliances in the other building. (Testimony of Mr. Vakrinos)
3. The period in dispute is July 4, 2023 to September 1, 2023. (Record in this matter)
4. The property owner defers to the restaurant proprietor for receipt of the water and sewer bills from DC Water and the restaurant proprietor is responsible for payment of water service for the building. The property owner does not collect rent from the tenants occupying office space in the building and that such rent payments are made to the restaurant proprietor. Likewise, the property owner does not receive HUNA alerts from the utility. The restaurant proprietor is the contact on the water account to receive HUNA alerts. (Testimony of Ms. Abadzi and Mr. Vakrinos)
5. High water usage occurred at the property from July 7, 2023 to September 20, 2023. (Testimony of Ms. Andrews)
6. DC Water sent HUNA alerts to the restaurant proprietor on July 12, 15, 18, 21, 24, 27 and 30, 2023 and August 2 and 5, 2023. (Testimony of Ms. Andrews)
7. The property owner stated that a plumber inspected the building and found no plumbing issues as of September 21, 2023. (The property owner failed and/or neglected to submit the plumber's report with the Hearing Petition or post-hearing pursuant to the Hearing Officer's time limit). (Testimony of Mr. Vakrino; The record in this matter)
8. DC Water investigated the customer's bill dispute and found no evidence to meter malfunction or faulty calculation of the bill. (Testimony of Ms. Andrews)
9. The utility did not contact an underground leak inspection because water usage at the building declined without repair intervention. (Testimony of Ms. Andrews)
10. DC Water tested the water meter and the meter was determined to have 99.59% accuracy. (Testimony of Ms. 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.")
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. 3rd 453, D.C. Court of Appeals 2012.

DECISION

The trustees/property owner failed to establish a prima facie case that the bill in dispute was wrong or for some other reason the property owner should not be held responsible for payment.

The testimony established that the property owner deferred to the restaurant proprietor regarding payment of the water and sewer bill, interaction with the tenants occupying office space in the building, as well as, interaction with DC Water for purposes of HUNA alerts. Even though the property owner testified that a plumber inspected the building and found no plumbing issues, a plumber's report was not submitted. More importantly, the property owner testified that the plumber was at the property on September 21, 2023 and testimony and evidence established that high water usage stopped as of September 20, 2023. As such, by the time the plumber


inspected the property, whatever caused high usage was repaired or no longer existed.

DC Water investigated the customer's bill dispute and found no overcharge on the account. The utility tested the water meter and the meter was determined to be functioning within industry standard. The utility billed upon actual meter reads transmitted to the property. The utility sent multiple alerts to the restaurant proprietor between July 12th to August 5th, alerting of high-water usage occurring at the building. The utility, also, was able to rule out the existence of an underground leak because excessive water usage at the property stopped.

21 DCMR § 408 states that when all tests and checks are inconclusive of the cause of excessive water consumption at a property, DC Water does not adjust the customer's account for excessive usage.

In this case, the property owner/trustees were very hands-off regarding rental property. The water bill went to a tenant. The alerts went to a tenant. The tenant restaurant proprietor spoke with the other tenants regarding water usage on their respective floors.

Ultimately, the property owner is responsible for what occurs at the property and is responsible for payment of the water and sewer charges. The trustees/property owner failed to monitor water used or bills charges incurred at the property. No evidence was presented to establish that the disputed charges were wrong. The fact that a landlord may have a lease with a tenant regarding the tenant's payment of the water and sewer charges is not relevant in a dispute between the property owner and DC Water. If the tenant fails to properly heed alerts or pay utility charges, such matters are contractual between landlord and tenant, only. As such, DC Water's determination that the charges are valid and no basis exists for adjustment of the customer's account is hereby AFFIRMED.


Janet W. Blassingame, Hearing Officer

Date: Aug. 26, 2024

Copy to:

Helen Abadzi and Theodore Vakrinos
7822 Ridgecrest Dr.
Alexandria, VA 22308

BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

DEPARTMENT OF CUSTOMER SERVICES

IN RE: [REDACTED]
[REDACTED] Barnaby Terrace SE
Washington, DC 20032

Account No: [REDACTED]
Case No: 24-126226

Amount in Dispute: \$4,773.11

Before Janet W. Blassingame, Hearing Officer
July 26, 2024 at 10:00 a.m.

The customer contested a water and sewer bill for the period August 29, 2023 to November 29, 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 July 26, 2024. Present for the hearing were: [REDACTED] Kimberly Arrington and Kristen Gibson on behalf of DC Water.

The property involved is a row house having two and one-half (2 ½) bathrooms, a kitchen, dishwasher, washing machine, and two (2) outside faucets. Ms. [REDACTED] has owned the house for two (2) years and three (3) months. Two (2) people live in the house and the water and sewer bills has historically ranged between Fifty Dollars (\$50.00) and Sixty Dollars (\$60.00) per billing cycle.

Ms. [REDACTED] testified that she received a phone call on November 20, 2023 from DC Water informing her that her water and sewer bill had jumped. She stated that the utility representative told her that a service technician would be sent out to her house to inspect. Ms. [REDACTED] stated that when the service technician was at her home, the technician told her that the water meter was moving crazy, going back and forth, and the meter had to be changed.

Ms. [REDACTED] stated that she did not contact a plumber.

Ms. [REDACTED] stated that when DC Water changed the water meter at her home, water usage returned to normal and the problem was resolved. She stated that her bill is now \$13.00, but she did not have CAP, the bill would be less than One Hundred Dollars (\$100.00). Ms. Arrington interjected that the customer is a CAP customer and her participation in the program results in her receiving a discount on water service.

Ms. [REDACTED] explained that DC Water contacted her regarding the usage before she received the water and sewer bill. She stated that prior to the call, she was unaware of any leaks or problems regarding her water service. She stated that she saw or had seen no standing water or

observed any leaks. She reiterated that the service technician told her that the water meter was moving back and forth.

Ms. Arrington pointed out that the customer's next bill, after the bill in dispute, was high as well. Ms. [REDACTED] stated that she called DC Water about the bill, but did not know that she could dispute twice.

Ms. Arrington stated that DC Water changed the MTU at the property, not the water meter. She stated that the water meter was removed/changed for testing in preparation for the administrative hearing.

Ms. Arrington explained that usage alerts are sent by email. Ms. [REDACTED] confirmed that the utility had her correct email address on file. Ms. Arrington added that some alerts were sent to a telephone number with a 703-area code. Ms. [REDACTED] stated that the telephone number utilized by the utility was not her telephone number and she was not associated with the number. Ms. [REDACTED] stated that she searched her junk mail for any alerts sent by DC Water and she did not see any such emails in her inbox, junk, or trash boxes.

Ms. [REDACTED] stated that she hired no plumber, so whatever was causing high water usage stopped when DC Water did whatever the technician did at her property and whatever the technician did resolved the problem.

Ms. Gibson stated that DC Water reached out to Ms. [REDACTED] on November 30, 2023 to suggest that she hire a plumber. She stated that the customer returned the call on December 1, 2023 and an underground leak inspection was scheduled for December 4, 2023. Ms. Gibson testified that after inspection, no underground leak was detected at the property.

Ms. Gibson stated that the MTU was off-line as of December 4, 2023 and there were no meter reads from the property until February 6, 2024. Ms. Gibson stated that the MTU was reprogrammed and a service technician obtained a field reading of the water meter on February 6, 2024.

Ms. Gibson testified that water usage at the property decreased December 4, 2023 to January 29, 2024.

Ms. Gibson acknowledged that the service technician sent to the property on December 4, 2023 found that the water meter was registering backward slowly, but that the service technician sent on February 6, 2024, reported that the water meter was registering forward.

Ms. Gibson stated that the MTU was changed because the MTU stopped working on December 4, 2023. Ms. Arrington stated that the rim holds the lid and did not need to be replaced.

Ms. Gibson testified that the water meter was pulled on May 1, 2024 and tested on May 6, 2023. She stated that the water meter was determined to have 100.75% accuracy.

Ms. Gibson asserted that based upon the utility's investigation, 21 DCMR § 408 was applicable because the findings of the tests and checks were inconclusive as to the cause of increased usage at the home.

Ms. [REDACTED] stated that DC Water did not send her water and sewer bills for August 2023 and September 2023.

Ms. Gibson stated that the customer's account was sent to billing for verification which was done on November 30, 2023 by automatic system using the MTU.

Ms. Arrington stated that the customer needs to change the telephone on the account. She reiterated that usage alerts are sent by telephone and email. Ms. Jones restated that she did not receive any alerts from DC Water by email or telephone and that the telephone number listed on the account was not her telephone number.

Ms. Gibson stated that water usage at the property declined sometime between December 6, 2023 and January 29, 2024. She stated that the MTU was not working at the property.

Ms. [REDACTED] asserted again that the problem stopped on December 6, 2023 when DC Water was out to the property.

Ms. Arrington stated that DC Water's system states that the alerts were successfully sent to the customer.

[The Hearing Officer notes for the record that, in the customer's zip file, HUNA alerts are stated to have been sent starting September 3, 2023 to October 15, 2023 – 14 alerts on various dates, and CUNA alerts were sent starting September 11, 2023 to December 4, 2023.]

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 row house owned by Traci Jones. (Testimony of [REDACTED])
2. The period in dispute is August 29, 2023 to November 29, 2023. (The record in this matter)
3. The customer did not receive a water and sewer bill from DC Water in August 2023 and September 2023. (Testimony of [REDACTED])
4. DC Water telephoned the customer on November 11, 2023 to inform her that something was going on at her property and that the utility was sending a technician to inspect. Prior to the telephone call by the utility, the customer was unaware of anything amiss at her home and she had not observed any leaks or seen any standing water. (Testimony of [REDACTED])
5. DC Water has a record of HUNA alerts and CUNA alerts to the customer starting in September 2023 and the last alert as of December 4, 2023. (The record in this matter)

6. The customer denied receiving any electronic alerts from DC Water by email or telephone and it was established during the hearing that the telephone on file with the utility for usage alerts was not the telephone number of Ms. [REDACTED] (Testimony of the parties)
7. The service technician conducting the underground leak inspection found no underground leaks but reported that the water meter was moving forward and backwards. (Testimony of [REDACTED])
8. The Service/Work Order History Report dated December 4, 2023 contains the service technician's remarks that the meter was found to be registering slowly backwards. (DC Water Service/Work Order History Report dated December 4, 2023)
9. On December 6, 2023, DC Water replaced the MTU at the property and the service technician noted that the rim frame needed to be replaced and that the meter was registering forward. (DC Water Service Order prepared 02/17/2024)
10. Water usage at the property declined after DC Water was at the property. (Testimony of the parties)
11. The MTU went off-line as of December 4, 2023 and no electronic meter reads were transmitted to the utility until the MTU was re-programmed on February 6, 2024. (Testimony of Ms. Gibson)
12. DC Water tested the water meter on May 6, 2024 and the meter was determined to have 100.75 % accuracy. (Testimony of Ms. Gibson)

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

- consumption determined by meter readings. (21 DCMR 308.4)
5. 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.")
 6. Gatewood v. DC WASA, 82 A.3d 41, D.C. Court of Appeals 2013- once a customer establishes a prima facie case in a bill dispute, the burden shifts to DC Water to establish that the bill charges are correct and should be paid.

DECISION

The customer established that more likely than not the dispute charges were wrong or for some other reason, she should not be held responsible for payment.

The testimony and evidence established that:

1. The customer was being billed for a period of 93 days- 8/29/23 to 11/29/23;
2. DC Water failed to bill the customer in the months of August 2023 and September 2023.
3. The bill in dispute is dated November 30, 2023.
4. The customer was unaware of anything amiss at her property until she received a telephone call from DC Water on November 30, 2023,
5. A DC Water service technician on December 4, 2023 found the water meter at the property to moving forward and backwards.
6. DC Water was at the property on December 6, 2023 and replaced the MTU but failed to program the device.
7. On December 6, 2023, a DC service technician observed the water meter moving forward.
8. Water usage at the property declined and went back to normal after the utility was at the property on December 6, 2023.
9. The customer did not hire a plumber to perform any repairs at her home.

On DC Water's part, the utility presented testimony and evidence that a second service technician, who was at the property on December 6, 2023, observed that the water meter was moving forward. In response to the customer's assertion that water usage declined after the DC Water service technician was at her property, testimony by DC Water was that the usage declined sometime between December 4, 2023 and January 29, 2024 and that it could not determine the exact date on which usage declined at the property because the MTU was not transmitting meter reads. With respect to the utility's failure to bill the customer within 90 days

in compliance with the regulation that the utility is to read the water meter on a quarterly basis, DC Water explained that its Billing Department did not verify the charges/meter read until September 30, 2023. DC Water, also, asserted that it had sent HUNA and CUNA alerts to the customer advising of high-water usage occurring at her property. DC Water tested that water meter and the meter was determined to be functioning within acceptable range and the utility inspected the property and determined that an underground leak was not present.

The customer denied receiving the alerts and it was established that alerts sent by telephone were sent to a telephone number other than that of the customer.

Based upon a preponderance of the evidence, the Hearing Officer determines that the customer prevails.

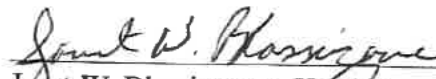
As noted above, DC Water is to obtain a meter read on a quarterly basis. (See, 21 DCMR § 308.1 and 309.1) Here, the utility billed the customer for a period of 93 days which is beyond the quarterly basis required. DC Water failed to explain the observation of the service technician that the water meter was moving forward and backward. The fact that the second technician observed the meter moving forward does not refute the observation of the earlier technician that the meter was observed moving forward and backward. Also, the utility failed to refute the customer's assertion that high water usage declined at the property when the service technician was at the property; service technicians were at the property on December 4th and 6th, and testimony by the DC Water was that usage declined sometime between December 4, 2023 and January 29, 2024 and that it could not determine the exact date of decline because the MTU was off-line. As such, the utility failed to show that the customer's testimony as to when the usage declined was wrong.

While the utility did test the water meter and inspect for an underground leak, it can not overcome its failure to read and bill the customer on a quarterly basis. The purpose of obtaining meter reads and sending bills to customers is allow the utility to obtain payment for service but, also, to give notice to customers of their water usage and allow opportunity to mitigate water loss if such is occurring at the property. Here, DC failed to send bills in September and August and presumably October 2023 because the bill in dispute is dated November 30, 2023 and is for the period August 29, 2023 to November 29, 2023. Credit is given to the customer's testimony that she did not receive the HUNA and CUNA alerts from the utility and it was established that, at least, for alerts sent by telephone, the utility was sending the alerts to a wrong telephone number and based upon the customer's responsiveness to the telephone call made by DC Water on November 30, 2023- the customer called back on December 1st, it is improbable that the customer would have ignored the numerous alerts of high usage occurring at her property if, she received the same.

Accordingly, based upon DC Water's failure to bill the customer on a quarterly basis thus depriving her of the ability to mitigate water loss occurring at her property, the Hearing Officer


looks to 21 DCMR § 308.4 which dictates that whenever a meter, data collection device or transmitter fails to register correctly or collect, deliver, or transmit data or otherwise operate or bears evidence of having been tampered with, as determined by qualified personal of the Authority, the water charge for the interval in which the incident occurred shall be based on the average previous water consumption determined by meter readings.

DC Water is directed to adjust the customer's account to bill for the period 8/29/23 to 11/29/23 based average previous water consumption at the property.


Janet W. Blassingame, Hearing Officer
Date: Aug. 26, 2024

Copy to:

Ms. 

 Barnaby Terrace, SE
Washington, DC 20032

BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

DEPARTMENT OF CUSTOMER SERVICES

IN RE: William Ellis
Lena Ellis
1919 12th Street, NW
Washington, DC 20009

Service Address:
[REDACTED] 11th Street, NW

Account Number: [REDACTED]
Case No: 24-144842

Amount in Dispute: \$1,702.00

Before Janet W. Blassingame, Hearing Officer
July 26, 2024 at Noon

The customer contested a water and sewer bill for the period October 5, 2023 to December 4, 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 July 26, 2024. Present for the hearing were: Lena and William Ellis; Kristen Gibson and Kimberly Arrington on behalf of DC Water, as well as, Rona Myers, DC Water, observing only.

The property involved is a single-family investment residence owned by Lena and William Ellis since the late 1980's. The house has one and one-half (1 ½) bathrooms, a kitchen, dishwasher, washing machine, and two (2) outside faucets. During the period in dispute, the house was rented to a couple with a baby; the family was now vacated the property. With respect to historical usage, the owners stated that the water and sewer bill had been under \$100.00 until March 2023 when the bill was \$102.00. They stated that the water and sewer bill was \$200.00 in June 2023 but went down to \$107.00 the next billing cycle. They said that there was no meter reading in August 2023 but then, their bill was adjusted for September 14, 2023 and they do not know why the bill was adjusted. They said the bill was estimated for the period September 7, 2023 to October 4, 2023.

Mrs. Ellis stated that the tenants left to visit family in Canada on November 15, 2023 and were away from the residence until January 8, 2024. She stated that a friend came into the house to water the plants but she does not know the schedule of the plant watering.

Mrs. Ellis stated that she and her husband live around the corner from their rental property and they respond to their tenants by text or email.

Mrs. Ellis testified that they received an email from DC Water on December 12, 2023 and they were told that the utility wanted to reprogram the meter. She stated that the house has a water meter inside and, on the street, and that meter reads are transmitted from the street.

Mrs. Ellis stated that she took a picture of the inside of the water meter on December 14, 2023 and the meter read 401.33. She stated that on May 23, 2023, the meter read 412.57 on the inside meter.

Mrs. Ellis testified that, after receiving the email from DC Water, they went on December 12, 2023 and inspected the whole house and nothing was amiss. She added that they brought new toilets for the property in the Spring 2023.

Mrs. Ellis stated that they did not call a plumber but their handyman looked around the property and saw nothing amiss, as well.

Mrs. Ellis stated that the bill dated 1/4/24 for the period 12/5/23 to 1/4/23 was for \$46.22.

She stated that the tenants returned to the property on January 8, 2024.

William Ellis stated that DC Water was doing work on the water sewer system at the end of the block and that the work is on-going. He stated that he was not aware of any water shut-offs.

Mrs. Ellis stated that the water meter on the street was changed on April 29, 2024. Ms. Gibson interjected that the water meter was pulled for testing after the utility received the customers' Petition for Administrative Hearing. Ms. Gibson added that the water meter passed testing.

On cross examination, Ms. Ellis stated that she does not know the inside meter's number. She stated that she got notice on the 12th and went right away to the rental property. She stated that she went back on the 14th with the handyman and took the picture of the inside meter.

Ms. Gibson stated that high usage started on January 11, 2024. Mrs. Ellis responded that her tenants were only home for 23 days of the billing period.

Ms. Gibson pointed out that the rate changes after the first 4 CCF of water used. She stated that the first 4 CCF was billed at \$4.38 per CCF and, thereafter, the standard rate of \$5.70 per CCF is applied for a customer's water usage.

Ms. Arrington pointed out that the MTU at the property stopped transmitting reads in October 2021 and last meter read transmitted was September 2, 2022. She stated that field reads were done. She stated that the MTU was replaced on December 27, 2023.

Ms. Arrington stated that the bill in dispute covered two (2) months of water service and reflects 89.38 CCF of water used. She stated that between October 5th and December 4th, the

water usage was divided between 2 periods and usage was estimated for the period 10/5/23 to 11/1/23.

Ms. Gibson testified that the customers had been billed based upon actual meter reads. She stated that on December 27, 2023, the utility verified the meter read obtained on December 4, 2023. She stated that the MTU was replaced on December 27, 2023.

Ms. Gibson stated that no underground leak inspection was conducted because no water usage occurred until January 11, 2024 on the water meter.

Ms. Gibson stated that the meter test performed on May 1, 2024 determined that the water meter had 100.18% accuracy. She explained that DC Water follows the standard established by the American Water Works Association that a water meter is functioning accurately if between 98.5% and 101.5%.

Ms. Gibson asserted that any work done in the public space does not affect an individual's service line.

Ms. Gibson stated that, based upon the utility's investigation of the bill dispute, the conclusion of DC Water is that the findings are inconclusive of the cause of the excessive usage and as such, 21 DCMR §408.1 is applicable and no adjustment is warranted.

Ms. Arrington interjected that a water meter does not auto-correct. She asserted that DC Water cannot tell the customers what went on at the property. She stated that there were no alerts because the MTU was not working.

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

FINDINGS OF FACT

1. The property involved is a single-family home owned by Lena and William Ellis which during the period in dispute was rented to a couple with a baby. (Testimony of Lena Ellis)
2. The period in dispute is October 5, 2023 to December 4 2023. (The record in this matter)
3. The tenants were away from the property from November 15, 2023 to January 8, 2024, however a friend had access to the inside of the house for the purpose of watering the plants. (Testimony of Lena Ellis)
4. The MTU at the property stopped transmitting meter reads as of October 2021 and the utility billed based upon field reads and/or estimated reads until the device was replaced on December 27, 2023. (Testimony of Ms. Gibson and Ms. Arrington)
5. DC Water estimated that customers' water usage for billing dated 9/6/2023, It estimated billing for 10/4/2023. It estimated billing for 11/1/2023 and it did a field read for billing 12/4/2024, but did not bill to the customer until bill dated 12/12/23. (DC Water Meter

Reading-Billed document)

6. The customer testified that there was no meter read in August 2023; DC Water's meter readings reflect that the utility did an Office Estimated Read. (Testimony of Lena Ellis and DC Water Meter Reading-Billed document)
7. High water usage occurred at the property sometime between 9/7/2023 and 12/27/2023 when the MTU was reprogrammed. DC Water cannot give the dates of when high water usage occurred at the property because the MTU was not transmitting meter reads until the MTU was reprogrammed on December 27, 2023. (Testimony of Ms. Gibson and Ms. Arrington; the record in this matter; DC Water Meter Readings-Billed document)
8. No water usage registered on the water meter after the MTU was reprogrammed on December 27, 2023 until January 11, 2024. (Testimony of Ms. Gibson)
9. DC Water tested the water meter and the meter was determined to have 100.18% accuracy., (Testimony of Ms. Gibson)
10. No underground leak inspection was conducted by DC Water because of the period that no usage registered on the water meter. (Testimony of Ms. Gibson)
11. DC Water conducted the property owners by email on December 12, 2023 to advise of high usage and that the utility wanted to reprogram the MTU. (Testimony of Mrs. Ellis)
12. The property owner inspected the rental property on December 12, 2023 and went back with a handyman on December 14, 2023 and on both occasions found nothing amiss. (Testimony of Mrs. Ellis)

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. Meters shall be read quarterly or at such other times as the General Manager shall determine. (See, 21 DCMR §308.1)
4. If at any time, a meter, data collection device or transmitter fails to register correctly or collect, deliver, or transmit data or otherwise operate or bears evidence of having been

tampered with, as determined by qualified personal of the Authority, the water charge for the interval in which the incident occurred shall be based on the average previous water consumption determined by meter readings. (21 DCMR 308.4)

DECISION

The customers successfully established a prima facie case that they should not be responsible for payment of the bill in dispute. The customers premised their dispute of the bill based upon their tenants not having been in residence during a large portion of the billing period and their inspection of the property, after notice by the utility, and their finding of nothing amiss. During the hearing, however, testimony and evidence established that the MTU was not functioning at the property since October 2022 and the MTU was not replaced upon December 27, 2023. The utility's Meter Readings-Billed document revealed that the customers had been billed upon estimates since a last meter read of September 6, 2023 until a field read was done on December 4, 2023. The December 4th field read reflected 89.38 CCF of water used since the last reading. DC Water, however, did not advise the customer of the field read of December 4th and instead did an office estimate of usage, dividing the field read results, into two (2) parts, reflecting an estimated read on 11/1/2023 billing and a field read on December 4, 2023. (See, DC Water Meter Readings-Billed) The problem is that neither the customer nor DC Water, actually, knows when the high usage occurred because there was no field read performed until December 4th and as such, the utility's reflection of 53.23 CCF used before 11/1/2023 and 9/7/2023 is not based upon data, but merely an office estimated dividing the total usage read on 12/4/2023 into 2-parts.

21 DCMR § 308.1 dictates that DC Water is to read a water meter on a quarterly basis. Here, even though the water bill dated 12/12/23 reflects a period of 61 days, the customer's water usage had been estimated from 9/7/2023 to 12/4/2023 when a field read was obtained, thus the customer went for 3 billing periods without a read of the water meter. Even after the field read was obtained the customer had no knowledge of anything amiss at the property until receipt of the email on December 12, 2023.


The purpose of obtaining meter reads and sending bills to customers is allow the utility to obtain payment for service but, also, to give notice to customers of their water usage and allow opportunity to mitigate water loss if such is occurring at their property. While the utility did test the water meter, it cannot overcome its failure to read and bill the customer on a quarterly basis on either a field read or electronically transmitted meter read by the MTU.

21 DCMR § 308.4 dictates, in part, that, if at any time, a data collection device or transmitter fails to register correctly or collect, deliver, or transmit data or otherwise operate, the water charge for the interval in which the incident occurred shall be based on the average previous water consumption determined by meter readings.

There is no dispute that the MTU at the property stopped working and the utility was

billing the customer based upon field reads and/or estimated usage. While the bill in dispute does not reflect more than 90 days between a reading of the meter, DC Water's documents show that the customer had not received a bill based upon a meter read from September 7, 2023 until December 12, 2023, thus exceeding the required quarterly read of the water meter.

Accordingly, DC Water is directed to adjust the customer's account based on the average previous water consumption determined by meter readings for the period in dispute- 10/5/23 to 12/4/23.


Janet W. Blassingame, Hearing Officer
Date: Aug. 26, 2024

Copy to: William and Lena Ellis
1919 12th Street, NW
Washington, DC 20009

BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

DEPARTMENT OF CUSTOMER SERVICES

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

Account Number: [REDACTED]

<u>Periods in Dispute</u>	<u>Amount in Dispute</u>	<u>Case Number</u>
8/23/23 – 9/25/23	\$454.91	24-71451
9/26/23 – 10/24/23	\$414.72	24-75489

Before Janet W. Blassingame, Hearing Officer
July 31, 2024 at 10:00 a.m.

The customer contested a water and sewer bill 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 July 31, 2024. Present for the hearing were: [REDACTED] Stephanie Robinson on behalf of DC Water; as well as, Kimberly Arrington, DC Water, and, Marsha Thomas- Director of Customer Care, DC Water, observing only.

The property involved is a single-family residence owned and occupied by [REDACTED] for the past eighteen (18) years. The house has three and one-half (3 ½) bathrooms, a kitchen, washing machine, dishwasher, radiators, utility sink, two (2) outside faucets, and an irrigation system.

Ms. [REDACTED] stated that she saw a sudden jump in her water and sewer bill from the previous billing so she called a plumber who checked the lid of the water meter and saw that the LED screen was not working. She stated that the plumber checked for leaks and did not find anything amiss. She stated that she wondered why the meter was not fixed by DC Water and she stated that she received no notification of high usage.

Ms. Robinson stated that the customer's current bill is \$448.88 and that her prior bill (6/24) was \$511.78 and her bill in May 2024 was \$398.93. Ms. Robinson stated that prior to August 2023, the customer's bills were: 8/22/23- \$263.04; 7/25/23- \$449.16; 5/22/23- \$147.63; and 6/23- \$338.81.

Ms. [REDACTED] asked Ms. Robinson what is a typical bill for two (2) people in a home

and Ms. Robinson responded that she cannot look at the customer's bill history.

Ms. [REDACTED] stated that the irrigation system was serviced in May 2023 and that the system runs twice a week from May to October yearly. The Hearing Officer interjected that one can see on the usage graph of the customer's bills that usage increases at the property in the Summer from June to October.

Ms. Robinson stated that water usage rates changed on October 13th.

Ms. [REDACTED] stated that the house had the irrigation when she brought the house eighteen (18) years ago. She stated that she does not have a sub-meter for the irrigation system. Ms. Robinson pointed out that the customer is paying sewer charges for all water used at the property, including water used by the irrigation system.

Ms. Robinson stated that DC Water came out to the property to change the MTU after being told of the blank display screen. She stated that the service technician did not fix the water meter but did replace the MTU. She pointed out that the water meter registers water usage independent of the MTU. She explained that the meter is activated by a magnet screen which may be blank but its still calculating usage. Ms. Robinson asserted that after the MTU was replaced, water usage was in-line and meter reads were sequential.

Ms. Robinson testified that the charges are based upon actual meter reads and that the meter reads from the property are consistent. She asserted that no faulty computations were found.

Ms. Robinson stated that the meter display screen can be blank and one must open and closed the lid to the meter to wake up the screen. She stated that the MTU was replaced on June 26, 2023.

She stated that the utility did not conduct an underground leak investigation because water usage went back to normal. She stated that DC Water pulled the water meter for testing on April 30, 2024 and the meter was determined to have 100.41% accuracy. Ms. Robinson explained that DC Water follows the standards set by the American Water Works Association regarding water meter accuracy and that a meter is functioning appropriately if its accuracy is between 98.5% and 101.5%.

Ms. Robinson concluded stating that no adjustment is warranted based upon 21 DCMR § 408.1 because the findings are inconclusive as to the cause of the excessive water usage.

Ms. Robinson explained that DC Water pulled the water meter from the property as part

of its normal preparation for an administrative hearing. She reiterated that the utility, in its investigation, found no evidence of faulty computation of the customer's bill.

Ms. [REDACTED] stated that she still wonders if the water meter was working. Ms. Robinson stated that the customer's summer water usage is consistent historically. Ms. [REDACTED] stated that she is convinced that the increased water usage was due to the water meter for she is using the same amount of water.

Ms. Robinson informed the customer that late charges have been removed from the account.

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

FINDINGS OF FACT

1. The property involved is a single-family residence owned and occupied by [REDACTED] (Testimony of Ms. [REDACTED])
2. The periods in dispute are 8/23/23 to 9/25/23 and 9/26/23 to 10/24/23. (The record in this matter)
3. The customer noticed a jump in her water and sewer bill and in response, she contacted a plumber who inspected her property on June 16, 2023. The plumber found no leaks but did observe that the screen of the water meter was blank and would not activate when water was run in the house. The plumber surmised that the power supply to the meter has died. (Testimony of Ms. [REDACTED]; James A. Wheat & Sons, Inc. plumber's report dated June 16, 2023.)
4. The customer runs an irrigation system from May to October each year. (Testimony of Ms. [REDACTED])
5. Usage at the property increased starting with the June 2023 bill statement and remained high through the October 2023 bill statement. (Bill Statement dated 10/24/2023; see also, DC Water Meter Readings-Billed document in the customer's zip file)
6. The Usage At A Glance (CCF) graph on the customer's 10/24/2023 Bill Statement reflects increase water usage occurred in October 2022 and that the usage decreased significantly in November 2022 and remained low through the May 2023. (See, Bill Statement dated 10/24/2023)
7. DC Water replaced the MTU at the property on June 26, 2023. (Testimony of Ms. Robinson)
8. DC Water had a rate change effective October 23, 2022. (Testimony of Ms. Robinson)
9. The customer does not have a sub-meter on the irrigation system and, as such, she is charged for all water used at the property including water used by the irrigation system, even though such water does not go into the sewer system. (Testimony of the parties)

10. DC Water's bill dispute investigation found no evidence of faulty computation or faulty meter and the customer was billed upon actual meter reads. (Testimony of Ms. Robinson)
11. The utility tested the water meter and the water meter was determined to have 100.41% accuracy. (Testimony of Ms. Robinson)
12. DC Water did not conduct an underground leak inspection because usage at the property decreased. (Testimony of Ms. Robinson)
13. Water usage at the property was consistent with historical water usage at the property during the summer. (Testimony of Ms. Robinson)

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

DECISION


The customer failed to establish a prima facie case that the bills in dispute were wrong or for some other reason she should not be held responsible for payment.

The evidence and testimony established that there was an irrigation system in use at the property from May to October each year. The customer noticed an increase in her bill in June 2023 and a plumber found no leaks but observed that display screen on the meter was blank. The plumber believed that the power supply to the meter had died. DC Water conducted its investigation of the customer's bill disputes and found that the water meter was functioning appropriately, that the customer's bill had been computed correctly, and that the customer had been billed based upon actual meter reads transmitted from the property. DC Water's representative explained that the meter screen may be blank but the meter is still registering water usage and one must open and close the lid to the meter to activate the screen. The plumber wrote that "when I opened the flip door the readings didn't come on" and after running water from the bathroom, the meter still was not displaying the water usage. (See, plumber's report dated June 16, 2023) The plumber made no mention of opening and closing the lid to the water meter and seem to believe that running water would activate the screen which is contrary to DC Water's statement of how to activate the screen. Testimony from DC Water, also, established that DC Water replaced the MTU at the property but not the water meter until the customer petitioned for an administrative hearing and, then, after testing the water meter was fine. Lastly, evidence and testimony established that the customer's usage was consistent with historical water usage during the periods involved.

DC Water asserted that 21 DCMR § 408.1 was applicable. Said regulation dictates that no adjustment will be made for excessive water use when all tests and checks fail to find a cause of the usage. In this case, the preponderance of the evidence points to the customer's irrigation system use as having caused increased water usage during the periods in dispute. Also, it was established that there was a rate increase since the last summer billing periods and that the customer was paying for all water used at the property including that used by the irrigation system even though water used by the irrigation system does not go into the sewer system. It was determined that if the customer had a sub-meter to isolate and measure water used by the irrigation system, her bill would be reduced in that she would not be paying sewer charges for water used for irrigation.

Based upon the foregoing, the Hearing Officer determines that the customer's increased bill charges for the periods in dispute were caused by use of the irrigation system and a rate increase, coupled with the lack of a sub-meter on the irrigation system to eliminate sewer charges on water used to irrigate the ground during the summer months. There was not evidence, based upon the investigation by DC Water and by the customer's plumber, to support a finding that DC Water and/or its equipment caused increased usage or inappropriate charges to the customer's account.

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


Janet W. Blassingame, Hearing Officer

Date: Aug. 26, 2024

Copy to:

Ms. [REDACTED]

[REDACTED] Webster Street., NW
Washington, DC 20011

BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

DEPARTMENT OF CUSTOMER SERVICES

IN RE: Demetra Weir

4635 Bridgemont Place

LaPlata, MD 20646

Service Address:

16th Street, NE

Account Number: [REDACTED]

Case No: 24-458516

Amount in Dispute: \$3,339.29

Before Janet W. Blassingame, Hearing Officer

July 31, 2024 at Noon

The customer contested a water and sewer bill for the period July 11, 2023 to October 6, 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 July 31, 2024. Present for the hearing were: Demetra Weir; Stephanie Robinson, on behalf of DC Water, as well as, Kimberly Arrington and Rona Myers, DC Water, observing only.

The property involved is a row house owned by Demetra Weir since year 2006. The property has two and one-half (2 ½) bathrooms, a kitchen, dishwasher, washing machine, and one outside faucet. The property had been rented to a tenant with six (6) people living in the home, however the tenant vacated the property without notice to the property owner on or about December 10, 2023.

Ms. Weir stated that her tenant was responsible for payment of the water and sewer bill, however, the tenant vacated the property leaving an arrearage on the bill. Ms. Weir stated that historically the water and sewer bill ranged between Two Hundred Dollars (\$200.00) and Three Hundred Dollars (\$300.00) per billing cycle. She added that the tenant did not seek assistance for payment of the bill arrearage.

Ms. Weir testified that the property was inspected in August 2023 by herself with a plumber- A & J Plumbing but she did not submit the plumber's report for the hearing. She stated that she and the plumber were back inspecting the property in September and October. She stated that all water sources were looked at, and, in September, the washers in the sinks and bathrooms were changed.

Ms. Weir acknowledged receiving alerts from DC Water. She stated that she contacted the tenant who said that everything was alright. Ms. Weir was read a note in the Interaction Notes of DC Water dated 10/12/23, in which it was noted that the tenant informed the customer service representative that a toilet was running in the house.

Ms. Weir asserted that she did what she could to see what was running.

The Hearing Officer informed the customer that she could submit her plumber's report post-hearing but her submission deadline was August 8, 2024. Ms. Weir denied any knowledge of what could have caused high usage at the property. She stated that the tenant vacated in November 2023 but she did not know that the tenant had vacated the house until December.

Ms. Weir asserted that DC Housing was to verify that the tenant did not leave a water and sewer bill over Fifty Dollars (\$50.00). Ms. Weir testified that she was on travel in December 2023 and when she did not receive rent payment from the tenant, she telephoned DC Housing on December 11, 2023 and was told that the tenant had moved. Ms. Weir complained that the tenant vacated leaving burning candles in the basement of the house. She, also, stated that the lights and the gas were off at the property.

Ms. Weir stated that she is currently in the process of renovating the property but there is no indication of a water leak.

Ms. Weir stated that she has been able to obtain her tenant's whereabouts and address and she is taking the tenant to court.

Ms. Weir asserted that she has done her due diligence in trying to find a cause of the usage. She stated that she told the tenant to check the house and she, personally, went to the house three (3) times. She stated that she has never had an issue regarding her water bill before.

Ms. Robinson stated that the customer's charges were based upon actual meter reads.

Ms. Robinson testified that the tenant informed DC Water on October 12, 2023 of a running toilet. Referenced was made to page 16 of the DC Water Interaction Notes dated October 12, 2023 where [REDACTED] telephoned DC Water stating that she has gotten a high-water bill. In the note, the tenant is advised that there was high water usage at the property and Ms. [REDACTED] stated that the basement toilet was running. The caller was advised that she will have to pay the water bill or can be set up for a payment arrangement. The note indicated that Ms. [REDACTED] was upset and hung up before the representative could provide to her assistance program information. The Interaction Note on the same date but two minutes earlier memorialized that Ms. [REDACTED] called regarding the high bill and was advised to reach out to the landlord. The note indicated that the landlord was notified by email on 10/10/23 regarding the extended bill and continuous usage from 8/19 – 9/26. The note continued that the tenant was advised to speak with the landlord to have a DC licensed plumber check the property for leaks and that the bill dispute process was explained to the caller.

Ms. Weir acknowledged that [REDACTED] was the tenant occupying the property.

Ms. Robinson stated that she requested the plumber's report from the property owner on October 19, 2023 so that the utility could consider the plumber's findings. Ms. Robinson stated that Ms. Weir, on November 3, 2023, informed her that she had a licensed plumber but Ms. Robinson stated that the customer failed to submit the plumber's report to DC Water.

Ms. Robinson stated that the utility completed its investigation of the customer's bill dispute on December 2, 2023. She stated that the utility did not conduct an underground leak investigation or meter test based upon the tenant's report of the existence of a defective toilet at the property and the fact the water usage at the property returned to normal. Ms. Robinson cited 21 DCMR §408.1 and 406.2 as authority for the utility's determination that the charge was valid and there was no basis to adjust the customer's account.

It was pointed out to Ms. Weir that DC Water sent multiple CUNA alerts of continuous water usage occurring at the property. The alerts started July 12, 2023 and continued to October 16, 2023, totaling 38 alerts in the period. The Hearing Officer pointed out that there were CUNA alerts sent in February 14 and 15, 2024 as well.

Ms. Weir stated that she was not receiving emails around October 2023. She did verify that the telephone number and email address utilized by DC Water from her account record were correct.

Ms. Weir contacted DC Water on October 12, 2023- the day she received her bill statement and said that she gets an email advising that the bill is issued.

Ms. Robinson stated that the bill at issue is for 88 days. She pointed out that DC Water is authorized to issue bills to customer for a period exceeding 30 days. She stated that the customer's dispute was made on October 19, 2023.

Post-hearing, Ms. Weir submitted a letter dated 8/5/2024 bearing the typewritten name of Adrian Parrish, A & J Plumbing with a telephone number. On its face, the letter is not on the letterhead of a plumbing company, the letter is unsigned, and the letter lacks the license number of Adrian Parrish or any other indication of licensing in the District of Columbia. The substance of the letter is that the property was inspected on August 16, 2023, September 7, 2023 and after the tenant vacated, and no leaks were found.

Based upon the foregoing testimony and evidence adduced during the hearing, as well as, the post-hearing submission by the property owner, the Hearing Officer makes the following:

FINDINGS OF FACT

1. The property involved is a single-family rental owned by Demetra Weir. (Testimony of Ms. Weir)
2. The period in dispute is 7/11/23 to 10/6/23- a period of 88 days. (The record in this matter)
3. DC Water sent CUNA alerts to the property owner. The first CUNA alert was sent July 12, 2023 and alerts were sent on July 13, 28, 30 and 31, 2023. CUNA alerts were sent on August 4 and 12, 2023 and thereafter CUNA alerts were sent everyday starting August 23 thru September 18, 2023. Additionally, CUNA alerts were sent by DC Water in October 2023 and February 2024. (DC Water Interaction Notes contained the customer's zip file)
4. The property owner acknowledged that the telephone number and email address utilized by DC Water for CUNA alerts were her telephone number and email address. The property owner stated that she was not getting emails in October 2023. (Testimony of Ms. Weir)
5. The tenant, [REDACTED] contacted DC Water and stated that there is a running toilet in the basement of the house. (pg. 16, DC Water Interaction Notes)

6. DC Water advised the tenant that continuous usage was occurring at the property from 8/19 - 9/26. (pg. 16, DC Water Interaction Notes)
7. The property owner purports that she, with a plumber, inspected the property for leaks on in August, September and October 2023 and no leaks were found. (Testimony of Ms. Weir)

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. Meters shall be read quarterly or at such other times as the General Manager shall determine. (Sec, 21 DCMR §308.1)
4. 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)
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. The property owner is the ultimate responsible party to pay for water and sewer services at a property and the obligation to pay DC Water's water and sewer charges runs with the property where the water services are rendered. See, Euclid Street, LLC v. D.C. Water and Sewer, 41 A. 3rd 453, D.C. Court of Appeals 2012

DECISION

DC Water sent the customer multiple CUNA alerts during the period in dispute. The customer asserted that she was not getting her emails in October 2023 but the alerts started in July 2023, continued in August thru September 2023, with isolated alerts in October 2023 and February 2024. The property owner acknowledged that the telephone number and email address used by the utility for alerts were hers. Moreover, the property owner asserted that she did her

due diligence in trying to find the problem and that she inspected the property in August, September and October 2023 and no leaks were found.

Prior to the administrative hearing, the property owner did not submit a plumber's report. Post-hearing the property owner submitted a letter purported to be from a plumber named Adrian Parrish. The letter was not on company letterhead, The letter was not signed by Adrian Parrish. The letter lacked note of a plumber's license. The letter bore the date of 8/5/2024 and as such it was not a plumber's invoice or report prepared at time of alleged service provided. As such, the Hearing Officer gives no credit to the letter as a plumber's report by a licensed D.C. plumber and no credit is given to the statements contained therein as true and correct.

The Hearing Officer does credit the property owner's testimony that she went to the property on three (3) occasions. The fact that the property owner inspected the property for leaks during the period in dispute confirms that she received alerts of a problem at the property or that her tenant informed her of a problem at the property.

The evidence established that the tenant telephoned DC Water and advised of the existence of a running toilet at the property.

The property owner testified that the tenant did not obtained assistance for payment to the landlord, even though she expected the tenant to do so. The property owner failed to specify if the assistance was for rent arrearage or for utility payments but the property owner noted that the tenant moved without giving notice and her displeasure with DC Housing that the agency allowed the tenant to move leaving an outstanding water and sewer bill exceeding Fifty Dollars (\$50.00).

21 DCMR § 406 states that the property owner is responsible for excessive water usage caused by a household fixture, such as a toilet. In this case, the tenant told DC Water that a running toilet was in the basement of the house.


21 DCMR § 408 dictates that DC Water is to read a water meter at least on a quarterly basis. In this case, the utility had meter reads but delayed billing for 88 days- 2 days before expiration of a quarter which is 90 days or more.

The purpose of requiring quarterly meter reads is to ensure the utility's prompt payment and to allow a customer to have notice of any possible problem occurring at his/her property of which the owner is otherwise unaware until a bill is received reflecting high-water usage.

Laches is a form of equity giving relief when one party fails to do something for an unreasonable period and as a result of the failure, another party is harmed. Equity gives no defense to the property owner in this case, for the property owner was given repeated alerts of a problem existing at her property. Also, DC Water billed within the quarter period, even though only by days; as such, the utility was not in fault of its obligation to the customer.

The property owner stated that she plans to sue the tenant in court and that it was the tenant's obligation to pay the water bill. DC Water is not a party to contracts between landlords and tenants and such disputes must be resolved by the landlord and tenant. Pursuant to DC law, the property owner is responsible for payment to DC Water for water services and the obligation runs with the property.

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


Janet W. Blassingame, Hearing Officer

Date: Aug. 26, 2024

Copy to:

Ms. Demetra Weir
4635 Bridgemont Place
LaPlata, MD 20646

BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

DEPARTMENT OF CUSTOMER SERVICES

IN RE: Lincoln Park Overlook Condo
c/o Michael Healy, agent/property manager
K+M Property Management, LLC
P.O. box 11345
Washington, DC 20008

Service Address:
[REDACTED] E. Capitol St. SE

Account Number: [REDACTED]
Case No: 24-196211

Amount in Dispute: \$3,695.43

Before Janet W. Blassingame, Hearing Officer
August 2, 2024 at 10:00 am

The customer contested a water and sewer bill for the period September 19, 2023 to November 16, 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 August 2, 2024. Present for the hearing were: Michael Healy of K+M Property Management; Stephanie Robinson, on behalf of DC Water, as well as, Kimberly Arrington and Rona Myers, DC Water, observing only.

The property involved is a multi-use building having a store front dry cleaner's and seven (7) apartment units. Each apartment unit has a kitchen, washer/dryer combo, and one bathroom. The store has one toilet with water closet. The building has one outside faucet and one water meter. Historically, the water and sewer bill for the building has ranged between \$350.00 and \$400.00.

Mr. Healy asserted that his company has managed the property for ten (10) years and there have been, only, two (2) times when the water and sewer charge was abnormal since year 2020. He stated that in June 2020, several running toilets were found and in July 2022, a leaking toilet was found. He asserted that the water bill has been under \$400.00 except for these instances.

Mr. Healy stated that when the bill now in dispute was received, he had everyone, all tenants, do dye tests. He stated that no one found a problem. He stated that the subsequent month's bill was high as well, but, then water usage decreased. He stated that by the third successive month, the water bill was in the low \$300's.

Mr. Healy stated that he does not recognize the telephone number of file with DC Water but he did receive an email from DC Water.

The Hearing Officer asked DC Water's representative to call the telephone number on the account and Ms. Arrington did so and reported that when she dialed the telephone number, a voice message said the number was being forwarded.

Mr. Healy stated that he did not hire a plumber to investigate the high usage and no corrective action was taken yet the usage and charge went down.

Mr. Healy pointed out that all the water and sewer bills have been paid except for the bill in dispute.

Ms. Robinson stated that Mr. Healy contacted DC Water on November 30, 2023. She stated that the last alert was sent by DC Water on November 27, 2023. She, further, asserted that the only bill in dispute is the bill dated 11/20/23. Ms. Robinson pointed out that the bill dated 12/18/23 was deemed to have been not timely disputed. It was also noted that in the customer's file, the customer was informed of DC Water's intent to file a Motion to Dismiss regarding the 12/18/23 dated bill. Mr. Healy responded that he sent DC Water an email on November 30, 2023. He, also, stated that he has managed the building since 2017.

Ms. Robinson asserted that the customer was billed based upon actual meter reads that were sent electronically from the property.

Ms. Robinson stated that DC Water sent high water usage alerts by telephone message to the telephone number on account file. Ms. Robinson read the HUNA alerts as having been made on: October 6, 11, 16, 17, 22, 35, 31, 2023; and, on 11/3, 6, 9, 12, 15, 18, 21, 24, and 27, 2023.

Ms. Robinson stated that DC Water completed its investigation of the bill dispute on February 20, 2024. She stated that no underground leak inspection was conducted because water usage at the building returned to normal. She stated that the water meter was pulled for testing and the water meter was determined to have 99.55% accuracy which is within the accepted range of meter accuracy per the standard set by the American Water Works Association.

Ms. Robinson asserted that the charges were valid and no adjustment to the customer's account was warranted pursuant to 21 DCMR §408.1 based upon the inconclusive findings of the tests and checks conducted.

Mr. Healy questioned the water meter test having been conducted in May, 2024. He asserted that the water meter was not operating normally during the period in dispute. Ms. Robinson responded that DC Water protocol is to pull the water meter for testing after a customer files a petition requesting an administrative hearing. Ms. Robinson added that water usage at the property went back to normal in January 2024. She also asserted that a water meter does not self-correct.

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

FINDINGS OF FACT

1. The property involved is a multi-use building having a storefront dry cleaner and seven (7) apartment units. (Testimony of Michael Healy)
2. The period in dispute is September 19, 2023 to November 16, 2023. (The record in this matter)
3. DC Water attempted to alert the customer of high-water usage occurring at the property by its electronic HUNA alert system. Alerts were sent by telephone using the telephone number on file in the customer's account. The utility's system indicated that the alert was successfully sent, however, customer stated that he did not recognize the telephone number utilized. (Testimony of the parties; DC Water's Interaction Notes)
4. HUNA alerts were sent on: October 6, 11, 16, 17, 22, 35, 31, 2023; and, on 11/3, 6, 9, 12, 15, 18, 21, 24, and 27, 2023. (Testimony of Ms. Robinson; DC Water Interaction Notes)
5. The Property Manager was unaware of anything amiss at the building until receipt of the bill dated 11/20/23 and, in response to the bill, he asked the tenants to conduct dye tests. The tenants reported no leaks found. A plumber was not hired to inspect the building. (Testimony of Mr. Healy)
6. The Property Manager contacted DC Water regarding the bill on November 30, 2023. (Testimony of Ms. Robinson)
7. The meter reads upon the charge was based were actual reads and sent electronically to the utility. (Testimony of Ms. Robinson)
8. The water meter was tested and determined to have 99.55% accuracy. (Testimony of Ms. Robinson)
9. Water usage at the property declined by to within normal range in January 2024 and, as such, the utility did not conduct an underground leak inspection. (Testimony of Ms. Robinson)

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. Meters shall be read quarterly or at such other times as the General Manager shall determine. (See, 21 DCMR §308.1)
- 4. 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.")
- 5. The property owner is the ultimate responsible party to pay for water and sewer services at a property and the obligation to pay DC Water's water and sewer charges runs with the property where the water services are rendered. See, Euclid Street, LLC v. D.C. Water and Sewer, 41 A. 3rd 453, D.C. Court of Appeals 2012.

DECISION

The customer failed to establish a prima facie case that the bill in dispute was wrong or for some other reason, his customer should not be responsible for its payment.

The property manager, Mr. Healy, was unaware of the high usage alerts sent by the utility advising of high usage occurring at the property until receipt of the bill dated 11/20/2023. Mr. Healy did not testify as to the date of receipt of the bill and he did not testify as to when he had the tenants perform dye tests in their units. Mr. Healy did not testify that he supervised the testing of toilets and he did not hire a plumber to inspect the building for any plumbing issues that may have caused high usage. The implication of the testimony was that Mr. Healy relied upon the building occupants to test the toilet and relay to him the test results of their respective units/store. The last alert sent by DC Water was on November 27, 2023; Mr. Healy emailed the utility about the usage on November 30, 2023. Based upon testimony and evidence presented usage declined at the property by January 2024. According to the billed meter readings, usage declined sometime before or after the December 15, 2023 meter read when usage was noted at 165.2 CCF and the January 17, 2024 meter read when usage noted at 15.2 CCF. (See, DC Water Meter Readings-Billed)

On the DC Water's part, the utility sent multiple alerts of high usage occurring at the property. The testimony established that the property manager was unaware of the telephone number of file with the utility. Alerts, however, are a courtesy provided by the utility and it is the customer's responsibility to establish an on-line account and provide contact information to the

utility to facilitate receipt of alerts. DC Water sent the alerts and had not way of knowing that the alerts did not reach the customer since the alerts went to a working telephone number and the telephone was answered which signified to the utility that the alerts were successful. DC Water, also, tested the water meter and the meter was determined to be functioning appropriately. Lastly, DC Water established that water usage returned to normal without any intervention by the utility which told the utility that the cause of the excessive usage was not an underground leak.

The bill at issue covered a period of 59 days. Pursuant to the Municipal Regulations, DC Water is obligated to read a customer's water meter at least on a quarterly basis. As such, the utility complied with its meter reading requirement. (See, 21 DCMR § 308.1


As noted by Ms. Robinson, the test of the water meter did not find anything wrong with the meter.

The utility was able to rule out the existence of an underground leak.

Lastly, the tests by the tenant failed to reveal any problems. It is noted, however, that the dye tests may have occurred after the problem stopped in that the last alert was sent November 27, 2023 and the property manager contacted the utility on November 30, 2023 regarding in the bill and the property manager did not testify as to when the dye tests were conducted.

In conclusion, the property owner is responsible for what occurs at the property. 21 DCMR § 408.1 dictates that when all tests and checks fail to disclose the cause of high usage at a property, the utility does not adjust a customer's account for such usage. Accordingly, in this case, as asserted by Ms. Robinson, the findings of cause are inconclusive.

As such, 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: Aug 26, 2024

Copy to:

Lincoln Park Overlook Condo
c/o K+M Property Management LLC
Attn: Michael Healy
P.O. Box 11345
Washington, DC 20008

MBEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

DEPARTMENT OF CUSTOMER SERVICES

IN RE: Laurence D. Chitlik
703 Locust Street
Cambridge, MD 21613

Service Address:
[REDACTED] 6th Street, NE

Account Number: [REDACTED]

<u>Period</u>	<u>Amount in Dispute</u>	<u>Case Number</u>
8/4/2023 – 9/6/2023	\$1,054.61	23-589407
9/7/2023 – 10/4/2023	\$246.79	24-46041

Before Janet W. Blassingame, Hearing Officer
September 6, 2024 at 10:00 a.m.

The customer contested a water and sewer bill 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 September 6, 2024. Present for the hearing were: Stephanie Robinson on behalf of DC Water, as well as, Kimberly Arrington and Rona Myers, DC Water, observing only. The property owner, Laurence Chitlik, waived his appearance and requested that his written submissions serve as his testimony in this matter. Mr. Chitlik represented in an email to DC Water transmitted on June 27, 2024 that he was retired, disable, and, just, had a major heart attack. He wrote that he addressed all relevant issues that needed consideration in his written submission and his response would not change were he able to participate in the virtual hearing. DC Water had no objection to Mr. Chitlik's waiver of appearance and, as such, this matter proceeded with DC Water presentation of its position in this matter.

The property involved is a duplex residence, which during the period involved, was occupied by [REDACTED] and family, who rented the upper level unit; the lower level unit was unoccupied.

Ms. Robinson read into the record Mr. Chitlik's Statement of Facts signed November 13, 2023 concerning the disputed charges; the statement accompanied the customer's Petition for Administrative Hearing. In his statement, Mr. Chitlik represented that there was a spontaneously occurred toilet leak in the lower level. He pointed out that [REDACTED] did not have routine access to the lower unit apartment and she was not aware of the defective toilet. He asserts that DC Water should have notified him and his tenant, [REDACTED] of the tremendous increase in water usage within a day or so. He cited his medical condition and stated that he cannot actively keep up with email notices. He stated that he only received notice from DC Water relative to this leak

2 – 3 weeks later (by that time it was September) and he proceeded to contact the tenant [REDACTED] occupying the upstairs apartment. He stated that he immediately arranged access for [REDACTED] to enter the lower-level apartment and she immediately noted the running toilet and contacted a plumber. Mr. Chitlik asserted that the utility should give notice of high usage to both the owner and tenant and that Ms. [REDACTED] never received notice from the utility of dramatically increased consumption. He further asserted that electronic email notifications should go out much sooner than 2 – 3 weeks after increased usage is observed electronically by the utility. The property owner argued that DC Municipal Regulation 21-406.2 should not apply to the water bills in dispute and that 21-407.4 was more applicable. Lastly, he points out that he took steps to have the leak repaired, repairs were made by a licensed plumber and the request for adjustment was promptly made. He asserted that there was no negligence on his part as the owner or by the occupant and that they are supporters of water conservation. Mr. Chitlik submitted a copy of a plumber's report by Michael & Son Services dated September 15, 2023, as well as, copy of the Bill Summary dated 9/11/23 and the Bill Summary dated 10/5/23. Mr. Chitlik referenced a letter by [REDACTED] as having accompanied his Statement, however Ms. Robinson could not find such letter in the customer's record. Ms. [REDACTED] was not present for the hearing.

Ms. Robinson testified that the charges were based upon actual meter reads and that there is no indication of faulty computation. She stated that DC Water did not conduct a meter test or underground leak inspection because the plumber's report submitted by the property owner stated that the plumber replaced the toilet flapper and fill valve within the tank of the toilet.

Ms. Robinson testified that DC Water started sending alerts of high-water usage occurring at the property as of August 6, 2023 and the alerts continued to be sent thru September 12, 2023. She stated that the alerts were sent to telephone number 703-xxx- 7076 which is the telephone number linked to the property owner's water account.

Ms. Robinson asserted that pursuant to 21 DCMR 406.2 the customer is not entitled to any adjustment for excessive water consumption because the high usage was caused by a leaking fixture. She reiterated that the plumber's report cited replacement of a toilet flapper and fill valve.

With respect to the property owner's allegations that the utility should have sent alert notice to both him and his tenant, Ms. Robinson stated that it is the property owner's responsibility to change the method of communication by DC Water for alerts.

Ms. Robinson asserted that the alerts of high-water usage by DC Water were sent in a timely fashion. She further pointed out that on May 20, 2024, the telephone number utilized by the utility to send alerts to Mr. Chitlik was identified as being Mr. Chitlik's telephone number.

Ms. Robinson stated that there is one water meter monitoring both units of the property. She asserted that DC Water cannot distinguish between units serviced by one water meter. She stated that the water bill for the property goes to Mr. Chitlik at his address, that he is registered on-line with the utility and that Ms. Burke is authorized on the account.

The Hearing Officer notes for the record that the DC Water Interaction Records reflect that HUNA (high usage) alerts were sent to the property owner on August 15, 18, 21, 22, 23, 24, 27, and 30, 2023 and September 2 and 5, 2023 and CUNA (continuous usage) alerts were sent: August 6, 15, 16, 17, 18, 19, 20, 21, 24, 25, 26, 27, 28, 29, 30, and 31, 2023, and September 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12, 2023.

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

FINDINGS OF FACT

1. The property involved is a duplex in which the upper unit was occupied and the lower unit was vacant. (Testimony of the parties)
2. The period in dispute is 8/4/2023 to 10/4/23. (The record in this matter)
3. DC Water sent both HUNA alerts and CUNA alerts to the property owner using the telephone number on file with this utility. HUNA alerts were sent August 15, 18, 21, 22, 23, 24, 27, and 30, 2023 and September 2 and 5, 2023 and CUNA (continuous usage) alerts were sent: August 6, 15, 16, 17, 18, 19, 20, 21, 24, 25, 26, 27, 28, 29, 30, and 31, 2023, and September 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12, 2023. (Testimony of Stephanie Robinson, DC Water Interaction Notes)
4. The property owner was unaware of high-water usage occurring at the property until sometime in September 2023 and then, he contacted his tenant, [REDACTED] who indicated that she just received a huge bill from DC Water. The property owner arranged access to the lower-level unit by the tenant who lived in the upper-level unit and [REDACTED] found a running toilet in the lower-level unit. (Statement by Laurence Chitlek signed 11/13/23)
5. The property owner hired Michael & Son Services to repair the defective toilet found in the lower-level unit by [REDACTED] and the plumber replaced the toilet flapper and fill valve of the toilet. (Michael & Sons Services invoice dated Sept. 15, 2023)
6. The property owner registered on-line with DC Water for high water usage alerts and the utility verified the correctness of the telephone number on account as being the telephone number of the property owner. (Testimony of Stephanie Robinson)

CONCLUSIONS OF LAW

1. The burden of proof is on the customer to show, by a preponderance of evidence, that the decision of DC Water is incorrect. (21 DCMR 420.7 and 420.8)
2. The 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. 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).
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. 3rd 453, D.C. Court of Appeals 2012

DECISION

DC Water sent the property owner multiple high water usage alerts through out the period of 8/4/23 to 9/6/23 and for a part of the period 9/7/23 to 10/4/23. The alerts started 8/6/23 and the last alert was sent on 9/12/23. The property owner wrote that he cannot keep up with his email notices. The alerts sent, however, were to the property owner's telephone number on file with the utility. The property owner also wrote that he was unaware of the high usage until September 2023. He did not state how he became aware that high usage was occurring at the property but he indicated that he allowed the upper-level tenant to access the lower-level unit and the tenant found a running toilet. In that the last alert was sent on September 12, 2023, the Hearing Officer infers that the tenant was most likely in the lower level sometime on or immediately after September 12th and stopped the running toilet which was ultimately repaired by the hired plumber on September 15, 2023 per the plumber's invoice submitted by the property owner.

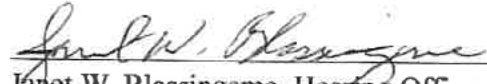
Based upon the property owner's admission of the existence of a running toilet at the property and the plumber's report submitted, the high usage was, more likely than not, caused by the running toilet in the lower level of the property. 21 DCMR §406 of the DC Municipal Regulations, clearly, state that DC Water does not adjust for excessive water consumption caused by a faulty household fixture. A toilet is a household fixture.

The property owner asserted that 21 DCMR §407 was applicable to this matter. The property owner is wrong in his analysis of the regulation. The toilet leak was inside of the property. 21 DCMR §407 relates to leaks which occur between the water meter, which is outside of the property, and structures, in this case the duplex residence, that is served by the meter. The regulation also pertains to underground leaks. First, there was not an underground leak which caused the excessive water usage; the cause was a defective toilet. Second, the leak was inside the property and not between the water meter and the residence.

With respect to DC Water sending alerts of high-water usage occurring at one's property. It is the responsibility and/or opportunity of the property owner to tell the utility to whom alerts are to be sent. In this case, the property owner gave his telephone number to the utility to use for alerts. While the property owner acknowledged that he does not retrieve and review emails on a regular basis, based upon the number of alerts sent by the utility to his telephone number, the property owner does not either answer the telephone number provided to the utility or he fails to retrieve and review messages left on the telephone, as well, as not being attentive to emails. Ultimately, it is the property owner's responsibility for what occurs at his property. The Hearing Officer finds no fault on the part of DC Water regarding the property owner and/or his tenant not knowing or being aware of a running toilet at the property. As pointed out by the property owner in his letter, [REDACTED] rents the upper-level unit and normally does not have access to the lower-level unit where the defective toilet was found. With respect to the property owner, DC Water sent alerts to him and the utility is not at fault if the property owner fails to heed the warnings or neglects to attend to his phone and phone messages. As noted by Ms. Robinson, the property

owner set-up the on-line account and he can designate the method of alert and to whom the alerts are to be sent.

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


Janet W. Blassingame, Hearing Officer

Date: Sept. 27, 2024

Copy to:

Mr. Laurence Chitlik
703 Locust Street
Cambridge, MD 201613

BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

DEPARTMENT OF CUSTOMER SERVICES

IN RE: [REDACTED]
[REDACTED] 30th St. NW
Washington, DC 20007

Account No: [REDACTED]
Case No: 24-144087

Amount in Dispute: \$170.72

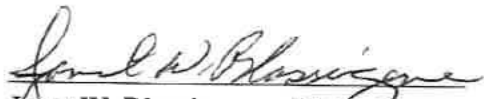
Before Janet W. Blassingame, Hearing Officer
September 20, 2024 at 10:00 a.m.

ORDER OF DISMISSAL

The customer contested a water and sewer bill for the period 11/8/23 to 12/8/23. 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 September 20, 2024. On the morning of the scheduled hearing, the Hearing Officer was informed by a DC Water representative that the customer no longer wanted to go forward with the hearing and the dispute. The Hearing Officer was, further, informed that the scheduled hearing was cancelled per the customer's request.

Based upon the foregoing representations, the Hearing Officer dismisses with prejudice this matter pursuant to 21 DCMR § 416.


Janet W. Blassingame, Hearing Officer

Date: Sept. 27, 2024

Copy to:

[REDACTED]
[REDACTED] 30th Street, NW
Washington, DC 20007

BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

DEPARTMENT OF CUSTOMER SERVICES

IN RE: Amber Overlook Condo Unit Owners Association
P.O. Box 63293
Washington, DC 20029

Service Address:
[REDACTED] C Street, SE

Account Number: [REDACTED]

<u>Period</u>	<u>Amount in Dispute</u>	<u>Case Number</u>
9/22/23 – 10/20/23	\$5,706.14	24-120189
10/21/23 – 11/21/23	\$8,331.06	24-120189
11/22/23 – 12/20/23	\$8,091.32	24-250280
12/21/23 – 1/22/24	\$8,416.30	24-216001
1/23/24 – 2/21/24	\$6,969.76	24-346013
2/22/24 – 3/20/24	\$5,929.20	24-346014
3/21/24 – 4/18/24	\$5,379.87	24-396234
4/19/24 – 5/20/24	\$5,874.95	24-473905
5/21/24 – 6/21/24	\$13,946.83	24-53554P

Before Janet W. Blassingame, Hearing Officer
September 20, 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.

The customer was previously before this Hearing Officer on January 19, 2024. The issue was whether an account adjustment by DC Water for the bill dated 3/21/2023 was appropriate and correct. At the onset of the hearing, counsel for the customer stated that his clients were challenging high water usage at the property which fluctuates seasonally. He asserted that DC Water's response to the customers' concerns had been inadequate and the utility had not addressed where the leak was coming from. Counsel stated that his clients used private plumbers and DC Water and they could not get resolution of the water problem. He stated that the relief requested was specific performance and reimbursement for excessive water loss. At the end of the hearing, DC Water offered to try to assist the customer in identifying the cause of the water usage problem, if the Condo provided the utility with more information such as mapping of the water system, a plat, and sub-meter readings. A Decision was rendered and contained the finding that, although the customers stated that they wanted an explanation of the granted bill adjustment and did not understand the basis for the adjustment, they really wanted to resolve the high-water

usage occurring annually at the property and they wanted DC Water to find the cause of the usage. (See, Decision dated March 24, 2024, Findings of Fact number 6) As a result of the hearing, it was determined that the account adjustment was correct and proper and there was no basis to grant the customer what it wanted DC Water to do with respect to identifying the cause of annual increased water usage at the property. The matter now before the Hearing Officer concerns new billing periods and amounts in dispute and the customer's representatives allege new facts for consideration.

This matter was scheduled for a remote hearing on September 20, 2024. Present for the hearing were: Shelley McCullum, Board President of Amber Overlook Condo Unit Owners Association ("the Condo") and TaVon Cook, Treasurer of the Condo, on behalf of the Condo; and, Geneva Parker on behalf of DC Water. Rona Myers, DC Water, was observing only. Davin Cryor, DC Water, was a witness on behalf of DC Water. The Condo was not represented by counsel.

The property involved is a 32-unit condominium complex consisting of four (4) buildings. Each unit has a sub-meter.

Ms. McCullum opened by stating that over time the water bills have consistently increased. She stated that, historically, the water bills were not super high but now the charges have jumped and the Condo Board is trying to figure out what the problem is. She asserted that whatever is causing the increased water usage at the property is not within their control.

Ms. Cook referenced that sub-meter records now a part of the customer file. She noted that sub-meter records were not in evidence for the prior hearing. She stated that \$2000 - \$3000 was the normal water charge for the Condo and that the owners' water usage does not fluctuate. She indicated that two (2) plumbers have inspected that property and found no leaks. She asserted that the owners have done all that they can do to identify what is causing increased consumption. She stated that the Board has spent Ten Thousand to Eleven Thousand Dollars (\$10,000 - \$11,000) in payments to plumbers in its effort to find the problem and that now it's beyond the control of the owners to find the problem, but they are left with water bills that they cannot control and cannot pay.

Ms. Parker interjected that the sub-meter reports only pertain to household usage and that there are other sources of water usage on the property that are not monitored by the sub-meters. She, further, pointed out that DC Water found that no adjustment was warranted based upon 21 DCMR §408 because all tests and checks were inconclusive of the cause of the excessive water usage. She stated that the master water meter serves several buildings and that no leaks were found on public property.

Ms. McCullom stated that the Condo does not have an irrigation system but it does have fire sprinklers.

Ms. Cook referred to the plumber's report by Vito Plumbers dated 3/14/24 in which the plumber stated that they could not locate the leak and that the leak was too minor to detect. She also referred to the report by Michael & Sons dated 4/2/21. Lastly, she referred to the leak detection report by Leak Detection By Line Locators, Inc. dated April 15, 2021 in which it was reported that no underground leaks from the meter to the buildings were detected on April 16, 2021. Ms. Cook stated that Vito Plumbing found the water meter still running when the turn-off valve was off. Ms. Cook stated that high usage is now occurring at the property every month.

Ms. McCullum stated that they had a plumber go into individual units and only leaking toilets were found in some units. She identified that plumber as KTB Plumbing and she stated that the inspections took place on March 9, 2023. She acknowledged that the inspection report was not submitted to DC Water.

Ms. Cook stated that only one unit was found to have a continuously running toilet. She stated that the Condo gets leak detections alerts of any continuous usage occurring in owners' units.

Ms. Cook stated that the Condo has site plans but cannot find actual "as-built" plans for the complex.

Ms. Cook asserted that the Condo, through its Board, wants the bills in dispute adjusted and for DC Water to identify the true problem causing excessive water usage to be reported on the water meter. She pointed out that the latest bills for water service range between Twenty Thousand and Twenty-two Thousand Dollars (\$20,000 - \$22,000) per billing cycle.

Ms. McCullum stated that the adjacent property is not having a water usage problem. She stated that the adjacent property did have a problem regarding the size of its water meter but the meter size was resolved. She added that she has not observed any running water or standing water on the property and that grassy areas are firm.

Ms. Parker stated that in the absence of the customer having site plans, she cannot ask any questions. She reiterated that the sub-meters only record household usage. Ms. Parker suggested that, maybe, the water line were installed improperly but system plans are required in order to look at where private water lines were installed. She, also, stated that adjacent properties should have separate shut-off.

Ms. Parker explained that DC Water is not the approving authority for enforcement of the plumbing code. She stated that DC Water simply enforces payment of water usage connected to DC Water service. She stated that the water mains on the customers' property were installed by the builder.

Ms. Cook stated that the builder of Stanton View filed for bankruptcy regarding another property- Talbert Street. She stated that the piping was already in place when the Condo was built. She explained that Woodsome Heights owned the property initially but did not develop the land and that the property was sold to [REDACTED]

Ms. Parker asked whether the Condo has follow-up regarding the plumber's finding of a small leak. Ms. Cook responded that the plumber could not find the leak using his device and that the parking lot would have to be dug-up for further investigation of where the leak may be.

Ms. Parker testified that the customer was billed based upon actual meter readings. She stated that DC Water tested the water meter on August 7, 2024 and the meter was determined to be under-registering water usage at 98.01%. Ms. Parker stated that DC Water follows the standards established by the American Water Works Association and that a water meter is registering usage properly if its accuracy is between 98.5% and 101.5%. She stated that, in this instance, the customer's water meter was not accounting for all water being used at the property.

Ms. Parker testified that DC Water conducted an underground leak inspection on May 21, 2024 and no leaks were detected on the public side.

Ms. Parker stated that the utility completed its investigation of the customer's disputes on July 20, 2024 and found all tests and checks to be inconclusive pursuant to 21 DCMR § 408.

Ms. Parker stated that DC Water's responsibility stops regarding a multi-family property at the water meter and anything on the private side is the owner's obligation. She stated that the water meter for this property is right at the entrance to the development and the property extends beyond. She stated that the main line is on C Street and that there is a small service line that connects the water line to the meter vault. She explained that the water meter is in a vault and that the developer connects the meter vault to the service line. Ms. Parker asserted that DC Water has no knowledge regarding private meters.

Mr. Cryor testified that DC Water conducted a field test while the customer's water meter remained in service. He explained that three (3) flow tests were conducted on the water meter and that the meter was determined to have 98.1% accuracy.

Ms. Cook asked Mr. Cryor regarding alarms on the water meter and he responded that the water meter has sensors which detect events. He stated that the letter "L" will display to indicate to the customer of a consistent leak flow. Mr. Cryor stated that DC Water did not conduct an investigation because the leak, if any, is on the private side.

Ms. Cook stated that she was told by DC Water that there is continuous water flow occurring at the property between Midnight and 4:00 a.m. Ms. Cook asserted that someone else must be using the Condo's water. She indicated that she received this information from either Jasmine Wilson or Ann Culbreath.

Ms. Parker stated that if there is a suspicion that someone is using water on the property, it is the responsibility of the property owner to find the problem.

Ms. McCullom stated that the water closets are locked and there are no outside faucets on the property. She added that each individual owner has his/her own hot water heater for their unit.

Ms. Parker reiterated that she is still open to looking at any information that the Condo may have to assist in finding the usage source but DC Water will not send a crew onto private property.

Based upon the foregoing testimony, evidence and history in this matter, the Hearing Officer makes the following:

FINDINGS OF FACT

1. The property involved is a 32-unit condominium complex consisting of four (4) buildings. (Finding of Fact #1- Decision dated 3/24/24)
2. The periods in dispute are from 9/22/2023 to 6/21/2024. (The parties in this matter)
3. The customer was previously before the Hearing Officer on January 19, 2024 disputing the period 2/21/2023 to 3/20/2023 and during the Administrative Hearing, the customer asserted that the Condo was experiencing excessive water charges from October to April each year and desired assistance from DC Water in identifying the cause of the usage in order to rectify the problem. (Record of Administrative Hearing held January 19, 2024)
4. The customer now states that excessive water consumption is occurring each month. (Testimony of Ms. McCullom)
5. The Condo has conducted an investigation attempting to identify the cause of high-water usage occurring at the property and has been unsuccessful despite hiring Michael & Son Services, Vito Plumbing-Heating-Cooling and Leak Detection By Line Locators, Inc. (Testimony of Ms. McCullom and Ms. Cook)
6. Vito Plumbing determined that there was a leak but the plumber was unable to locate the source. (Invoice by Vito Plumbing dated 3/14/2024)
7. Michael & Sons Services determined that there was a 270K gallon discrepancy between what DC Water says the customer is using and calculation of the individual water meters of unit on the property. (Plumber's report by Michael & Son Services dated April 2, 2021)
8. Leak Detection By Line Locators, Inc. found no underground leaks from the meter to the buildings, performed an acoustic sound test on all curb stops, valves and where the pipes enter each building and no leaks sounds were present, and when valves were closed, found no movement on the meter. The plumber recommended check of all fixtures indoors and to have the water authority check the water meter. (Letter dated April 15, 2021 by Leak Detection By Line Locators, Inc.)
9. Each condominium unit is monitored by a sub-meter. (Testimony of Ms. McCullom and Ms. Cook)
10. For further investigation of the cause of excessive water usage occurring at the property, the Condo must dig-up the parking lot on the property. (Testimony of Ms. Cross)
11. DC Water tested the water meter and determined that the meter was under-registering at 98.01%, water usage at the property. (Testimony of Ms. Parker)

12. DC Water conducted an underground leak inspection and found no underground leak on the public space. (Testimony of Ms. Parker and Mr. Cryor)
13. The Condo is unable to provide "as finished" site plans and a map of water pipes and plumbing on their private property. (Testimony of Ms. McCullom and Ms. Cross)
14. The Condo provided record of water usage of individual units but lack information of other possible water used on the property. (Testimony of the parties; Guardian Water & Power Billing Summary for Amber Overlook dated 7/17/2024, 6/17/2024, 5/15/2024, 3/18/2024, 2/15/2024, and 1/16/2024)
15. DC Water does investigate water issues on the private property of multi-family developments. (Testimony of Ms. Parker)
16. The Condo's water meter is situated at the end of the Condo parking lot/property entrance and DC Water's investigation has been limited to determining if the problem causing excessive water usage on the property is on public or private space. (Finding of Fact #8 in Decision dated 3/24/2024, Testimony of Ms. Parker)
17. The property developer connected the water service to the DC Water meter. (Testimony of Ms. Parker)
18. DC Water is not responsible for approval of plumbing plans for multi-family property and it has no site plans or plumbing information pertaining to such properties. (Testimony of Ms. Parker)

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

DECISION

The customer was unable to show that more likely than not the charges in dispute were wrong, in that the usage did not register on the master water meter, or for some other reason, the Condo should not be responsible for payment.


As noted, the Condo brought a bill dispute for administrative hearing in January 2024 and raised the matter of excessive water consumption registering on the master water meter during certain months each year since the development opened for occupancy. This time the customer asserts that registering water usage has dramatically increased during the ensuring months and is now occurring every month and the owners have hired plumbers and investigated the cause and cannot identify the source of the problem.

Except for the increase in water usage occurring at the property, certain facts are unchanged. Specifically, all parties acknowledge that the Condo has a water issue causing increase usage. DC Water does not investigate or solve water issues on private property and whatever is causing the issue at the Condo is on private property. DC Water has agreed to look at documents and attempt to assist, if, the Condo provides mapping and other documents, have a private plumber perform certain tasks at the property and the customers provide the plumber’s findings and report. DC Water prefaced its assistance offer upon the fact that the utility will not send a DC Water crew onto private property to investigate nor will it assist the customer in resolving/fixing the cause of the increased water usage.

The Condo does have additional reports since the earlier hearing. It presented records of individual unit water usage. The Condo does not have site plans and water pipe location maps. Moreover, it was acknowledged that in order to locate the leak identified by a plumber hired by the Condo, the development’s parking lot must be excavated and the Condo has not done so.

The property owner of a multi-family community is responsible for investigating, repairing problems on its private property and, ultimately, paying for water services to the property. DC Water has shown that its meter is under-registering water used by the Condo and that there is no underground leak on the public side of the water meter. Having ruled out an underground leak for which it would be responsible for repair and proving that its water meter is not over-charging the customer, DC Water has no further obligation in this matter.

Based upon the foregoing, the determination by DC Water that no basis exists to adjust the Condo’s account is hereby AFFIRMED.


Janet W. Blassingame, Hearing Officer

Date: Sept. 27, 2024

Copy to:

Amber Overlook Condo Unit Owners Association
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