

BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

In Re: Wesley Gilmer  
1455 Pennsylvania Ave. NW  
Suite 400  
Washington, DC 20004-1008

Service Address:  
1455 Pennsylvania Ave. NW

Account No: [REDACTED]  
Case No: 24-72165

<u>Amount in Dispute</u>	<u>Bill Date</u>
	7/30/21*
	8/30/21*
	10/29/21*
	11/30/21*
	12/28/21*
\$6,554.39	1/28/22
\$6,449.27	3/1/22
\$13,429.77	4/12/22
\$14,746.87	4/27/22
\$14,552.33	5/27/22
\$15,193.71	6/28/22
\$14,106.19	7/28/22
\$8,865.27	8/30/22
\$126,847.92	9/29/22
\$11,643.51	12/20/22
\$24,724.55	1/4/23
\$29,610.19	1/28/23
\$59,948.71	3/31/23
\$52,730.05	4/28/23
\$29,113.19	6/8/23
\$17,804.26	6/29/23

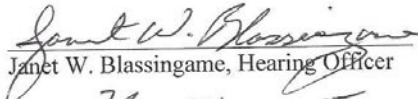
ORDER

This matter comes before the Hearing Officer upon a Motion to Dismiss Administrative Hearing Petition by the District of Columbia Water and Sewer Authority ("DC Water"). The Hearing Officer has reviewed the bills noted above dated from 1/28/2022 to 6/29/2023, the customer's bill disputes, DC Water's Pre-investigation letter, the Administrative Hearing Petition and considered the allegations of the Motion. The Hearing Officer was not able to review the disputed bills dated 7/30/21, 8/30/21, 10/29/21, 11/30/21, and 12/28/21 due to the age of the bills and DC Water's representation that its system does not maintain bills dating back to 2021.

Based upon the foregoing, the Hearing Officer finds that the customer has failed to timely dispute the bills dated 1/19/22 to 3/16/2023 and, as such, the Motion to Dismiss Administrative Hearing Petition for said bills should be and hereby is GRANTED.

All bill disputes are to be made in writing within twenty (20) calendar days of the bill date. 21 DCMR § 402.2 (2022) The Dispute Deadline is reflected on the front of the customer's bill and, in this case, the printed dispute deadline for the latest bill -6/29/2023- was 7/19/2023. The customer disputed all the bills on 11/1/2023. DC Water determined that the bill disputes were untimely.

DC Water's purpose in imposing time limits upon a customer to dispute a bill and to request an administrative hearing is to avoid potential prejudice to the utility's orderly administration of its billing process. (See, Gatewood v DC WASA, 82 A. 3d 41, D.C. Court of Appeals 2013. The applicable regulation is a rule processing rule and the utility can waive the time. In this case, DC Water did not waive its time limit and the customer failed to dispute the bills in a timely manner.

  
Janet W. Blassingame, Hearing Officer  
Date: May 14, 2025

Copy to:

Wesley Gilmer  
Willard Associates  
1455 Pennsylvania Ave. NW, Suite 400  
Washington, DC 20004-1008

BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

DEPARTMENT OF CUSTOMER SERVICES

IN RE: [REDACTED]  
[REDACTED] Tuckerman St. NW  
Washington, DC 20011

Account Number: [REDACTED]  
Case No: 24-562442

Amount in Dispute: \$1,638.78

Before Janet W. Blassingame, Hearing Officer  
March 14, 2025 at 2:00 p.m.

The customer contested a water and sewer bill for the period April 17, 2024 to June 18, 2024. The DC Water and Sewer Authority (DC Water) investigated and determined that the charges were valid and no basis existed to adjust the account. The customer requested an administrative hearing.

This matter was scheduled for a remote hearing on March 14, 2025. Present for the hearing were: [REDACTED]; and, Stephanie Robinson and, Kimberly Arrington, on behalf of DC Water.

The property involved is the single-family childhood home of [REDACTED] where Ms. [REDACTED] lives with her daughter, two (2) cats and a dog. The house has one functional bathroom, one kitchen, a dishwasher, a washing machine, and one outside faucet. Ms. [REDACTED] stated that the radiators are not functional, and the outside faucet is locked. Ms. [REDACTED] stated that her water and sewer bill is between \$200.00 and \$300.00 per billing but she does not know the arrearage or specific charges.

Ms. [REDACTED] testified that her basement was flooded five (5) years ago and everything was demolished.

Ms. [REDACTED] testified that she was out-of-country in April 2024 and returned home in July 2024. She stated that her daughter was home in her absence. Ms. [REDACTED] stated that she called DC Water upon her return home in July. She stated that she called RZ Plumbing and the plumber was out to the house in August 2024 but did not do any work/repair until October 24, 2024. Ms. [REDACTED] testified that the plumber found water in a trench coming from a pipe in the wall. She stated that a galvanized water line was replaced. She indicated that her insurance paid for the pipe work and for mold re-mitigation.

Ms. [REDACTED] stated that DC Water did work in her front yard in 2024. She stated that she does not know what was done by the utility, but, it did not affect her water bill.

On cross-examination, Ms. [REDACTED] stated that the plumber's report is dated October 24, 2024. She stated that she thought she submitted the plumber's report to DC Water but she did not do so.

Ms. Robinson stated that the customer was billed based upon actual meter reads and in DC Water's investigation of the bill dispute, no evidence of faulty computation was found.

Ms. Robinson stated that the disputed bill is for 63 days of usage and the utility sought to validate that the bill was correct because it was higher than the customer's normal use history. Ms., Robinson pointed out that the DC Municipal Regulations- 21 DCMR §308.1 require that DC Water read a customer's meter on a quarterly basis and provide a bill to the customer and this bill at issue meets the required criteria.

Ms. Robinson testified that DC Water sent the customer numerous CUNA alerts of continuous water usage occurring at the property. She stated that the alerts were sent from April 18, 2024 to June 24, 2024. Ms. Robinson stated that during a phone call on September 18, 2024, the customer mentioned water coming out of the wall.

Ms. Robinson asserted that an account adjustment was not warranted based upon 21 DCMR 408.1. She pointed out that usage at the property declined and continued to go down every month. She asserted that the decline in usage signifies that the usage was controlled at the premises.

Ms. Robinson stated that DC Water removed and tested the water meter from the property and the meter was determined to have 101.03% accuracy.

Ms. Robinson pointed out that the customer has registered for an on-line account with DC Water and the phone number and email for the account was given by the user. Ms. [REDACTED] stated that the phone number used by DC Water for the alerts was old and not used by her. Ms. [REDACTED] added that she did not get any emails from the utility regarding the high usage. Ms. [REDACTED] stated that she was not sure as to when she got back from travel and, maybe, it was in July 2024. Ms. [REDACTED] stated that the leak was in the basement wall.

Ms. Arrington stated that water usage at the property declined in October and in November, the usage was back to single digits. She asserted that based upon testimony, it was an internal fixture that caused the increased usage.

The customer sent by email a copy of a plumber's report by RZ Plumbing dated 10/24/2024 which reflected that the plumber proposed to replace 4 – 5 ft. of galvanized water line with copper. The report stated that the water line was leaking after the water meter.

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

#### FINDINGS OF FACT



1. The property involved is a single-family residence occupied by [REDACTED] and her daughter. (Testimony of [REDACTED])
2. The period in dispute is 4/17/2024 to 6/18/2024. (The record in this matter)
3. DC Water sent CUNA alerts starting 4/18/2023 thru 7/24/2024 alerting of continuous water usage occurring at the property. (Testimony of Stephanie Robinson; DC Water Interaction Record)
4. The CUNA alerts were sent to the phone number and email on file with the utility when the customer established the on-line account. (Testimony of Stephanie Robinson)
5. Ms. [REDACTED] was out-of-the-country from April 2024 to July 2024, but her daughter was home in the residence during her mother's absence. (Testimony of [REDACTED])
6. The customer contacted RZ Plumbing in August 2024 and the plumber found water in a trench coming from a pipe in the wall. (Testimony of [REDACTED])
7. The pipe was not repaired/replaced until October 2024. The work was paid for by the customer's insurance company. (Testimony of [REDACTED])
8. The plumber's report submitted is a proposal to do work and does evidence what work was done or when. (RZ Plumbing and Contractors, LLC estimate dated 10/24/2024)
9. The utility tested the water meter and meter was determined to have 101.03% accuracy. (Testimony of Stephanie Robinson)
10. Water usage at the property declined as of 6/2024. (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.

Sec. 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. 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. 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.”)

9. 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.
10. 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)
11. 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)
12. When considering whether to give a property owner an adjustment, pursuant to 21 DCMR § 407.5, the General Manager may take into consideration:
  - (a) There has been no negligence on the part of the owner or occupant in notifying DC Water of unusual conditions indicative of a waste of water;
  - (b) The owner has repaired the leak within 10 calendar days after the bill investigation report is issued in to the owner or occupant;
  - (c) The owner provides evidence that repairs have been made and that those repairs were performed by a licensed District of Columbia master plumber in accordance with the rules and regulations of the District of Columbia Department of Consumer Regulatory Affairs; and
  - (d) The request for adjustment has been made in accordance with §402.1(a).
13. The property owner is the ultimate party to pay for water and sewer services at a property and the obligation to pay DC Water’s water and sewer charges runs with the property where the water services are rendered. See, Euclid Street, LLC v. D.C. Water and Sewer, 41 A. 3<sup>rd</sup> 453, D.C. Court of Appeals 2012)



## DECISION

The customer in this matter was unable to establish that more likely than not the bill in dispute was incorrect or for some other reason he should not be responsible for its payment.

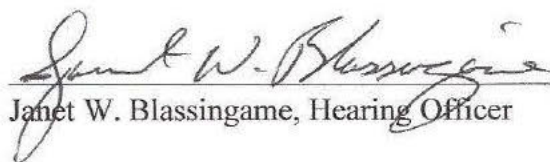
The bill in dispute is for the period 4/17/2024 to 6/18/2024. For the entire period in dispute, DC Water was sending CUNA alerts to the customer at the phone number and email on file with the utility, alerting the customer of continuous water usage occurring at the property. Ms. [REDACTED] testified that she was out of the country during the period but her daughter was in-residence. Ms. [REDACTED] further, testified that the phone number on file with the utility was an old number that she does not use and she testified that she did not receive any emails from DC Water regarding the increased water usage. On DC Water's part, it tested the water meter and determined that the meter was functioning appropriately and within accuracy standards. DC Water, also, presented testimony that usage declined as of 6/20/2024.

The plumber's report provided by the customer dated in October 2024 was not within the timeframe of the disputed period and it was, moreover, an estimate. As such, the plumber's statement was useless in establishing what was the cause of increased usage during the period in dispute. The customer testified that in August 2024, RZ Plumbing found water, coming from a pipe in a wall, in a trench, but the plumber did not repair the problem. Because usage declined in June 2024, the Hearing Officer concludes that the problem during the period in dispute was different and separate from the problem viewed in August 2024. There was additional testimony that water usage at the property declined in October 2024, however no bill dispute is before the Hearing Officer except for the July 1, 2024 Bill Summary pertaining to the period in dispute ending in June 2024.

Something was done in June 2024 to cause a decline in water usage at the property and to stop the alerts of water usage coming from the utility. 21 DCMR § 408.1 dictates that when the cause of the increased usage remains undetermined after tests and checks, DC Water does not adjust a customer's account for the excessive usage.

The customer testified that water was coming out of a wall which would imply that the leak was invisible to the naked eye, however no evidence was provided to support such an inference, yet alone, a conclusion. Likewise, no evidence was presented that such a leak was repaired which would account for a decline in usage in June 2024 and the cessation of alerts.

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

  
Janet W. Blassingame, Hearing Officer

Date: May 14, 2025

Copy to:

[REDACTED]

[REDACTED] Tuckerman St. NW  
Washington, DC 20011



BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

DEPARTMENT OF CUSTOMER SERVICES

IN RE: [REDACTED]  
[REDACTED] Military Rd NW  
Washington, DC 20015

Account Number: [REDACTED]  
Case No: 24-457755

Amount in Dispute: \$477.24

Before Janet W. Blassingame, Hearing Officer  
March 17, 2025 at 1:00 p.m.

The customer contested a water and sewer bill for the period April 6, 2024 to May 5, 2024. The DC Water and Sewer Authority (DC Water) investigated and determined that the charges were valid and no basis existed to adjust the account. The customer requested an administrative hearing.

This matter was scheduled for a remote hearing on March 17, 2025. Present for the hearing were: [REDACTED], his wife; and, Stephanie Robinson, on behalf of DC Water.

The property involved is a single-family residence, having five (5) bathrooms, one kitchen, two (2) outside faucets, an irrigation system, two (2) washing machines, a dishwasher, radiators, and a utility sink. The water and sewer bill has historically been between One Hundred Dollars (\$100.00) and Two Hundred Dollars (\$200.00) per billing cycle.

There was a significant spike in water usage at the property between April 23, 2024 and April 24, 2024.

Mr. [REDACTED] testified that his irrigation system is generally turned on in late March or early April of each year. He stated that his sprinkler contractor found no leaks in the system on May 17, 2024.

Mr. [REDACTED] stated that a house was under construction at [REDACTED] Military Rd NW and the street was torn-up. He added that his next-door neighbor at [REDACTED] Military Rd NW had water issues and a new water meter was installed for the home.

Mr. [REDACTED] asserted that he and his wife were at home during the spike period and nothing abnormal was occurring at their property. He exclaimed that on April 24<sup>th</sup> 7675 gallons of water were reportedly consumed. He stated that he saw no gushing water and no such water

usage has not occurred again.

Mr. [REDACTED] testified that, after he received the bill which he now disputes, he called DC Water and he saw the water usage on-line which reflected that on April 23<sup>rd</sup> 364 CCF or 2722 gallons of water had been consumed.

With respect to the irrigation system, Mr. [REDACTED] stated that a contractor comes out to turn on the system. He stated that the system is on a timer and it, generally, comes on three (3) times per week.

Mr. [REDACTED] asserted that there was nothing wrong inside of his house and he did not see any puddle of water nor did he note any soft ground on his property.

On cross-examination, Mr. [REDACTED] conceded that, historically, it is not unusual for him to have high usage in the summer and it was noted that from June 8, 2023 to July 10, 2023, 24.20 CCF of water had been consumed at the property.

Mr. [REDACTED] stated that he did not use the irrigation system in year 2024 after the spike in water usage and that he took off the timer on the system.

Ms. Robinson stated that the work at [REDACTED] Military Rd NW, the customer's neighbor's residence, occurred on March 13, 2024 and was an emergency repair concerning a lead line. Ms. Robinson pointed out that the work at the neighboring residence had no impact upon Mr. [REDACTED]'s water usage.

Ms. Robinson stated that the April 8<sup>th</sup> bill being disputed, was based upon actual meter reads and DC Water found no faulty computation of the bill in its investigation of the bill dispute.

Ms. Robinson asserted that the cause of the high usage was not attributable to an underground leak because the usage declined. She asserted that, because the usage declined, the water was controlled at the premises.

Ms. Robinson cited 21 DCMR § 408 as controlling in this matter, in that, after all tests the findings are inconclusive as to the cause of the usage and, as such, DC Water does not adjust a customer's account for the excessive water usage.

Ms. Robinson stated that the customer submitted the contractor's thread regarding the May inspection, on September 3, 2024. She added that there was not a sub-meter at the property to read water usage caused by the irrigation system and the record of water usage regarding the



property reflects a pattern of usage.

Ms. Robinson testified that DC Water tested the water meter and the meter was determined to have 101.41% accuracy.

Mr. [REDACTED] interjected that during the summer months water usage at the property is high but the spike at issue did not occur in the summer. He asserted that something was going on at his property for only 2 days and whatever occurred did not fit the pattern of irrigation system usage.

Ms. Robinson stated that DC Water did not send an alert of high-water usage occurring at the property to the customer on April 23<sup>rd</sup> or 24<sup>th</sup>. She stated that the water usage started at Noon on April 23<sup>rd</sup> and stopped at 1 am on the 24<sup>th</sup>. She asserted that something controlled the stoppage of water use at the property which did not require repair.

Mr. [REDACTED] asserted that he knows he owes something to DC Water for water consumption during the period in dispute but he does not owe \$477.00.

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] with his wife, [REDACTED]. (Testimony of [REDACTED])
2. The period in dispute is April 6, 2024 to May 7, 2024. (The record in this matter)
3. There was a significant spike in water usage occurring at the property from Noon on April 23, 2024 to 1:00 a.m. on April 24, 2024. (Testimony of Stephanie Robinson)
4. The property owner was at home and unaware of anything that could have caused the water usage spike. (Testimony of [REDACTED])
5. The increased water usage at the property stopped without intervention of repair by DC Water. (Testimony of Stephanie Robinson)
6. Historically, the customer has high water usage during the summer months attributable to use of the irrigation system, (Testimony of the parties)
7. The irrigation system is, generally, turned on by the contractor in late March or early April of each year. (Testimony of [REDACTED])
8. The irrigation system is on a timer and, generally, turns on three (3) times per week. (Testimony of [REDACTED])
9. DC Water tested the water meter and the meter was determined to have 101.41% accuracy. (Testimony of Stephanie Robinson)

10. There was no sub-meter on the irrigation system. (Testimony of [REDACTED])
11. During its bill dispute investigation, DC Water found no evidence of faulty computation of the bill and it ruled out the existence of an underground leak. (Testimony of Stephanie Robinson)
12. On May 17, 2024, Interstate Irrigation & Lighting's technician found no leaks at the property. (Testimony of [REDACTED], Email from Interstate Irrigation & Lighting to [REDACTED] dated August 30, 2024)

### CONCLUSIONS OF LAW

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

See, 21 DCMR 403.

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

### DECISION

The customer failed to establish by a preponderance of the evidence that more likely than



not the bill being dispute was wrong or for some other reason, the customer should not be responsible for its payment.

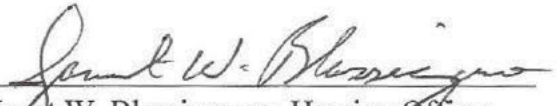
There is speculation that the cause of the high-water consumption that occurred at the property was due to the customer's irrigation system. The customer testified that the system was turned on in late March or early April each year. Based upon historical usage when the system is operating, the customer has had water usage up to 24 CCF in a billing cycle. (See, Bill Summary dated 5/8/20240 Usage At A Glance (CCF) graph- usage in July 2023) The customer pointed out that the month of April is not a summer month, however even though the customer did not state the date that the system was turned on, he did gave a time frame during which the system is operational and that water usage occurred when the irrigation system was operational. Another factor which prevents a finding that the irrigation system was the cause of the high usage is that the system is not on a sub-meter. The inspection performed on May 17, 2024 by the irrigation company is not useful because the high usage had resolved before the inspection took place.

On DC Water's part, as a result of its investigation of the bill dispute, the utility ruled out the existence of an underground leak, it tested the water meter and determined that the meter was functioning appropriately and within accuracy standards, and that the bill computation was correct.

On the customer's part, he and his wife were unaware of anything amiss during the usage spike and Mr. [REDACTED] did not observe any problems in or about the property.

21 DCMR § 408 dictates that when all tests and checks have failed to find a reasonable cause of excessive water usage, the findings are inconclusive and the utility does not adjust a customer's account for the excessive water consumption or waste of water.

This case falls squarely within the purview of 21 DCMR §408. Even though the irrigation system appears to be the most likely cause of the high usage, it cannot be proved that the system was the culprit, but, on the other hand, all other tests and checks have not unearthed a reasonable cause or explanation. Ultimately, the property owner is responsible for what occurs at his/her property regarding water consumption and/or waste. As such, based upon the foregoing, the determination of DC Water that no basis exists for adjustment of the customer's account is hereby AFFIRMED.

  
Janet W. Blassingame, Hearing Officer

Date: May 14, 2025

Copy to:



Military Rd NW  
Washington, DC 20015

BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

DEPARTMENT OF CUSTOMER SERVICES

IN RE: Abubaker Suliman

3217 Beaverwood Lane  
Silver Spring, MD 20906

Account Number: [REDACTED]

Service Address:

[REDACTED] Sherman Ave. NW

<u>Amount in Dispute</u>	<u>Period</u>	<u>Case Number</u>
\$ 1,964.00	6/28/2024 – 7/25/2024	24-627226
\$ 626.83	7/26/2024 – 8/26/2024	24-691845

Before Janet W. Blassingame, Hearing Officer  
March 17, 2025 at 3:00 p.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 March 17, 2025. Present for the hearing were: Abubaker Suliman; and, Stephanie Robinson behalf of DC Water.

The property involved is a single-family row house. The property has one kitchen, two (2) bathrooms, a washing machine, a dishwasher, and a utility sink. The tenant moved out in May 2024 and the house was vacant during the period in dispute. Mr. Suliman stated that he wants to add a level to the house, and he has an upcoming appointment with zoning.

Mr. Suliman stated that when the tenant vacated the house, he locked the doors and after a week of the house being vacant, he checked the house and he went back to check the house in three (3) plus weeks. He stated that he checked the backyard, went into the house, and lowered the air conditioning. He stated that no utilities were turned off in the house. Mr. Suliman stated that he possesses the sole key to the property.

Mr. Suliman testified that he learned of the water usage upon receipt of the water bill. He stated that he called DC Water. He stated that there was water usage at the property in June 2024, as well.

Mr. Suliman stated that he did not contact a plumber to inspect the property because he self-checked the property and did not see anything amiss.

Mr. Suliman stated that the water is now disconnected at the property. He stated that he has made a partial payment toward the water charges.

Mr. Suliman concluded his testimony by stating that (1) the bill is too high; (2) DC Water did not send him an alert; and, (3) the property is vacant. Mr. Suliman declared that the water and sewer bill goes to the property at issue. He stated that he does not have an on-line account for the property's water account, but he asserted that he has received usage alerts in the pass, referring to last year.

Ms. Robinson asserted that the customer was billed based upon actual meter reads and that the utility, in its investigation, found no evidence of faulty computation.

Ms. Robinson stated that Mr. Suliman is not registered with DC Water to receive high-water usage alerts. She stated that the customer does have an on-line account with the utility but he failed to enroll for usage alerts and there is no phone number or email address on file with the utility for the water and sewer account.

Ms. Robinson testified that consecutive water usage started at the property on May 26, 2024 and continued until July 15, 2024 at 3:00 p.m. Ms. Robinson testified that it was on July 15, 2024 that the customer spoke with a DC Water service representative regarding the bill. She stated that the contact with DC Water by the customer occurred at 3:08 p.m. Ms. Robinson asserted that the usage was controlled at the premises.

Ms. Robinson stated that DC Water disconnected service at the property on August 14, 2024 for non-payment of charges for service.

Ms. Robinson asserted that 21 DCMR §408.1 is applicable in this matter because after all checks and test it is inconclusive as to what caused the usage at the property, and, as such, pursuant to regulation, DC Water does not adjust a customer's account for excessive water usage or waste when there is no reasonable explanation of cause.

Ms. Robinson continued that, on February 4, 2025, DC Water removed the water meter from the property and tested the meter on February 4, 2025. She stated that the meter was determined to have 101.07% accuracy.

Ms. Robinson pointed out that the water bill continues to go the service address and the bill remains in the tenant's name. She stated that charges to the account are now for fees only but the account has not been paid. She stated that the last payment on the account was December 20, 2024 in the amount of One Thousand Dollars (\$1,000.00).



Ms. Robinson asserted that something was done on July 15, 2024 to cause a tremendous decline in usage and she stated that the customer turned off the water at the main line. Ms. Robinson added that turning off the water does not resolve the problem and when the water is turned back on, the problem of water usage will remain.

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 Abubaker Suliman. (Testimony of Mr. Suliman)
2. The periods in dispute are: 6/28/2024 to 7/25/2024, and, 7/26/2024 to 8/26/2024. (The record in this matter)
3. During the periods in dispute, the property was vacant, in that, the tenant move out of the house in May 2024. (Testimony of Mr. Suliman)
4. As of the date of the hearing, the water bill is sent to the service address and the tenant's name remains on the bill. (Testimony of Ms. Robinson)
5. The property owner established an on-line account for the service address; however, he did not enroll with the utility for water usage alerts and he did not provide contact information in the form of a telephone number or email address. (Testimony of Mr. Robinson)
6. The property owner checked the property after the tenant vacated the property and the property owner checked the property upon receiving the bill in dispute. The property owner did not find anything amiss. (Testimony of Mr. Suliman)
7. The property owner did not hire a plumber to investigate the cause of usage occurring at the property because he relied upon his self-check of the property. (Testimony of Mr. Suliman)
8. Consecutive water usage began at the property on May 26, 2024 and continued until July 15, 2024 at 3:00 p.m. (Testimony of Ms. Robinson)
9. The customer telephoned DC Water regarding the water bill on July 15, 2024 at 3:08 p.m.
10. DC Water found no evidence of faulty computation of the bill. (Testimony of Ms. Robinson)
11. The water service was disconnected for non-payment on August 14, 2024, however, before disconnection, the water usage at the property stopped on July 15, 2024. (Testimony of Ms. Robinson)
12. DC Water tested the water meter and the meter was determined to have 101.07% accuracy. (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 party to pay for water and sewer services at a property and the obligation to pay DC Water's water and sewer charges runs with the property where the water services are rendered. See, Euclid Street, LLC v. D.C. Water and Sewer, 41 A. 3<sup>rd</sup> 453, D.C. Court of Appeals 2012)

## DECISION

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

The customer's dispute rested upon the fact that the tenant had vacated the property prior to the periods in dispute and the property was vacant. The customer testified that he possessed the sole key to the property and that he checked the property, locked the doors, checked the backyard, and lowered the air conditioning in the house. The customer acknowledged that the utilities, including water, remained on in the house after the tenant vacated the property and



while the customer stated that he checked the property, he did not elaborate that he, in fact, checked anything to do with plumbing in the house after the tenant vacated. The customer did state that he self-checked the property after his receipt of the bill reflecting high water usage. DC Water's representative pointed out that the water usage at the property stopped eight (8) minutes before the customer called DC Water about the bill received.

Ms. Robinson speculated that the property owner turned off the water to the property at the main line and that action caused the usage to stop. Ms. Robinson testified with certainty that something was done at the property on July 15, 2024, to cause a tremendous drop in usage and that the usage was controlled at the property.

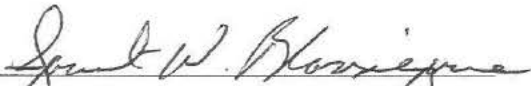
The testimony and evidence established that, despite having an on-line account with the utility, the property owner did not provide to the utility contact information in form of a telephone number or email address and the property owner is not enrolled in the utility alert service. As such, the property owner was unaware of continuous water usage or waste occurring at the property until he received the water bill reflecting usage occurring at the property.

The property owner testified that he relied upon his check of the property as opposed to enlisting the service of a plumber when he became aware of usage occurring at the property, as such, there is no plumber's report regarding the possible cause of usage occurring at the property or that no usage was occurring at the property.

On DC Water's part, the utility investigated the customer's bill dispute and found no evidence of faulty computation of the bill(s) and that the bill had been based upon actual meter reads from the property. The utility, also, tested the water meter and found that the meter was functioning appropriately.

Based upon foregoing, the Hearing Officer concludes that more likely than not water usage was occurring at the property during the period in dispute, that the bill(s) for service is correct and the property owner is responsible for payment. 21 DCMR § 408 dictates that after all checks and tests are done and no reasonable explanation is found for excessive water usage occurring at a property, DC Water does not adjust a customer's account for the excessive usage. Likewise, the property owner is responsible for water used at his/her property when there is no fault contributed to someone else or the utility or when the cause is unknown and no exception for relief to the owner is found in the regulations.

Accordingly, the determination by DC Water that there is no basis to warrant an adjustment of the customer's account and that the bill(s) is correct is hereby AFFIRMED.

  
Janet W. Blassingame, Hearing Officer

Date: May 14, 2025

Copy to:

Abubaker Suliman  
3217 Beaverwood Lane  
Silver Spring, MD 20906

Abubaker Suliman  
[REDACTED] Sherman Ave. NW  
Washington, DC 20001



BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

DEPARTMENT OF CUSTOMER SERVICES

IN RE: [REDACTED]

[REDACTED] Benning Rd NE  
Washington, DC 20019

Account Number: [REDACTED]  
Case No: 24-500269

Amount in Dispute: \$1,098.36

Before Janet W. Blassingame, Hearing Officer  
March 19, 2025 at 1:00 p.m.

The customer contested a water and sewer bill for the period April 19, 2024 to May 20, 2024. The DC Water and Sewer Authority (DC Water) investigated and determined that the charges were valid and no basis existed to adjust the account. The customer requested an administrative hearing.

This matter was scheduled for a remote hearing on March 19, 2025. Present for the hearing were: [REDACTED], and, Stephanie Robinson, on behalf of DC Water, and Kimberly Arrington, DC Water, observing only.

The property involved is a single-family residence, having one kitchen, two (2) bathrooms, a washing machine, a dishwasher and one outside faucet. Four (4) individuals reside in the house and the water and sewer bill generally ranges between \$160.00 and \$180.00 per billing cycle.

Ms. [REDACTED] testified that, when she received the water bill for over \$1,000.00, she telephoned DC Water and the service representative told her that the utility would send someone out to property.

Ms. [REDACTED] stated that her water bill was back to normal in the next month.

Ms. [REDACTED] stated that the meter box is in the basement and the DC Water service technician could not get a reading from the meter. She stated that a second service technician came out from the utility and the technician inspected her house for leaks and put something on the meter, however, she does not know what the technician put on the meter. She stated that the technician latched something onto the water meter.

Ms. [REDACTED] stated that her brother checked her house and found nothing leaking.

Ms. [REDACTED] acknowledged receiving a high-water usage alert from DC Water. She stated

that she thought that the alert was spam.

Ms. Robinson stated that the bill charges were based upon actual meter reads. She further, testified that DC Water sent high water usage alerts to the customer's home telephone number from April 16, 2024 to May 20, 2024. (During the hearing, Ms. [REDACTED] acknowledged that the telephone number used by DC Water for the alerts was, in fact, her telephone number and correct)

Ms. Robinson stated that Ms. [REDACTED] telephoned DC Water on May 28, 2024, regarding her water bill dated April 16, 2024, and the service representative told the customer to get a plumber. Ms. Robinson testified that the service representative heard Ms. [REDACTED] reference that there was a toilet problem. Ms. Robinson stated that the call came into the utility at 3:05 p.m. and was taken by the service representative, S. Campbell.

Ms. Robinson testified that DC Water did not conduct an underground inspection of the property because water usage declined before the June 24, 2024 bill was issued and, as such, it was determined that the water usage was controlled at the property and not the result of an underground leak.

Ms. Robinson acknowledged that there were spotty meter reads sent from the property on July 11, 2024.

Ms. Robinson stated that DC Water's bill investigation was completed on July 30, 2024 and it was concluded that 21 DCMR § 408 was applicable because the findings were inconclusive as to cause.

Ms. Robinson stated that DC Water removed the water meter on February 5, 2025 and that the water meter was tested on February 7, 2025 and the meter was determined to have 100.87% accuracy.

On cross-examination, Ms. [REDACTED] asserted that DC Water installed a new water meter at her house on February 5, 2025. Ms. [REDACTED] also stated that she never admitted to having a toilet leak and that she only said that she would go in the basement to check the toilet. She, added, that she did not pay a plumber or have any work done at the property

Ms. Robinson stated that meter reads were not coming in from the property every hour, so, DC Water replaced the MTU on July 18, 2024 and that water usage at the property had already declined by the time that the new MTU was installed.

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] with three (3) other people. (Testimony of [REDACTED])
2. The period in dispute is April 19, 2024 to May 20, 2024. (The record in this matter)
3. DC Water sent high water usage alerts to the customer from April 16, 2024 to May 20, 2024. (Testimony of Stephanie Robinson)
4. The customer thought that the high-water usage alerts were spam. (Testimony of [REDACTED])
5. DC Water tested that water meter and the meter was determined to have 100.87% accuracy. (Testimony of Stephanie Robinson)
6. DC Water ruled out the existence of an underground leak because the water usage decline without necessity of repair of such leak by DC Water. (Testimony of Stephanie Robinson)
7. The customer did not hire a plumber but did have her brother inspect the property. (Testimony of [REDACTED])
8. Water usage at the property declined during the period May 21, 2024 to June 20, 2024. (Testimony of [REDACTED] and Stephanie Robinson; DC Water Meter Readings-Billed Chart)
9. By the time that DC Water sent a service technician to the property on July 18, 2024, water usage had declined. (DC Water Meter Readings- Billed Chart)

#### 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 party to pay for water and sewer services at a property and the obligation to pay DC Water's water and sewer charges runs with the property where the water services are rendered. See, Euclid Street, LLC v. D.C. Water and Sewer, 41 A. 3<sup>rd</sup> 453, D.C. Court of Appeals 2012)

### DECISION

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

The testimony and evidence established that DC Water sent high water usage alerts throughout the period in dispute and the customer ignored the alerts asserting that she thought the alerts were spam. The customer called DC Water about her bill on May 28, 2024, and was told to get a plumber. The customer testified that she did not hire a plumber but had her brother inspect the house and he did not find anything amiss. The customer, however, did not state when her brother's inspection took place. It was clear from the evidence, however, that the high-water usage stopped by the next billing cycle. DC Water could not pinpoint the daily usage and, as such, the exact date that usage declined at the property due to lack of hourly/daily reads, but, by the next bill cycle, water usage was significantly down and back to within normal range, so water usage declined between May 21, 2024 and June 20, 2024.

On Dc Water's part, the utility tested the water meter, and the meter was determined to be functioning appropriately and within accepted meter accuracy. The utility changed the MTU device on the water meter. The MTU transmits meter read but has no bearing upon meter function and, as such, the fact that the MTU was not transmitting on an hourly/daily basis is not relevant. The utility, also, ruled out the existence of an underground leak because usage declined without necessity of repair and the nature of an underground leak is such that an underground leak requires repair to stop the leak.

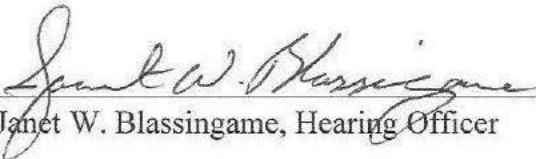
21 DCMR § 408 dictates that DC Water does not adjust a customer's account for excessive water usage or waste when all checks and tests fail to find a reasonable explanation to

explain the usage.



DC Water investigated that customer's bill dispute and found no basis to adjust the account concluding that something within the customer's residence caused the high usage because the usage declined. It is noted that the water usage declined after the customer received her bill and called DC Water and was told to hire a plumber. There was testimony alluding to a defective toilet, but the customer denied admitting to having a defective toilet, stating that she only would go to her basement to check the toilet. Notwithstanding the cause of the high usage at the property, the evidence and testimony established that DC Water's equipment was operating appropriately, the customer did not have an underground leak, and something was either turned off or repaired at the property causing a decline in water usage.

Ultimately, the property owner is responsible for water usage and/or water waste at his/her property when no fault is attributable to the utility or by regulation, the water usage is adjustable.

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

  
Janet W. Blassingame, Hearing Officer  
Date: May 14, 2025

Copy to:

  
 Benning Rd NE  
Washington, DC 20019



BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

DEPARTMENT OF CUSTOMER SERVICES

IN RE: Keith Crawford  
100 Seaton Pl NW  
Washington, DC 20001

Service Address:  
[REDACTED] Q St. SE

Account Number: [REDACTED]  
Case Number: 24-537225

Amount in Dispute: \$ 536.29

Before Janet W. Blassingame, Hearing Officer  
March 21, 2025 at 11:00 a.m.

The customer contested a water and sewer bill for the period April 23, 2024 to June 25, 2024. The DC Water and Sewer Authority (DC Water) investigated and determined that the charges were valid and no basis existed to adjust the account. The customer requested an administrative hearing.

This matter was scheduled for a remote hearing on March 21, 2025. Present for the hearing were: Keith Crawford, and Arlene Andrews, on behalf of DC Water.

The property involved is a 4-unit apartment building. Each unit has a kitchen and one bathroom. The building has one outside faucet which the owner stated is turned off at the valve. The building is monitored by one water meter and, at the time of the bill dispute, only one building unit was occupied by two individuals. The property owner stated that the other three (3) units had been vacant since 2018. The water and sewer bill had been ranging between \$150.00 and \$200.00 per billing cycle.

Mr. Crawford testified that he had a plumber inspect the building and the plumber found nothing wrong. He stated that the plumber was licensed but did the inspection on the side from his employment and, as such, there is no plumber's report. Mr. Crawford stated that he thinks that the inspection took place, maybe, in July 2024.

Mr. Crawford testified that the water valves were turned-off in the vacant units 5 or 6 years ago.

Mr. Crawford stated that he looked at the tenants' toilet and the toilet was not running. He stated that he did not do a dye test.

Mr. Crawford pointed out that 1 CCF of water is equivalent to 748 gallons of water. Ms. Andrews stated that the customer he is registered with DC Water to receive alerts and that his threshold is 3x normal usage. Ms. Andrews stated that an alert goes out after three (3) days of above threshold usage. She stated that the property owner was sent a high usage alert in August



2024. Mr. Crawford stated that he was told that he could not lower the alert threshold. Ms. Andrews responded that he can lower his threshold for alerts.

Mr. Crawford stated that on August 24, 2024, he had the plumber do somethings at the building. He stated that the plumber replaced a sink and changed some pipes. He, also, stated that the plumber re-built something.

Ms. Andrews interjected that water usage at the building deceased starting September 10, 2024. She stated that DC Water does not perform internal inspections of a customer's property, and that the property owner must have the building inspected inside. She added that the water meter tested within industry standard and water usage on the new meter is the same as it was on the old water meter.

Mr. Crawford stated that he read 21 DCMR § 408 and asked about the "public interest" exception for discretion by the General Manager. He cited that he cannot continue to rent to the tenant at the current rent rate and the tenant cannot pay a higher rent. He stated that the tenant has lived in his building for 20 years. Ms. Andrews responded that "public interest" generally, relates to the community as a whole and not one person. She cited as examples, a church and hospital.

Ms. Andrews asserted that no adjustment was warranted in this matter. She stated that the bill was based upon meter reads and that the water meter was tested on February 13, 2025, and determined to have 100.94% accuracy which means that the meter was functioning within the American Water Works Association standards.

Ms. Andrews asserted that the property owner had a plumber to fix something causing a decease in water usage at the building and based upon the testimony, 21 DCMR § 406 is applicable.

Mr. Crawford demanded an explanation as to why the meter test was delayed and Ms. Andrews explained that the meter is tested for the administration hearing. She asserted that the usage decrease tells the DC Water that the problem was controlled at the property.

Ms. Andrews testified that increased water usage occurred at the property April 1, 2024 to September 10, 2024. She stated that usage began as fluctuating usage but became continuous usage within the dispute period and the usage remained continuous until September 10, 2024.

Ms. Andrews stated that the utility did not perform an underground inspection. She pointed out that the customer did not submit a plumber's report and she re-asserted that the usage was controlled at the premises.

Ms. Andrews stated that the first high usage alerts were on August 7<sup>th</sup>, 27<sup>th</sup>, and 30<sup>th</sup>, when the usage met the 3x threshold.

The Hearing Officer notes that the customer's attempted bill dispute for April and May 2024 was ruled to be untimely by the utility. Also, the record shows that that CUNA alerts were 8/14/2024 to August 19, 2024, and that HUNA alerts were August 20<sup>th</sup>, 27<sup>th</sup> and 30<sup>th</sup>.

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

#### FINDINGS OF FACT

1. The property involved is a 4-unit building with only one occupied unit over the course of several years. (Testimony of Keith Crawford)
2. The period in dispute is May 23, 2024 to June 25, 2024. (The record in this matter)
3. DC Water started sending the property owner alerts of high-water usage occurring at the building as of August 2024. (Testimony of Arlene Andrews)
4. Increased water usage started at the building as of April 1, 2024 and continued until September 10, 2024. Usage started as fluctuating usage, then, because continuous usage. (Testimony of Arlene Andrews)
5. Initially, the property owner looked at the tenant's toilet and did not see a running toilet. The property owner, however, did not perform a dye test on the toilet. (Testimony of Keith Crawford)
6. The property owner had a plumber inspect the building and the plumber failed to detect anything wrong, however, the property owner had the plumber do somethings at the building on or about August 24, 2024. There was no plumber's report submitted to the utility by the property owner but the property owner stated that the plumber replaced a sink, changed some pipes, and re-built something. (Testimony of Keith Crawford)
7. DC Water tested the water meter and the meter was determined to have 100.94% accuracy. (Testimony of Arlene Andrews)

#### CONCLUSIONS OF LAW

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

See, 21 DCMR 403.

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

### DECISION

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

The property owner testified that he hired a licensed plumber who was moonlighting from his regular job and, as such, the plumber did not provide a plumber’s report evidencing what was done at the property. The property owner, however, did acknowledge that the plumber did perform work at the building. The property owner stated that work was performed on August 24, 2024, however, based upon the nature of the work described by the property owner as to what the plumber did and the fact that usage decreased starting on September 10, 2024, the accuracy of when the plumbing work was performed and the nature of the work performed, not being documented, cannot be verified. Based upon the property owner’s testimony, however, the preponderance of the evidence supports a finding that work was performed at the property and thereafter usage declined resulting in a normal bill to the customer for the period September 25, 2024 to October 23, 2024. (See, DC Meter Readings-Billed)

DC Water’s representative asserted that something was done internally at the building causing usage to decline. The Hearing Officer agrees with the DC Water assertion based upon the timing of the decline, the testimony that a plumber did perform work at the property, and that the meter was functioning properly.

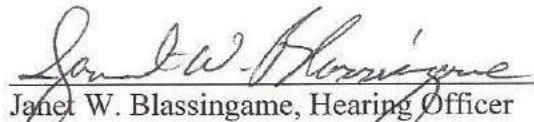
The property owner inquired regarding 21 DCMR 408 and argued that it would be in the public interest to adjust the account for excessive usage based upon the tenant’s inability to pay increased rent and the property owner’s inability to continue to subsidize the tenant at the current rent rate. Ms. Andrews explained that the discretion granted to adjust a customer’s bill based upon public interest has been interpreted by DC Water as going to the interest of the community as a whole and relates to church and hospitals, as examples, as opposed to one person. As such, based upon the utility interpretation of the regulation, the discretionary exception when all tests and checks fail to identify the cause of excessive water usage occurring at a property, does not apply in this matter.

While it was inferred that something was done at the property to cause the decreased in the water usage which would cause the applicable regulation to be 21 DCMR 406 relating leaks in household fixtures and faucets and other internal things that could cause usage inside of a property, because the property owner was not specific as to what the plumber did in the building, there was not plumber’s report and DC Water does inspect inside a property, leaving such



inspections to the property owner, the applicable regulation in this matter is 21 DCMR §408.

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

  
Janet W. Blassingame, Hearing Officer  
Date: May 14, 2025

Copy to:

Keith Crawford  
100 Seaton Pl. NW  
Washington, DC 20001

BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

DEPARTMENT OF CUSTOMER SERVICES

IN RE: Raina Giddings  
327 Fern Street  
West Hartford, CT 06119

Service Address:  
[REDACTED] Hawthorne Ct. NE

Account Number: [REDACTED]  
Case Number: 25-103468,

Amount in Dispute: \$ 2,034.86

Before Janet W. Blassingame, Hearing Officer  
March 28, 2025 at 10:00 a.m.

The customer contested a water and sewer bill for the period September 13, 2024 to October 10, 2024. The DC Water and Sewer Authority (DC Water) investigated and determined that the charges were valid and no basis existed to adjust the account. The customer requested an administrative hearing.

This matter was scheduled for a remote hearing on March 28 2025. Present for the hearing were: Raina Giddings; Stephanie Robinson and Kimberly Arrington, on behalf of DC Water.

The property involved is townhouse condo, having two (2) bathrooms, one kitchen, and a washing machine.

Ms. Giddings testified that her tenant of five (5) years has not paid rent or the water bill since the start of the Covid pandemic. Ms. Giddings stated that the tenant called the housing inspectors asserting that the property owner had not made repairs. Ms. Giddings stated that the tenant would not let people into the property to make repairs. Ms. Giddings stated that DC Water put a lien upon the property for unpaid water services. She stated that Catholic Charities assisted with payment of the outstanding water bill and she stated that she paid Two Thousand Dollars (\$2,000.00) to DC Water and, thereafter, there was a credit on the account.

Ms. Giddings stated that the water bill jumped to Six or Seven Thousand Dollars and when she called the utility, she was told that she owed Ten Thousand Dollars (\$10,000.00).

Ms. Giddings repeated that the tenant refused access to the property to the inspectors and property manager. Ms. Giddings stated that she fixed the issues at the property in February 2025. She stated that she replaced a toilet, the garbage disposal, shower, and faucets, and thereafter, the water bill went down to normal to Forty Dollars (\$40.00).

Ms. Giddings asserted that she did not understand the bill dispute process.

Ms. Giddings stated that the spike in usage was caused by a leak in the basement.

Ms. Giddings stated that DC Water thought that the increased water usage was outside and, as such, the utility conducted an underground leak inspection. She stated that no underground leak was found and she was told that the cause of the usage was inside of the property. Ms. Giddings stated that the tenant would let her agent into the master bedroom bathroom but nowhere else. She stated that, as soon as she was able to gain access, she fixed everything.

Ms. Giddings asked for a fair adjustment. She contended that the adjustment should be based upon pre-leak usage. She asserted that the increased water usage was not the owner's fault.

Ms. Giddings pointed out that 21 DCMR §3505.51b dictates that a tenant must allow access to premises.

Ms. Giddings stated that she lost her job on March 5, 2025.

Ms. Giddings stated that she had the water to the house turned off when water usage was spiking. She asserted that a DC Water representative told her to turn the water off. Ms. Giddings stated that the tenant did something to turn the water back on and the tenant's attorney told her that she could not turn the water off at the property.

Ms. Arrington interjected that DC Water has a program to allow installment payments and it, also, has an incentive plan under which the utility will remove 40% of the balance after 3 consecutive payments. Ms. Arrington identified that program as "DC Cares".

Ms. Giddings testified DC Water did not cut the water off to the property as she requested. She stated that she was told that the tenant could request restoration of the water service.

Ms. Giddings stated that the spike in water usage occurred from July 2024 to September 2024 and the water bill went from Forty Dollars (\$40.00) per month to her owing a balance of Fifteen Thousand Dollars (\$15,000.00).

Ms. Giddings asserted that DC Water penalizes property owners for tenant misbehavior. She stated that, after she has fixed the property issues, the tenant is still not paying.

Ms. Robinson stated that the charges are based upon actual meter reads and utility found no faulty computation of the customer's bill.

Ms. Robinson stated that HUNA alerts were sent to the customer from May 2, 2024 to October 3, 2024. She stated that service is turned off at the property. She added that CUNA alerts started on May 17, 2024 and, also, continued to October 3, 2024, when service was turned off by DC Water.



Ms. Robinson testified that DC Water conducted an underground leak inspection and found a leak on the private side. She stated that the customer was served a Compliance Notice. She stated that DC Water ruled out a service leak on the public side. She stated that the utility came out to the property on September 26, 2024 to check the MTU and water meter.

Ms. Robinson asserted that an adjustment to the account was not warranted based upon 21 DCMR § 406.2 which relates to leaking faucets/fixtures.

Ms. Robinson testified that on January 29, 2025, AH Jordan Plumbing & Mechanical found running toilets in the master bedroom and hallway bathrooms. She added she suspects that a problem with the shower may have contributed to the water loss at the property. She pointed out that no underground leak was found and the main service line had no leak.

Ms. Robinson pointed out that DC Water is a separate entity from the DC Government and the utility is governed by its own regulations. Ms. Giddings interjected that DC Water, also, says that a tenant cannot prevent access to a property. Ms. Robinson replied that what Ms. Giddings saw regarding DC Water relates to the utility's access to DC Water equipment such as the water meter and service line. Ms. Giddings retorted asking where is there protection when a tenant denies the property owner access to property and when the tenant does not pay. Ms. Robinson responded that DC Water does not handle landlord/tenant issues and the utility does not mediate between a landlord and tenant. She asserted that DC Water provides a service and the cause of the increased usage/water loss was not the fault of DC Water. Ms. Giddings responded that other jurisdictions hold the tenant responsible. She added that 2BA Air Quality replaced filters at the property but the tenant would not allow access to the master bedroom bathroom.

Ms. Robinson stated that the DC Water Cares Incentive Payment Plan is in place until September 30, 2025.

Ms. Arrington stated that the water was turned off a period in October 2024. Ms. Giddings stated that the plumber turned the water on to do repairs at the property and the tenant was using the water. She reiterated that the tenant's attorney said that the water cannot be turned off.

Ms. Giddings requests an account adjustment based upon hardship. Ms. Arrington responded that late fees on the account have been credited in the amount of \$694.00 in interest and penalty fees.

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 rental property owned by Raina Giddings. Ms. Giddings rents to one tenant who, since COVID, has failed to pay rent and water service and has denied access to the property. (Testimony of Raina Giddings)

2. The period in dispute is September 13, 2024 to October 10, 2024. (The record in this matter)
3. The disputed bill is in the amount of \$2,034.86, however as of the bill dated 10/10/24, the total amount due was \$15,652.05. (See, Bill Summary dated 10/10/24)
4. DC Water sent HUNA alerts from May 2, 2024 to October 3, 2024 and CUNA alerts from May 17, 2024 to October 3, 2024. (Testimony of Stephanie Robinson)
5. DC Water turned off water service to the property on October 3, 2024. (Testimony of the parties)
6. Despite the utility turning off water service, a plumber turned the water back on at the property and the tenant resumed using water. (Testimony of the parties)
7. DC Water conducted an underground leak inspection at the property and found no leak on the public side; the property owner was served with a Compliance Notice. (Testimony of Stephanie Robinson)
8. Running toilets were found and repaired in the master bedroom and hallway bathrooms. (Testimony of Stephanie Robinson; AH Jordan Plumbing & Mechanical report dated 1/29/2025)
9. In February 2025, a toilet was replaced and repairs were performed on a garbage disposal, shower, and faucets at the property and thereafter, water usage declined. (Testimony of Raina Giddings)

#### CONCLUSIONS OF LAW

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

See, 21 DCMR §403.
3. The repair of leaking faucets, household fixtures, and similar leaks, and the repair of malfunctioning water-cooled air conditioning equipment, are the responsibility of the owner or occupant, (21 DCMR 406)
4. The property owner is the ultimate 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,



DECISION

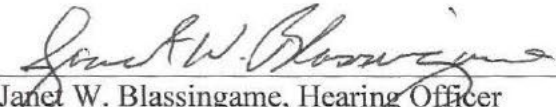
The property owner failed to meet her burden of showing that by a preponderance of the evidence the bill in dispute was wrong or for some other reason, she should not be held responsible for its payment.

The testimony and evidence established that the property owner has/had a tenant who was not paying rent, not paying for water service, and was refusing access to the property to allow for inspection and property repair. Ultimately, running toilets were found in the house as were other plumbing problems. When the toilets were repaired along with the other plumbing issues, the water usage at the property declined. DC Water conducted its investigation of the bill dispute and found no evidence of faulty computation of the bill, no underground leak on the public side and no problem with the water meter or MTU.

The property owner based her request for an account adjustment upon the tenant's refusal of access to the property and the property owner asserted that the tenant's bad behavior caused the increased water usage and the resulting financial hardship upon the owner due to the unrepaired plumbing issues at the property. DC Water placed a lien against the property for unpaid water service and the utility turned off service. Water service runs with the property and the utility is entitled to payment. The utility does not involve itself in landlord/tenant issues and the bad behavior of a tenant provides not relief to the property owner from the responsibility to pay for water service.

In this case, there was no dispute that defective toilets and other plumbing issues caused increased water usage/waste at the property. 21 DCMR §406 dictates that no adjustment will be made when excessive water usage is caused by a leaking toilet, defective faucet, or other household fixture.

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

  
Janet W. Blassingame, Hearing Officer

Date: May 14, 2025

Copy to:

Raina Giddings  
327 Fern St.  
West Hartford, CT 06119



BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

DEPARTMENT OF CUSTOMER SERVICES

IN RE: [REDACTED]

[REDACTED] 47<sup>th</sup> St. NW  
Washington, DC 20007

Account Number: [REDACTED]  
Case No: 25-137060

Amount in Dispute: \$75.86

Before Janet W. Blassingame, Hearing Officer  
March 28, 2025 at Noon

ORDER OF DEFAULT JUDGEMENT

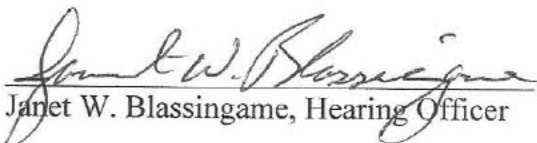
The customer contested a water and sewer bill for the period September 13, 2024 to October 10, 2024. The DC Water and Sewer Authority (DC Water) investigated and determined that the charges were valid and no basis existed to adjust the account. The customer requested an administrative hearing.

This matter was scheduled for a remote hearing on March 28, 2025. Present for the hearing were: Rona Myers and Kimberly Arrington, on behalf of DC Water. The customer, [REDACTED], failed to appear for the hearing.

The customer was afforded the customary grace period of 30 min, however at 12:19 p.m. the Administrative Assistance, Ms. Minor, was asked to telephone the customer to ensure that he was not having technical issues getting on-line for the hearing. Ms. Minor reported that she telephoned the customer using the telephone number on file with the utility and the customer failed to answer the telephone. At the conclusion of the grace period, Ms. Myers moved for dismissal of the bill dispute and a default judgment.

The oral motion of DC Water for a default judgment was granted based upon the customer's failure to appear for the scheduled hearing or to request, in advance, that the scheduled hearing be postponed. (See, 21 DCMR §415)

Accordingly, the determination by DC Water that the charges are valid is hereby AFFIRMED.

  
Janet W. Blassingame, Hearing Officer

Date: May 14, 2025

Copy to:

[REDACTED]

47<sup>th</sup> St. NW  
Washington, DC 20007

BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

DEPARTMENT OF CUSTOMER SERVICES

IN RE: MMT Partnership  
1005 N. Glebe Rd  
Suite 210  
Arlington, VA 22201

Service Address:  
633 Pennsylvania Ave. SE

Account No: 197503  
Case No: 24-582897

Amount in Dispute: \$3,276.09

Before Janet W. Blassingame, Hearing Officer  
March 31, 2025 at 1:00 p.m.

The customer contested a water and sewer bill for the period June 18, 2024 to July 16, 2024. The DC Water and Sewer Authority (DC Water) investigated and determined that the charges were valid and no basis existed to adjust the account. The customer requested an administrative hearing.

This matter was scheduled for a remote hearing on March 31, 2025. Present for the hearing were: Andrew Markert, Brendan McMahon, and Nathan Berger, Leaseholders and Principal Business Owners; and, Arlene Andrews, on behalf of DC Water.

Mr. Markert explained that the property involved is a restaurant which opened in December 2022, ran into financial issues during the Covid pandemic, operation issues due to restaurant competition, and closed as of March 2, 2025. The restaurant had two bathrooms, a kitchen, a 3-base sink- handwashing sink, vegetable prep sink, and dishwashing sink and a dishwasher. The operating hours were 11:00 a.m. to 11:00 p.m. or Midnight, 7-days per week. There were twenty (20) employees who initially worked shifts. Mr. Markert stated that by year 2024, the business was operating lean and they only had a skeleton crew of three (3) people working. He stated that sales started slowing and they closed the restaurant on Mondays and shortened their operating hours on Sunday. He stated that the water and sewer bill, historically, ranged between \$700.00 and \$900.00 per billing cycle, however, in June 2024, the bill jumped to over \$3,000.00.

Mr. Markert stated that he did not realize the jump in water usage/charges until the funds were withdrawn from the account thru auto-pay. He explained that the business had been enrolled in paperless billing. Mr. Markert admitted that he had not paid attention to the on-line account. He stated that the restaurant's water and sewer charges had been steady. Mr. Berger interjected, that in early July, they had a plumber friend inspect the property and the plumber found no leaks. He stated that DC Water conducted an underground leak inspection. He stated



that no plumber's report was generated as a result of their friend's inspection. Mr. Markert added that their associate told him that DC Water did not find anything wrong on the street level.

Mr. Berger stated that the final months of the restaurant's operation was a "catastrophe".

Ms. Andrews stated that auto-pay on the account was deactivated and a late payment on July 16 for a total balance of \$10,157.59 which brought the account up to March 25<sup>th</sup>. She stated that the customers' August bill was \$1,706.51 which reflected a decline in usage from that in July.

Mr. Berger stated that the final day of usage should have been March 2, 2025. Ms. Andrews responded that some usage occurred thereafter, but very little.

Mr. Berger stated that the friend who inspected the property was not the type of friend who would not have charged for work performed at the property if he had, in fact, done any work. Mr. Berger explained that the original restaurant was 5-doors down but the new restaurant took business from the old restaurant.

Ms. Andrews stated that usage at the property declined as of July 25, 2024. She asserted that no adjustment was warranted because the customer had been billed based upon actual meter reads. She testified that DC Water tested the water meter and the meter was determined to have 100.84% accuracy which meant that the meter was functioning within the standards set by the American Water Works Association.

Ms. Andrews testified that the utility's investigation revealed no evidence of meter overread, faulty computation or meter malfunction.

Ms. Andrews testified that the spike in water usage occurred from May 10, 2024 to July 25, 2024, and that the decline occurred two (2) days after the underground inspection during which an underground leak was detected and the customer was informed that the problem was inside of the property. She stated that DC Water did not send HUNA alerts to the customer because the usage did not meet the threshold of 6x normal usage as set by the customer for alerts.

Ms. Andrews asserted that 21 DCMR § 408.1 was applicable because the findings of what caused the increased usage were inconclusive after all tests and checks were performed.

Mr. Berger stated that he believes that the best path of action for them is to enter into a payment plan with the utility. He asserted that they made a series of mistakes, and he acknowledged that their friend might have "done them a solid" by not charging for a repair.

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

#### FINDINGS OF FACT

1. The property involved was a restaurant which experienced declining sales and ultimately closed on March 2, 2025. (Testimony of Andrew Markert)
2. Even after the restaurant's closure, some water usage occurred. (Testimony of Arlene Andrews)
3. The period in dispute is June 18, 2024 to July 16, 2024. (The record in this matter)
4. There was significant spike in water usage from May 10, 2024 to July 25, 2024. (Testimony of Arlene Andrews)
5. Water usage at the property declined as of July 25, 2024. (Testimony of Arlene Andrews)
6. DC Water conducted an underground leak inspection on July 23, 2024 and found no underground leak. The service technician concluded that the usage was a result of an internal problem. (DC Water Service/Work Order History Report dated Jul 23, 2024)
7. The customers had a plumber "friend" inspect the property for leaks after the underground inspection was done and although the customers were unaware of their friend doing any repairs at the property, Mr. Berger conceded that their friend might have done them a "solid." No plumber's report was prepared regarding the visit. (Testimony of Mr. Berger and Mr. Markert)
8. DC Water's investigation of the bill dispute found no evidence of meter overread, faulty computation or meter malfunction. (Testimony of Arlene Andrews)
9. DC Water tested the water meter and the meter was determined to have 100.84% accuracy. (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 property owner is the ultimate party to pay for water and sewer services at a property and the obligation to pay DC Water’s water and sewer charges runs with the property where the water services are rendered. See, Euclid Street, LLC v. D.C. Water and Sewer, 41 A. 3<sup>rd</sup> 453, D.C. Court of Appeals 2012)

### DECISION


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

21 DCMR §408 dictates that when all checks and tests are inconclusive as to the cause of excessive water usage occurring at a property, DC Water does not adjust the customer’s account.

Here, as a result of the bill investigation, DC Water found no evidence of meter malfunction, bill computation error or meter overread. The customer was billed based upon actual meter reads and the meter was functioning accurately.

DC Water conducted an underground leak inspection at the property on July 23, 2024 and, as a result of the inspection, found no underground leak and determined that the usage was an internal problem. Two (2) days after the underground leak inspection was done, the high-water usage declined. Testimony established that a plumber inspected the property for leaks after the underground leak inspection and although the customers testified that they were unaware of repairs being performed, one of the customers conceded that the plumber, who was a friend, may have done them a “solid”.

Based upon the foregoing, the weight of the evidence and testimony support the conclusion that DC Water’s determination that no basis exists for adjustment of the customer’s account, was correct. Accordingly, the determination by DC Water is hereby AFFIRMED.

  
Janet W. Blassingame, Hearing Officer

Date: May 14, 2025

Copies to:



MMT Partnership  
1005 N. Glebe Rd, Suite 210  
Arlington, VA 22201

Andrew Markert  
1127 West Virginia Ave. NE  
Washington, DC 20002

BEFORE 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] 6<sup>th</sup> 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

ORDER

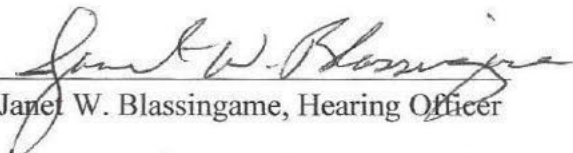
This matter comes back before the Hearing Officer upon a request by Lawrence D. Chitlik for reconsideration of an Order dated September 27, 2024 regarding the customer's bill disputes noted above. The request letter is dated November 21, 2024, but conveyed to the Hearing Officer on April 2, 2025.

The customer's request for reconsideration was not timely made.

The customer could request reconsideration of the Decision by the Hearing Officer, but he had to do so no later than 10 days after the decision. (Rule 59e, DC Superior Court Civil Rules of Procedure) The time to request reconsideration has expired.

The customer had a right to appeal the Administrative Hearing Decision to the DC Court of Appeals within 30 days of receipt or notification of the decision. The time for appeal has expired. (Rule 15 of the DC Court of Appeals)

Based upon the customer's failure to timely file the request for reconsideration, the request is hereby DENIED.

  
Janet W. Blassingame, Hearing Officer

Date: May 14, 2025

Copy to:

Lawrence D. Chitlik  
703 Locust Street  
Cambridge, MD 21613



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: 24-333744

Amount in Dispute: \$3,034.05

Bill Date: 12/18/2023

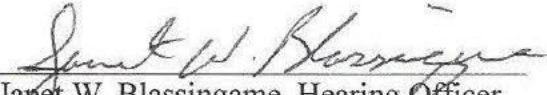
ORDER

This matter comes before the Hearing Officer upon a Motion to Dismiss Administrative Hearing Petition by the District of Columbia Water and Sewer Authority (“DC Water”). The Hearing Officer has reviewed the bill dated December 18, 2023, DC Water’s Interaction Records, the customer’s Petition For Administrative Hearing, DC Water’s Pre-Investigation Report dated January 19, 2024, and considered the allegations of the Motion. Based upon the foregoing, the Hearing Officer finds that the customer has failed to timely dispute the bill dated December 18, 2023, and, as such, the Motion to Dismiss Administrative Hearing Petition for the bill October 26, 2023 should be and hereby is GRANTED.

All bill disputes are to be made in writing within twenty (20) calendar days of the bill date. 21 DCMR § 402.2 (2022) The Dispute Deadline is reflected on the front of the customer’s bill and, in this case, the printed dispute deadline was January 7, 2024 for the bill dated December 18, 2023. The customer disputed the bill on January 9, 2023. DC Water determined that the bill dispute was untimely.

The customer disputed the previous water bill for the period September 19, 2023 to November 16, 2023 and wrote that the dispute of the December 18, 2023 bill was a continuation of the dispute. A hearing was held on the customer’s dispute of the November 20, 2023 bill. The hearing was held on August 2, 2024 and a Decision was rendered concluding that 21 DCMR § 408 was applicable because all tests and checks performed by the utility and customer failed to conclusively determine the cause of the high-water usage. Moreover, it was found that usage at the property declined in January 2024. During the hearing, it was noted that DC Water found the customer’s dispute of December 18, 2023 bill untimely and that a Motion to Dismiss would be filed. The December 18, 2023 bill was not part of the hearing held.

DC Water's purpose in imposing time limits upon a customer to dispute a bill and to request an administrative hearing is to avoid potential prejudice to the utility's orderly administration of its billing process. (See, Gatewood v DC WASA, 82 A. 3d 41, D.C. Court of Appeals 2013. The applicable regulation is a rule processing rule and the utility can waive the time limit. In this case, DC Water did not waive its time limit and the customer failed to dispute the bills in a timely manner.

  
Janet W. Blassingame, Hearing Officer  
Date: May 14, 2025

Copy to:

Michael Healy  
Lincoln Park Overlook Condo  
[REDACTED] East Capitol Street, SE  
Washington, DC 20003

Lincoln Park Overlook Condo  
c/o K & M Property MGMT LLC  
P.O. Box 11345  
Washington, DC 20008

BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

IN RE: VISTA MGMT. CO. INC.  
12041 Bournefield Way  
Suite C  
Silver Spring, MD 20904

Service Address:  
[REDACTED] Quincy St. NE  
Washington, DC 20001

Account No: [REDACTED]  
Case Number: 24-385629

<u>Amount in Dispute</u>	<u>Bill Date</u>
\$2,813.95	3/16/2023
\$2,259.31	2/15/2023
\$2,027.43	1/18/2023
\$2,483.78	12/19/2022
\$2,417.89	11/16/2022
\$2,454.11	10/20/2022
\$1,837.73	9/16/2022
\$1,062.87	8/15/2022
\$1,214.13	7/18/2022
\$1,039.81	6/15/2022
\$954.09	5/16/2022
\$1,044.29	4/15/2022
\$911.70	3/15/2022
\$1,010.42	2/16/2022
\$1,036.06	1/19/2022

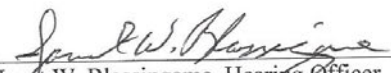
ORDER

This matter comes before the Hearing Officer upon a Motion to Dismiss Administrative Hearing Petition by the District of Columbia Water and Sewer Authority ("DC Water"). The Hearing Officer has reviewed the bills noted above dated from 1/19/2022 to 3/16/2023, DC Water's Interaction Records, the customer's plumber's report attached to the Administrative Hearing Petition, the Administrative Hearing Petition and considered the allegations of the Motion. Based upon the foregoing, the Hearing Officer finds that the customer has failed to timely dispute the bills dated 1/19/22 to 3/16/2023 and, as such, the Motion to Dismiss Administrative Hearing Petition for said bills should be and hereby is GRANTED.

All bill disputes are to be made in writing within twenty (20) calendar days of the bill date. 21 DCMR § 402.2 (2022) The Dispute Deadline is reflected on the front of the customer's bill and, in this case, the printed dispute deadline for the latest bill – 3/16/2023, was 4/5/2023. The customer disputed all the bills on 5/5/2023. DC Water determined that the bill dispute was untimely.



DC Water's purpose in imposing time limits upon a customer to dispute a bill and to request an administrative hearing is to avoid potential prejudice to the utility's orderly administration of its billing process. (See, Gatewood v DC WASA, 82 A. 3d 41, D.C. Court of Appeals 2013. The applicable regulation is a rule processing rule and the utility can waive the time. In this case, DC Water did not waive its time limit and the customer failed to dispute the bills in a timely manner.

  
Janet W. Blassingame, Hearing Officer

Date: May 14, 2025

Copy to:

Vista Mgmt. Co. Inc.  
12041 Bournefield Way, Suite C  
Silver Spring, MD 20904

BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

IN RE: AMTRAK-FILE 7178  
c/o ECOVA- MS 1585  
P.O. Box 2440  
Spokane, WA 99210-2440

Service Address:  
1801 9<sup>th</sup> St. NE

Account Number: [REDACTED]  
Case Number: 24-560504

Amount in Dispute: \$72,019.22

Bill Date: 5/31/2024

ORDER

This matter comes before the Hearing Officer upon a Motion to Dismiss Administrative Hearing Petition by the District of Columbia Water and Sewer Authority ("DC Water"). The Hearing Officer has reviewed the bill dated May 31, 2024, the customer's Administrative Hearing Petition dated August 30, 2024, the customer's Online Dispute Form dated July 9, 2024, DC Water's Pre-Investigation Report dated August 27, 2024, DC Water's Interaction Records, and considered the allegations of the Motion. Based upon the foregoing, the Hearing Officer finds that the customer has failed to timely dispute the bill dated May 31, 2024 and, as such, the Motion to Dismiss Administrative Hearing Petition for the bill dated May 31, 2024 should be and hereby is GRANTED.

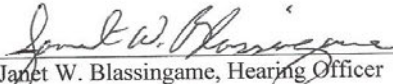
All bill disputes are to be made in writing within twenty (20) calendar days of the bill date. 21 DCMR § 402.2 (2022) The Dispute Deadline is reflected on the front of the customer's bill and, in this case, the printed dispute deadline was June 20, 2024 for the bill dated May 31, 2024. The customer disputed the May bill on July 9, 2024. DC Water determined that the bill dispute was untimely.

The customer alleged that DC Water was delayed in alerting it of the issue and there was a delay in billing. The record reflects, however, that DC Water sent 20 HUNA alerts of high-water usage occurring at the property to the customer between April 22, 2024 thru May 20, 2024. The customer's representative on May 31, 2024 acknowledged the telephone number to which the alerts had been sent. The record, further, reflects that a leak was found at 900 Brentwood Rd. NE and the customer had contractors repair the leak and the repair resolved the high usage.

The customer alleged an equity defense that DC Water caused it to be damaged- i.e., incur a high-water bill., and, as such, the time limit should not apply. Laches, if the customer had clean hands, could have toll the deadline for dispute of the water bill. The customer, in this case, did not have clean hands and the utility did not cause the excessive water usage. Laches comes into play when two prerequisites are met- the customer must have been prejudiced by the utility'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) Here, the utility sent numerous alerts to the customer of high-water usage occurring at the property and the customer failed to take heed either due to lack of oversight or negligence in

ignoring the alerts. Irrespective of why the alerts were not acted upon by the customer, no fault is found against DC Water for the delay in addressing the leak ultimately found and repaired.

DC Water's purpose in imposing time limits upon a customer to dispute a bill and to request an administrative hearing is to avoid potential prejudice to the utility's orderly administration of its billing process. (See, Gatewood v DC WASA, 82 A. 3d 41, D.C. Court of Appeals 2013. The applicable regulation is a rule processing rule and the utility can waive the time limit. In this case, DC Water did not waive its time limit and the customer failed to dispute the bill in a timely manner.

  
Janet W. Blassingame, Hearing Officer  
Date: May 14, 2025

Copy to:

AMTRAK-FILE 7178  
C/O ECOVA-MS 1586  
P.O. Box 2440  
Spokane, WA 99210-2440

AMTRAK-FILE 7178  
1801 9<sup>th</sup> St. NE  
Washington, DC 20018-1001

---



BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

IN RE: Hai Le

Service Address:  
103 Rhode Island Ave., NW  
Washington, DC 20001

Account No: [REDACTED]  
Case Number: 24-681123

Amount in Dispute- \$2,022.81

Bill Date- 11/20/23

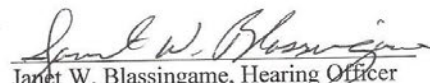
ORDER

This matter comes before the Hearing Officer upon a Motion to Dismiss Administrative Hearing Petition by the District of Columbia Water and Sewer Authority ("DC Water"). The Hearing Officer has reviewed the bill dated November 20, 2023, DC Water's Interaction Record, DC Water's Pre-Investigation Report dated September 3, 2024 and the customer's Petition for Administrative Hearing and considered the allegations of the Motion. Based upon the foregoing, the Hearing Officer finds that the customer has failed to timely dispute the bill dated November 20, 2023 and, as such, the Motion to Dismiss Administrative Hearing Petition for the bill dated November 20, 2023 should be and hereby is GRANTED.

All bill disputes are to be made in writing within twenty (20) calendar days of the bill date. 21 DCMR § 402.2 (2022) The Dispute Deadline is reflected on the front of the customer's bill and, in this case, the printed dispute deadline was December 10, 2023 for the bill dated November 20, 2023. The customer disputed the bill on July 9, 2024. DC Water determined that the bill dispute was untimely.

DC Water's purpose in imposing time limits upon a customer to dispute a bill and to request an administrative hearing is to avoid potential prejudice to the utility's orderly administration of its billing process. (See, *Gatewood v DC WASA*, 82 A. 3d 41, D.C. Court of Appeals 2013. The applicable regulation is a rule processing rule and the utility can waive the time limit. In this case, DC Water did not waive its time limit and the customer failed to dispute the bills in a timely manner.

[It is noted that the customer submitted a total of four (4) bill disputes on July 9, 2024 referencing in the Comment section of each dispute that "This is for Oct. 2023 billed for \$2068.16". DC Water generated two Case Numbers and two Motions to Dismiss. The above matter pertains to Bill dated 11/20/2023 and the Motion to Dismiss the same. The other bill disputes pertained to bills dated 3/14/2024, 4/11/2024 and 6/13/2024 and have been dealt with in a separate Motion to Dismiss.]

  
Janet W. Blassingame, Hearing Officer  
Date: May 14, 2025

Copy to:

Hai Le  
103 Rhode Island Ave. NW  
Washington, DC 20001

---

BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

IN RE: Hai Le

Service Address:  
103 Rhode Island Ave., NW  
Washington, DC 20001

Account No: [REDACTED]  
Case Number: 24-560632

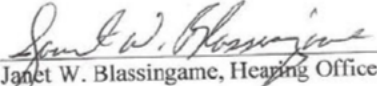
<u>Amount in Dispute</u>	<u>Bill Date</u>
\$41.18	3/14/2024
\$40.08	4/11/2024
\$89.00	6/13/2024

ORDER

This matter comes before the Hearing Officer upon a Motion to Dismiss Administrative Hearing Petition by the District of Columbia Water and Sewer Authority ("DC Water"). The Hearing Officer has reviewed the bills dated March 14, 2024, April 11, 2024, and June 13, 2024, DC Water's Interaction Records, the customer's email dated July 26, 2024, DC Water's Pre-Investigation Report dated July 25, 2024, and considered the allegations of the Motion. Based upon the foregoing, the Hearing Officer finds that the customer has failed to timely dispute the bills dated March 14, 2024, April 11, 2024, and June 13, 2024 and, as such, the Motion to Dismiss Administrative Hearing Petition for the bills dated March 14, 2024, April 1, 2024 and June 13, 2024 should be and hereby is GRANTED.

All bill disputes are to be made in writing within twenty (20) calendar days of the bill date. 21 DCMR § 402.2 (2022) The Dispute Deadline is reflected on the front of the customer's bill and, in this case, the printed dispute deadline was April 3, 2024 for the bill dated March 14, 2024, the printed dispute deadline was May 1, 2024 for the bill dated April 11, 2024, and the printed disputed deadline was July 3, 2024 for the bill dated June 13, 2024. The customer disputed all three (3) bills on July 9, 2024. DC Water determined that the bill dispute was untimely.

DC Water's purpose in imposing time limits upon a customer to dispute a bill and to request an administrative hearing is to avoid potential prejudice to the utility's orderly administration of its billing process. (See, Gatewood v DC WASA, 82 A. 3d 41, D.C. Court of Appeals 2013. The applicable regulation is a rule processing rule and the utility can waive the time limit. In this case, DC Water did not waive its time limit and the customer failed to dispute the bills in a timely manner.

  
Janet W. Blassingame, Hearing Officer  
Date: May 14, 2025



Copy to:  
Hai Le  
103 Rhode Island Ave. NW  
Washington, DC 20001

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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: 24-333744

Amount in Dispute: \$3,034.05

Bill Date: 12/18/2023

ORDER

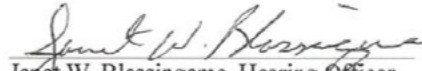
This matter comes before the Hearing Officer upon a Motion to Dismiss Administrative Hearing Petition by the District of Columbia Water and Sewer Authority ("DC Water"). The Hearing Officer has reviewed the bill dated December 18, 2023, DC Water's Interaction Records, the customer's Petition For Administrative Hearing, DC Water's Pre-Investigation Report dated January 19, 2024, and considered the allegations of the Motion. Based upon the foregoing, the Hearing Officer finds that the customer has failed to timely dispute the bill dated December 18, 2023, and, as such, the Motion to Dismiss Administrative Hearing Petition for the bill October 26, 2023 should be and hereby is GRANTED.

All bill disputes are to be made in writing within twenty (20) calendar days of the bill date. 21 DCMR § 402.2 (2022) The Dispute Deadline is reflected on the front of the customer's bill and, in this case, the printed dispute deadline was January 7, 2024 for the bill dated December 18, 2023. The customer disputed the bill on January 9, 2023. DC Water determined that the bill dispute was untimely.

The customer disputed the previous water bill for the period September 19, 2023 to November 16, 2023 and wrote that the dispute of the December 18, 2023 bill was a continuation of the dispute. A hearing was held on the customer's dispute of the November 20, 2023 bill. The hearing was held on August 2, 2024 and a Decision was rendered concluding that 21 DCMR § 408 was applicable because all tests and checks performed by the utility and customer failed to conclusively determine the cause of the high-water usage. Moreover, it was found that usage at the property declined in January 2024. During the hearing, it was noted that DC Water found the customer's dispute of December 18, 2023 bill untimely and that a Motion to Dismiss would be filed. The December 18, 2023 bill was not part of the hearing held.

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DC Water's purpose in imposing time limits upon a customer to dispute a bill and to request an administrative hearing is to avoid potential prejudice to the utility's orderly administration of its billing process. (See, Gatewood v DC WASA, 82 A. 3d 41, D.C. Court of Appeals 2013. The applicable regulation is a rule processing rule and the utility can waive the time limit. In this case, DC Water did not waive its time limit and the customer failed to dispute the bills in a timely manner.

  
Janet W. Blassingame, Hearing Officer  
Date: May 14, 2015

Copy to:

Michael Healy  
Lincoln Park Overlook Condo  
[REDACTED] East Capitol Street, SE  
Washington, DC 20003

Lincoln Park Overlook Condo  
c/o K & M Property MGMT LLC  
P.O. Box 11345  
Washington, DC 20008

---



BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

IN RE: [REDACTED]  
[REDACTED] Bryant St. NE  
Washington, DC

Account No: [REDACTED]  
Case Number: 24-108520

Amount in Dispute: \$2,523.46

Bill Date: 10/26/2023

ORDER

This matter comes before the Hearing Officer upon a Motion to Dismiss Administrative Hearing Petition by the District of Columbia Water and Sewer Authority ("DC Water"). The Hearing Officer has reviewed the bill dated October 26, 2023, DC Water's Interaction Records, the customer's email dated November 20, 2023, DC Water's Pre-Investigation Report dated November 24, 2023, and considered the allegations of the Motion. Based upon the foregoing, the Hearing Officer finds that the customer has failed to timely dispute the bill dated October 26, 2023, and, as such, the Motion to Dismiss Administrative Hearing Petition for the bill October 26, 2023 should be and hereby is GRANTED.

All bill disputes are to be made in writing within twenty (20) calendar days of the bill date. 21 DCMR § 402.2 (2022) The Dispute Deadline is reflected on the front of the customer's bill and, in this case, the printed dispute deadline was November 15, 2023 for the bill dated October 26, 2023. The customer disputed the bill on November 20, 2023. DC Water determined that the bill dispute was untimely.

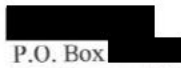

A review of the DC Water Interaction Records showed that the customer disputed bills dated 7/18/2023 and 8/15/2023. The customer expressed her desire to dispute her September 2023 bill before the bill was issued, and DC Water advised her that she could not dispute a future bill that did not exist. The utility advised the customer on several occasions that a dispute is not continuous, and each bill must be disputed in writing by the deadline date on the bill. With respect to the customer's September 2023 bill, DC Water advised that the customer that after she received the bill, she would have until the deadline date printed on the bill to submit her written dispute. (See, DC Water Interaction Record pg. 8, 9, and 21) It appears from the record that the customer did not dispute her September 2023 despite her stated intent to do so. The customer disputed the October 26, 2023 bill on November 20, 2023, five days after the dispute deadline.

DC Water's purpose in imposing time limits upon a customer to dispute a bill and to request an administrative hearing is to avoid potential prejudice to the utility's orderly administration of its billing process. (See, *Gatewood v DC WASA*, 82 A. 3d 41, D.C. Court of Appeals 2013. The applicable regulation is a rule processing rule and the utility can waive the time limit. In this case, DC Water did not waive its time limit and the customer failed to dispute the bills in a timely manner.

---

Janet W. Blassingame  
Janet W. Blassingame, Hearing Officer  
Date: May 14, 2025

Copy to:

  
P.O. Box   
Washington, DC 20090

BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

IN RE: [REDACTED]  
[REDACTED] Branch Ave. SE  
Washington, DC 20020

Account No: [REDACTED]  
Case Number: 24-188513

Amount in Dispute: \$340.78

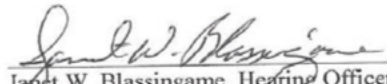
Bill Date: 10/24/2023

ORDER

This matter comes before the Hearing Officer upon a Motion to Dismiss Administrative Hearing Petition by the District of Columbia Water and Sewer Authority ("DC Water"). The Hearing Officer has reviewed the bill dated October 24, 2023, DC Water's Interaction Records, the customer's email dated March 13, 2024, DC Water's Pre-Investigation Report dated March 13, 2024, and considered the allegations of the Motion. Based upon the foregoing, the Hearing Officer finds that the customer has failed to timely dispute the bill dated October 24, 2023, and, as such, the Motion to Dismiss Administrative Hearing Petition for the bill October 24, 2023 should be and hereby is GRANTED.

All bill disputes are to be made in writing within twenty (20) calendar days of the bill date. 21 DCMR § 402.2 (2022) The Dispute Deadline is reflected on the front of the customer's bill and, in this case, the printed dispute deadline was November 13, 2023 for the bill dated October 24, 2023. The customer disputed the bill on January 5, 2024. DC Water determined that the bill dispute was untimely.

DC Water's purpose in imposing time limits upon a customer to dispute a bill and to request an administrative hearing is to avoid potential prejudice to the utility's orderly administration of its billing process. (See, Gatewood v DC WASA, 82 A. 3d 41, D.C. Court of Appeals 2013. The applicable regulation is a rule processing rule and the utility can waive the time limit. In this case, DC Water did not waive its time limit and the customer failed to dispute the bills in a timely manner.

  
Janet W. Blassingame, Hearing Officer  
Date: May 14, 2025

Copy to:

[REDACTED]  
[REDACTED] Branch Ave. SE  
Washington, DC 20020



BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

IN RE: Bruk Taeme  
2813 2<sup>nd</sup> St. S  
Arlington, VA 22204-2017

Service Address:  
[REDACTED] T St. SE  
Washington, DC 20020

Account No: [REDACTED]  
Case Number: 24-610952

<u>Amount in Dispute</u>	<u>Bill Date</u>
\$838.24	3/26/24
\$3,385.90	4/25/24

ORDER

This matter comes before the Hearing Officer upon a Motion to Dismiss Administrative Hearing Petitions by the District of Columbia Water and Sewer Authority ("DC Water"). The Hearing Officer has reviewed the bills dated March 26, 2024 and April 25, 2024, DC Water's Interaction Records, the customer's Opposition to DC Water's Motion To Dismiss, the Administrative Hearing Petitions, and considered the allegations of the Motion. Based upon the foregoing, the Hearing Officer finds that the customer has failed to timely dispute the bills dated March 26, 2024 and April 25, 2024, as such, the Motion to Dismiss Administrative Hearing Petition for the bills dated March 26, 2024 and April 25, 2024 should be and hereby is GRANTED.

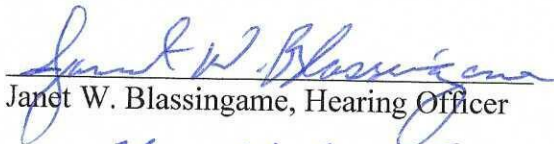
All bill disputes are to be made in writing within twenty (20) calendar days of the bill date. 21 DCMR § 402.2 (2022) The Dispute Deadline is reflected on the front of the customer's bill and, in this case, the printed dispute deadline was May 15, 2024 for the bill dated April 25, 2024 and the printed dispute deadline was April 15, 2024 for the bill dated March 28, 2024. The customer disputed the bills on June 4, 2024. DC Water determined that the bill dispute was untimely.

In the customer's Opposition to the Motion to Dismiss, the customer asserted difficulty in getting accurate information and timely communication from WASA on the proper process of disputing the bills. The customer alleged that a DC Water employee gave him information to fix the plumbing and leakage issue leading to inaccurate meter reading before submitting the dispute, that the utility failed to investigate the dispute, and that the certificate of service on the Motion to Dismiss was incorrect. (See, Customer Opposition email dated 12/28/2024) In Reply, DC Water pointed out that the dispute process is outlined on the back of the water and sewer bill and on DC Water's website. The utility, further, responded that it is not obligated to investigate untimely disputed bills. Lastly, the utility pointed out that, in this matter, the certificate of service date of 12/13/2024 favored the customer, considering, the posted stamp date of 12/12/2024. With respect to the allegation that a DC Water employee told the customer to delay submitting the dispute, the record reflects an email to the customer from DC Water dated 2/28/2024 referencing a repair notice for repair of deficiencies regarding an inlet and outlet valve. Said communication was regarding a meter replacement and had nothing to do with disputing a bill. On 3/11/2024, the

customer requested information regarding disputing a bill and was forwarded to DC Water [Service@DCWater.com](mailto:Service@DCWater.com).

Based upon the foregoing, the Hearing Officer finds no basis to deny the Motion to Dismiss.

DC Water's purpose in imposing time limits upon a customer to dispute a bill and to request an administrative hearing is to avoid potential prejudice to the utility's orderly administration of its billing process. (See, Gatewood v DC WASA, 82 A. 3d 41, D.C. Court of Appeals 2013. The applicable regulation is a rule processing rule and the utility can waive the time limit. In this case, DC Water did not waive its time limit and the customer failed to dispute the bills in a timely manner.

  
Janet W. Blassingame, Hearing Officer  
Date: May 14, 2025

Copy to:

Brak Taeme  
2813 2<sup>nd</sup> St S  
Arlington, VA 22204-2017

BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

IN RE: Bruk Taeme  
2813 2<sup>nd</sup> St. S  
Arlington, VA 22204-2017

Service Address:  
[REDACTED] T St. SE  
Washington, DC 20020

Account No: [REDACTED]  
Case Number: 24-610950

Amount in Dispute: \$741.28

Bill Date: 1/24/2024

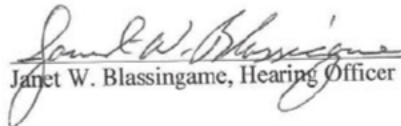
ORDER

This matter comes before the Hearing Officer upon a Motion to Dismiss Administrative Hearing Petition by the District of Columbia Water and Sewer Authority ("DC Water"). The Hearing Officer has reviewed the bill dated January 24, 2024, DC Water's Interaction Records, DC Water's Pre-Investigation Report dated August 6, 2024 on which the customer returned the Petition for Administrative Hearing and considered the allegations of the Motion. Based upon the foregoing, the Hearing Officer finds that the customer has failed to timely dispute the bill dated January 24, 2024, and, as such, the Motion to Dismiss Administrative Hearing Petition for the bill January 24, 2024, should be and hereby is GRANTED.

All bill disputes are to be made in writing within twenty (20) calendar days of the bill date. 21 DCMR § 402.2 (2022) The Dispute Deadline is reflected on the front of the customer's bill and, in this case, the printed dispute deadline was February 13, 2024 for the bill dated January 24, 2024. DC Water cited June 4, 2024 as the date that the customer disputed the bill and DC Water determined that the bill dispute was untimely. In an email dated July 14, 2024 to DC Water, the customer wrote that they "initially contacted DC Water on March 11 to dispute our water bill" and that they "had email correspondence dated 3/11, 3/21, 6/6, and 7/2". (See, DC Water Interaction Records pg. 5.

Even if one accepted that the customer disputed the bill on March 11, 2024, the customer failed to timely dispute the bill dated January 24, 2024, for which the dispute deadline was February 13, 2024.

DC Water's purpose in imposing time limits upon a customer to dispute a bill and to request an administrative hearing is to avoid potential prejudice to the utility's orderly administration of its billing process. (See, *Gatewood v DC WASA*, 82 A. 3d 41, D.C. Court of Appeals 2013. The applicable regulation is a rule processing rule and the utility can waive the time limit. In this case, DC Water did not waive its time limit and the customer failed to dispute the bills in a timely manner.

  
Janet W. Blassingame, Hearing Officer



Date: \_\_\_\_\_

Copy to:

Bruk Taeme  
2813 2<sup>nd</sup> St S  
Arlington, VA 22204-2017

\_\_\_\_\_

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

**IN RE:** [REDACTED]  
[REDACTED] Cathedral Ave NW  
Washington, DC 20016

Account No. [REDACTED]  
Case No. 25-94814

Total Amount in Dispute: \$239.62

Before Carolyn Elefant, Hearing Officer  
April 24, 2025

The customer contested a water bill for the property at [REDACTED] Cathedral Ave NW, Washington D.C. The disputed bill is dated November 1, 2024, for the period of October 2, 2024 to November 1, 2024, in the amount of \$239.62.

The D.C. Water and Sewer Authority (D.C. 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 April 24, 2025, for a remote hearing. Present for the hearing were [REDACTED] [REDACTED] representing his property, and Kimberley Arrington, appearing on behalf of D.C. Water.

The property involved is a 4,600 square-foot single family home with four full baths, two half baths, and a sprinkler system. Mr. [REDACTED] and his wife currently occupy the home and have lived there since 2013. Prior to the disputed bill, the average water bill was approximately \$88 to \$125, increasing to double or triple that amount during the summer months.

Mr. [REDACTED] explained that the property's sprinkler system, which increases water usage significantly, is turned on each year in June. He testified that he had occasionally received a bill that seemed unusually high in the past, such as his August 2024 bill totaling \$649.96. He noted that the November 1, 2024 bill stood out to him because the home was unoccupied for three weeks of the disputed billing period. Mr. [REDACTED] explained that from October 4, 2024 to October 21, 2024, he and his wife were away from the property, out of state.

Mr. [REDACTED] recalled receiving a text message from D.C. Water while they were away that stated that between October 14, 2024, 6 a.m. and October 15, 2024, 2 a.m. there was constant water usage of at least 7.48 gallons. He noted that he was initially concerned that there was a leak in the house or a broken fixture. Mr. [REDACTED] testified that when he returned home on October 21, 2024, D.C. Water told him to have someone visit the property and inspect for leaks.

Mr. [REDACTED] stated that then he retained a plumbing and heating company service to investigate the house and submitted the report to D.C. Water. He explained that he paid \$590 for the inspection believing there was a serious issue causing high water usage, only for the plumber

to find no evidence of water leakage or any condition that would justify excessive consumption. He added that the plumber replaced a small valve during the visit.

Mr. [REDACTED] stated that shortly after the plumber was called out, he received the disputed bill in the amount of \$239.62. He explained that this bill alarmed him, as there was clearly something wrong with his pipe or something leading into the property. Mr. [REDACTED] noted that he then called D.C. Water, who informed him that they were unable to help him. He recalled that he told them that he followed their instruction to have a plumber inspect the property, he had a report, and there was no leak. He added that he asked how D.C. Water could send him a bill for \$239.62 when the property was unoccupied and no water was used.

Mr. [REDACTED] testified that he opened a dispute for the November 1, 2024, bill because the charges seemed unusual to him. He noted that he fully expected to be charged a fixed fee for the property's water hookup, potentially in the amount of \$50 to \$100, but \$239.62 appeared to be unreasonably high. Mr. [REDACTED] stated that he was seeking an explanation for the high bill amount, which he had not yet received.

Mr. [REDACTED] mentioned that the plumber observed a valve on the toilet that was deteriorating and recommended replacing it while on site. He explained that he agreed to the replacement to avoid incurring additional plumbing costs in the future. Mr. [REDACTED] stated that the plumber clearly indicated that the issue could not have resulted in a water leak substantial enough to justify the volume of usage reflected in the disputed bill. He added that the plumber documented this in his report.

Ms. Arrington stated that the plumber's report outlined that a leak was found in the powder room on the first floor. Mr. [REDACTED] confirmed that there had been a small leak that did not exceed 10 gallons a day. He read further, noting that the rest of the house was good with no leaking. Ms. Arrington testified that the report also detailed that the valve and the flapper in the powder room were replaced to stop the leaking. Ms. Arrington outlined that the actual report stated that there was a leak in the toilet. Mr. [REDACTED] replied that the leak was minor.

Ms. Arrington asked for the specific date on which the work or the report was actually completed. Mr. [REDACTED] replied that the plumber came out, finished the work, and issued the report on October 22, 2024. He explained that he arranged for the plumber to visit and fix the issue immediately upon his return home, as he was concerned there might be a leak.

Ms. Arrington asked whether, upon returning to the property on October 21, 2024, he inspected any areas of the home, specifically any of the bathrooms used on a consistent basis. Mr. [REDACTED] responded that he checked everywhere in the house for water, fearing a leak because of the notice he received from D.C. Water. He stated that he did not find any evidence of a leak and none of the taps were on. Mr. [REDACTED] added that he is handy and does many of his own home repairs.

Ms. Arrington queried whether he listened for sounds indicating a leak when he was in the bathrooms. Mr. [REDACTED] replied that he was aware of the typical sound a toilet makes when it leaks.



Ms. Arrington noted that Mr. [REDACTED] dispute indicated that they were out of the house from October 4, 2024, to October 24, 2024. Mr. [REDACTED] confirmed that this was correct. Ms. Arrington asked if anyone visited the property during this time, such as a maid service or one of his children picking up mail. Mr. [REDACTED] replied that no one came or went, and the security system was active.

Mr. [REDACTED] reiterated his confusion over receiving such a high bill during a period when the property was unoccupied. He noted that recent bills had returned to a typical range, totaling \$92 in January 2025. He stated that he was not concerned with charges falling between \$90 and \$120, acknowledging that his summer usage generally exceeds that range. Mr. [REDACTED] concluded that the disputed bill appeared abnormal compared to his property's typical usage patterns.

Ms. Arrington asked when the property's irrigation system is typically turned off and serviced. Mr. [REDACTED] replied that it is switched off around early September. He explained that he has the system drained each fall for the winter. He recalled that in October 2023, the bill was higher because September 2023 was hot. Ms. Arrington noted that September is typically a hot month.

Ms. Arrington stated that D.C. Water found that people usually turn irrigation systems off and have them serviced in October. She mentioned that systems can often stay running until around October 15. Mr. [REDACTED] replied that he turns the irrigation system off in September and has it drained in mid to late October. He added that he was certain the system was off in October 2024 and was never used when they were gone.

Mr. [REDACTED] recalled that he also had the plumber inspect the sprinkler system for leaks. He reiterated that during the disputed period it was turned off and there was no drainage.

Ms. Arrington testified that D.C. Water's position is that no adjustment is warranted. She explained that the charges in question were built based on actual meter readings, totaling 10.33 CCF of usage. Ms. Arrington reported that D.C. Water received the plumber's report from the customer, which stated that there was a running toilet. She stated that the meter serving the property was not pulled for testing based on those findings and the usage returning to normal. Ms. Arrington added that D.C. Water determined that an underground investigation was unwarranted as stops in usage were observed.

Ms. Arrington noted that, upon reviewing the plumber's report, D.C. Water found that the report indicated that there was an internal fixture leak. She outlined that under DC Municipal Regulation 406.1, 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. She testified that D.C. Water's position is that no adjustment is warranted under DC Municipal Regulation 406.2, which states 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 attributable to those leaks. Ms. Arrington reported that D.C. Water received a call from Mr. [REDACTED] on November 1, 2024, where he stated that a toilet was repaired. She noted that the plumber's report was submitted on October 22, 2024, which recorded a repaired toilet.

Ms. Arrington detailed that usage increased on October 10, 2024, at 2 p.m. and decreased on October 17, 2024. She noted that 6.41 CCF of water was used during that time. Mr. [REDACTED] stated that he was unaware of this information and D.C. Water had not provided it to him. Ms. Arrington replied that she was giving him the information now and would go into the details of his usage.

Ms. Arrington explained that she was examining the files related to his account located in the actual documentation. She stated that D.C. Water reviews this data during its investigation process. Ms. Arrington shared her screen to show a document labeled “Meter Readings - Data Collection Unit (DCU)”.

Ms. Arrington clarified that each meter has two components: the meter itself, which records the usage, and the Meter Transmitting Unit (MTU), which transmits the actual reads to D.C. Water’s system for billing. She added that if the system shows any error messages that could indicate a problem, D.C. Water usually pulls the meter to check for stops in usage. Ms. Arrington pointed out highlighted sections of the document, explaining that the stops in water usage shown in the data indicate that there was not enough water flowing through the meter for it to register consumption. She added that the document includes data from a few days before and after the billing period for context.

Ms. Arrington asked Mr. [REDACTED] to confirm that they left the property on October 4, 2024. Mr. [REDACTED] replied that this was correct, detailing that they left the house on October 4, 2024, around 8:30 a.m. for a scheduled flight at 11:00 a.m. Ms. Arrington noted that there was water usage registered until about 10:00 a.m. on October 4, 2024. She stated that from 11:00 a.m. that day, there was no recorded usage until October 10, 2024. Ms. Arrington added that she was unsure what caused the usage and asked whether anyone had been at the property during that time.

Mr. [REDACTED] reviewed his records and reported that their cleaners were at the property on the morning of October 10, 2024. Ms. Arrington explained that a visitor, such as a cleaner, could unknowingly set off an issue like a bad toilet flapper or loose chains and leave without realizing that water is running. She noted that, as a result, water could continue to run for days while the property remained unoccupied. Ms. Arrington stated that she was concerned this scenario had been the cause of the high usage.

Ms. Arrington asked how often the cleaners visited the property. Mr. [REDACTED] replied that the cleaners visit every 2 to 3 weeks, so the only day they were at the property during the disputed period was the morning of October 10, 2024.

Ms. Arrington questioned whether the cleaners visited the property on October 17, 2024, which Mr. [REDACTED] denied. Ms. Arrington stated that the water usage ceased on October 17, 2024, and remained minimal on October 18, 2024, and October 19, 2024, with some activity that could be attributed to drips. She noted that consistent water usage resumed on October 22, 2024, asking Mr. [REDACTED] if they returned to the property on that date. He confirmed that they had.

Ms. Arrington requested clarification on whether they returned on October 22, 2024, or October 24, 2024. Mr. [REDACTED] examined his flight records and testified that they flew back on the

evening of October 21, 2024, landing at 10:00 p.m. Ms. Arrington suggested that they arrived back at the property around midnight and began using water, which would align with the usage data. Mr. [REDACTED] agreed that they likely returned home about that time.

Mr. [REDACTED] asked what the numbers in the second column of the document represented. Ms. Arrington explained that they reflected the amount of water running through the meter at a given time in CF, or cubic feet. Mr. [REDACTED] queried whether a reading of 7 CF could indicate a shower. Ms. Arrington replied that it could be attributed to a shower or potentially other activities, such as running a dishwasher. She explained that it was difficult to determine the exact source of the usage but noted that the water consumption appeared to return to normal levels beginning in the early hours of October 22, 2024.

Ms. Arrington reiterated that water usage was recorded continuously from October 10, 2024 through October 17, 2024, at which point it dropped back to zero. She noted that only minimal usage was observed on October 18, 2024, around 3:00 to 4:00 p.m., followed by days of zero usage until Mr. [REDACTED] and his wife returned.

Mr. [REDACTED] asked what triggered the notification he received from D.C. Water on October 14, 2024. Ms. Arrington explained that the alert was likely set off by consistent water usage at the property. She stated that Mr. [REDACTED] is presumably set up for CUNA (Consecutive Use Notification Application) alerts, which are sent when continuous water flow is detected to inform the customer of potentially abnormal activity.

Mr. [REDACTED] questioned why the usage would return to zero on October 17, 2024. Ms. Arrington advised that he may want to follow up with his cleaning crew to determine whether the cleaners were at the property during the periods of unexplained water usage. She added that the package provided to the customer includes all the usage data for the disputed period.

Ms. Arrington explained that a fixture issue, such as a faulty toilet flapper, will continue to drain water into the sewer system until someone intervenes by shaking the handle, replacing the part, or otherwise correcting the problem. Ms. Arrington stated that D.C. Water recommends checking and replacing these inexpensive parts to prevent high costs in water usage down the line. Ms. Arrington concluded that, under the regulations, D.C. Water does not grant adjustments for internal fixture leaks.

Mr. [REDACTED] asked what the typical water usage would be for a household with two occupants. Ms. Arrington replied that water usage can vary significantly depending on individual lifestyle and habits. She stated that for a household of approximately 2 to 4 people, typical water usage ranges from 6 to 6.75 CCF a month. Ms. Arrington estimated that the customer's average usage is likely around 3.5 to 4 CCF a month.

Ms. Arrington noted that, given the frequent use of the property's irrigation system, Mr. [REDACTED] and his wife might consider having the system metered to qualify for a discount on that usage. Mr. [REDACTED] asked for more information. Ms. Arrington explained that in order to receive a discount for irrigation water not entering the sewer system, a property must be made "meter ready". She stated that this requires hiring a licensed plumber to modify the plumbing so that D.C. Water



can provide a separate meter. Ms. Arrington clarified that the property is currently being charged as if the water used for irrigation entered the sewer system.

Mr. [REDACTED] questioned how the water going into his lawn was different. Ms. Arrington explained that irrigation water does not enter the sewer system but without a separate irrigation meter D.C. Water cannot determine how much of a property's water actually enters the sewer. She noted that all water use is therefore billed as if it enters the sewer system. Ms. Arrington stated that Mr. [REDACTED] would need to hire a plumber to inspect the property and determine whether an irrigation meter could be installed. She added that this would allow them to receive a discount on sewer charges, which have the highest rate on D.C. Water's bills.

Mr. [REDACTED] asked for clarification on how to initiate the process and what to request when speaking to a plumber. Ms. Arrington replied that he would need to have a plumber visit the property to evaluate whether a separate irrigation meter could be installed. She noted that the cost of the evaluation was potentially a risk.

Mr. [REDACTED] inquired whether, in Ms. Arrington's opinion, pursuing the installation of a separate irrigation meter would be worthwhile. She replied that if he used the system regularly and planned to continue to do so, a separate meter could be useful. Ms. Arrington reiterated the need to evaluate the potential savings against the cost of the process.

Mr. [REDACTED] asked when D.C. Water would become involved after he finished speaking to his plumber about installing a separate line. Ms. Arrington explained that the plumber had to first complete all necessary work to make the property meter ready. She stated that once done, either the plumber would obtain and install the irrigation meter, or the customer would contact D.C. Water to have it installed. She added that from the time of installation onward, Mr. [REDACTED] would begin receiving a sewer credit for water used through the irrigation meter.

Mr. [REDACTED] asked whether D.C. Water would provide the meter or if he would be responsible for purchasing it himself. Ms. Arrington replied that D.C. Water would provide the meter. Mr. [REDACTED] asked how to obtain the meter from D.C. Water for his plumber to install. She noted that most plumbers in the area are familiar with the process but added that D.C. Water's contact center is also available to provide any additional details needed.

Mr. [REDACTED] asked whether installing an irrigation meter was something that could be done quickly. Ms. Arrington replied that there were several factors involved and advised him to consult his plumber for guidance.

Mr. [REDACTED] noted that his water bills during the summer months are extremely high, and he welcomed any suggestion that could help reduce those costs. Ms. Arrington explained that her intent was to provide advice that could potentially be of use in that area. Mr. [REDACTED] expressed appreciation for the information.

Mr. [REDACTED] stated that he now had a better understanding of D.C. Water's billing process, adding that high usage during his absence was very unusual given the history of his water bills. Ms. Arrington acknowledged his concern but stated that there was a cleaning crew at the property

while he and his wife were away. She concluded that she hoped a similar issue would not occur in the future.

Mr. [REDACTED] thanked Ms. Arrington and the Hearing Officer but added that he hoped he would not need to talk to them again.

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 4,600 square-foot single family home with four full baths, two half baths, and a sprinkler system, occupied by Mr. [REDACTED] and his wife. (Testimony of Mr. [REDACTED])
2. The disputed bill is dated November 1, 2024, for the period of October 2, 2024 to November 1, 2024, in the amount of \$239.62. (Hearing Notice dated April 15, 2025).
3. The average water bill was in the range of \$88 to \$125 prior to the disputed bill, higher in the summer. (Testimony of Mr. [REDACTED])
4. Mr. [REDACTED] testified that the bills have returned to normal. (Testimony of Mr. [REDACTED])
5. Mr. [REDACTED] testified that he and his wife were away from the property from October 4, 2024 to October 21, 2024. (Testimony of Mr. [REDACTED])
6. Mr. [REDACTED] testified that he received an alert for constant water usage of at least 7.48 gallons from October 14, 2024, 6 a.m. and October 15, 2024, 2 a.m. (Testimony of Mr. [REDACTED])
7. Mr. [REDACTED] testified that he contacted D.C. Water on October 21, 2024, and was told to have a plumber inspect the property. (Testimony of Mr. [REDACTED])
8. Mr. [REDACTED] testified that he hired a plumber who came out, replaced a valve, and issued a report on October 22, 2024. (Testimony of Mr. [REDACTED])
9. D.C. Water asserted that the plumber found and repaired a leak in the powder room. (Plumber's Report dated October 22, 2024).
10. Mr. [REDACTED] testified that the leak did not exceed 10 gallons a day and the plumber informed him it was not the cause of the high usage. (Testimony of Mr. [REDACTED])
11. Mr. [REDACTED] testified that he inspected the property upon returning and did not find any leaks or running taps. (Testimony of Mr. [REDACTED])
12. Mr. [REDACTED] testified that the irrigation system was off in October 2024 and was never used when they were gone. (Testimony of Mr. [REDACTED])
13. Mr. [REDACTED] testified that the plumber inspected the sprinkler system and found no leaks. (Testimony of Mr. [REDACTED])
14. D.C. Water received a plumber's report dated October 22, 2024, stating an issue with a toilet valve, an internal fixture. (Testimony of Ms. Arrington).
15. D.C. Water asserted that the meter was not pulled for testing. (Testimony of Ms. Arrington).
16. D.C. Water's investigation found that stops in usage were observed, ruling out the possibility of an underground leak. (Testimony of Ms. Arrington).
17. D.C. Water asserted that under DC Municipal Regulation 406.1, 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. (Testimony of Ms. Arrington).

18. D.C. Water asserted that no adjustment is warranted 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 attributable to those leaks. (Testimony of Ms. Arrington).
19. D.C. Water asserted that Mr. [REDACTED] called on November 1, 2024, and mentioned a toilet repair. (Testimony of Ms. Arrington).
20. D.C. Water asserted that there was no recorded usage from 11:00 a.m. on October 4, 2024, until October 10, 2024. (Testimony of Ms. Arrington).
21. D.C. Water asserted that the usage increased on October 10, 2024, at 2 p.m. and decreased on October 17, 2024. (Testimony of Ms. Arrington).
22. D.C. Water asserted that the usage ceased on October 17, 2024, remained minimal on October 18, 2024, and October 19, 2024, and did not begin again until October 22, 2024. (Testimony of Ms. Arrington).
23. Mr. [REDACTED] testified that a cleaning crew was at the property on the morning of October 10, 2024. (Testimony of Mr. [REDACTED])
24. Mr. [REDACTED] testified that he and his wife returned the night of October 21, 2024. (Testimony of Mr. [REDACTED])

### **CONCLUSIONS OF LAW**

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

### **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 case involves a property owner who received a high water bill during a period when he and his wife were away from their home for over two weeks. Mr. [REDACTED] argued that the November 1, 2024 bill of \$239.62 was excessive because the property was largely unoccupied from October 4 through October 21, 2024, and he expected to pay only a modest fixed fee of \$50 to \$100 during their absence. The customer was particularly concerned because he had followed D.C. Water's instructions to hire a plumber at significant expense (\$590) after receiving a high usage alert, only to be told there was no serious leak justifying the excessive consumption. However, the evidence presented at the hearing demonstrates that the excess water usage resulted from an internal fixture leak for which the customer is responsible under D.C. Municipal Regulations.

The plumber's report dated October 22, 2024, confirms that there was a running toilet in the powder room on the first floor of the property. The report specifically noted that "a leak was found in the powder room on the first floor" and documented that "the valve and the flapper in the powder room were replaced to stop the leaking." While Mr. [REDACTED] characterized this as a minor leak of no more than 10 gallons per day, the detailed meter usage data presented by D.C. Water tells a different story. The data shows continuous water usage from October 10, 2024, at 2 p.m. through October 17, 2024, totaling 6.41 CCF during that period. I find that this pattern of continuous usage is consistent with a running toilet fixture.

The timing of the water usage further supports D.C. Water's position. D.C. Water's detailed meter analysis showed no recorded usage from 11:00 a.m. on October 4, 2024 (shortly after Mr. [REDACTED] left for his flight) until October 10, 2024. Mr. [REDACTED] testified that cleaning crews were at the property on the morning of October 10, 2024, which corresponds precisely with when the continuous water usage began. As Ms. Arrington explained, it is not uncommon for visitors to unknowingly trigger a toilet fixture problem, such as a loose flapper or chain, and leave without realizing that water continues to run. The meter data shows that water usage began at 2 p.m. on October 10, 2024, shortly after the cleaning crew's visit, and continued uninterrupted until October 17, 2024, when it ceased and remained minimal through October 19, 2024. Usage then resumed on October 22, 2024, when Mr. [REDACTED] and his wife returned home.

This detailed usage pattern strongly suggests that most likely, the toilet fixture issue was triggered during the cleaning crew's visit and continued for seven days until it somehow resolved temporarily, only to recur when the homeowners returned. Mr. [REDACTED] receipt of a D.C. Water alert indicating "constant water usage of at least 7.48 gallons" between October 14, 2024, at 6 a.m. and October 15, 2024, at 2 a.m. is consistent with a continuously running toilet.

Under D.C. Municipal Regulation 406.1, the repair of leaking faucets, household fixtures, and similar leaks is the responsibility of the owner or occupant. Regulation 406.2 is even more explicit, stating that if an 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. Here, the plumber's report clearly documented a running toilet, which falls squarely within the category of household fixtures for which the property owner bears responsibility.

The customer's argument that the leak was too minor to account for the high usage is contradicted by both the plumber's report findings and the continuous water flow data. Despite Mr. [REDACTED] assertion that he is "handy" and checked the house thoroughly upon his return without finding evidence of leaks or running taps, the plumber's professional assessment identified a specific fixture problem that required repair. The fact that Mr. [REDACTED] did not detect the running toilet upon his return does not negate the plumber's findings or the meter data showing continuous usage during his absence.

D.C. Water conducted an appropriate investigation by reviewing the detailed meter usage data and determining that stops in usage were observed, which ruled out the possibility of an underground leak that would be D.C. Water's responsibility. The utility also reasonably decided not to pull the meter for testing given that the plumber's report identified an internal fixture leak and usage had returned to normal levels. Mr. [REDACTED] confirmation that his recent bills had returned to typical ranges (\$92 in January 2025) further supports the conclusion that the October spike was an isolated incident caused by the fixture problem.

While the disputed charges must stand, going forward, the customer may wish to explore the installation of a separate irrigation meter as discussed at the hearing to reduce his substantial summer water bills.

For the reasons discussed, the determination of D.C. Water that the charges are valid and no basis exists to adjust the customer's account because the excess usage was caused by a faulty customer fixture is hereby **AFFIRMED**.



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Carolyn Elefant, Hearing Officer

Date: May 23, 2025

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[REDACTED]  
[REDACTED] Cathedral Ave NW  
Washington, DC 20016

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

**IN RE:**

██████████  
██████████ Gallatin St NW  
Washington DC 20011  
c/o ██████████@yahoo.com

Account No. ██████████

Case No. 24-132786

Total Amount in Dispute: \$1,308.05

Before Carolyn Elefant, Hearing Officer  
December 18, 2024

**FINAL ORDER OF DEFAULT**

On January 22, 2025, I issued an Order of Default in the above-captioned case due to the customer's failure to appear at the scheduled December 18, 2024 hearing. Despite the customer's failure to appear or to have asked D.C. Water in advance to reschedule, given the amount of the disputed bill, my Order of Default allowed the customer 21 days to file a motion showing good cause to set aside the default and deferred entry of a final order until that time. The Order granted the customer 21 days to set aside the default judgment or the order would become final.

Several months have passed without a motion to set aside the default order. Accordingly, the Default Order is final and the determination that D.C. Water that no basis exists to adjust the charges is AFFIRMED.



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Carolyn Elefant, Hearing Officer

Date: April 16, 2025

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██████████  
██████████ Gallatin St NW  
Washington, DC 20011  
c/o ██████████@yahoo.com



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

IN RE: [REDACTED]  
[REDACTED] 14th St. NE  
Washington D.C. 20002

Account No. [REDACTED]  
Case No. 25-11960

Amount in Dispute: \$5183.52

Billing Date: January 18, 2023 and February 9, 2023

**ORDER**

This matter comes before the Hearing Officer upon a Motion to Dismiss Administrative Hearing Petition by the District of Columbia Water and Sewer Authority (D.C. Water). The Hearing Officer has reviewed the Motion and exhibits attached thereto, including the Interaction Records and the customer's Opposition to the Motion. Based upon the foregoing, the motion to dismiss the petition as untimely is denied.

**Factual Background**

This matter involves disputed bills dated January 18, 2023, and February 9, 2023, totaling \$5,183.52. D.C. Water Mot., Exhibit 1, Disputed Bills. The customer experienced a water leak due to burst pipes that occurred during the high usage period from December 27, 2022, to January 11, 2023. *Id.*, Exhibit 2, Interaction Records (IR) at 13.

On January 11, 2023, the customer contacted D.C. Water reporting "a major leak and water was shut off in emergency by D.C. Water" and requested an adjustment for usage. Exhibit 2, IR at 17. The customer was advised to "have DC licensed plumber audit property to determine cause of leak, then once repaired to send copy of [plumber's report] to request a leak adjustment." *Id.*

On January 18, 2023, D.C. Water spoke to the customer to "advise of leak from 12/27/22 to 1/11/23" and noted that "[s]he is aware and cut the water off." Exhibit 2, IR at 16. The customer was told D.C. Water "would pull amount on due date since acct is on auto pay" but was not advised of any dispute deadline. *Id.*

On March 1, 2023, the customer again contacted D.C. Water regarding the leak, advising of "past due bal[ance]" and that "they turned the water off in Jan." Exhibit 2, IR at 16. The customer was advised "to send [plumber's report] once leak is repaired." *Id.* Again, no mention was made of dispute deadlines.

The customer made additional calls on March 27, 2023, stating "there was a leak at the property but repairs have not been made yet" and requesting an adjustment. Exhibit 2, IR at 14-15. D.C. Water advised that "her dispute may be deemed untimely - disputed deadline date was 02/07/23" and advised the customer "to submit dispute in writing for review and determination w/ a valid [plumber's report]." Id.

On May 22, 2024, the customer submitted a plumber's report to D.C. Water. Exhibit 2, IR at 7. By that time, D.C. Water determined the dispute was untimely because it was filed more than 20 days after the bill dates. D.C. Water Motion Ex. 3, PIC Letter.

According to the customer, the property was occupied by a squatter during the leak period, preventing the customer from accessing the property and making timely repairs. Customer Opposition to Motion. The customer also faced extraordinary personal circumstances, including a breast cancer diagnosis and subsequent treatment that caused significant financial strain. D.C. Water Mot. Ex. 4, Medical Documentation.

### **Legal Analysis**

Under 21 DCMR § 402.2(a), challenges to D.C. Water charges are untimely if made more than 20 days after the bill date. The 20-day deadline for filing a dispute for the January 18, 2023 bill was February 7, 2023, and for the February 9, 2023 bill was March 1, 2023. The customer's formal written dispute was not filed until May 22, 2024, well beyond these deadlines. Nevertheless, I find that extraordinary circumstances warrant excusing the customer's delay in filing a formal dispute.

D.C. Water is required to give customers notice of the administrative process available. *Owens v. D.C. Water & Sewer Auth.*, 156 A.3d 715 (D.C. 2017) (holding that customer could not exhaust administrative remedies absent adequate notice of required process). Under 21 DCMR § 401.1, each water bill must contain written notice advising the owner or occupant that they may challenge the bill in accordance with § 402, provided the challenge is made timely.

While D.C. Water may have included dispute information on the bills themselves, the customer was enrolled in autopay and even though she would have received the bill electronically, she might not have reviewed it. More critically, however, when the customer contacted D.C. Water multiple times seeking an adjustment – on January 11, 2023, January 18, 2023, and March 1, 2023 – D.C. Water representatives did not advise the customer of the 20-day dispute deadline, despite being specifically contacted about the very issues that would form the basis of a dispute.

For this reason, I find that the customer's delay in filing a formal dispute is excusable due to D.C. Water's conduct in handling the customer's multiple requests for adjustment. When the customer first contacted D.C. Water on January 11, 2023 – well within the dispute deadline – she

was advised to obtain a plumber's report and submit it for a leak adjustment. She was not advised that she needed to file a formal written dispute within 20 days.

Similarly, on January 18, 2023, and March 1, 2023, when the customer continued to seek resolution of the leak-related charges, D.C. Water representatives continued to advise her to submit a plumber's report without mentioning dispute deadlines. It was not until March 27, 2023, after the deadlines had expired, that D.C. Water first informed the customer her dispute might be untimely.

This course of conduct created a reasonable expectation that the customer could resolve the matter by following D.C. Water's instructions to obtain and submit a plumber's report. D.C. Water's failure to advise the customer of dispute deadlines during her initial timely contacts constitutes a waiver of the deadline requirements or, alternatively, equitable tolling of the deadline.

In addition, the customer also faced extraordinary circumstances that prevented timely action. The property was occupied by a squatter whom the customer was unable to remove, preventing access to make repairs and fully assess the situation. The customer received a breast cancer diagnosis and underwent treatment, creating significant personal and financial hardship. D.C. Water Mot. Ex. 4, Medical Documentation.

I emphasize that this ruling is limited to the unique facts of this case, specifically, the customer's timely and repeated phone inquiries seeking an adjustment *before* the deadline for a written dispute expired. Had the customer's adjustment requests fallen outside of the dispute deadline or had D.C. Water instructed her to file a written dispute, the outcome would have been different.

### **Conclusion**

For the foregoing reasons, the customer's dispute is deemed timely. D.C. Water's failure to advise the customer of dispute deadlines during her multiple timely contacts seeking adjustment, combined with the extraordinary circumstances she faced, warrant equitable tolling of the dispute deadlines. The motion to dismiss is therefore DENIED.



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Carolyn Elephant, Hearing Officer

Date: May 23, 2025

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██████████  
██████ 14th St. NE  
Washington D.C. 20002



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

**IN RE:**

██████████  
██████████ Otis St NE  
Washington, DC 20018  
c/o ██████████@msn.com

Account No. ██████████

Case Nos. 24-427781  
24-457759  
24-522211

Total Amount in Dispute: \$395.22

Before Carolyn Elefant, Hearing Officer  
February 20, 2025

The customer contested water bills for the property at ██████████ Otis St NE, Washington D.C. The disputed bills are dated April 18, 2024, for the period of January 19, 2024 to April 16, 2024, in the amount of \$240.30; dated May 16, 2024, for the period of April 17, 2024 to May 16, 2024, in the amount of \$77.63; and dated June 18, 2024, for the period of May 17, 2024 to June 18, 2024, in the amount of \$77.29.

The D.C. Water and Sewer Authority (D.C. Water) investigated and determined that no adjustment to the bills were warranted. The customer requested an administrative hearing.

The matter came before the Hearing Officer on February 20, 2025, for a remote hearing. Present for the hearing were ██████████, on behalf of her property, and Arlene Andrews and Kimberley Arrington who appeared on behalf of D.C. Water.

Ms. Andrews testified that D.C. Water had changed their position on the billing period from January 19, 2024, to April 25, 2024, and determined that an adjustment was warranted for that billing period. She stated that D.C. Water had informed the customer of this. She added that this decision was reached the week of the ongoing hearing and the account interaction record was updated on February 18, 2025.

The Hearing Officer asked if the customer was satisfied with D.C. Water's adjustment or if she planned to continue with her dispute.

Ms. ██████████ noted that she had also disputed her billing cycle from November 20, 2024, to January 17, 2025, acknowledging that the Hearing Officer would not have this information available to her. Ms. Andrews stated that this period was not included in the ongoing hearing, so the Hearing Officer was not provided with information regarding her most recent dispute.

Ms. ██████████ explained that she mentioned this dispute because the zip file with information for the ongoing hearing contains photographs related to the November 20, 2024, to January 17, 2025, billing period. She stated that she had a proposal based on her conversation with Ms. Andrews on February 18, 2025. Ms. ██████████ asserted that they discussed the adjustment, and she

had since reviewed all the information sent by Ms. Andrews. She noted she had no way to independently investigate the information Ms. Andrews provided.

Ms. [REDACTED] explained that her initial dispute, dating back to 2024, stemmed from her experience following the replacement of her lead pipes on October 27, 2023. She testified that after the pipe replacement, she did not receive a bill. She noted that both times she called D.C. Water, the representatives indicated that there was an issue with her account records, and they were escalating her issue for resolution.

Ms. [REDACTED] stated that she eventually received a statement covering the period from approximately late October 2023 to December 2023. She recalled that although the amount seemed unusual, it was not excessively high and covered a significant time frame, so she paid the bill. She explained that she then failed to receive another water bill and began checking her online account to understand what was happening.

Ms. Andrews clarified that Ms. [REDACTED] was referring to the bill dated December 20, 2023, in the amount of \$148.76, and prior to that bill, she was last billed in October 2023.

Ms. [REDACTED] explained that she provided background information to clarify how she arrived at this point. She stated that she had owned and lived in her home for 25 years and had consistently paid her water bill on time and in full. She mentioned that she had never made a late payment. Ms. [REDACTED] noted that she became concerned when she started experiencing irregularities with her billing and was not receiving notifications. She reiterated that this concern grew upon receiving the bill for the period of October 2023 through December 2023 in the amount of \$148.76, which she paid.

Ms. [REDACTED] testified that, while she was signed up for paperless billing, she did not receive an email for her January 2024 bill due on or before February 28, 2024. She mentioned that she went online, noticed that she had an invoice, and immediately paid the bill of \$70.97. Ms. [REDACTED] noted that she spoke with Ms. Andrews regarding her delayed payment, and Ms. Andrews was gracious in crediting the late payment fee of 10% of the bill amount.

Ms. [REDACTED] stated that after this point, she again did not receive a billing statement. She explained that she was working from home more frequently and often saw D.C. Water employees in front of her property. She recalled that on April 16, 2024, a holiday, she went outside and spoke to one of the workers. Ms. [REDACTED] testified that she informed him she had not received a water bill for a long time, to which the worker responded that this was because her meter had not been connected since November 5, 2023.

Ms. [REDACTED] asserted that she immediately called D.C. Water. She noted that the representative verified that this information was correct and stated she would escalate the issue right away. Ms. [REDACTED] explained that this statement did not reassure her, as she had been told before that her issue was being escalated. She added that this call took place on April 17 or 18, 2024.

Ms. [REDACTED] recounted that she saw another D.C. Water technician in front of the property just after she finished installing a new meter. Ms. [REDACTED] explained that she asked her to open it up so she could see what it looked like, where she saw the meter on the back side of the top. She stated that her understanding was that the meter had been disconnected since November 5, 2023, she called in the issue on April 16, 2024, and the meter began reporting again on April 25, 2024.

Ms. [REDACTED] testified that Ms. Andrews shared that, although the new meter was not reporting, readings were still being recorded. She noted that when she logged into her account, she saw no readings displayed for an extended period. Ms. [REDACTED] stated that she had disputed her bill as she questioned how so much time had passed without actual meter readings being recorded in her account. She recalled that Ms. Andrews explained that the readings were considered “actual” because they were being obtained from an old meter that Ms. [REDACTED] could not see and did not have access to. She stated that, while she did not doubt this explanation, she felt entirely dependent on D.C. Water’s services as a monopoly and added that she had no way to verify this information herself.

Ms. [REDACTED] reiterated that she received a new meter on April 25, 2024, which immediately began reporting at 11 PM each night. She clarified that she challenged the bills that she subsequently received because she questioned how D.C. Water could suddenly have access to actual readings when her account had previously shown no recorded readings.

Ms. [REDACTED] noted that she resumed making payments once she confirmed that the meter had been reconnected and was showing consistent readings. She added that the first payment she made was for the billing period from June 19, 2024, to July 17, 2024, in the amount of \$70.03. She stated that she had continued making payments but again stopped receiving water bills. She added that this led to her current concerns, although it did not pertain to the disputed bills under discussion in the ongoing hearing.

Ms. [REDACTED] stated that she believed it was unfair for customers to not receive proper notice of important service actions. She asserted that when her water meter was replaced again on December 17, 2024, she was not given any notification. She outlined that she should have received a door tag indicating that the meter had been replaced, along with a contact number for follow-up, but no such notice was provided. Ms. [REDACTED] added that she appreciated Ms. Andrews and Ms. Arrington’s review of her case, asking that they understand the position she is in with respect to the outstanding amount. She reiterated that she had also disputed her last billing period of November 20, 2024, to January 17, 2025.

Ms. [REDACTED] asserted that she did not like having unresolved financial matters. She clarified that she was never late on any bills, did not carry a credit card balance, and actively maintained her credit. Ms. [REDACTED] proposed clearing her entire account and stated that she had already scheduled the approximately \$84 payment for the current billing cycle due on March 16, 2025. She explained that, after deducting that amount, the remaining balance consisted of past-due charges. She suggested a 25% reduction on the outstanding balance and added that she was willing to pay the adjusted amount immediately. Ms. [REDACTED] concluded she was unsure if the most recent disputed charge could be included in her proposal.



The Hearing Officer explained that the most recently disputed bill was outside the scope of the ongoing hearing because D.C. Water had to undergo its process of investigation. She asked to clarify if the first billing period in dispute covering January 19, 2024 to April 16, 2024, was resolved.

Ms. Andrews replied that the discussion regarding the billing period from January 19, 2024, to April 25, 2024, had only begun on February 18, 2025, and had not yet been resolved. She stated that the Meter Transmitting Unit (MTU) was installed on the new meter on April 25, 2024. She clarified that when she initially contacted the customer to discuss the billing period on February 18, 2025, the customer did not have all the necessary information available to fully review the matter or ask completely informed questions. She reiterated that the discussion had only started and not been resolved.

Ms. Andrews stated that when the customer's lead service lines were replaced in October 2023, a new meter was installed on October 26, 2023. She clarified that the old meter remained in place, and the MTU on the old meter continued transmitting data. She noted that, as a result, while the bills displayed the new meter number, the readings were coming from the old meter. Ms. Andrews testified that it took D.C. Water time to identify this issue. She explained that when the technicians returned to the property on April 25, 2024, they disconnected the MTU from the old meter and correctly connected it to the new meter, ensuring that future readings would come from the correct device.

Ms. Andrews testified that from April 25, 2024, onward, the issue was corrected, and Ms. [REDACTED] was being billed accurately. She noted that as the correction took place on April 25, 2024, it crossed into another billing cycle, for which the bill is dated May 16, 2024. Ms. Andrews stated that she reviewed the billed usage for the disputed period and compared it to what should have been billed.

Ms. Andrews reported that on the bill dated April 18, 2024, the customer was billed for 6.53 Centum Cubic Feet (CCF) of water usage, but should have been billed for 6.33 CCF, a difference of 0.2 CCF. She determined that for the period from April 17, 2024, to April 25, 2024, the correct amount of usage was 0.02 CCF. Ms. Andrews explained that she added the 0.2 CCF and the 0.02 CCF that made up the excess usage and resulted in a total overbilling of 0.22 CCF. She noted that, based on her calculations, the customer was overbilled by \$3.99, which was credited to the account. Ms. Andrews concluded that if comparable historical usage periods had been used instead of this breakdown, no adjustment would have been necessary, as the billed usage was consistent with past and present water consumption at the property.

The Hearing Officer asked to confirm that all the participants agreed that the meter was replaced on April 25, 2024. Ms. [REDACTED] replied that she saw this take place. Ms. Andrews affirmed that the MTU, not the actual meter, was installed on that date.

The Hearing Officer queried whether, after the MTU was replaced on April 25, 2024, Ms. [REDACTED] began seeing meter readings when checking her online account. Ms. [REDACTED] confirmed that she did.

The Hearing Officer requested clarification on whether Ms. [REDACTED] was still disputing the bills for the periods of April 25, 2024 to May 16, 2024, and May 17, 2024 to June 18, 2024. She noted that the customer had a dispute for the period of April 17, 2024 to April 25, 2024, as the meter had not yet been replaced.

Ms. [REDACTED] replied that she was first given this information on February 18, 2025. She thanked D.C. Water for the clarification on the difference between the meter and the MTU, noting that the photos depicted the MTU.

Ms. [REDACTED] recounted that her initial experience began when she viewed her online account and did not have access to any meter readings. She recalled that the D.C. Water representative she spoke to informed her that she had not received a bill because her meter had not been connected since November 5, 2023. She noted that she first became aware of this new information when she spoke to Ms. Andrews on February 18, 2025. Ms. [REDACTED] reiterated that Ms. Andrews explained that although she could not see the readings, D.C. Water had still been receiving data from the old meter.

Ms. [REDACTED] testified to the two outstanding billing periods between April 17, 2024, and June 18, 2024, restating that she was just now learning this information and had no way to verify past data herself. She clarified that she was not questioning Ms. Andrews' honesty, only outlining that her issue had been ongoing for a long time and had recently reoccurred. She added that she submitted a request for an administrative hearing on August 16, 2024, and the delayed response was extremely stressful for her.

Ms. [REDACTED] reiterated that she always pays her bills on time but is adamant about receiving proper notice regarding any issues. She stated that she appreciated the opportunity to be heard on a matter that began in August 2024. Ms. [REDACTED] offered to pay the outstanding balance immediately with a 25% reduction, given the stress the situation has caused her. She explained that her meter was recently replaced with no notice, she saw two different meter readings and went through a period with no meter readings. She added that she was again in a position where she had to continuously check her online account for updates.

Ms. [REDACTED] acknowledged that her current concerns might not fall within the scope of the ongoing hearing but noted that the situation was stressful. She questioned how she could be billed for water usage when, according to her online account, no readings were being recorded. She mentioned that she later received a new meter number.

Ms. [REDACTED] reiterated that she did not want to prolong the matter further. She stated that the total outstanding amount of her account was \$313.94 after a credit of \$11.79 had been applied by Ms. Andrews to the original balance of \$325.73. She suggested a 25% reduction to this amount, bringing the adjusted total to \$235.45. Ms. [REDACTED] stated that she was willing to pay that amount immediately in cash. The Hearing Officer replied that she could not accept this offer at the hearing but would ask D.C. Water for its position.

Ms. Andrews apologized for Ms. [REDACTED]'s experience with D.C. Water. She stated that they spoke with the billing department regarding Ms. [REDACTED]'s account and hoped that, moving forward,

she would receive regular billing. Ms. Andrews clarified that D.C. Water only adjusts accounts based on DC Municipal Regulations and could therefore not accept Ms. [REDACTED]'s proposal. She explained that they did not have the authority to accept her offer.

Ms. [REDACTED] asked what her next course of action would be since they did not have the authority to accept her proposed adjustment. Ms. Andrews clarified that the Hearing Officer would now determine the outcome of the hearing and the next steps for the participants.

The Hearing Officer stated that she understood Ms. [REDACTED]'s basis for challenging the period from January 19, 2024 to April 25, 2024, given that there was no transmitting unit, Ms. [REDACTED] could not see her bills, and there were irregularities in the billing. The Hearing Officer asked for further clarification on her dispute regarding the periods of April 25, 2024 to May 16, 2024, and May 17, 2024 to June 16, 2024. She noted that, to her understanding, the meter had already been installed during those periods and was functioning.

Ms. [REDACTED] testified that her first concern was that April 25, 2024, fell after April 17, 2024, the date that marked the start of the next billing cycle. She stated that her second concern was that, despite knowing the MTU was connected on April 25, 2025, she was still unsure what had initially caused the issue. She noted that this left her unable to trust the accuracy of her billing.

Ms. [REDACTED] explained that she challenged multiple billing periods until she could determine what a typical cycle looked like on her account. She expressed frustration over receiving bills marked "actual reading" while her online account has no readings listed. Ms. [REDACTED] noted that Ms. Andrews had only provided an explanation on February 18, 2025, but for all of last year, she had no access to that information. She asserted that she found the situation offensive, given her lack of alternative options due to D.C. Water's monopoly on water services. She added that she has lived in the property and paid water bills in DC for 25 years.

Ms. [REDACTED] stated that she does not have a storm drain on her property, nor are there storm drains on either end of her block. She noted that she had no way to independently verify the accuracy of her water billing. She explained that, as a professional advocate, she knew how to challenge her bill, but was concerned that many others would not know how to dispute their bills. She asserted that if she had not challenged her bills, she would not have access to the information she now had. She stated that it was unacceptable for D.C. Water's customers to be treated in this manner.

Ms. [REDACTED] acknowledged that Ms. Andrews does not have the authority to make adjustments per the DC Municipal Regulations. She stated that she was appealing to the Hearing Officer as a regular customer who has always paid her bills on time and in full. She questioned how D.C. Water was able to send her irregular bills and statements labeled "actual reading" when her online account showed no readings.

Ms. Andrews clarified that the reason the bill was marked as an "actual read" was that a field technician physically visited the property to read the meter. She explained that when she spoke to Ms. [REDACTED] on February 18, 2025, a technician was manually reading the meter at the property.

Ms. [REDACTED] replied that she had no control over how the readings were taken. She noted that she could only rely on what she saw and what she was told. She added that the D.C. Water technician who was physically reading the meter did not leave any notice on her door indicating that they had been there to take a reading.

Ms. Andrews responded that the technician Ms. [REDACTED] spoke with on April 16, 2024, was visiting the property to read the meter. Ms. [REDACTED] replied that this technician also informed her that the meter was not connected. Ms. Andrews confirmed that this was the reason the technician was out at the property.

Ms. [REDACTED] stated that if the technician had visited the property before, she was unaware of it. She explained that she happened to be home on April 16, 2024, a holiday, and saw the utility truck outside. She testified that she decided to go ask why she had not received a bill since January 18, 2024.

Ms. Andrews apologized for the delay. Ms. [REDACTED] accepted her apology.

Ms. [REDACTED] asserted that she was a regular homeowner trying to ensure that she received fair treatment, not attempting to cheat the system. Ms. [REDACTED] noted that she is a DC lawyer with 26 years of experience in criminal defense, adding that water usage was not her area of expertise. She explained that, as a professional advocate, she believes in procedural due process, including notice and the opportunity to be heard. Ms. [REDACTED] stated that the ongoing hearing was her opportunity to be heard.

Ms. [REDACTED] pointed out that she submitted her request for an administrative hearing in August 2024. She noted that she discovered that she could view the outcomes of past hearings online but found no new releases since October 2023, which made her question when her case would be heard. She recalled that when she was contacted to schedule the hearing, she felt stressed over continuing the process. She asserted that the stress caused by this situation was not something she brought upon herself and that she was seeking a resolution. She appealed to the Hearing Officer to consider her proposal.

Ms. [REDACTED] added that another source of her stress was an impending loss of income. She explained that her employer obtained its budget from Congress, and she would no longer receive a paycheck after March 14, 2025. She stated that she wanted to ensure that her finances were in order and that she was able to pay her mortgage. Ms. [REDACTED] noted that she was preparing to conserve water usage by showering and doing laundry less often. She appealed to the Hearing Officer to accept her proposal and allow her to move on from the bills under dispute in the ongoing hearing.

Ms. [REDACTED] reiterated that she challenged the two subsequent bills because she did not trust or understand the explanation D.C. Water provided. She questioned how the bills could be marked as “actual readings” when the MTU had not been connected. She noted that the technician never informed her that he had been manually reading the meter, and she first learned this information



on February 18, 2025. Ms. [REDACTED] concluded that she was therefore requesting a 25% reduction in her overall balance.

The Hearing Officer confirmed that she would consider this explanation as part of her decision. She requested that Ms. Andrews present the record of the conversation on February 18, 2025, both to aid in her ruling and to provide a summary for Ms. [REDACTED] to review. Ms. Andrews replied that the call was documented in the Interaction Records and dated February 18, 2025.

The Hearing Officer asked Ms. [REDACTED] if she received a packet of information. Ms. [REDACTED] replied that she had received a zip file with photographs and her communications with D.C. Water. She added that she could see photographs involving her more recent meter change, part of the basis for her most recent dispute.

The Hearing Officer confirmed that she could see the updated Interaction Records, noting a call on February 18, 2025, and asked if it was sent to everyone. Ms. Andrews affirmed. Ms. [REDACTED] asked Ms. Andrews to define “everyone”. Ms. Andrews replied that she and the customer, Ms. [REDACTED] were the recipients.

Ms. Arrington apologized to Ms. [REDACTED] for the inconvenience the situation may have caused. She explained that when the meter is in public space and D.C. Water needs to change or remove the meter for testing, they do not notify the customer. She clarified that D.C. Water only notifies the customer if the meter is located on private property or is in a location they are unable to access. Ms. Arrington stated that D.C. Water’s process involves pulling the meter to test for accuracy when an administrative hearing is requested. She noted that D.C. Water does not provide a door hanger or notification when changing a meter.

Ms. [REDACTED] questioned why the most recent bill she disputed listed two meter numbers. Ms. Arrington clarified that the bill displays both the old and new meters. She noted that the new meter is then listed on the account.

Ms. [REDACTED] confirmed that this was the issue she saw on the bill she recently disputed. She explained that she filed the dispute on January 22, 2025, upon receiving the bill but did not speak with Ms. Andrews until February 18, 2025. She noted that she could see the photographs in the zip file showing the new meter number and that she had just received a bill that day reflecting the updated meter number. She stated that she would been unable to determine the reasoning behind the new meter number if she had not spoken to Ms. Andrews.

Ms. [REDACTED] testified that she believed D.C. Water owed it to the customer to provide proper notification about changes, regardless of the method they chose. She stated that she found the lack of communication confusing and explained that she had to regularly check her online account when she again stopped receiving bills after November 2024. She explained that when she called D.C. Water, a representative would tell her to check her spam folder, suggest it was an IT issue, or advise her to wait for the bill to post. She stated that she received no follow-up calls to explain what was happening. Ms. [REDACTED] noted that her last email was sent on January 15, 2025, and she received a bill on January 22, 2025.

Ms. [REDACTED] asserted that D.C. Water is not an inanimate entity, but an entity run by real people who work there. Ms. [REDACTED] noted that she appreciated the apology but reiterated that the situation was stressful and inconvenient, notably because she had to take time out of her schedule to resolve it.

The Hearing Officer asked whether there was an explanation for the extended billing cycle from January 19, 2024 to April 16, 2024. Ms. Andrews noted that the bill was for 89 days.

Ms. Andrews stated that the only explanation they could determine was that the account required manual intervention and was not processed automatically through the system. She acknowledged that she did not know why this occurred. She explained that once it was brought to D.C. Water's attention that the account was not billing, the necessary steps were taken to bill the account out.

The Hearing Officer noted that there was an estimated read for January 18, 2024, an estimated read for February 16, 2024, and field reads for March 2024 and April 2024. Ms. Andrews confirmed that this was correct.

Ms. Andrews explained that because the last reading on the bill was an actual meter reading rather than an estimate, the bill has an actual read. Ms. [REDACTED] stated that her bill only indicated the period from January 19, 2024 to April 16, 2024, 89 days, and indicated an actual read. She asked to clarify that she would not have been aware that any estimated readings took place.

Ms. Arrington confirmed that this was correct. She explained that when the account was actually billed, D.C. Water determined a daily average consumption to estimate the amount of water used during the estimated two-month period. She clarified that this was the estimate listed, but the usage was the actual usage for the entire period.

The Hearing Officer asked Ms. [REDACTED] to elaborate on the basis for her 25% reduction request and why she chose that specific percentage.

Ms. [REDACTED] stated that she believed a 25% reduction was fair given the stress, time, and lack of access to critical billing information she had experienced. She acknowledged Ms. Arrington's explanation regarding why the bill listed an "actual read" but noted that she had just learned that the other two months were based on estimates. She explained that it concerned her that the 89-day bill indicated that it was an "actual read" when she was aware that the MTU was not providing readings during the billing period. Ms. [REDACTED] noted that she needed to be able to trust that her billing accurately reflected her actual water usage. She stated that not knowing that manual readings were being taken contributed to her lack of trust regarding the accuracy of the charges.

Ms. [REDACTED] reiterated that she had recently disputed another bill because she did not receive a bill from November 20, 2024, until January 17, 2025. She noted that the bill for the October 2024 to November 2024 period was normal, but she did not receive another bill in the mail until January 22, 2025. She concluded that all of this occurred before her conversation with Ms. Andrews on February 18, 2025.

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 disputed bills are dated April 18, 2024, for the period of January 19, 2024 to April 16, 2024, in the amount of \$240.30; dated May 16, 2024, for the period of April 17, 2024 to May 16, 2024, in the amount of \$77.63; and dated June 18, 2024, for the period of May 17, 2024 to June 18, 2024, in the amount of \$77.29. (Hearing Notice dated February 10, 2025).
2. D.C. Water determined that an adjustment was warranted on the billing period from January 19, 2024, to April 25, 2024. (Testimony of Ms. Andrews).
3. Ms. [REDACTED] testified that she did not receive a bill after the replacement of her lead pipes on October 27, 2023. (Testimony of Ms. [REDACTED]).
4. Ms. [REDACTED] testified that she was billed for an extended period between late October 2023 and December 2023. (Testimony of Ms. [REDACTED]).
5. Ms. [REDACTED] testified that she did not receive an email for her January 2024 bill but paid it immediately upon noticing. (Testimony of Ms. [REDACTED]).
6. Ms. [REDACTED] testified that her late fee for the January 2024 bill was waived by Ms. Andrews. (Testimony of Ms. [REDACTED]).
7. Ms. [REDACTED] testified that she did not receive another bill until April 2024. (Testimony of Ms. [REDACTED]).
8. Ms. [REDACTED] testified that she spoke to a D.C. Water technician about her delayed bills on April 16, 2025, and was told her meter had not been connected since November 5, 2023. (Testimony of Ms. [REDACTED]).
9. Ms. [REDACTED] testified that she immediately contacted D.C. Water and was told the issue would be escalated. (Testimony of Ms. [REDACTED]).
10. Ms. [REDACTED] testified that she asked another D.C. Water technician to show her the new meter on April 25, 2025. (Testimony of Ms. [REDACTED]).
11. Ms. [REDACTED] testified that she disputed the bills dated May 16, 2024, and June 18, 2024, because she questioned how D.C. Water had access to actual readings when her account had previously shown no recorded readings. (Testimony of Ms. [REDACTED]).
12. Ms. Andrews called the customer to discuss the January 19, 2024 to April 25, 2024, billing period on February 18, 2025. (Testimony of Ms. Andrews, Testimony of Ms. [REDACTED]).
13. D.C. Water asserted that when the customer's lead service lines were replaced in October 2023, a new meter was installed on October 26, 2023. (Testimony of Ms. Andrews).
14. D.C. Water asserted that the old meter was left in place, the MTU continued transmitting data from the old meter, and the bills listed the new meter's number. (Testimony of Ms. Andrews).
15. D.C. Water asserted that a new MTU was installed on the property's meter on April 25, 2024. (Testimony of Ms. Andrews).
16. D.C. Water asserted that on the bill dated April 18, 2024, the customer was overbilled by 0.2 CCF, and the correct usage was 0.02 CCF for the period from April 17, 2024 to April 25, 2024. The total overbilling was 0.22 CCF, or \$3.99. (Testimony of Ms. Andrews).
17. D.C. Water asserted that the overbilled amount was credited to the customer. (Testimony of Ms. Andrews).

18. Ms. [REDACTED] testified that she began seeing meter readings on her online account after the MTU was replaced. (Testimony of Ms. [REDACTED]).
19. D.C. Water asserted that the billing period for the bill dated April 18, 2024, was for 89 days. (Testimony of Ms. Andrews).
20. D.C. Water asserted that there was an estimated read for January 18, 2024, an estimated read for February 16, 2024, and field reads for March 2024 and April 2024. (Testimony of Ms. Andrews).
21. D.C. Water asserted that the final actual read was accurate for the billing period. (Testimony of Ms. Andrews).
22. Ms. [REDACTED] testified that she continued to dispute the bills dated May 16, 2024, and June 18, 2024, given the stress, time, and lack of information provided. (Testimony of Ms. [REDACTED]).

### CONCLUSIONS OF LAW

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

This case presents a question of whether D.C. Water's charges for the disputed bills dated April 18, 2024, May 16, 2024, and June 18, 2024 are valid. The customer, Ms. [REDACTED] challenged



these bills primarily due to: (1) irregularities in billing after lead pipe replacement in October 2023, (2) lack of visibility into meter readings on her online account and (3) concerns about the accuracy of bills marked as "actual readings" when, to her knowledge, the meter transmitting unit (MTU) was not connected.

D.C. Water has already acknowledged that an adjustment is warranted for the period from January 19, 2024, to April 25, 2024, and credited the customer \$3.99 for overbilling. The key issue is whether additional adjustments are warranted for the disputed bills, especially those dated May 16, 2024, and June 18, 2024, after the MTU was properly installed on April 25, 2024.

Regarding the bill dated April 18, 2024, I find that D.C. Water's credit of \$3.99 is appropriate and consistent with the evidence. D.C. Water's investigation determined that the customer was overbilled by 0.22 CCF, which equals \$3.99. This adjustment is consistent with the regulations that require D.C. Water to "adjust the bill to reflect the correct charges, as indicated by the correct reading or corrected computations." 21 DCMR 405.1.

As for the bills dated May 16, 2024, and June 18, 2024, I find that no further adjustment is warranted under the regulations. By Ms. [REDACTED]'s own testimony, after the MTU was installed on April 25, 2024, she began seeing meter readings on her online account. D.C. Water testified that from April 25, 2024, onward, the issue was corrected, and Ms. [REDACTED] was being billed accurately. The customer has not presented evidence that the meter was malfunctioning or that computations were faulty for these billing periods.

I understand Ms. [REDACTED]'s frustration with the lack of communication from D.C. Water regarding changes to her meter and the resulting billing irregularities. The evidence indicates that there were communication failures that caused considerable stress and inconvenience to Ms. [REDACTED] a customer who has consistently paid her bills for 25 years. However, the regulations do not provide for adjustments based on poor communication or customer inconvenience. Under 21 DCMR 408.1, when all checks and tests result in inconclusive findings that provide no reasonable explanation for excessive consumption, no adjustment shall be made to the bill.

Ms. [REDACTED]'s request for a 25% reduction in her outstanding balance as compensation for the stress and time she has invested in this matter is also understandable, but falls outside the scope of the remedies available under the regulations. The DC Municipal Regulations governing water bill adjustments are specific and limited to cases involving meter malfunction, computational errors, certain types of leaks, and similar technical issues. They do not provide for discretionary adjustments based on customer service issues or inconvenience.

For the foregoing reasons, the determination of D.C. Water that no further adjustment to the bills dated May 16, 2024, and June 18, 2024 is warranted is hereby AFFIRMED. The credit of \$3.99 applied to the bill dated April 18, 2024 is also AFFIRMED.

Finally, I encourage D.C. Water to review its communication practices regarding meter changes and billing irregularities. While not a basis for adjustment under the regulations, proper communication with customers would prevent the type of confusion and stress experienced by Ms. [REDACTED]

*Carolyn Elefant*

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Carolyn Elefant, Hearing Officer

Date: April 16, 2025

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[REDACTED]  
[REDACTED] Otis St NE  
Washington, DC 20018  
c/o [REDACTED]@msn.com

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

**IN RE:** Godswill Okoji  
11340 Emerald Park Road  
Potomac, MD 20854

Account No. 271303

Case No. 25-157129

Total Amount in Dispute: \$4,374.55

Before Carolyn Elefant, Hearing Officer  
December 11, 2024

The customer contested a water bill for the property at [REDACTED] Benning Rd NE, Washington D.C. The disputed bill is dated December 11, 2023, for the period of September 12, 2023, to December 8, 2023, in the amount of \$4,374.55.

The D.C. Water and Sewer Authority (D.C. 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 December 11, 2024, for a remote hearing. Present for the hearing were Godswill Okoji, on behalf of his property, and Stephanie Robinson, Rona Myers, and Kimberly Arrington, who appeared on behalf of D.C. Water.

The property involved is a row townhouse that Dr. Okoji has owned since 2005. Dr. Okoji added a second and third floor that were rented out and used as a school for a period of time. The property has four bathrooms, one on every floor and one in the basement. The property has been vacant since 2022, but the main valve is not turned off. The building is visited by a real estate agent as the property as it is listed for sale. Prior to the disputed bill, the average water bill was approximately \$25 before the two floors were added and \$50 to \$60 thereafter.

Dr. Okoji stated that in 2021, there was a spike where the bill was \$565 for one month. Dr. Okoji recalled that he had paid the bill because he thought the school was the cause of the abnormal bill. He noted that in 2022, another one-time increase happened again. Dr. Okoji testified that every abnormal bill occurred between September and December. Dr. Okoji explained that he had one of his patients who worked for the water department inspect the property every time this happened. Dr. Okoji stated that in 2021, his patient inspected all four levels and found no leak, so the patient then advised him to contact D.C. Water, which Dr. Okoji did. Dr. Okoji recalled that he asked the water department to conduct a full inspection, which was done, and no damage was found other than one area with water faucet leakage. He added that this leakage was then repaired. Dr. Okoji noted that this pattern repeated in 2022, as evidenced by the large bill present in the records he had shared with D.C. Water.

Dr. Okoji testified that the building has been vacant since 2022, there are no squatters at the location, a full inspection had been completed, and the property had no leaks. Thus, he was

disputing the contested bill. Dr. Okoji explained that he had noticed the pattern of increased usage between September and October and communicated it to D.C. Water but was told that the meter showed that the issue had stopped. Dr. Okoji stated that D.C. Water had been unable to explain the recurring spikes to him.

Dr. Okoji testified that the water is not currently shut off at the building and that he is paying the bills while the property is unoccupied. He added that he had requested that the bills be sent to his current place of residence, paid the bills sent to him, and continued to pay his \$50 estimation of the average usage every month after D.C. Water stopped sending him bills. Dr. Okoji noted that when he forgot to pay this estimated amount, he instead paid \$100. Dr. Okoji explained that the last bill he received at his place of residence was the disputed bill, dated December 8, 2023.

Ms. Robinson replied that, if a customer stopped receiving bills, she recommended notifying customer support. She read aloud the mailing address that D.C. Water had on file for Dr. Okoji and asked that he contact customer service if he was not receiving his bills in order to update his address. Ms. Robinson added that bills were being generated monthly for the property. Dr. Okoji responded that the address Ms. Robinson had read aloud was his former residence up until November 2022, and noted that he had contacted D.C. Water to update it. Dr. Okoji explained that the disputed bill had arrived at his updated address, 11340 Emerald Park Road, Potomac, MD, 20854. He stated that the bill had not been forwarded to his mailing address and that he had updated his information.

Ms. Robinson apologized for the issue, noting that the mailing address on the account did not match the address Dr. Okoji gave. Ms. Robinson recommended that Dr. Okoji contact customer service or submit a request via email to update his address to receive his monthly statements. Ms. Robinson testified that D.C. Water was present at the ongoing hearing to discuss the disputed billing period, encouraging Dr. Okoji to contact D.C. Water's customer service regarding any missing bills.

The Hearing Officer requested that Dr. Okoji repeat his current mailing address into the record to ensure that a copy of the order reached him, which he then did. Dr. Okoji also noted that he had both called D.C. Water and submitted an email request for a change of address. He reiterated that the disputed bill had reached his Potomac address in 2023 without being forwarded.

Ms. Robinson asked if Dr. Okoji had anyone checking in on the property while it was unoccupied. Dr. Okoji replied that the realtor had the keys and was visiting the property regularly, since the building was listed for sale, and all visitors were handled through the realtor.

Dr. Okoji explained that the last time he visited the building, which was within the last three months, there was no leak anywhere in or outside the property. Dr. Okoji testified that after he called and complained about the disputed bill, he personally inspected every level of the building and found no issues. He stated that customer service then advised him to submit a request for an administrative hearing.



Ms. Robinson recommended that Dr. Okoji check the property because his account history indicated that usage did increase during the winter months. She added that, based on his recent bills, his current usage was increasing. Ms. Robinson noted that his usage between October 2024 and November 2024 increased to 116.61 CCF, and his current bill for November 2024 through December 2024 increased to 116.51 CCF. Ms. Robinson concluded that, if the property was vacant, something was wasting water at the property.

Ms. Robinson testified that D.C. Water's position is that no adjustment is warranted. Ms. Robinson stated that the bill was for 88 days of usage in accordance with DC Municipal Regulation 308.1, which states that D.C. Water can render a bill greater than the typical 30 to 31 days that the customers will receive. Ms. Robinson added that, per DC Municipal Regulation 308.2, the General Manager has the authority to determine the billing schedule and may implement a monthly billing cycle or any other cycle deemed appropriate to meet the needs of the Authority.

Ms. Robinson reported that continuous usage started on October 2, 2023, around 0900 a.m., and registering on the meter did not stop until December 1, 2023, around 0500 a.m. Ms. Robinson noted that Dr. Okoji's account is only registered for high usage notification alerts and is not registered online to receive consecutive usage notification alerts. Ms. Robinson stated that D.C. Water's investigation was completed on March 25, 2024, and that an underground inspection was not performed because the continuous usage stopped prior to the completion of the investigation. Ms. Robinson also added that the usage on the subsequent bills prior to the completion of the investigation showed that usage declined, so whatever was going on at the property was controlled at the premises.

She explained that the charges in question were built based on actual meter readings. Ms. Robinson stated that the meter that serves the property was removed on August 27, 2024, and tested on August 28, 2024, for accuracy. Ms. Robinson reported that the meter demonstrated an overall accuracy of 100.84%, which is within the testing standards set by the American Water Works Association. As stipulated by the American Water Works Association guidelines, a meter reading within the range of 98.50% to 101.50% is considered a passing result. Ms. Robinson added that D.C. Water's investigation did not disclose a meter overread, faulty computation, doubtful meter registration, or possible meter malfunction.

Ms. Robinson stated that under District Municipal Regulation 408.1, in cases in which all checks and test result in inconclusive findings and provide no reasonable explanation for excess consumption, no adjustment is warranted. Ms. Robinson reiterated that the continuous usage for this property stopped on December 1, 2023, indicating that the cause of the wasted water was controlled at the premises. Ms. Robinson mentioned that the pattern of the property showed that usage increased during the winter months, and that the current bills for 2024 were elevated as well.

Ms. Robinson confirmed that she had not previously observed a usage trend where water usage increased during the winter months and then subsequently declined. Ms. Robinson noted that typical issues during the winter were caused by pipes, where leaks formed during cold months. Ms. Robinson suggested that a realtor could check the toilets and fixtures they may use while showing the property. Dr. Okoji stated that he had noticed that usage increased every

September and assumed that, while the building was occupied, the cause was possibly faucets left on to prevent freezing.

Dr. Okoji testified that he had called D.C. Water to ask if a ground issue was his responsibility, as he had planned to have the ground dug up to check for a leak. He explained that he was informed that he was only responsible for what was inside the building. Ms. Robinson clarified that the purpose of an underground inspection performed by D.C. Water is to rule out a leak on the public property side of the service line. Ms. Robinson noted that, during this process, D.C. Water can also determine if the service line on the private property side is leaking, which benefits the customer. Ms. Robinson explained that the owner would be responsible for repairs on an underground service line leak on private property. Ms. Robinson stated that D.C. Water's records indicated that no underground inspection was completed to determine if there was a leak on the service line because usage had declined. She added that leaks on the service line usually do not resolve without intervention and remain continuous until the pipe is exposed and repaired. Ms. Robinson concluded that this type of leak would stay continuous as long as the inside valves are turned on and recommended that Dr. Okoji turn the inside main valve off while the property remained vacant.

The Hearing Officer queried whether Dr. Okoji had asked a plumber or water professional about the trend present at the property. Dr. Okoji reiterated that he had noticed this trend of high usage some time ago, with previous bills spiking in the hundreds, but was not alarmed until he received the disputed bill in the amount of over \$4,000. Dr. Okoji stated that upon receiving the disputed bill, he initially assumed there was a leak on the property and conducted a thorough inspection but found no issues. Dr. Okoji concluded that while he had not had a plumber inspect the property, he was willing to have a plumber complete an inspection, if it would impact the case.

The Hearing Officer requested that Dr. Okoji submit a Plumber's Report by the end of December 2024. Dr. Okoji stated that he would do so and asked if there were any specific qualifications required of the plumber. Ms. Robinson replied that any plumber could be used, provided they were licensed to operate in D.C. The Hearing Officer clarified that a Plumber's Report may not impact the hearing's outcome, noting that, depending on the type or location of the leak identified, Dr. Okoji could still be held responsible for the repairs. The Hearing Officer added that she believed a better understanding of the situation, regardless of the outcome, would be useful for Dr. Okoji and any potential buyers.

The Hearing Officer stated that she would hold the ongoing proceeding in abeyance pending receipt of the Plumber's Report. Ms. Robinson provided the email address to which Dr. Okoji could send the report. On January 22, 2025, the customer emailed a copy of a plumber's report dated December 11, 2024 showing a repair to a leaky shutoff valve behind a wall.

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 row townhouse with four bathrooms, one on every floor and one in the basement. (Testimony of Dr. Okoji).
2. The property was vacant during the disputed billing period, but the water was not turned off. (Testimony of Dr. Okoji).
3. The disputed bill is dated December 11, 2023, for the period of September 12, 2023, to December 8, 2023, in the amount of \$4,374.55. (Testimony of the parties).
4. The average water bill was approximately \$25 before the second and third floors were added and \$50 to \$60 thereafter. (Testimony of Dr. Okoji).
5. Dr. Okoji testified that he and a water department employee inspected the entire property and found no leaks in 2021. (Testimony of Dr. Okoji).
6. A full inspection of the property was conducted, and a water faucet leak was identified and repaired in 2021. (Testimony of Dr. Okoji).
7. The property's water usage shows annual spikes in usage during the winter months. (Testimony of the parties).
8. D.C. Water asserted that the current bills reflect an increase in usage, 116.61 CCF between October and November 2024 and 161.51 CCF from November through December 2024. (Testimony of Ms. Robinson).
9. Dr. Okoji inspected the property within three months of the hearing and found no leaks. (Testimony of Dr. Okoji).
10. D.C. Water asserted that the bill was in accordance with DC Municipal Regulation 308.1 and 308.2, which states that D.C. Water can render a bill greater than the typical 30 to 31 days that the customers will receive. (Testimony of Ms. Robinson).
11. D.C. Water asserted that continuous usage occurred between October 2, 2023, and December 1, 2023, indicating that the cause of the usage was controlled at the premises. (Testimony of Ms. Robinson).
12. D.C. Water removed the meter on August 27, 2024, and tested it on August 28, 2024, demonstrating an overall accuracy of 100.84%, which is within the guidelines of the American Water Works Association standards of 98.5% to 101.50%. (Testimony of Ms. Robinson).
13. D.C. Water's investigation, completed on March 25, 2024, determined that an adjustment is not warranted under District Municipal Regulation 408.1, due to all checks and test result in inconclusive findings and fail to provide a reasonable explanation for excess consumption. (Testimony of Ms. Robinson).
14. The Hearing Officer stated that she would hold the proceeding in abeyance until the end of December 2024 for Dr. Okoji to submit a Plumber's Report.

### CONCLUSIONS OF LAW

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

### 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.

This is a case in which the customer disputed a bill that showed unusually high water usage during a period when the property was vacant. The customer testified that he had observed a pattern of increased water usage during the winter months, specifically between September and December, over several years. The customer's own inspection of the property did not reveal any visible leaks. At the Hearing Officer's request, post-hearing, the customer submitted a plumber's report dated December 11, 2024, which identified and repaired "a small slow leak coming from [the main shut off valve] behind the wall."

D.C. Water investigated the customer's claims and found that the meter was working properly. D.C. Water tested the meter on August 28, 2024, and determined that it was functioning within acceptable levels of accuracy at 100.84%, well within the American Water Works Association standards of 98.5% to 101.50%. D.C. Water's investigation did not disclose a meter overread, faulty computation, doubtful meter registration, or possible meter malfunction.

D.C. Water also identified that continuous usage had occurred between October 2, 2023, and December 1, 2023, and had stopped prior to completion of D.C. Water's investigation on March 25, 2024. The fact that the continuous usage stopped indicated that the cause of the wasted water was controlled at the premises. This conclusion is supported by the plumber's report, which



identified a slow leak from the main shut off valve behind a wall that was ultimately repaired on December 11, 2024.

Under DC Municipal Regulation 406.1 and 406.2, repair of leaking faucets, household fixtures, and similar leaks are the responsibility of the owner or occupant. Where an investigation discloses leaking fixtures, no adjustment will be made to the bill for any portion of excessive use attributable to those leaks. The plumber's report confirms that there was a slow leak from the main shut off valve located behind a wall, which is within the customer's property and responsibility.

It is important to note that the leak was difficult to detect because it was behind a wall, which explains why the customer's visual inspections did not reveal the source of the excess water usage. The plumber's report provides a reasonable explanation for the excessive consumption that was previously undetermined. Because the leak was found in a fixture that is the responsibility of the owner to maintain and repair, no adjustment to the bill is warranted under the applicable regulations.

Additionally, the property was vacant during the disputed period, but the main water valve was not turned off. D.C. Water's representative recommended that the customer turn off the main valve to prevent future leaks while the property remained vacant. This recommendation seems particularly appropriate given the customer's testimony about recurring high water usage during the winter months.

For the reasons discussed, the determination of D.C. Water that the charges are valid and no basis exists to adjust the customer's account is hereby **AFFIRMED**.



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Carolyn Elephant, Hearing Officer

Date: April 16, 2025

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Godswill Okoji  
11340 Emerald Park Road  
Potomac, MD 20854

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

**IN RE:**

██████████  
c/o ██████████  
██████████ Beech St NW  
Washington, DC 20015  
c/o ██████████@gmail.com

Account No. ██████████  
  
Case Nos. 24-394497  
24-348896  
24-511203

Total Amount in Dispute: \$735.64

Before Carolyn Elefant, Hearing Officer  
February 12, 2025

The customer contested water bills for the property at ██████████ Beech St NW, Washington D.C. The disputed bills are dated February 7, 2024, for the period of January 6, 2024 to February 6, 2024, in the amount of \$295.15; dated March 7, 2024, for the period of February 7, 2024 to March 6, 2024, in the amount of \$236.34; and dated April 5, 2024, for the period of March 7, 2024 to April 4, 2024, in the amount of \$204.15.

The D.C. Water and Sewer Authority (D.C. Water) investigated and determined that no adjustment to the bills were warranted. The customer requested an administrative hearing.

The matter came before the Hearing Officer on February 12, 2025, for a remote hearing. Present for the hearing were ██████████, on behalf of his property, and Stephanie Robinson, Rona Myers, and Kimberley Arrington who appeared on behalf of D.C. Water.

The property involved has four bathrooms and some outdoor water faucets. Mr. ██████████ has owned the property for approximately six years and currently resides there.

Mr. ██████████ recalled that the property was billed on an estimate when they initially moved in. He stated that the customer was switched to actual billing in recent years. He noted the first bill on the new system, which he received in July 2023, was quite high. He added he was unable to address his concern with the amount at that time because he was away from the property. Mr. ██████████ explained the subsequent bill was also high, so he contacted D.C. Water to understand why the bill had increased.

Mr. ██████████ stated that they had difficulty communicating with D.C. Water and there were delays in efficiently getting someone to the property. Mr. ██████████ testified that a D.C. Water crew visited the property in October 2023 or November 2023. He noted that the crew inspected the outdoor meter and informed him that the meter had been changed, likely coinciding with the transition from estimated to actual billing. Mr. ██████████ added that he had suspected that the meter was not functioning correctly. Mr. ██████████ noted that the D.C. Water team confirmed that the meter was operating accurately and determined that the property had a leak. He explained that the crew next assessed if the leak was the responsibility of D.C. Water or the property owner. He mentioned

that the crew ultimately ruled out a D.C. Water issue and ruled out the possibility that the meter was malfunctioning sporadically.

Mr. [REDACTED] stated that he then hired a plumber to investigate the property and uncovered leaks. He explained that by the time he received these results, it appeared that D.C. Water had concluded that there was no problem. Mr. [REDACTED] mentioned that he believed D.C. Water had possibly changed the meter. He noted that D.C. Water might have records confirming whether a meter replacement had occurred. Mr. [REDACTED] suggested that the issue may have been caused by the new meter malfunctioning, which D.C. Water then potentially replaced.

Mr. [REDACTED] explained that the plumber discovered one or two toilets that were leaking or not shutting off properly inside the property. He noted that the plumber fixed all issues in the house. Mr. [REDACTED] recalled that after both D.C. Water's external repairs and the repairs within the private residence were completed, the water bills returned to a more normal range. Mr. [REDACTED] stated that the bills were abnormally high in July 2023, August 2023, September 2023, and possibly November 2023.

Mr. [REDACTED] testified that he was seeking a reasonable reduction in the amount owed to D.C. Water to reflect a more realistic amount. Mr. [REDACTED] noted that he had attempted to keep up with the situation by disputing bills while pursuing appeals. He clarified that he had no issue paying D.C. Water but deferred the bills to keep the question of a possible adjustment for the four-month period in 2023 open.

Mr. [REDACTED] stated that he did not have concerns about the accuracy of the billing after that time but continued disputing bills to ensure the issue remained under consideration. He added that the matter had now been ongoing for quite a while. He reiterated that his real issue was the four to five months in 2023 during which the bills were abnormally high. Mr. [REDACTED] requested that D.C. Water consider an adjustment for those 2023 bills so he could pay what he owes and move on from the issue at hand.

Ms. Robinson testified that D.C. Water's position is that no adjustment is warranted. She explained that the disputed charges in question were built based on actual meter readings. Ms. Robinson added that D.C. Water's investigation did not disclose inconsistent reads from the metering device or faulty computation.

Ms. Robinson stated that on November 2, 2023, a D.C. Water inspection crew visited the property to perform an underground inspection because of the excess usage. Ms. Robinson reported that per the work order, the crew responsible, A-16, checked and found registration at the meter upon arrival, but were unable to finish the investigation because the occupant was not home. The remarks conclude that the occupant needed to reschedule for another appointment.

Ms. Robinson testified that on December 5, 2023, the D.C. Water inspection crew returned to the property to perform the underground inspection and again found registration at the meter. She noted that the technician made a request for a curb stop to be installed on the property line to determine where responsibility for the leak lay.

Ms. Robinson testified that on February 23, 2024, D.C. Water determined that the leak was not in public space. She reported that D.C. Water's Consecutive Usage Notification Application (CUNA) alert system issued alerts to the customer on February 21, 2024, and February 22, 2024. She read aloud the email that the alerts were successfully sent to and explained that no attempts were made by phone because the customer did not have a phone number enrolled at that time.

Ms. Robinson stated that, due to a processing delay, D.C. Water completed its investigations of the disputed bills on different dates. She reported that on March 29, 2024, the investigation for the disputed bill dated March 7, 2024, was completed. She explained that D.C. Water determined an adjustment was not warranted under DC Municipal Regulation 407.4, which states that if, pursuant to section 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. DC Municipal Regulation 407.5 outlines that, in accordance with section 407.4, D.C. Water may take into consideration for the adjustment whether the owner has repaired the leak within 30 calendar days after the bill investigation report is issued to the owner or occupant and provides evidence that the repairs were performed by a licensed plumber. She noted that the owner or occupant has 30 days from the date of the issuance of D.C. Water's decision to provide a plumber's report for adjustment consideration.

Ms. Robinson testified that on April 2, 2024, D.C. Water received the customer's plumber's report dated April 1, 2024. She noted the report states that on March 21, 2024, Aspen Hill Plumbing cleared stoppage from a tub drain line in the first-floor bathroom, reset a toilet in the first-floor hall bathroom, supplied and installed four replacement toilet flappers as well as two replacement fill valves, and installed a replacement supply line for a levy faucet in the first-floor hall bathroom. Ms. Robinson stated that D.C. Water was able to determine that usage did decline after the repairs were made.

Ms. Robinson reported that on June 25, 2024, D.C. Water completed the investigation for the timely disputed bills dated February 7, 2024, and April 5, 2024. Ms. Robinson testified that D.C. Water's position is that no adjustment is warranted for those two bills under DC Municipal Regulation 406.2, which states 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 attributable to those leaks. She noted that Mr. [REDACTED] mentioned that the repairs stopped the cause of the wasted water, usage declined, and the bills returned to normal. Ms. Robinson concluded that D.C. Water's findings indicated that the toilet leaks were the cause of the wasted water, the charges are valid, and no adjustment is warranted.

The Hearing Officer queried whether the property's meter was ever pulled and tested or replaced, as Mr. [REDACTED] mentioned. Ms. Arrington stated that the meter removed from the account was an old meter and was not the one associated with the disputed bills. She explained that the meter replacement occurred as part of an automated meter infrastructure replacement project for aging meters. Ms. Arrington clarified that the removed meter was replaced solely due to its age, and the disputed bills were issued based on readings from the new meter.



The Hearing Officer asked Ms. Arrington to confirm that D.C. Water deemed it unnecessary to test the meter because the investigation determined that the leak was the cause of the high usage. Ms. Arrington responded that this was correct.

Mr. [REDACTED] inquired whether the meter had ever been replaced, and if so, requested the date of the replacement. Ms. Robinson replied that it was replaced on February 4, 2025.

Mr. [REDACTED] stated that his appeal was based on the timing of the investigation and D.C. Water's delay in addressing the issue. He expressed concern that the extended time frame resulted in him paying higher bills for longer than necessary.

Mr. [REDACTED] testified that the situation was hazy but added that his billing did change once the meter was replaced. He acknowledged that the residence also had issues that he had not been aware of until the investigation occurred but reiterated that the delay in the investigation resulted in the customer paying high bills for a period of time. Mr. [REDACTED] estimated that he had overpaid for approximately four to five months before the meter was changed but was uncertain about the exact overage since he did not have D.C. Water's precision of data. He queried whether D.C. Water was able to clarify how much of the excess charges were attributable to the meter issue versus the toilet leaking issues. He concluded that he hoped for some understanding and accommodation regarding the timing.

Ms. Arrington explained that the meter was changed before Mr. [REDACTED] received the estimates. Ms. Arrington clarified that, while the meter was replaced on February 4, 2025, as Ms. Robinson reported, the meter replacement she had originally referred to occurred before this date. She stated that the meter was replaced through a project in 2023, during which time Mr. [REDACTED] had been receiving estimated reads.

Ms. Arrington asked if Mr. [REDACTED] currently resides at the property. He confirmed that he does. Ms. Arrington queried whether he had received alerts informing him that something was going on at his property and he needed to check it. Mr. [REDACTED] replied that he could not remember.

Mr. [REDACTED] recalled speaking with the technicians who inspected the meter. He stated that they had indicated at one point that D.C. Water was responsible. He added that he asked the crew whether it was possible that the meter was functioning inconsistently, to which he received a generally positive response. Mr. [REDACTED] noted that he thought the meter may have been replaced by the crew, and afterward, his bill became more reasonable. Mr. [REDACTED] stated that he had been pleased with the reduction in his bill and began the appeal process around that time. He asked whether this timeline aligned with D.C. Water's records, considering that they had more accurate dates and documentation than he did. He added that, as a new homeowner at the time, he was still learning how to handle such issues.

Ms. Arrington stated that D.C. Water could determine that the property's usage did decline after the toilet leaks were repaired. She noted that D.C. Water does not offer adjustments for any type of internal fixture leak. Ms. Arrington testified that the meter that was actually on the account during the disputed billing period was a brand-new meter. She added that the meter was not pulled

for testing because D.C. Water determined that the high usage was due to an issue inside the property.

Ms. Arrington asked whether he regularly reviewed his bills each month. She inquired whether he received his bills through the mail or accessed them online. Mr. [REDACTED] replied that he received the bills in the mail.

Mr. [REDACTED] explained that he had approximately 20 pages of bills in front of him and had informally reviewed them, observing a reduction in charges. He stated that he believed the reduction aligned with the time of the meter change but acknowledged that he had been working on the toilet issues at the same time. Mr. [REDACTED] agreed that D.C. Water had not solely caused the problem and that he had contributed to the high usage unknowingly until the billing switched to actual meter readings. He explained that, as a new homeowner at the time, he was still learning about property maintenance.

Mr. [REDACTED] stated that while some of the excessive billing was due to issues within the residence, D.C. Water's delay in identifying the problem had also contributed. He requested an adjustment based on his unfamiliarity with D.C. Water's procedure. He noted that while he had no experience with situations such as his, D.C. Water knew how the process operated. Mr. [REDACTED] testified that this was the first time he had dealt with such an issue. Mr. [REDACTED] requested that D.C. Water assume its portion of responsibility, particularly considering the amount of time the investigation took. He asked D.C. Water to grant an appropriate adjustment to reduce the portion of the bill that was not his responsibility.

Mr. [REDACTED] stated that he was placing himself at D.C. Water's discretion to professionally determine the extent of responsibility D.C. Water may share in the matter. He reiterated that, as a new homeowner, he was still learning about the property, and once he became aware of the internal leaks, he promptly addressed them.

Mr. [REDACTED] noted that, while he believed that D.C. Water fixed any problems on their end once identified, the length of time involved in their resolution was excessive. He asked whether D.C. Water would take responsibility for the delay while he accepted responsibility for the internal repairs he had to make.

Ms. Robinson testified that Mr. [REDACTED] first contacted D.C. Water regarding the bills on September 26, 2023. She reported that D.C. Water's contact center reviewed the bills and then suggested that he contact a licensed plumber to check the property for leaks and conduct a dye test. She noted that D.C. Water received his written dispute on September 28, 2023, in which Mr. [REDACTED] mentioned that he would be contacting a licensed plumber to check the property for leaks. Ms. Robinson stated that D.C. Water advised the customer at the onset of his concern to have the property checked and per his written dispute, he intended to proactively have the property checked. She added, however, that D.C. Water did not receive the plumber's report until April 2024.

Mr. [REDACTED] stated that the date on the plumber's report did not necessarily coincide with the time the work was performed. He recalled having to follow up with the plumber about contacting D.C. Water, which contributed to delays. He noted that the resolution process took time

for multiple reasons. He referenced the efforts he took to find someone to complete the work involved, the time needed to ask Aspen Hill Plumbing to provide a response to D.C. Water, and D.C. Water's administrative delays regarding what he thought was a meter replacement.

Ms. Robinson testified that D.C. Water was present at the ongoing hearing regarding the timely disputed bills but added that there had not been a payment on the account since September 2023. She clarified that there are bills not under dispute that should be paid.

Mr. [REDACTED] responded that he was aware of this and had always intended to pay the bill. He explained that he was concerned that making a payment would derail the dispute and he wanted to keep it open to questions and responses. Mr. [REDACTED] stated that once a determination was made, he would pay whatever amount he owed, although the current balance was significant. He noted that he planned to make a payment to D.C. Water upon the conclusion of the ongoing hearing. Mr. [REDACTED] added that he did not believe he had the necessary information to formally appeal the matter. He reiterated that he was placing himself at D.C. Water's discretion to use their judgment in determining what amount of reduction he deserved.

Ms. Arrington clarified that any bill not in dispute remains due based on its due date. She acknowledged that Mr. [REDACTED] might have believed that withholding payment was necessary to secure a hearing but explained that he would have received a hearing regardless. She advised that if he disputed another bill in the future, only the disputed bills should remain unpaid, while all other charges should be paid as they become due. She noted that, upon reviewing the account, the property may have been at risk of having a lien placed against it due to nonpayment of the bills. Ms. Arrington added that she was providing this information for future reference.

Mr. [REDACTED] testified that he only considered the four or five months in 2023 he outlined to truly be under dispute. He explained that the other disputes and the unpaid balance were part of his effort to keep the issue open. He clarified that he has no dispute regarding the remaining charges.

Ms. Arrington replied that she understood his intentions and was attempting to provide information for the future on how the process operates. She explained that the issue was always open, but he was still obligated to pay the undisputed bills on a timely basis. She reiterated that she was providing this information for future reference, as there was a possibility that the property could have had a lien placed on it due to nonpayment of bills not under dispute.

Mr. [REDACTED] asked if she was referring to late charges on the account. Ms. Arrington replied that the customer's account was placed on hold, so he had no late charges as of the date of the hearing. She clarified that after the Hearing Officer renders a decision, either D.C. Water will have 30 days to make an adjustment based on her ruling, or the customer will have 30 days to pay the balance or contact D.C. Water's call center to arrange an installment plan. She noted that at that point, the hold would drop off the account and the customer would start receiving late charges.

Mr. [REDACTED] stated that he expected D.C. Water to clearly communicate its decision to him once it had been made. He added that he prefers paper notices over email. He clarified that his understanding was that the amount listed as owed on the next paper bill he received would be the

accurate amount he needed to pay to D.C. Water. Mr. [REDACTED] expressed hope that D.C. Water would clearly indicate how much of an adjustment was made to address his concerns regarding billing accuracy.

Ms. Arrington stated that the outcome was now in the hands of the Hearing Officer, who would render a decision, and further actions would proceed accordingly.

Mr. [REDACTED] estimated that D.C. Water could potentially adjust approximately \$400 to \$500 on their end. He stated that he was unsure if this estimate was completely accurate, as D.C. Water has more precise and up-to-date information than he does. He concluded by expressing his appreciation for D.C. Water's time.

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 has four bathrooms and some outdoor water faucets. Mr. [REDACTED] currently resides there. (Testimony of Mr. [REDACTED]).
2. The disputed bills are dated February 7, 2024, for the period of January 6, 2024 to February 6, 2024, in the amount of \$295.15; dated March 7, 2024, for the period of February 7, 2024 to March 6, 2024, in the amount of \$236.34; and dated April 5, 2024, for the period of March 7, 2024 to April 4, 2024, in the amount of \$204.15. (Hearing Notice dated January 8, 2025).
3. Mr. [REDACTED] testified that his bills began to increase in July 2023 after the property was switched from estimated to actual readings. (Testimony of Mr. [REDACTED]).
4. Mr. [REDACTED] testified that he contacted D.C. Water after his July 2023 and August 2023 bills were high. (Testimony of Mr. [REDACTED]).
5. Mr. [REDACTED] testified that a D.C. Water crew visited in November 2023 and told him the meter was functioning and a leak was the cause of the high usage. (Testimony of Mr. [REDACTED]).
6. Mr. [REDACTED] testified that he hired a plumber who identified and repaired the toilet leaks. (Testimony of Mr. [REDACTED]).
7. Mr. [REDACTED] testified that the bills returned to normal after the repairs and D.C. Water's meter replacement. (Testimony of Mr. [REDACTED]).
8. Mr. [REDACTED] testified that he only intended to dispute the bills from July 2023 to November 2023. (Testimony of Mr. [REDACTED]).
9. On November 2, 2023, D.C. Water found registration on the meter but were unable to complete an underground inspection since the property owner was absent. (Testimony of Ms. Robinson).
10. On December 5, 2023, D.C. Water found registration on the meter and requested a curb stop at the property line. (Testimony of Ms. Robinson).
11. On February 23, 2024, D.C. Water determined that the leak was not in public space. (Testimony of Ms. Robinson).
12. D.C. Water asserted that CUNA alerts were issued to the customer on February 21, 2024, and February 22, 2024. (Testimony of Ms. Robinson).



13. On March 29, 2024, D.C. Water determined an adjustment was not warranted to the disputed bill dated March 7, 2024, under DC Municipal Regulation 407.4, which states that if, pursuant to section 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. (Testimony of Ms. Robinson).
14. D.C. Water asserted that the customer's plumber's report dated April 1, 2024, was received on April 2, 2024. (Testimony of Ms. Robinson).
15. D.C. Water asserted that the customer's plumber's report states that on March 21, 2024, Aspen Hill Plumbing cleared stoppage from a tub drain line, reset a toilet, supplied and installed four replacement toilet flappers and two replacement fill valves, and installed a replacement supply line for a levy faucet. (Testimony of Ms. Robinson).
16. D.C. Water asserted that usage declined after the repairs were made. (Testimony of Ms. Robinson).
17. On June 25, 2024, D.C. Water determined an adjustment was not warranted to the disputed bills dated February 7, 2024, and April 5, 2024, under DC Municipal Regulation 406.2, which states 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 attributable to those leaks. (Testimony of Ms. Robinson).
18. D.C. Water asserted that the meter was replaced on February 4, 2025. (Testimony of Ms. Robinson).
19. D.C. Water asserted that the meter was also replaced in 2023 due to its age before the disputed billing period. (Testimony of Ms. Arrington).
20. D.C. Water asserted that the meter was not pulled for testing because the high usage was due to an issue inside the property. (Testimony of Ms. Arrington).
21. D.C. Water asserted that Mr. [REDACTED] first made contact about the bills on September 26, 2023, and was advised to hire a plumber and do a dye test. (Testimony of Ms. Robinson).
22. D.C. Water asserted that they received Mr. [REDACTED]'s written dispute on September 28, 2023. (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 D.C. Water is incorrect. (21 DCMR 420.7 and 420.8).
2. D.C. 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.

### 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.

This case involves disputed bills for February, March, and April 2024, though Mr. [REDACTED] testified that his primary concern was with bills from July through November 2023, which are not part of this dispute. The customer noticed higher than normal bills beginning in July 2023, which coincided with D.C. Water's transition from estimated to actual meter readings at his property. The customer suggests that his high bills may have been caused by a combination of toilet leaks in his home and possible issues with the water meter.

D.C. Water investigated the customer's claims. In November and December 2023, D.C. Water visited the property and found that the meter was registering usage. On February 23, 2024, D.C. Water determined that the leak was not in public space, suggesting it was the homeowner's responsibility. This conclusion is supported by the plumber's report dated April 1, 2024, which documented that on March 21, 2024, the plumber cleared a tub drain line, reset a toilet, installed four replacement toilet flappers and two replacement fill valves, and replaced a supply line. Both parties agree that after these repairs were completed, the water usage at the property returned to normal levels.

Under DC Municipal Regulation 406.1 and 406.2, the repair of leaking faucets, household fixtures, and similar leaks are the responsibility of the owner or occupant. When an investigation discloses such leaks, no adjustment will be made to the bill for any portion of the excessive consumption attributable to those leaks. The evidence in this case shows that the excess usage was caused by leaking toilets and fixtures within the property since it stopped after the fixtures were repaired. Toilets and other household fixtures are the homeowner's responsibility to maintain and repair.

The customer also suggested that D.C. Water was partially responsible due to delays in investigating and addressing his concerns. However, the record shows that D.C. Water responded to the customer's initial contact on September 26, 2023 by advising him to hire a plumber to check for leaks. D.C. Water conducted on-site inspections in November and December 2023, and by February 2024 had determined the leak was not in public space. The customer did not hire a plumber to make repairs until March 2024, and D.C. Water did not receive documentation of those repairs until April 2024. Given this timeline, I find no undue delay on the part of D.C. Water in investigating or responding to the customer's concerns.

Furthermore, the customer acknowledged during the hearing that he was "not saying that D.C. Water solely caused this problem" and that he had "unknowingly" contributed to the high usage. The customer admitted that as a new homeowner, he was still learning about property maintenance, and once aware of the internal leaks, he promptly addressed them. Although I am sensitive to the customer's unfamiliarity with the responsibility of new ownership, it does not justify an adjustment under the municipal regulations.

With respect to the meter, D.C. Water testified that the meter was replaced in 2023 as part of their automated meter infrastructure replacement project for aging meters, and the disputed bills were based on readings from the new meter. D.C. Water did not test the meter because they determined the high usage was due to leaks inside the property. Since the customer's usage returned to normal after the plumbing repairs were made, there is no evidence to suggest that the meter was malfunctioning.

For the reasons discussed, the determination of D.C. Water that the charges are valid and no basis exists to adjust the customer's account under DC Municipal Regulation 406.2 is hereby **AFFIRMED**.



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Carolyn Elefant, Hearing Officer

Date: April 16, 2025

██████████  
c/o ██████████  
██████ Beech St NW  
Washington, DC 20015

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

IN RE: Kevin Brandes  
2121 Ward Place, NW  
Washington D.C. 20037

Account No. [REDACTED]

Case No. 25-14035

Amount in Dispute: \$9452.97

Billing Date: August 26, 2024 and September 26, 2024

**ORDER**

This matter comes before the Hearing Officer upon a Motion to Dismiss Administrative Hearing Petition by the District of Columbia Water and Sewer Authority (D.C. Water). The Hearing Officer has reviewed the Motion and exhibits attached thereto, including the Bill Investigation Report, Administrative Hearing Petition, and disputed bills. Based upon the foregoing, the motion to dismiss the petition as untimely is granted.

**Factual Background**

The disputed bills are dated August 26, 2024 and September 26, 2024 totaling \$9,452.97. On October 16, 2024, D.C. Water sent the Petitioner a Bill Investigation Report (BIR) following an investigation into the customer's disputes dated September 9, 2024 and October 4, 2024. Motion Ex. 1. The BIR stated that "This decision may be appealed by filing a petition for an administrative hearing within fifteen (15) calendar days of this notice." Id.

The fifteen-day deadline for filing a petition for an administrative hearing was October 31, 2024. The customer did not file an Administrative Hearing Petition until January 9, 2025, more than two months after the deadline. Motion Ex. 2.

On April 28, 2025, D.C. Water filed a motion to dismiss the Administrative Hearing Petition challenging the bills as untimely. The customer did not file a response.

**Legal Analysis**

D.C. Water argues that all challenges to the General Manager's decision must be made within fifteen calendar days of the date of the decision. The fifteen-day deadline for



filing a petition for an administrative hearing was October 31, 2024. Because the customer filed his petition on January 9, 2025, more than two months after the deadline, D.C. Water asserts that the petition is untimely and should be dismissed.

Under 21 DCMR 409.2, "[a]n owner or occupant may appeal the General Manager's decision by filing a petition for an administrative hearing within fifteen (15) calendar days of the date of the decision." The regulation is clear that petitions must be filed within fifteen calendar days.

The BIR was issued on October 16, 2024, making the petition deadline October 31, 2024. The customer did not file his petition until January 9, 2025, well beyond the fifteen-day deadline established in 21 DCMR 409.2. Because the customer filed his petition beyond the deadline set by the regulations, the challenge is untimely and will be dismissed.

Accordingly, for the foregoing reasons, D.C. Water's Motion to Dismiss the Administrative Hearing Petition challenging the August 26, 2024 and September 26, 2024 bills is GRANTED.



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Carolyn Elephant, Hearing Officer

Date: May 23, 2025

Kevin Brandes  
2121 Ward Place, NW  
Washington D.C. 20037

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

**IN RE:**

██████████  
██████████ Emerson St NW  
Washington, DC 20011

Account No. ██████████

Case No. 24-241925

Total Amount in Dispute: \$170.02

Before Carolyn Elefant, Hearing Officer  
April 22, 2025

The customer contested a water bill for the property at ██████████ Emerson St NW, Washington D.C. The disputed bill is dated January 17, 2024, for the period of December 16, 2023 to January 17, 2024, in the amount of \$170.02.

The D.C. Water and Sewer Authority (D.C. Water) investigated and determined that no adjustment to the bills were warranted. The customer requested an administrative hearing.

The matter came before the Hearing Officer on April 22, 2025, for a remote hearing. Present for the hearing were Sohani Khan, an attorney at the Office of the People's Counsel (OPC) representing the customer, Sheila Ruffin with the OPC, and Kristen Gibson who appeared on behalf of D.C. Water.

Ms. Kahn explained that the customer, ██████████, was enrolled in automatic payments for D.C. Water and was charged over \$500 to her account in November 2023. She added that this incident was the trigger for the ongoing hearing. Ms. Kahn stated that D.C. Water informed Ms. ██████████ that the November 2023 bill covered a 59-day period and included the October 2023 usage, for which she did not receive a bill at the time. Ms. Kahn noted that even considering that the bill was for a total of 59 days, the amount was significantly higher than Ms. ██████████'s average water bill, approximately \$50 prior to the disputed billing period. She acknowledged that a rate increase went into effect during this time, but reiterated that the \$500 amount exceeded what a rate increase would account for. Ms. Kahn concluded that since Ms. ██████████ did not receive her October 2023 bill, she was unable to discern that the \$500 charge in her account was higher than usual until the 20-day dispute deadline had passed.

Ms. Kahn testified that the ongoing hearing concerned Ms. ██████████'s subsequent January 2024 bill in the amount of \$170.02, which was still higher than her usual bill. She stated that Ms. ██████████ had a plumber inspect the property and no leaks were identified. Ms. Kahn added that she did not have access to the plumber's report. She noted that, per D.C. Water's call records, Ms. ██████████ requested an investigation from D.C. Water to determine the source of the leak. Ms. Kahn stated that it was her understanding that D.C. Water never sent an inspector to the property to investigate and only completed a remote test on the meter to examine meter accuracy.

Ms. Kahn argued that her client is entitled to a proper investigation and an investigation report that Ms. ██████████ can then appeal. She asserted that the investigation report submitted by D.C.

Water did not detail any investigation results because the only work conducted was the meter accuracy test. Ms. Kahn testified that the basis for her legal argument is District Municipal Regulation 407.2, which states that the General Manager shall investigate the cause and location when notified of the possibility of leaks. 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 the control of the occupant. Ms. Kahn stated that this was never done.

Ms. Kahn testified that her client made all reasonable efforts to comply with the repair requirements, including engaging licensed plumbers as required under District Municipal Regulation 407.5, Subsection C. She quoted lines 44 and 45 from page 16 of the Interaction Records, where a D.C. Water billing representative told her client: “While we are unable to determine what may be causing the high usage, however, this type of usage typically comes from toilet leak(s) or outside hose bibs that go undetected”. She then turned to page 19 and noted documentation of a D.C. Water representative informing Ms. [REDACTED] that the situation indicated a controlled leak. Ms. Kahn concluded that it was unclear as to why D.C. Water did not conduct an inspection.

Ms. Gibson acknowledged that Ms. Kahn did not have a copy of the plumber’s report but asked if she knew when the plumber visited the property. Ms. Kahn replied that she did not, adding that she did know that the visit took place after November 2023.

Ms. Gibson testified that D.C. Water’s position is that no adjustment is warranted. She explained that the charges in question were billed based on actual meter readings. Ms. Gibson stated that the meter that serves the property was removed on October 17, 2024, and tested on November 18, 2024, for accuracy. Ms. Gibson reported that the meter demonstrated an overall accuracy of 100.68%, within the testing standards set by the American Water Works Association. As stipulated by the American Water Works guidelines, a meter reading within the range of 98.50% to 101.50% is considered a passing result.

Ms. Gibson stated that D.C. Water determined that an underground investigation was deemed unwarranted as the AMRs (Automated Meter Readings) confirmed that the usage was controlled at the property. She added that the DCU (Data Collection Unit) readings in the case files also indicated that the usage was controlled. Ms. Gibson outlined that D.C. Water’s investigation closed on March 13, 2024. Ms. Gibson 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. Gibson referred to Ms. Kahn’s statement regarding the earlier higher bills that D.C. Water did not investigate. She explained that, because the dispute was untimely, D.C. Water did not conduct an investigation for that time period. Ms. Gibson added that D.C. Water submitted a motion to dismiss the untimely dispute for those prior bills, and a motion to dismiss was granted on September 27, 2024, for the \$500 bill. She stated that D.C. Water thus only proceeded with an investigation for the period of the January 17, 2024, disputed bill. Ms. Gibson noted that this period was registered with a meter accuracy test, which determined that the bill amount of \$170.02

appeared to be in line with current usage. She added that, according to the billed reads, this usage was maintained after the meter was changed. Ms. Gibson concluded that no adjustment was warranted.

Ms. Kahn asked D.C. Water to clarify why an investigator was not sent out to the property, given that D.C. Water's call records indicated that a representative was unsure if the issue was an undisclosed leak. She noted that none of the rules in the DCMR state that an investigator is not required in the type of situation under discussion.

Ms. Gibson responded that according to D.C. Water's automatic meter infrastructure readings, the usage was controlled at the property or was not continuous for the particular data in January 2024. Therefore, D.C. Water did not send an investigator out for that billing period.

Ms. Kahn noted the usage may not have been continuous in January 2024, but queried whether D.C. Water could acknowledge that there were higher than normal meter readings in October 2023 and November 2023. Ms. Gibson confirmed that there were.

Ms. Kahn questioned why the continuous high usage before December 2023 was not taken under consideration for the January 2024 bill even if the November 2023 bill was not currently under dispute. She added that this high usage was relevant since it was ongoing. Ms. Gibson stated that the dispute for that period was untimely, so there was no ongoing dispute or investigation for that time.

Ms. Kahn agreed that the dispute for the November 2023 bill, according to the laws, was untimely. She asked how her client was supposed to dispute the October 2023 bill within 20 days if it was never received and instead lumped together with the November 2023 bill. Ms. Kahn stated that the call records note that a D.C. Water representative explained that the October 2023 and November 2023 bills were lumped together into a 59-day billing period. She added that she was aware that this was a practice D.C. Water sometimes undertook. She testified that Ms. [REDACTED] did not receive the October 2023 bill separately and therefore could not have disputed said bill within the 20-day dispute deadline.

Ms. Gibson outlined that, generally, if the bill was lumped together, Ms. [REDACTED] would have had time to dispute it within 20 days of the send-out date of the actual bill. She added that she did not want to fully discuss the untimely bills because D.C. Water's motion to dismiss was granted. She stated that she did not conduct a full investigation on that period due to this granted motion. Ms. Gibson concluded that she did not have all the relevant facts for that billing period ready to present because they were not a part of the ongoing hearing for the disputed billing period.

Ms. Kahn stated that she believed her client was prejudiced in this case. She asserted that D.C. Water was relying on the technical rule that customers only have 20 days to dispute a bill. Ms. Kahn testified that the Interaction Records submitted into evidence contain an explanation given by a D.C. Water representative for the extended billing period including October 2023 and November 2023. Ms. Kahn stated that even if her client missed the 20-day deadline to dispute the November 2023 bill, which included the October 2023 bill, Ms. [REDACTED] should have been able to dispute the October 2023 bill because no separate bill was issued.



Ms. Kahn testified that even if those two amounts were not considered under dispute, they affected the ongoing hearing. She explained that if her client was able to dispute the October 2023 and November 2023 amounts, she could have shown a pattern of high usage. Ms. Kahn noted that this would have entitled her client to a proper investigation of her property to rule out whether there was a leak on the public or private side. She added that her client was entitled to this due diligence.

Ms. Kahn stated her client was not able to be present at the ongoing hearing. She asserted, however, that Ms. [REDACTED] had indicated to her that she was not on the property during the disputed January 2024 billing period and would have testified as to this statement if present. Ms. Kahn concluded that the amount of \$170.02 was thus in fact higher than the customer's normal usage.

Ms. Gibson noted that the subsequent bill was calculated with the same meter. She explained that if there had been a public leak, it would have still been present at the time D.C. Water investigated the charges with the AMI (Automatic Meter Infrastructure) readings. Ms. Gibson added that no underground leak was present. Ms. Gibson asserted that underground leaks do not correct themselves, so any leak present at the time of prior bills would have still been present at the time of the January 17, 2024, bill. She stated that she found no evidence of this during her investigation and thus no adjustment was warranted.

Ms. Gibson testified that D.C. Water did not receive any plumber's report at any time. She stated that there was plenty of time for the customer to submit any additional evidence if there were still concerns, but D.C. Water did not receive any other information.

Ms. Gibson reported that D.C. Water sent five HUNA (High Use Notification Application) alerts, three of which were successfully sent out to the phone number on file. She then read out the phone number. Ms. Gibson stated that the customer was thus given information during the high usage alert periods that something was happening at the property. She noted that D.C. Water did not receive a response from Ms. [REDACTED] regarding any high usage until after the payments were deducted. Ms. Gibson concluded that the high usage period was disputed as untimely and a motion to dismiss was granted.

The Hearing Officer requested that Ms. Kahn submit a statement within seven days as either Ms. Kahn's representation that her client had authorized Ms. Kahn to proceed in her absence or that Ms. [REDACTED] did not intend to appeal. Ms. Gibson provided the email address for D.C. Water Administrative Hearings.

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 disputed bill is dated January 17, 2024, for the period of December 16, 2023 to January 17, 2024, in the amount of \$170.02. (Hearing Notice dated March 27, 2025).
2. The average water bill was approximately \$50 prior to the disputed bill. (Testimony of Ms. Kahn).
3. Ms. Kahn testified that her client was billed for an extended period of 59 days between October 2023 and November 2023. (Testimony of Ms. Kahn).
4. Ms. Kahn testified that this extended bill was in the amount of over \$500, higher than the typical amount. (Testimony of Ms. Kahn).
5. Ms. Kahn testified that her client was unable to determine that this amount was unusually high before the dispute deadline because two billing periods were grouped together. (Testimony of Ms. Kahn).
6. Ms. Kahn testified that her client's January 2024 bill was higher than her usual bill. (Testimony of Ms. Kahn).
7. Ms. Kahn testified that her client had a plumber inspect the property sometime after November 2023 and no leaks were identified. (Testimony of Ms. Kahn).
8. Ms. Kahn testified that she did not have access to a plumber's report. (Testimony of Ms. Kahn).
9. Ms. Kahn testified that her client requested D.C. Water investigate the source of the leak, but an inspector was never sent to the property. (Testimony of Ms. Kahn).
10. Ms. Kahn testified that D.C. Water only conducted a meter accuracy test. (Testimony of Ms. Kahn).
11. Ms. Kahn testified that the basis for her legal argument is District Municipal Regulation 407.2, which states that the General Manager shall investigate the cause and location when notified of the possibility of leaks. (Testimony of Ms. Kahn).
12. Ms. Kahn testified that her client complied with repair requirements, including engaging licensed plumbers as required under District Municipal Regulation 407.5, Subsection C. (Testimony of Ms. Kahn).
13. Ms. Kahn testified that D.C. Water should have completed an investigation on the basis that their representatives suspected a leak at the property. (Testimony of Ms. Kahn).
14. Ms. Kahn testified that her client was not at the property during the January 2024 billing period. (Testimony of Ms. Kahn).
15. D.C. Water removed the meter on October 17, 2024, and tested it on November 18, 2024, demonstrating an overall accuracy of 100.68%. (Testimony of Ms. Gibson, Interaction Records).
16. D.C. Water's investigation found that the usage was controlled at the property and there was no continuous usage, ruling out the possibility of an underground leak. (Testimony of Ms. Gibson).
17. On March 13, 2024, D.C. Water determined an adjustment was not warranted 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. (Testimony of Ms. Gibson).
18. D.C. Water asserted that the dispute for the November 2023 bill was untimely, and a motion to dismiss was granted on September 27, 2024. (Testimony of Ms. Gibson).

19. D.C. Water asserted that no investigation for the November 2023 bill took place because it was deemed untimely. (Testimony of Ms. Gibson).
20. D.C. Water asserted that the investigation for the January 2024 bill proceeded with a meter accuracy test, which determined that the usage was controlled at the property and the bill amount aligned with current usage. (Testimony of Ms. Gibson).
21. D.C. Water asserted that the property's bills have maintained the same usage since the meter was changed. (Testimony of Ms. Gibson).
22. D.C. Water asserted that there was high usage in October 2023 and November 2023. (Testimony of Ms. Gibson).
23. Ms. Kahn testified that her client was unable to timely dispute the October 2023 billing period because a separate bill was not received. (Testimony of Ms. Kahn).
24. D.C. Water asserted that the deadline for bill disputes is calculated with the date of the actual bill sent out. (Testimony of Ms. Gibson).
25. D.C. Water asserted that five HUNA alerts were issued to the customer during the period of high usage, three successfully to the phone number on record. (Testimony of Ms. Gibson).
26. D.C. Water asserted that Ms. [REDACTED] did not establish contact with D.C. Water until after the payments were deducted. (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 D.C. Water is incorrect. (21 DCMR 420.7 and 420.8).
2. D.C. 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.")

## **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.

### **Untimely Bill Disputes**

Before reaching the merits, I must address the customer's argument that D.C. Water failed to conduct a proper investigation because it did not consider the high usage from October and November 2023. The customer's representative argued that Ms. [REDACTED] was prejudiced because she could not dispute the October 2023 bill within the 20-day deadline since no separate bill was issued for that period.

Under 21 DCMR 402.2(a), challenges to a bill made more than twenty days after the bill date are untimely. The November 2023 bill dated November 21, 2023, covered an extended 59-day period including both October and November usage. Ms. [REDACTED] had twenty days from November 21, 2023, to dispute this bill, but did not file her dispute until December 20, 2023, nearly a month after the deadline expired. A hearing officer previously granted D.C. Water's motion to dismiss the challenge to the November 2023 bill on September 27, 2024, finding the dispute untimely.

While I understand the customer's frustration that the October usage was combined with November's bill, the regulations are clear that the dispute deadline runs from the actual bill date, not from when the customer becomes aware of unusual charges. The extended billing period does not extend the 20-day deadline, and customers remain responsible for monitoring their accounts and disputing bills within the prescribed timeframe.

### **D.C. Water's Investigation Complied with Regulatory Requirements**

As to the timely bill dispute, I find that D.C. Water's investigation of the January 2024 bill was appropriate and satisfied its obligations under 21 DCMR 403. The utility conducted a meter accuracy test, finding the meter operated at 100.68% accuracy, well within the American Water Works Association standards of 98.50% to 101.50%. D.C. Water also analyzed automated meter readings which showed that usage was controlled at the property and was not continuous, ruling out an underground leak on the public side.

The customer's representative argued that D.C. Water should have conducted a physical inspection under 21 DCMR 407.2, which requires the General Manager to investigate when notified of possible leaks. However, this regulation applies when there is an indication of "a leak in an underground service pipe." Here, the record shows that D.C. Water's automated meter infrastructure readings demonstrated that usage was controlled at the property and not continuous. As Ms. Gibson testified, underground leaks do not resolve themselves, and any leak present during the prior high usage periods would have continued through January 2024. The fact that usage was not continuous during the January billing period indicated the source was controlled at the property, not an underground infrastructure issue triggering D.C. Water's obligation to investigate.

### Denial of Adjustment is Correct

Under 21 DCMR 408.1, when all checks and tests result in inconclusive findings that provide no reasonable explanation for excessive consumption, no adjustment shall be made to the bill. Here, D.C. Water's investigation could not determine the specific cause of the January 2024 usage, and the customer, despite claiming to have hired a plumber, provided no plumber's report or other evidence identifying the source of the usage or demonstrating that D.C. Water's meter readings were inaccurate.

The customer's representative argued that Ms. [REDACTED] was not present at the property during January 2024 and therefore, could not have been responsible for the excess usage. But the evidence showed that the meter registered actual usage during this period. The customer remains responsible for all water passing through the meter regardless of occupancy status.

For the reasons discussed, the determination of D.C. Water that no basis exists to adjust the customer's account due to inconclusive findings is hereby AFFIRMED.



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Carolyn Elefant, Hearing Officer

Date: May 23, 2025

[REDACTED]  
[REDACTED] Emerson St NW  
Washington, DC 20011



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

**IN RE:** [REDACTED]  
[REDACTED] 45th St NW  
Washington, DC 20007

Account No. [REDACTED]  
Case Nos. 24-370899  
25-65861

Total Amount in Dispute: \$744.64

Before Carolyn Elefant, Hearing Officer  
April 23, 2025

The customer contested two water bills for the property at [REDACTED] 45th St NW, Washington D.C. alleging incorrect calculation of the impervious area charges. (IAC). The disputed bills are dated March 15, 2024, for the period of December 13, 2023 to March 12, 2024, in the amount of \$567.70, and dated October 11, 2024, for the period of September 13, 2024 to October 10, 2024, in the amount of \$176.94.

The D.C. Water and Sewer Authority (D.C. 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 April 23, 2025, for a remote hearing. Present for the hearing were [REDACTED], on behalf of his property, and Bonnie Milton and Kimberley Arrington who appeared on behalf of D.C. Water.

The property involved is a one-story house that shares a driveway and a garage with the neighboring property.

Mr. [REDACTED] stated that the issue at hand was that the impervious surface area of his property was incorrectly assessed in 2023, resulting in all subsequent bills being improperly calculated. He asserted that he believed that all those bills were disputed. He added that he referenced his initial case each time he disputed a new bill, but he was unsure if this was sufficient for D.C. Water's system. Mr. [REDACTED] concluded that this was ultimately irrelevant, as once the impervious area was recalculated, the previous bills would either be credited or revised.

Ms. Arrington testified that disputes are not continuous and stated that D.C. Water informed Mr. [REDACTED] that each bill must be disputed independently. She explained that she had on file that one of the disputes was filed untimely, and in both that case and another, the required administrative hearing petitions were not submitted. She clarified that D.C. Water was present at the ongoing hearing to discuss the actual cases for which Mr. [REDACTED] submitted petitions.

The Hearing Officer asked whether Mr. [REDACTED] was informed of the untimely disputes and if he received a letter advising him to seek review of the decision of untimeliness. Ms. Arrington replied that the customer received a pre-investigation letter regarding the dispute

submitted for the bill dated January 15, 2025. She noted that D.C. Water did not receive the administrative hearing petition back for that bill. Ms. Arrington explained that while multiple bills were disputed, D.C. Water only received administrative hearing petitions for the two disputed billing periods. She added that Mr. [REDACTED] was advised and the bill investigation report outlined that disputes are not treated as continuous and must be filed separately for each bill.

The Hearing Officer inquired whether the bills that were not challenged were considered final. She questioned whether, if she later deemed an adjustment for the impervious area charges necessary, that adjustment would not apply retroactively to any undisputed bills. Ms. Arrington confirmed that this was correct. The Hearing Officer informed Mr. [REDACTED] that if he was challenging D.C. Water's position on this point, she could address it in her decision.

Mr. [REDACTED] explained that the hearing was originally scheduled for the previous year but had been postponed multiple times. He stated that he attempted to stay current in disputing each bill but was unaware that he also needed to file a separate administrative review request for each one. He noted that he was searching his inbox to locate the email he received indicating that the hearing would be held before the end of the prior year, adding that there was a significant amount of email correspondence related to the property's case.

Ms. Arrington responded that while there were many emails involving the property, Mr. [REDACTED] was advised that he needed to dispute each bill. Mr. [REDACTED] replied that he was aware that he had to dispute each bill, but did not realize he had to then request an administrative hearing for each bill.

Ms. Arrington explained that the outcome of each bill dispute must be challenged individually because a customer may choose to dispute a bill but then agree with D.C. Water's decision and not request an administrative hearing. She outlined that a separate administrative hearing petition must be submitted for each disputed bill for that reason.

Mr. [REDACTED] argued that the dispute over the impervious area had clearly continued throughout the past year and a half. Ms. Arrington objected that D.C. Water received neither disputes nor administrative hearing requests for each bill. Mr. [REDACTED] replied that he had submitted disputes for every bill, although he acknowledged that he may not have submitted an administrative hearing request for each one. He explained that he believed a hearing had already been scheduled for November 2024, then rescheduled for March 2025, and subsequently for the date of the ongoing hearing, which led him to think all disputed bills would be addressed in a single proceeding. Ms. Arrington replied that for a dispute to be filed, a bill had to be issued and received.

The Hearing Officer requested that Mr. [REDACTED] submit the dates he filed the billing disputes before April 25, 2025, so she could confirm the content of any such records for review. Mr. [REDACTED] replied that he would. Ms. Arrington noted that any disputes not included as individual files in the document packet could be found in the interaction records. She stated that any additional documents could be sent to the Administrative Hearings email address.

Mr. [REDACTED] stated that his understanding was that D.C. Water originally assessed the impervious area of the property via an aerial photograph. He explained that while the property has

a shared driveway and garage, D.C. Water included the entire driveway on his property when assessing the impervious area. Mr. [REDACTED] stated that in response, he sent D.C. Water a 2005 plat map from a registered surveyor showing the correct property lines. He noted that the day before the ongoing hearing, April 22, 2025, D.C. Water sent him paperwork using the plat he provided but the impervious assessment was still incorrect.

Mr. [REDACTED] shared the April 22, 2025, map he received from D.C. Water on his screen. He highlighted the smaller blue segment attached to the house, noting that while it was marked as part of the home, the house ends at the line labeled 44.7. He added that the orange walkway labeled "WALK" does not exist.

Mr. [REDACTED] calculated the attached blue segment as 7 feet by 44.7 feet, or approximately 310 square feet. He stated that he was unsure how the dimensions of the walkway were determined by D.C. Water but estimated it at roughly 4 feet by 15 feet, or 60 square feet. Mr. [REDACTED] asserted that D.C. Water's calculation of 3,200 square feet should thus be reduced by 370 square feet. He added that this number aligned with the calculation he submitted when he began his dispute in 2024.

Mr. [REDACTED] explained that the red section of the map indicated the property's side of the shared driveway. He stated that the entire driveway is six feet wide, with three feet on each property. He added that it leads to a shared two-car garage, with the portion of the garage on his property's side indicated in blue.

Mr. [REDACTED] provided a photo of the exterior side of the house where the plat marked the house extension, noting that the distance from the wall to the property line is approximately seven feet.

Mr. [REDACTED] then shared the plat on file at the DC Office of the Surveyor, the same plat he submitted to D.C. Water in 2024. He stated that he believed that D.C. Water used this plat for their assessment. Mr. [REDACTED] testified that this survey was conducted in 2005 when he purchased the property and that he has since made changes that decreased the footprint of the house.

Mr. [REDACTED] presented a 2021 wall test report from the DC Office of the Surveyor for a renovation that removed a second-story addition from the house. He clarified that this renovation did not change the footprint of the house. He added that the wall test report was also sent to D.C. Water in 2024.

Mr. [REDACTED] stated that both the 2005 and 2021 plats showed that the walls could not change because the setbacks remained the same. He explained that the footprint of the house in the 2021 plat is 1,740 square feet, slightly smaller than it was in the 2005 plat. He added that the driveway remained the same but was not shown on the plat.

Mr. [REDACTED] concluded that D.C. Water was basing their calculation of the charges based on an inaccurate representation of the property. He noted that D.C. Water showed the house going all the way to the property line, as opposed to seven feet from the property line. He referred to his photo, taken April 22, 2025, indicating that the house does not go to the property line.

Ms. Milton stated that the 2005 plat map submitted to D.C. Water was input into their geographic information system (GIS). She explained that even with the information shared in the plat, the equivalent residential unit (ERU) value did not change. She testified that D.C. Water billed for whatever was in Mr. [REDACTED]'s square and lot.

The Hearing Officer asked whether Ms. Milton was stating that, regardless of whether the seven-foot-wide portion was removed, the charges would remain the same because they are based on the total lot size. Ms. Milton replied that the charges are based on the impervious area contained within the lot.

Ms. Milton acknowledged that Mr. [REDACTED] mentioned that the walkway did not exist but asserted that the walkway was present in the 2005 plat. She stated that the system used aerial imagery for their initial calculation of the ERU value.

Ms. Milton testified that while she did not know the specifics of the system's formula for making its determination, D.C. Water uses a process called geo-referencing to assess impervious areas. She explained that this involves outlining all impervious surfaces within the lot, including the garage, driveway, walkway, rooftop, and any other impervious surfaces such as a pool. Once these areas are identified, the system calculates the total square footage and determines the corresponding impervious area charges based on those surfaces.

Mr. [REDACTED] stated that the square footage calculations only require computing length times width. He suggested that the issue stemmed from D.C. Water's computer program misreading the plot and incorrectly designating an area not part of the building as impervious. He noted that the dimensions of the extra segment were simple to determine, 44.7 feet times 7 feet. Mr. [REDACTED] testified that based on D.C. Water's calculation of 3,200 square feet, subtracting the extra 310 square feet would result in a building area of 2,900 square feet. He contended that the correct total should be even less, but asserted that the 310 square feet was, at a minimum, incontrovertible.

Ms. Milton reported that Mr. [REDACTED] submitted a copy of D.C. Water's billing determinant with marks indicating what he believed to not be part of the impervious area. She noted that the initial plat made it appear as though the segment in question was not part of the house. She outlined, however, that the billing determinant, which included an aerial photo of the property overlaid with the calculated impervious area in blue, did not show the extra segment under discussion. She added that the space between the wall of the house and the lot line was depicted.

Ms. Arrington shared the billing determinant of the property from 2024 with Mr. [REDACTED]'s markings. Ms. Milton reported that D.C. Water did not bill for any impervious area outside of the property's square and lot as defined by the black line outlining the property. She stated that Mr. [REDACTED]'s question concerned whether the driveway and the garage were being improperly billed. She noted that the black line clearly indicated that the portions of both structures that fell outside the property boundary were not included in the billing. She added that while the entire garage was marked in blue, only the portion within the black line was used to calculate the impervious area.

Mr. [REDACTED] confirmed that the image shown was the original evidence D.C. Water used to support their calculation, taken while the house was being remodeled. He explained that the square marked with an orange dot at the front of the property was a dumpster and the smaller blue square in the backyard was a tarp used to cover refuse.

Mr. [REDACTED] testified that D.C. Water's initial assessment incorrectly assumed that the entire driveway and garage were located on his property. He stated that after he disputed this, D.C. Water agreed and revised the assessment based on the 2005 plat. He clarified that D.C. Water's new assessment incorrectly added the area on the left-hand side of the house reaching to the property line as an impervious area.

Mr. [REDACTED] asserted that the original billing determinant was irrelevant as D.C. Water no longer contended that the entire driveway was on the property, the initial reason he disputed the impervious area assessment. Ms. Milton replied that the billing determinant was relevant because it showed that only half of the driveway and half of the garage were marked within his lot line, which D.C. Water billed accordingly. She reported that the property was previously assessed at 3.8 ERU and is currently assessed at 3.8 ERU.

Mr. [REDACTED] replied that the black lot line in the aerial photograph did not run through the middle of the driveway. He added that the billing determinant calculated the driveway at 1,241 square feet. Ms. Milton replied that the billing determinant showed the same area as D.C. Water's plat. Mr. [REDACTED] responded that it did not, as the new plat had fixed the driveway boundary.

Ms. Milton explained that when D.C. Water used the 2005 plat showing the plot line running down the middle of the driveway, it did not result in a change to the ERU value. She stated that they used the materials provided and input them into their GIS system to evaluate whether the assessment was accurate, and the resulting calculation remained the same when based on the 2005 plat map.

Mr. [REDACTED] testified that based on his calculations, the impervious area of the property came out to 2,800 square feet. He recalled receiving a more recent aerial photograph from D.C. Water where the system again placed the entire driveway within his property.

Mr. [REDACTED] stated that, aside from D.C. Water's most recent calculation, removing the extra area between the house and the property line would lower the square footage to below 3,000. He added that it was his understanding that the ERU value changes when the square footage of the property moves below 3,100. He explained that D.C. Water's original calculation determined that the impervious area was 3,400 square feet and their reassessment lowered this to 3,200 square feet, so the ERU value did not change. He concluded that the aerial photograph marked the driveway incorrectly and included irrelevant objects such as a dumpster.

Ms. Milton reported that the new area calculation based on the plat map resulted in a 3.8 ERU value. Mr. [REDACTED] pointed out that this plat map included a box listing the total impervious area as 3,200 square feet. Ms. Milton stated that the impervious area charges are based on tiers. Properties with 2,100 to 3,099 square feet of impervious surface are billed at 2.4 ERU, and those



with 3,100 to 7,099 square feet are billed at 3.8 ERU. She added that even if the assessed impervious area were reduced to 3,200 square feet it would still fall within the same tier.

Mr. [REDACTED] replied that he understood the tiers and was asserting that the calculation of 3,200 square feet was incorrect. He reiterated that the computer system was reading the 2005 plat incorrectly and adding an additional impervious area.

The Hearing Officer asked D.C. Water if this was accurate and whether the impervious area calculation would change if the 7-foot-long section was removed. Ms. Milton replied that D.C. Water would need to go back and redraw the impervious area to determine whether any adjustments would affect the billing tier.

Ms. Milton stated that she believed it would not result in a change, as the plat already appeared to exclude a narrow section between the house and the driveway that could be part of the driveway. Mr. [REDACTED] replied that this section consists of grass and is not impervious. He explained that there is mulch alongside the house, and the walkway marked in orange does not exist.

Ms. Milton outlined that D.C. Water defines an impervious area by regulation as a surface area that prevents or retards the entry of water into the ground as occurring under natural conditions, or that causes water to run off the surface in greater quantities or at an increased rate of flow relative to the flow present under natural conditions.

Ms. Milton explained that the wall test report plat Mr. [REDACTED] submitted was not used to calculate the impervious area because it did not include the driveway or garage, only the house. She clarified that D.C. Water would have needed to add in the other impervious areas. She stated that the 2005 plat was input into the GIS system and mapped the property based on the information provided.

Ms. Milton shared the original billing determinant. She pointed out that one portion of the blue marked area for the house extended to the line but noted that the rest of the far-left side was not marked up to the property line in blue. She asked if Mr. [REDACTED] was stating that this extended part of the roof was now gone.

Mr. [REDACTED] replied that he was not, clarifying that the house always ended 7 feet from the property line. He testified that D.C. Water's calculation was incorrect because the plat they generated incorrectly marked the roof as extending to the left-side property line. He added that the actual property lines were correct.

Mr. [REDACTED] suggested that the computer program used by D.C. Water to calculate the impervious area may have inaccurately extended the blue-shaded impervious area all the way to the property line. He stated that he was unsure if this was a programming error, but that the square footage of the blue area was easy to verify as all the necessary dimensions were included. He stated that the extra segment only needed to be subtracted from the total impervious area that D.C. Water calculated.

The Hearing Officer asked whether the billing determinant's calculation of the building's size at 2,231 square feet was accurate. Mr. [REDACTED] replied that it was not, and the correct number is 1,740 square feet. He stated that the building became marginally smaller during the renovation but reiterated that the total square footage of the house remained below 2,000 even when using D.C. Water's plat for calculations.

Ms. Milton testified that impervious area square footage is concluded based on what is identified in the billing determinant. She stated that the billing determinant outlines the areas considered impervious and the system calculates the square footage based on those identified features.

Mr. [REDACTED] reiterated that the aerial photograph used in the billing determinant contained inaccuracies, such as blue areas that were tarps temporarily placed in the yard during construction. He asserted that the assessment was incorrect because it included those temporary features as impervious surfaces and misidentified the boundary of the property. He concluded that the aerial photograph did not accurately reflect the current conditions of the property. The Hearing Officer noted that the aerial photograph was consistent with Mr. [REDACTED]'s claim that the house does not extend to the property line.

Mr. [REDACTED] reported that on D.C. Water's plat, the house was marked 52 feet by 37 feet, totaling 1,924 square feet. He added that these dimensions were for the blue box without subtracting cutouts and did not include the contested 7-by 44.7-foot segment.

The Hearing Officer noted that the only data available from D.C. Water's plat was the total impervious area, listed as 3,200 square feet, without separate square footage for the house alone. Mr. [REDACTED] responded that by subtracting the disputed segment, which the system incorrectly marked as impervious, the total would be reduced to approximately 2,800 square feet.

The Hearing Officer asked for clarification on the discrepancy between the billing determinant's calculation of the building's square footage as 2,200 square feet and Mr. [REDACTED]'s calculation of 1,900 square feet. Mr. [REDACTED] asserted that the billing determinant inaccurately included temporary features such as tarps and a dumpster, which inflated the impervious area.

Ms. Milton clarified that both documents distinguished between buildings and roadways using color coding, blue for buildings and pink for roadways or driveways. The square footage of anything defined in a category is grouped together. She added that the billing determinant included a legend.

The Hearing Officer asked whether the current map and the previously reviewed aerial photo were direct comparisons or generated using different software programs. Ms. Milton replied that both diagrams were produced using the same system and the difference lay in their visual presentations.

Mr. [REDACTED] disagreed that D.C. Water's plat and the aerial imagery were comparable. He stated that the aerial photograph was completely inaccurate, including a dumpster and a trap as impervious areas. He added that while the left-side property line was accurate in the photograph,

the right-side property line dividing the driveway was not. He stated that the accurate plat was the 2005 survey he submitted.

Ms. Milton stated that she was unsure how the aerial photograph was completely inaccurate. She testified that the 2005 plat was the image used by the system to generate the ERU value for the property. She explained that the bill determinant that provided the breakdown showed the same data as the GIS system.

Mr. [REDACTED] replied that the aerial photograph was incorrect in that it showed impervious structures on the property that do not exist and had the wrong property lines. He asserted that it did not accurately represent the 2005 plat, which he believed was the only one in existence and has remained unchanged during his 20 years of ownership. He clarified that D.C. Water's plat and his 2005 plat could be directly compared because D.C. Water's plat was based on the 2005 plat. He confirmed that both diagrams are otherwise based on the correct property lines and structure but asserted that the D.C. Water's plat incorrectly labeled a non-existent walkway and the contended segment as impervious.

Mr. [REDACTED] stated that correcting the error should be a straightforward process. He suggested that two lines on the 2005 plat, extending from the exterior of the left side of the house to the property line, were interpreted by the program as part of the building.

Ms. Milton stated that while the impervious area of the building was not entirely drawn to the property line in the aerial image, the program showed a portion of the roof extending to the property line. Mr. [REDACTED] denied that this was accurate. Ms. Milton replied that while there were trees on that side of the house, the roof also extended over. Mr. [REDACTED] responded that this interpretation did not align with his photograph of the house exterior showing that there is no extension to the property line.

The Hearing Officer asked for clarification on whether the impervious area charges were based on the 2005 plat map or the aerial photograph. Ms. Milton replied that while the calculation was made using the 2005 plat map, the aerial imagery appeared to show the roof extending to the property line. Mr. [REDACTED] responded that the roof could not extend to the line because regulations require a minimum setback of 7 feet from the property line.

The Hearing Officer asked how the program could incorporate aerial imagery if it was based on the plat map. Ms. Milton replied that any adjustments based on imagery would have to be made manually. She reiterated that the diagram depicted the roof reaching the lot line, adding that Mr. [REDACTED] stated that the line no longer existed. Mr. [REDACTED] replied that the left-hand wall of the house has always been seven feet away from the property line.

The Hearing Officer asked whether D.C. Water's system calculated impervious charges based solely on the plat map or if manual adjustments were made using aerial imagery. Ms. Milton responded that if a concern regarding accuracy is raised, D.C. Water reviews any relevant data sources. Ms. Milton explained that D.C. Water's first impervious area calculation was made by inputting the aerial photograph into the GIS system. She noted that once Mr. [REDACTED]'s dispute

was received, the area was recalculated with the GIS system using the 2005 plat, but the ERU value remained the same.

Mr. [REDACTED] added that while the walkway at the front of the house was previously a concrete sidewalk, as indicated by the plat, it has since been replaced with flagstones. He inquired whether the flagstones were classified as impervious surfaces, noting that each stone measured 3 feet by 3 feet and was separated by 8 inches of grass.

Ms. Milton replied that if the surface of the pavers was penetrable, D.C. Water's Green Credit Reward Program could provide a reduction. She clarified that D.C. Water would continue to treat the walkway as an impervious area.

The Hearing Officer stated that Mr. [REDACTED] could submit his calculations to the designated email address if he wished to do so. Following the hearing, D.C. Water submitted an updated calculation of the impervious surface as 3100 square feet which Mr. [REDACTED] again disputed.

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 one-story house that shares a driveway and a garage with the neighboring property. (Testimony of Mr. [REDACTED]).
2. The disputed bills are dated March 15, 2024, for the period of December 13, 2023, to March 12, 2024, in the amount of \$567.70, and dated October 11, 2024, for the period of September 13, 2024, to October 10, 2024, in the amount of \$176.94. (Hearing Notice dated April 9, 2025).
3. Mr. [REDACTED] testified that he disputed each bill from the time of the 2023 assessment but did not submit an administrative hearing petition for each one. (Testimony of Mr. [REDACTED]).
4. D.C. Water asserted that the customer was informed that each bill had to be disputed and each dispute petitioned. (Testimony of Ms. Milton).
5. D.C. Water asserted that the customer received a pre-investigation letter for the dispute submitted for the January 2025 bill. (Testimony of Ms. Milton).
6. D.C. Water asserted that no administrative hearing petition was submitted for the January 2025 bill. (Testimony of Ms. Milton).
7. Mr. [REDACTED] testified that D.C. Water erroneously included a 7 by 44.7 ft segment as an impervious area in their plat based on the 2005 plat. (Testimony of Mr. [REDACTED]).
8. Mr. [REDACTED] testified that D.C. Water's plat included a concrete walkway that was now replaced with flagstones. (Testimony of Mr. [REDACTED]).
9. Mr. [REDACTED] testified that a photo of the left exterior wall showed that the house is 7 ft from the property line. (Testimony of Mr. [REDACTED]).
10. Mr. [REDACTED] testified that the 2005 plat and a 2021 wall report both indicated that the leftmost wall of the house is 7 ft from the property's lot line. (Testimony of Mr. [REDACTED]).
11. Mr. [REDACTED] testified that D.C. Water's plat showed the house going to the property line, not seven feet from the property line. (Testimony of Mr. [REDACTED]).

12. D.C. Water asserted that the GIS used to calculate impervious areas uses georeferencing to identify impervious areas, calculate square footage, and generate the ERU. (Testimony of Ms. Milton).
13. Mr. [REDACTED] testified that subtracting the extra 310 sq. ft from D.C. Water's calculated 3,200 sq. ft would result in 2,900 sq. ft, lowering his ERU. (Testimony of Mr. [REDACTED]).
14. Mr. [REDACTED] testified that D.C. Water's first calculation inaccurately measured the shared driveway, which was later fixed. (Testimony of Mr. [REDACTED]).
15. Mr. [REDACTED] testified that D.C. Water's first calculation inaccurately included tarps and a dumpster as impervious areas. (Testimony of Mr. [REDACTED]).
16. D.C. Water asserted that the first calculation based on the aerial photo found a total impervious area of 3,400 sq. ft. (Testimony of Ms. Milton).
17. D.C. Water asserted that the recent calculation based on the 2005 plat found a total impervious area of 3,200 sq. ft. (Testimony of Ms. Milton).
18. D.C. Water asserted that both calculations generated an ERU value of 3.8. (Testimony of Ms. Milton).
19. D.C. Water asserted that the ERU value would likely not change if the area was removed due to a missed impervious portion of the driveway. (Testimony of Ms. Milton).
20. Mr. [REDACTED] testified that the portion next to the driveway is grass. (Testimony of Mr. [REDACTED]).
21. D.C. Water asserted that the aerial image showed a portion of the roof extending to the property line. (Testimony of Ms. Milton).
22. Mr. [REDACTED] testified that regulations require a 7 ft setback from the lot line to the house. (Testimony of Mr. [REDACTED]).
23. Mr. [REDACTED] testified that the GIS potentially misinterpreted the lines on the 2005 plat. (Testimony of Mr. [REDACTED]).

#### CONCLUSIONS OF LAW

1. The burden of proof is on the customer to show, by a preponderance of evidence, that the decision of D.C. Water is incorrect. (21 DCMR § 420.7 and § 420.8).
2. Under 21 DCMR § 402.7, non-residential and multi-family owners or their agents may seek an impervious surface area charge adjustment if the owner or agent can establish that the property has been assigned to the wrong rate class, the impervious service area used in the computation of the charge is incorrect, or if the ownership information is incorrect.
3. D.C. Municipal Regulations require D.C. Water to make reasonable investigations of facts asserted by property owners that are material to the determination of correct billing. 21 DCMR § 403.2(f).
4. D.C. Water defines impervious surfaces as man-made surfaces that cannot be easily penetrated by water, such as rooftops, driveways, patios, swimming pools, parking lots, and other paved or covered areas. Impervious surface areas are a major contributor to



rainwater runoff entering the District's sewer system. *See* <https://www.dewater.com/customer-center/rates-and-billing/impervious-area-faq>

5. The Clean Rivers Impervious Area Charge is assessed per Equivalent Residential Unit which is defined as 1000 square feet of impervious surface. 21 DCMR §§4101.3-.5 The charges are calculated using an Equivalent Residential Unit (ERU) tiered system, where properties with 2,100 to 3,099 square feet of impervious surface are billed at 2.4 ERU, and those with 3,100 to 7,099 square feet are billed at 3.8 ERU. 21 DCMR § 4101.4.

## DECISION

### I. Threshold Issue: Jurisdiction and Timeliness

Before addressing the merits, I must determine which billing periods are properly before me for consideration. The record shows that Mr. [REDACTED] filed timely challenges to multiple bills since 2023 when D.C. Water's impervious area assessment allegedly became inaccurate. However, under 21 DCMR §§ 402.2 and 412.1, customers must not only file timely billing disputes within twenty (20) days of the bill date, but must also file separate administrative hearing petitions within fifteen (15) days of receiving D.C. Water's decision on each disputed bill.

The record shows that Mr. [REDACTED] filed administrative hearing petitions for only two billing periods: (1) the bill dated March 15, 2024, for the period of December 13, 2023 to March 12, 2024, in the amount of \$567.70; and (2) the bill dated October 11, 2024, for the period of September 13, 2024 to October 10, 2024, in the amount of \$176.94. While Mr. [REDACTED] may have disputed other bills during this period, D.C. Water's representatives testified that no administrative hearing petitions were received for those additional billing periods, including the January 2025 bill for which D.C. Water issued a pre-investigation letter.

Because administrative hearings may only be initiated by timely petition under 21 DCMR § 412.1, my jurisdiction is limited to the two billing periods for which proper administrative hearing petitions were filed. All other billing periods, regardless of whether they were initially disputed, are not properly before me and cannot be addressed in this proceeding.

### II. Merits Analysis

Having established jurisdiction over the two properly petitioned billing periods, I find that Mr. [REDACTED] has met his burden under 21 DCMR § 420.7 to demonstrate, by a preponderance of the evidence, that D.C. Water's calculation of impervious area for the property located at [REDACTED] 45th St NW is inaccurate.

#### A. Background on Impervious Area Charges

Impervious area charges are fees assessed by D.C. Water based on the amount of impervious surface area on a property. These charges are part of D.C. Water's stormwater management system and are designed to account for the impact that impervious surfaces have on the District's water infrastructure. Properties with larger impervious areas contribute more stormwater runoff, placing greater demands on the water and sewer system. *See*

<https://www.dcwater.com/customer-center/rates-and-billing/impervious-area-faqs> (explaining D.C. Water Clean Rivers IAC program).

The charges are calculated using an Equivalent Residential Unit (ERU) tiered system. Under the current fee structure, properties with impervious surface areas ranging from 2,100 to 3,099 square feet are assessed at the 2.4 ERU rate, while properties with 3,100 to 7,099 square feet of impervious surface are billed at the higher 3.8 ERU rate. 21 DCMR § 4101.4. This tiered approach means that even a small reduction in calculated impervious area can result in significant billing adjustments if it moves a property from one tier to another.

## **B. Analysis of the Evidence**

Mr. [REDACTED] presented credible evidence that D.C. Water's most recent assessment, while incorporating his 2005 plat map, still included an approximately 310 square foot area—comprising a 7-foot by 44.7-foot segment on the left-hand side of the property—which is not impervious and falls within the required setback from the property line. He testified, with photographic documentation, that this segment consists of grass or mulch area, not impervious surfaces. Mr. [REDACTED] also demonstrated that a walkway shown in orange on D.C. Water's GIS image does not exist at the property.

The evidence shows that D.C. Water's initial calculation, based on aerial photography, assessed the property's total impervious area at 3,400 square feet. Following Mr. [REDACTED]'s dispute and submission of the 2005 plat map, D.C. Water recalculated the impervious area at 3,200 square feet. However, after the hearing, D.C. Water provided an updated calculation showing the impervious area reduced to 3,100 square feet.

Despite D.C. Water's acknowledgment that adjustments were warranted, several discrepancies in the calculations remain suspect. The visual evidence presented during the hearing, including the circled blue-shaded segment that D.C. Water indicated would be removed from their assessment, appears substantially larger than the 100 square foot reduction reflected in the final calculation decrease from 3,200 to 3,100 square feet. Mr. [REDACTED]'s own calculations, which itemize the house at 1,760 square feet, garage at 220 square feet, and his portion of the shared driveway at 824 square feet, yield a total impervious area of 2,804 square feet—significantly less than any of D.C. Water's calculations.

## **C. Credibility and Technical Analysis**

Mr. [REDACTED] presented multiple forms of credible evidence supporting his position: (1) a registered surveyor's 2005 plat map showing accurate property boundaries and setbacks; (2) a 2021 wall test report from the D.C. Office of the Surveyor confirming the house footprint; (3) current photographic evidence showing the actual distance between the house and property line; and (4) detailed mathematical calculations of the disputed segment dimensions.

In contrast, D.C. Water's evidence revealed inconsistencies in their GIS system's interpretation of the submitted plat map. At the hearing, Ms. Milton acknowledged that the system may have incorrectly interpreted certain features on the 2005 plat. To be sure, D.C. Water's own post-hearing recalculation demonstrates that their previous assessments contained errors requiring correction.

Most significantly, the reduction in square footage between D.C. Water's original revised calculation and their post-hearing calculation totaled only 100 square feet, decreasing from 3,200 square feet to 3,100 square feet. This discrepancy raises material doubt as to whether D.C. Water's calculation correctly excluded the contested 7 x 44.7-foot segment or inadvertently included additional impervious area elsewhere to offset the removal. The visual evidence clearly shows the contested segment is larger than 100 square feet, and D.C. Water offered no clear explanation reconciling the limited change in square footage with the size of the area that was purportedly excluded.

The analysis is further complicated because D.C. Water relied on a computer program for its calculation of the impervious area. In order to assess the accuracy of D.C. Water's calculation of the impervious surface, additional information explaining the formulas or algorithms used in the program is needed and has not been provided here.

#### **D. Regulatory Analysis**

Under 21 DCMR § 403.2(f), D.C. Water is required to make reasonable investigations of facts asserted by property owners that are material to the determination of correct billing. While D.C. Water conducted an investigation and made some adjustments, the continuing discrepancies suggest that their investigation did not fully account for all the evidence presented by Mr. [REDACTED] or explain how the revised charges were calculated.

Furthermore, under 21 DCMR § 402.7, property owners have the right to seek impervious surface area charge adjustments when they can establish that the impervious service area used in computation is incorrect. Mr. [REDACTED] has met this standard by providing detailed evidence that D.C. Water's calculation includes non-impervious areas and areas that do not exist on his property.

Accordingly, I find that the current calculation of 3,100 square feet does not reliably reflect the actual impervious area of the property. Moreover, if the properly calculated impervious area is below 3,100 square feet, it may reduce the Equivalent Residential Unit (ERU) tier from 3.8 to 2.4, materially impacting the charges assessed. Therefore, I direct D.C. Water to (1) conduct a revised impervious area assessment based solely on the 2005 plat map submitted by Mr. [REDACTED] and verified site-specific features, excluding the 7 x 44.7-foot segment and any temporary features such as tarps, dumpsters, or disputed walkways not supported by current photographic or physical evidence and (2) **recalculate the total impervious area square footage**, and document the applicable formula applied to the calculation and (3) revise the charges for the disputed bill consistent with this order.

For the reasons discussed above, Mr. [REDACTED]'s challenge to the impervious area charges is GRANTED, and D.C. Water is directed to recalculate the charges as set forth herein.

*Carolyn Elefant*

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Carolyn Elefant, Hearing Officer

Date: May 28, 2025

██████████  
██████████ 45th St NW  
Washington, DC 20007

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

**IN RE:**

██████████  
██████████ Taylor St NW  
Washington, DC 20011  
c/o ██████████@gmail.com

Account No. ██████████

Case No. 24-227026

Total Amount in Dispute: \$381.31

Before Carolyn Elefant, Hearing Officer  
April 16, 2025

The customer contested a water bill for the property at ██████████ Taylor St NW, Washington D.C. The disputed bill is dated January 25, 2024, for the period of November 25, 2023 to January 24, 2024, in the amount of \$381.31.

The D.C. Water and Sewer Authority (D.C. 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 April 16, 2025, for a remote hearing. Present for the hearing were ██████████, on behalf of his property, and Stephanie Robinson, who appeared on behalf of D.C. Water.

The property involved is a single-family home with four bedrooms, three and a half baths, and a kitchen sink. A submeter was installed for the property's sprinkler system. The house is occupied by two people and a small dog.

Mr. ██████████ stated that a memo he sent to D.C. Water dated June 21, 2024, was missing from the document packet sent to him for the ongoing hearing. He asked if the absent document was available for review. He noted that the packet did include a memo he sent dated July 27, 2024.

Ms. Robinson replied that she had access to the memo dated June 21, 2024, and that it was included in a separate file for an untimely dispute. She testified that a motion to dismiss was submitted for the untimely dispute pertaining to another bill that is not yet resolved.

Mr. ██████████ explained that he considered the memo to be closely related to his dispute and requested that it be included for review. The Hearing Officer noted that, at that juncture, she was unable to incorporate it into the hearing because D.C. Water had filed a motion to dismiss the associated dispute. She asked Mr. ██████████ whether he had received a copy of the motion to dismiss the June 2024 billing issue. Mr. ██████████ replied that he did not believe he had received such a document but acknowledged that it may have been sent to him.

The Hearing Officer explained that it is important for the customer to respond to a motion to dismiss if they have received one. She clarified that her authority is limited to the issues brought



before her by D.C. Water. When there is a question about the timeliness of a dispute, D.C. Water typically files a motion to dismiss and gives the customer an opportunity to respond with an explanation of why the dispute is timely or related before the issue is decided separately.

The Hearing Officer explained that, despite Mr. [REDACTED]'s claim that the disputes are interrelated, she did not have the power to address that issue until the motion is resolved. If the motion is denied and the dispute is found to be timely, the case will proceed to a hearing, either before her or another hearing officer, but as a separate matter.

Mr. [REDACTED] testified that he requested an administrative hearing to ask that his bills from December 2024 to May 2024 be corrected, as they were all inaccurate for the same reasons. He reiterated that the billing issues were interconnected. Ms. Robinson replied that D.C. Water did not include those bills in the case because no written disputes were submitted for them. She noted that D.C. Water's regulations state that the individual bills must be disputed by the deadline date mentioned on the bills. Ms. Robinson reported that D.C. Water received a timely dispute for the bill dated January 25, 2024, which was under discussion in the ongoing hearing.

Ms. Robinson stated that D.C. Water received a dispute about another bill, but it was submitted after the deadline date outlined on the bill. She added that written disputes were not received for any other bills in a timely manner and the disputes were not consecutive. Ms. Robinson concluded that each bill dispute must be submitted in writing by the deadline date mentioned on the bill.

Mr. [REDACTED] asserted that he was being held to a much higher standard than D.C. Water. He requested to read from the first memo he sent to D.C. Water, in which he explained the cause of the initial dispute. He added that the document specifically addressed the dispute timeline, his communication with D.C. Water regarding the dispute, and how the process was disrupted. The Hearing Officer requested that he first provide background information on his typical water usage and the reason for the initial dispute.

Mr. [REDACTED] referenced the consumption column in the document titled "Meter Readings – Billed". He outlined that the December 2023 reading, the first month where usage was estimated instead of obtained with an automatic meter reading (AMR), reported consumption of 5.75 CCF. He noted that the January 2024 estimated reading showed consumption of 7.93 CCF. He detailed that all the estimated bills from December 2023 through May 2024 were approximately double the consumption reflected in his typical bills for the same period in prior years.

Mr. [REDACTED] testified that his January 2024 bill was in the amount of \$380, the highest bill he had ever received. He stated upon receiving the bill, he became alarmed and reached out to D.C. Water, beginning the dispute process. The Hearing Officer noted that the consumption registered for September 25, 2023, was 14.54 CCF and 11.09 CCF. Mr. [REDACTED] added that September was a period when his sprinkler system would have been in use.

Mr. [REDACTED] mentioned that D.C. Water states that it estimates bills based on prior meter readings for the same period in previous years. Mr. [REDACTED] explained that in the memo he submitted in July 2024, he detailed a comparison between his actual historical usage and the estimated usage.

He reported that in every case, he found that the estimated usage was approximately double the actual historical usage. Mr. [REDACTED] asserted that D.C. Water did not follow its stated normal estimation process during this period, and he was unsure why.

Mr. [REDACTED] then read out the memo he sent to D.C. Water on June 21, 2024. He outlined that shortly after lead pipe replacement work occurred at and near his residence, he received a grossly and uncharacteristically high estimated water bill, which he disputed. He read that all his prior bills were actual readings and that he paid them on time. The memo noted that D.C. Water's response to the dispute was to inform him to stop any auto payment arrangements and expect to be contacted within 30 days. Mr. [REDACTED] paused to emphasize that D.C. Water provided this guidance to him both on the phone and in writing.

Mr. [REDACTED] then read that he was first contacted by D.C. Water regarding his dispute on June 7, 2024. The memo outlined that, during that interim, he suffered a very disjointed process that was nearly impossible to navigate or rectify, and that he was also no longer able to view his bills online.

Mr. [REDACTED] explained that, at the time he wrote the memo, he was enrolled in D.C. Water's paperless bill delivery program and could only access information about his bill online. Mr. [REDACTED] mentioned that he later called D.C. Water and was informed that a known issue with the online portal was preventing individual bills from displaying when clicked.

Mr. [REDACTED] continued to read the memo, noting that he waited for contact and a resolution from D.C. Water, as he believed that the bill was on hold. He read that he called D.C. Water again in March 2024 and was told to submit another dispute for that particular bill, as he had time to do so. Mr. [REDACTED] added that he wrote in quotes that this "apparently wasn't the case", as that dispute was then deemed untimely.

Mr. [REDACTED] read that he received a disconnection notice on April 19, 2024. The memo detailed that he called D.C. Water again on April 26, 2024, at 10:50 a.m., and had an extensive conversation with customer service. He noted that he asked what the process was supposed to "look like", writing in all caps, as he had heard nothing from D.C. Water. Reading aloud, he reported that from the time he initiated his dispute until April 26, 2024, he was told that his case should be under investigation, his bill had been placed on hold, and he should be kept informed throughout the process. He stated that he told the customer service agent that none of those steps appeared to be taking place. He detailed that the agent informed him that his case was still pending after three months and that she would send an escalation ticket at his request. He added that she also submitted a request for a technician to visit his property and read the meter.

Mr. [REDACTED] read that he received an apologetic email on June 7, 2024, which stated that his case was still unresolved six months after his initial dispute and that his second dispute was filed too late. He noted that he called again on July 18, 2024, and was informed that a new meter had been installed. He concluded his memo by reading that, as of May 8, 2024, he began receiving actual meter readings that accurately reflected his daily water usage.

Mr. [REDACTED] asserted that while it was technically correct that his second dispute was filed late according to D.C. Water's regulations, they also failed to respond to him in a timely manner, and he was left completely unaware of D.C. Water's process. Mr. [REDACTED] testified that he later received emails from D.C. Water apologizing for significant delays due to backlogs. He explained that if he lacked the necessary information to submit a proper dispute and did not understand the system, some responsibility lay with D.C. Water for extending the situation for months. Mr. [REDACTED] asserted that he was held to specific deadlines and time frames while D.C. Water did not respond to him for months on end.

Mr. [REDACTED] stated that the five-month backlog, the lead pipe replacement, and the inaccurate estimates of double his documented historical usage were not normal circumstances. He added that they compounded his confusion. Mr. [REDACTED] outlined that he requested an administrative hearing because he did not want normal treatment, but a fair result.

Mr. [REDACTED] testified that he had asked D.C. Water to review every estimated bill and compare it to their stated method of estimation, which is based on prior usage. He reiterated that when he examined his usage from the past two years, every estimate during the disputed period was approximately double his historical usage for the same months. He stated that he asked D.C. Water to correct his past bills so he could pay the accurate amount and move forward. Mr. [REDACTED] concluded that he did not dispute every bill during the period of estimated reads because he did not have access to any information. He added that his current bills did not reflect which charges were on hold.

Ms. Robinson apologized for the delay in resolving Mr. [REDACTED]'s case. She explained that while D.C. Water typically resolves investigations in 30 days, there was a large volume of cases ahead of his and they are processed in the order received.

Ms. Robinson testified that the January 25, 2024 bill currently under dispute was based on an estimate because the main meter was changed during a lead line replacement on the private side of the property. She stated that due to a delay in updating the new meter in the billing system, the usage had to be estimated during that billing cycle.

Ms. Robinson noted that while D.C. Water's standard practice is to base estimates on historical usage, Mr. [REDACTED]'s estimate was instead based on prior usage, causing the high bill. She testified that the account was billed for 61 days on the disputed bill and the meter was removed during that period. Ms. Robinson clarified that there was then a delay in updating D.C. Water's system with the new meter information, which prevented billing based on actual usage. She stated that D.C. Water did not discover the lead line replacement until after the investigation was resolved.

Ms. Robinson testified that on June 7, 2024, D.C. Water updated its billing system with the new meter installed at the property. She noted that D.C. Water determined that an underground investigation was unwarranted as no consecutive usage was registered on the new meter, ruling out any type of underground leak.

Ms. Robinson reported that D.C. Water's investigation closed on July 16, 2024. D.C. Water determined that no adjustment was warranted under District Municipal Regulation 308.4, which states that 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 for that interval.

Ms. Robinson testified that D.C. Water was unable to shop test the removed meter as it was discarded by that time. She noted that upon receiving the petition, D.C. Water reviewed the customer's records and discovered that lead pipe replacement took place, then opted to adjust the disputed bill. She reported that in preparation for the ongoing hearing, D.C. Water offered the customer a one-time adjustment in lieu of the hearing. The proposed adjustment included removing 100% of the excess water and 100% of the excess sewer charges during the disputed billing period of November 25, 2023, through January 24, 2024, resulting in a reduction of \$141.06.

Ms. Robinson stated that D.C. Water emailed the customer on March 10, 2025, advising him that the old meter was no longer available for testing and informing him of the adjustment offer. She noted that D.C. Water did not receive a response to that email and moved forward by scheduling the ongoing hearing. Ms. Robinson clarified that the adjustment offered by D.C. Water applied only to the disputed bill. She asserted that D.C. Water's investigation found no fault on D.C. Water's part regarding the estimates, only a delay in updating the billing system with the newly installed meter.

Mr. [REDACTED] responded that Ms. Robinson's review of the situation aligned with his experience, adding that he understood that D.C. Water was caught in a difficult situation. He noted that his calls with D.C. Water and his emails from Ms. Robinson were polite and apologetic. He explained that he understood that problems can occur and that the most important factor is how they are addressed and resolved.

Mr. [REDACTED] referred to Ms. Robinson's statement that D.C. Water did not use comparable billing periods to generate their estimates, arguing that this made the estimates inaccurate. He noted that he also referenced District Municipal Regulation 308.4 in his July 27, 2024, memo, which states that the water charge for the interval in which the incident occurred shall be based on the average water consumption for that interval. He pointed out that Ms. Robinson admitted that the relevant intervals were not used in the estimations, and it was therefore incorrect to state that there was no fault in D.C. Water's estimates.

Mr. [REDACTED] testified that D.C. Water's estimates did not align with comparable usage data, including the data listed in the hearing materials for comparable periods in 2023. He reiterated that when comparing the actual meter readings from January through May in past years to the corresponding estimates in 2024, each estimate reflected nearly double his typical consumption. He added that two people reside in the property and do not use high amounts of water.

Mr. [REDACTED] explained that the consistent overestimation led him to request a hearing. He asserted that he was only seeking a fair resolution. His request, he stated, was for D.C. Water to

review the inaccurate estimates, apply its own stated metrics by comparing them to actual usage for the same intervals, correct the bills for the period of December 2023 through May 2024, and allow him to pay the corrected amount in full.

Mr. [REDACTED] testified that D.C. Water's proposed adjustment for the disputed bill sounded accurate for the time it covered. Ms. Robinson added that the disputed period for November 25, 2023, through January 24, 2024, was adjusted using the customer's comparable period from November 24, 2022, through January 25, 2023. Mr. [REDACTED] noted that he estimated that the proposed adjustment amount would address two out of the six months that were inaccurately estimated.

Mr. [REDACTED] stated that his request, however, was for the entire inaccurate estimated period to be corrected, not just the one bill that was examined in isolation. He outlined that the billing error identified in the disputed period repeated consistently through May 2024 and it would be unjust for him to accept a limited resolution based on a technicality. He acknowledged that he may not have disputed every individual bill but explained that he believed the bills were on hold and that D.C. Water's lack of communication contributed to his misunderstanding. Mr. [REDACTED] asserted that the circumstances surrounding his case were abnormal and it would be unfair to charge him for amounts that were demonstrably inaccurate based on D.C. Water's own estimation standards.

Ms. Robinson replied that initially, the months prior to the disputed period were used to determine his estimated usage. Mr. [REDACTED] responded that the regulation outlined that the estimate was supposed to be based on the average previous water consumption for that interval, not the months prior. He testified that water usage varies by season, adding that usage in September, particularly with a sprinkler system, is much higher than in January, when little water is typically used. Mr. [REDACTED] pointed out that the regulation requires using the comparable interval for that reason.

Mr. [REDACTED] reiterated Ms. Robinson's testimony and the records showed that the actual meter readings from January through May in the previous two years were half the amount of the estimates used during the disputed period. Ms. Robinson acknowledged that D.C. Water's records documented that the estimates were based on actual usage in the months prior to November 2023 instead of the comparable period that was supposed to be used.

Ms. Robinson posited, based on the billed amount, that usage in the summer months was used to build the estimate as similarly high usage was present in both the summer and the estimated bill. She mentioned that usage was registered at 11.56 CCF for July 2023, 12.09 CCF for August 2023, and 14.54 CCF for September 2023. She added that she did not have access to the billing record of the account.

In reference to Mr. [REDACTED]'s statement that he believed that the bills were on hold, Ms. Robinson testified that the account was billed monthly, and bills were going out. She noted that the charges were on hold so there were no late fees or interruption. She added that she would check to determine whether there was any issue with accessing the bills online.



Mr. [REDACTED] stated that D.C. Water advised him in writing and on the phone to stop any auto payment arrangements to avoid paying incorrect bills and wait to be contacted. He recalled that he followed this advice and expected to be contacted once the issue was resolved. He stated that, believing the issue was on hold and aware that D.C. Water had delays, he continued to wait for follow-up. Mr. [REDACTED] concluded that he did not continue submitting individual disputes for each bill because he believed his case was in a sort of administrative stasis.

Ms. Robinson explained that once the dispute was acknowledged, D.C. Water's communication stated that bills are not continuous and that each bill must be disputed. Mr. [REDACTED] replied that although he later received communication clarifying this, it was not something he understood from his initial contact with D.C. Water.

Mr. [REDACTED] stated that the prolonged silence from D.C. Water, compounded by the lead pipe replacement, resulted in an irregular and confusing process. He reiterated that, in his memo, he requested that his water usage from December 2023 to May 2024 be assessed using comparable past periods and billed accurately so that he could pay the corrected total. Mr. [REDACTED] asserted that he was asking that the entire situation be fixed fairly and that he did not accept D.C. Water's partial adjustment for the November 2023 to January 2024 period because it did not correct all the billing errors. He pointed out that the estimated amounts were double his past usage and his January 2024 bill was estimated based on summer usage. He concluded that his appeal was not about assigning blame but about ensuring fairness for both the customer and D.C. Water by allowing him to pay only what he actually owed.

Ms. Robinson reported that she was able to pull up the bills for the account and was not observing any technical issue preventing them from being viewable. Mr. [REDACTED] explained that there was an extended period during which individual bills could not be accessed. He stated that he spoke with a D.C. Water representative who acknowledged the issue and confirmed it had been ongoing for some time. He stated that he switched back to paper billing out of concern that he would not have documentation for the ongoing hearing. Mr. [REDACTED] noted that he now receives bills by mail and no longer accesses or checks them online.

The Hearing Officer stated that, as D.C. Water did not have an opportunity to investigate the estimated bills outside of the disputed billing period, she was unsure how prepared they were to respond to that issue. Mr. [REDACTED] replied that he had believed that the purpose of the hearing was to address the entire issue and allow D.C. Water to correct the errors once brought to their attention. He reiterated that the overbilling from December 2023 through May 2024 could be identified using the data available in the email packet provided for the ongoing hearing.

The Hearing Officer clarified that D.C. Water would need to investigate its records and communications between February 2024 and May 2024. She stated that Mr. [REDACTED] had been able to share his account of the situation, but D.C. Water's records could potentially reflect details differently or contain information that may have been forgotten by either party.

The Hearing Officer explained that typically, once a billing dispute is filed, D.C. Water gathers and reviews its investigation records. Regarding the ongoing hearing, D.C. Water did not have the opportunity to perform that review for the additional billing periods mentioned. The

Hearing Officer concluded that she would need to determine whether those records should have been reviewed as part of the case for the ongoing hearing.

Mr. [REDACTED] noted that he understood from the Hearing Officer's statement that D.C. Water may not have fully reviewed or prepared all the information he requested for the hearing. He explained that he had expected the ongoing hearing to focus on reaching a reasonable agreement regarding how to correct the billing issues. He asked for clarification on the actual process.

The Hearing Officer explained that her authority is limited by regulation to addressing disputes brought before her through an administrative hearing petition. An administrative hearing only arises after a billing dispute has been filed, the customer is denied relief, and the customer then submits an administrative hearing petition. The Hearing Officer posited that no billing dispute was filed for the period from February 2024 to May 2024, and therefore no administrative hearing petition was submitted for those bills. She explained that there was an issue of threshold for matters not initiated by a billing dispute following the strict regulation process, despite Mr. [REDACTED]'s reference to that period in the documents he filed. The Hearing Officer concluded that whether equitable considerations warranted addressing those particular issues would need to be considered in the decision she rendered after the ongoing hearing.

Mr. [REDACTED] asked if Ms. Robinson was able to initiate a review of the data and issue a correction. Ms. Robinson replied that her responsibility is to respond to written disputes. She explained that once a dispute is in writing, D.C. Water reviews the case. She noted that if D.C. Water is then found to be at fault in some way, they consider how that error may have affected subsequent bills.

Ms. Robinson asserted that D.C. Water was not technically at fault in Mr. [REDACTED]'s case. She testified that the issue at the property stemmed from a delay in updating the account with the meter itself. She objected to Mr. [REDACTED]'s request to review the account for future relief.

Ms. Robinson stated that, in accordance with the regulations, it would be the Hearing Officer's decision whether D.C. Water is required to review future bills or make adjustments to the account. She noted that D.C. Water was only able to address the disputed billing period of November 25, 2023, through January 24, 2024, in the ongoing hearing. Ms. Robinson concluded that once the Hearing Officer renders her decision, D.C. Water would comply with the outcome.

Mr. [REDACTED] stated that he understood the constraints and technicalities directing the process. He noted that he was unable to receive a deviation from the normal rules despite the serious abnormalities on D.C. Water's part.

Mr. [REDACTED] asked for clarification about the next steps he could take if the relief he requested could not be granted. He inquired whether, if he needed to pursue an appeal with the D.C. Court of Appeals, he would receive specific instructions on how to do so or whether it was a process he would need to undertake independently.

The Hearing Officer clarified that her decision would directly address the disputed period from November 25, 2023, through January 24, 2024, and a ruling on the merits would be issued

for that timeframe. For the remaining period, she explained that she would first determine whether it falls within her authority to consider. If she concludes that it can be addressed, she will include it in the decision.

The Hearing Officer stated that no instructions for filing with the D.C. Court of Appeals would be included in the decision letter, as it could be considered rendering legal advice. She recommended visiting the D.C. Court of Appeals website and reviewing the regulations concerning how to appeal an administrative order. The Hearing Officer noted that the customer has 30 days upon receiving a decision to file an appeal and suggested he familiarize himself with the appeals process in advance.

Mr. [REDACTED] explained that he has been paying each current monthly bill as it is issued. He noted that his billing statements continued to display an outstanding balance of over \$1,000, carried forward on each new bill. He asked if that outstanding amount was in stasis until after the Hearing Officer's decision. Ms. Robinson replied that only the charges on the disputed bill in the amount of \$381.31 were on hold, and everything outside of that is due. She stated that the bills do not itemize disputed amounts and imbed them into outstanding charges.

Mr. [REDACTED] noted that, disregarding his monthly charges, the outstanding amount remained static on each bill without accruing additional charges or interest. Ms. Robinson testified that the outstanding balance consisted in part of an April 2024 bill for \$402.87, a February 2024 bill for \$188.36, and late fees.

Mr. [REDACTED] explained that he had not paid those amounts because he was told by D.C. Water to stop auto payment and wait for a response. He added that he resumed making monthly payments once he was provided with more information. Mr. [REDACTED] noted that he was unsure of the specific components of the outstanding amount and stated that he would wait for the outcome of the ongoing hearing. Ms. Robinson recommended paying any outstanding charges not under dispute, including the past due April 2024 bill for which no dispute was on file.

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 four bedrooms, three and a half baths, a kitchen sink, and a sprinkler system with a submeter. There are two occupants. (Testimony of Mr. [REDACTED]).
2. The disputed bill is dated January 25, 2024, for the period of November 25, 2023 to January 24, 2024, in the amount of \$381.31. (Hearing Notice dated April 8, 2025). (Testimony of Mr. [REDACTED]).
3. Mr. [REDACTED] testified that he sent memos regarding the situation to D.C. Water on June 21, 2025, and July 27, 2025. (Testimony of Mr. [REDACTED]).
4. D.C. Water asserted that the June 21, 2025, memo was filed separately with an untimely dispute. (Testimony of Ms. Robinson).

5. D.C. Water asserted that a motion to dismiss is pending for the untimely dispute of the February 26, 2024, bill. (Testimony of Ms. Robinson).
6. D.C. Water asserted that no timely disputes were made outside of the disputed bill dated January 25, 2024. (Testimony of Ms. Robinson).
7. Mr. [REDACTED] testified that consumption was first estimated at 5.75 CCF in December 2023 and 7.93 CCF in January 2024, double the consumption in the same period in prior years. (Testimony of Mr. [REDACTED]).
8. Mr. [REDACTED] testified that he first received a high bill after lead pipe replacement work occurred at his residence in December 2023. (Testimony of Mr. [REDACTED]).
9. Mr. [REDACTED] testified that he called D.C. Water shortly after the pipe replacement and was told to stop any auto payment arrangements and expect to be contacted within 30 days. (Testimony of Mr. [REDACTED]).
10. Mr. [REDACTED] testified that D.C. Water first contacted him about the dispute on June 7, 2024. (Testimony of Mr. [REDACTED]).
11. Mr. [REDACTED] testified that he was unable to view his bills online due to a known issue with D.C. Water's system for a period of time. (Testimony of Mr. [REDACTED]).
12. Mr. [REDACTED] testified that D.C. Water told him he had time to dispute a bill for March 2024, but the dispute was deemed untimely. (Testimony of Mr. [REDACTED]).
13. Mr. [REDACTED] testified that he received a disconnection notice on April 19, 2024. (Testimony of Mr. [REDACTED]).
14. Mr. [REDACTED] testified that he called D.C. Water on April 26, 2024, was told his case was pending, it would be escalated, and a technician would visit his property and read the meter. (Testimony of Mr. [REDACTED]).
15. Mr. [REDACTED] testified that D.C. Water emailed him on June 7, 2024, to say that his case was still pending. (Testimony of Mr. [REDACTED]).
16. Mr. [REDACTED] testified that he called D.C. Water on July 18, 2024, and was told that a new meter was installed. (Testimony of Mr. [REDACTED]).
17. Mr. [REDACTED] testified that as of May 8, 2024, he had actual, accurate meter readings. (Testimony of Mr. [REDACTED]).
18. D.C. Water asserted that the main meter was changed during a lead line replacement on the private side of the property. (Testimony of Ms. Robinson).
19. D.C. Water asserted that the disputed bill was estimated due to a delay in updating the new meter in the billing system. (Testimony of Ms. Robinson).
20. D.C. Water asserted that an underground investigation was unwarranted as no consecutive usage was registered on the new meter. (Testimony of Ms. Robinson).
21. D.C. Water's investigation closed on July 16, 2024, determining that no adjustment was warranted under District Municipal Regulation 308.4, which states that the water charge for the interval in which the incident occurred shall be based on the average water consumption for that interval. (Testimony of Ms. Robinson).
22. D.C. Water asserted that the old meter was unable to be tested. (Testimony of Ms. Robinson).
23. D.C. Water offered an adjustment via email on March 10, 2025, removing 100% of the excess water and 100% of the excess sewer charges during the disputed billing period of November 25, 2023, through January 24, 2024, resulting in a reduction of \$141.06. (Testimony of Ms. Robinson).

24. D.C. Water asserted that the disputed period for November 25, 2023, through January 24, 2024, was adjusted using the period from November 24, 2022, through January 25, 2023. (Testimony of Ms. Robinson).
25. D.C. Water asserted that the customer did not respond to the adjustment email. (Testimony of Ms. Robinson).
26. D.C. Water used prior usage, not comparable usage, for the estimated periods. (Testimony of Ms. Robinson and Mr. [REDACTED]).
27. D.C. Water asserted that the estimated bills were likely based on prior usage from summer 2023. (Testimony of Ms. Robinson).
28. Mr. [REDACTED] testified that his summer usage is much higher than in other months, in part due to a sprinkler system. (Testimony of Mr. [REDACTED]).
29. Mr. [REDACTED] testified that the usage estimates from December 2023 to May 2024 were double that of comparable periods. (Testimony of Mr. [REDACTED]).
30. D.C. Water asserted that in 2023: usage was 11.56 CCF for July, 12.09 CCF for August, and 14.54 CCF for September. (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 D.C. Water is incorrect. (21 DCMR 420.7 and 420.8).
2. D.C. 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. 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 for that interval. 21 DCMR 308.4.

### DECISION

This case presents a customer challenging water bills based on estimated usage following lead pipe replacement work at his property. The customer seeks adjustments not only for the timely disputed bill but also for additional estimated bills from the same period that were not timely challenged.



Before addressing the merits, I must first determine the scope of my authority in this proceeding. Mr. [REDACTED] has requested that I address billing issues extending from December 2023 through May 2024, arguing that all of these bills were inaccurately estimated using the same flawed methodology. However, my jurisdiction is limited to disputes that have been properly brought before me through the administrative process established by D.C. Municipal Regulations.

Under 21 DCMR 402.1, a customer may challenge water charges by notifying D.C. Water in writing within twenty calendar days after the bill date. Section 402.2(a) provides that challenges made more than twenty days after the bill date are untimely. Furthermore, Section 412.1 requires that a petition for administrative hearing be filed within fifteen calendar days of D.C. Water's decision on the dispute.

The record establishes that Mr. [REDACTED] timely disputed only the bill dated January 25, 2024, covering the period November 25, 2023 to January 24, 2024. D.C. Water acknowledged receiving this dispute and conducted an investigation. When Mr. [REDACTED] was unsatisfied with D.C. Water's determination, he properly filed a petition for administrative hearing within the required timeframe. This bill is therefore properly before me.

However, Mr. [REDACTED] acknowledged that he did not file timely disputes for the other estimated bills from December 2023 through May 2024. D.C. Water testified that a motion to dismiss is pending regarding one untimely dispute, and no written disputes were received for the remaining bills during the applicable deadlines. The regulations are clear that each bill must be disputed separately and within the prescribed timeframes.

While I am sympathetic to Mr. [REDACTED]'s circumstances – including D.C. Water's delayed communications, the online billing system issues, and the confusion caused by the lead pipe replacement process – these factors do not permit me to extend my jurisdiction beyond the timely disputed bill. The administrative hearing process established by the regulations requires strict adherence to filing deadlines to ensure orderly case management and protect the rights of all parties.

Mr. [REDACTED] argued that the billing issues were interconnected and that D.C. Water's delays contributed to his failure to dispute each bill timely. However, even accepting his account of these circumstances, the regulations do not provide an exception to the filing deadlines based on utility delays or customer confusion. Each bill constitutes a separate cause of action that must be individually challenged within the prescribed timeframe.

Turning to the merits of the properly disputed bill, Mr. [REDACTED] has demonstrated that the estimated charges were calculated incorrectly under D.C. Water's own regulations. D.C. Municipal Regulation 308.4 requires that when a meter fails to register correctly, "the water charge for the interval in which the incident occurred shall be based on the average previous water consumption for that interval." The regulation contemplates using comparable periods – the same timeframe from previous years – not simply prior usage from different seasons.

The evidence establishes that D.C. Water's estimates were based on usage from summer months (July through September 2023) when Mr. [REDACTED]'s consumption was significantly higher due to his sprinkler system operation. Ms. Robinson acknowledged that D.C. Water did not use

comparable periods as required by the regulation, instead relying on "prior usage" from months immediately preceding the billing period. This methodology resulted in estimates that were approximately double Mr. [REDACTED]'s historical usage for the same winter months in previous years.


Mr. [REDACTED] testified credibly that his consumption patterns vary significantly by season, with much higher usage during summer months when his sprinkler system operates. Using summer usage data to estimate winter consumption violates the regulatory requirement to base estimates on comparable intervals and resulted in demonstrably inaccurate charges.

D.C. Water ultimately recognized this error and offered to adjust the disputed bill by removing 100% of the excess water and sewer charges, resulting in a reduction of \$141.06. This adjustment was calculated using the proper methodology – comparing the disputed period to the same period from the previous year (November 24, 2022 through January 25, 2023). Ms. Robinson testified that this adjustment reflects D.C. Water's acknowledgment that the original estimate was incorrect.

I find that Mr. [REDACTED] has met his burden of proving that the charges for the November 25, 2023 to January 24, 2024 billing period were calculated in error. D.C. Water failed to follow its own regulation requiring estimates to be based on comparable periods, instead using inappropriate summer usage data that resulted in charges roughly double the customer's historical consumption for the same winter timeframe.

For the reasons discussed above, I conclude that only the bill dated January 25, 2024, covering the period November 25, 2023 to January 24, 2024, is properly before me in this proceeding. The other estimated bills from this period were not timely disputed and therefore cannot be addressed in this administrative hearing.

With respect to the properly disputed bill, D.C. Water is instructed to implement the adjustment it offered, removing 100% of the excess water and sewer charges and reducing the bill by \$141.06. This adjustment correctly applies D.C. Municipal Regulation 308.4 by basing the estimate on comparable usage from the same period in the previous year rather than inappropriate summer usage data.



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Carolyn Elefant, Hearing Officer

Date: May 28, 2025

[REDACTED]  
[REDACTED] Taylor St NW  
Washington, DC 20011  
c/o [REDACTED]@gmail.com

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

**IN RE:** [REDACTED]  
[REDACTED] Cambridge Pl NW  
Washington, DC 20007

Account No. [REDACTED]  
Case No. 24-249808P

Total Amount in Dispute: \$783.67

Before Carolyn Elefant, Hearing Officer  
April 24, 2025

The customer contested water bills for the property at [REDACTED] Cambridge Pl NW, Washington D.C. The disputed bills are dated January 9, 2024, for the period of December 9, 2023, to January 9, 2024, in the amount of \$326.86, and dated February 9, 2024, for the period of January 10, 2024, to February 8, 2024, in the amount of \$456.81.

The D.C. Water and Sewer Authority (D.C. 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 April 24, 2025, for a remote hearing. Present for the hearing were [REDACTED], the tenant of the property, and Kristen Gibson, appearing on behalf of D.C. Water.

The property involved is a single-family rowhouse with a kitchen sink, four bathrooms with sinks, three showers, a dishwasher, and a washing machine. Ms. [REDACTED] is currently a tenant of the property and has lived there since 2013. Prior to the disputed bill, the average water bill was around \$100 to \$150.

Ms. [REDACTED] testified that she first contacted D.C. Water upon receiving the disputed bill dated January 9, 2024, as the amount of \$300 was unusually high. She stated that she requested the readings for her usage to determine whether there was an issue at the property and if she needed to call a plumber. Ms. [REDACTED] explained that D.C. Water informed her that they could not provide her with the usage readings. She recalled that D.C. Water advised her to file an appeal, which she noted did not help address the issue causing the high bill.

Ms. [REDACTED] stated that she subsequently hired a plumber, who found no problems on the property. She noted that the following month she received another high bill, this time in the amount of \$400. She testified that when she next called D.C. Water regarding the abnormal bills, she was told again that no usage reading could be provided and there was potentially an issue with D.C. Water's equipment. She added that no offer was made to inspect or repair the meter at that time.

Ms. [REDACTED] explained that the issue resolved itself after two months with no action taken on her part and no changes at the property. She noted that D.C. Water determined that no adjustment was warranted for the disputed bills by verifying the usage without providing any proof or

information. Ms. [REDACTED] stated that she was unsure how D.C. Water could claim to have verified usage during a period when they had previously told her they had no way of obtaining a reading.

Ms. [REDACTED] noted that she did not submit the plumber's report because no issues were found during the inspection and she hired the plumber independently, not at the request of D.C. Water.

Ms. [REDACTED] reiterated that she first requested evidence from D.C. Water regarding her water usage during the disputed period, which they were unable to provide. She recalled viewing her usage online in the past. She stated that she was told that D.C. Water did not have an actual reading and a technician would need to be sent out to check the equipment.

Ms. Gibson asked for the date on which the plumber visited. Ms. [REDACTED] replied that she could not recall the exact date, but that the inspection likely took place within the first couple of weeks after she disputed the first bill.

Ms. [REDACTED] added that she hired a plumber to confirm whether the issue was internal. She stated that she concluded the issue was not internal after receiving a second bill with an even higher charge, despite the plumber having found no problems with the property. She reiterated that nothing changed during the disputed period. She noted that all of her appliances have been in the property since 2013 and that her water bills have remained consistent, except for the two disputed bills.

Ms. Gibson testified that D.C. Water's position is that no adjustment is warranted. She explained that the charges in question were billed based on actual meter readings that were obtained by field reads. Ms. Gibson stated that the meter serving the property was removed on October 23, 2024, and tested on November 15, 2024, for accuracy. Ms. Gibson reported that the meter demonstrated an overall accuracy of 99.07%, within the testing standards set by the American Water Works Association. As stipulated by the American Water Works guidelines, a meter reading within the range of 98.50% to 101.50% is considered a passing result.

Ms. Gibson stated that D.C. Water's investigation closed on April 11, 2024, and it was determined that an underground investigation was deemed unwarranted as the field reads used for billing had declined at the time of the investigation, which indicated that the cause of the wasted water was controlled at the property. Ms. Gibson 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, except as may be approved at the sole discretion of the General Manager, based upon a demonstration by the owner or occupant that an adjustment will further a significant public interest. Ms. Gibson testified that D.C. Water's position is therefore that no adjustment is warranted.

Ms. Gibson testified that D.C. Water billed the customer using actual readings. She noted that, while automatic, remote readings were not available via the meter transmitting unit (MTU), field reads were still conducted at the property. Ms. Gibson explained that the MTU is a device that transmits the reads from the meter to D.C. Water's data collection unit daily, allowing for the reads to be received electronically. Ms. Gibson clarified that the MTU is solely a transmitter, and the meter records usage independently of the transmitting unit. She stated that, even if the

meter transmitting unit fails to transmit, the meter itself continues to record usage, and the readings can be verified with a visual inspection of the meter by a technician during a field read.

Ms. Gibson explained that a failure of the MTU to transmit data does not indicate a problem with the meter itself. She added that D.C. Water's meters are not controlled by computer software, so any computer issues with the MTU would not affect the meter. Ms. Gibson concluded that there is no reason to doubt the reading on a meter if the meter passes inspection.

Ms. Gibson reported that while the MTU can transmit readings on a more frequent basis, D.C. Water only commits to providing readings on a quarterly basis, as per regulation. She noted that D.C. Water's customers are not guaranteed access to more frequent reads.

Ms. Gibson testified that the failure of the MTU to transmit was not evidence of a leak on D.C. Water's side. She stated that if an underground inspection shows no leak, D.C. Water infrastructure is not leaking, and the meter passes testing, then the cause of the high usage is controlled at the property. She concluded that, considering the absence of specific evidence that D.C. Water infrastructure was leaking or evidence that the meter failed testing, there is no justification for adjusting the bill.

Ms. Gibson acknowledged that D.C. Water did not have daily readings to provide for the customer at the time of the disputed period. She stated that D.C. Water regulations only allow for adjustments under specific circumstances, and failure of the MTU to transmit is not one of those circumstances. Ms. Gibson reiterated that the meter was still independently recording usage, D.C. Water billed the customer based off the field reads, and the meter passed the overall accuracy test, so no adjustment is warranted.

Ms. [REDACTED] noted that the meter was pulled for testing on October 23, 2024, nine to ten months after the disputed billing period. She questioned whether it was possible that the meter had been malfunctioning at any point during the months prior to when it was removed. Ms. Gibson replied that it was the MTU that was not working, which did not necessarily indicate that the meter was malfunctioning.

Ms. [REDACTED] stated that D.C. Water was trying to conclude that testing conducted nine months after the disputed period had no impact on the issue in January 2024. Ms. Gibson replied that if the meter had been malfunctioning, the issue would have still been present at the time of testing. She added that meters do not self-correct over time.

Ms. [REDACTED] testified that it was her understanding that D.C. Water conducted no readings or field reads during the nine-month period leading up to the meter's removal in October 2024. She stated that D.C. Water was unable to provide any kind of reading between the disputed periods and requested clarification on that point.

Ms. Gibson explained that the customer was not provided with automated meter readings (AMRs), which are remote readings, but was provided with actual field readings that took place throughout the duration of the disputed billing period. She reported that the case file sent to the customer labeled "Meter Readings – Billed" tracked the monthly account billings up until February

2025. Ms. Gibson noted the document outlined that D.C. Water provided readings throughout the disputed period as field reads, not AMRs.

Ms. [REDACTED] replied that she did not believe that this information was correct. She explained that the bills she received from D.C. Water reported the general amount of usage. Ms. Gibson replied that the customer's bills used actual readings from her meter. Ms. Gibson explained that each bill includes a table at the top with details such as the meter size, read dates, number of billing days, and the type of reading. She stated that the read type will show either "EST" for estimated or "ACT" for actual readings. Ms. Gibson noted that the customer had been receiving actual readings from the meter both during the disputed period and afterward.

Ms. [REDACTED] stated that, during the disputed period, D.C. Water was unable to provide the specific information to the customer as requested. She asked if Ms. Gibson agreed that when she called to inquire about the high usage and requested daily meter reads to identify when and how water usage was increasing, D.C. Water was not able to supply that information. Ms. Gibson confirmed that this was correct. She added that D.C. Water did not have AMRs for the property at that time and is under no obligation to provide them as per their regulations.

Ms. [REDACTED] argued that while D.C. Water may have its own regulations determining what it needs to provide, those regulations do not negate a customer's right to know how a meter that they do not control is functioning. She stated that the evidence provided spoke for itself, demonstrating a longstanding pattern of consistent water consumption over a decade interrupted only by two anomalous months where usage more than doubled. She added that water usage usually decreases slightly during the winter, during which the disputed usage took place.

Ms. [REDACTED] reiterated that she called D.C. Water immediately to address the issue, she was told that no meter reading data could be provided, and D.C. Water then waited ten months to inspect the meter. She stated that she believed that D.C. Water was using questionable evidence to hold the customer accountable for the disputed bills, adding that her water usage suddenly returned to normal after she filed an appeal. Ms. [REDACTED] concluded that D.C. Water's inability to address the issue at that time, combined with the ten-month delay in inspecting the meter, was problematic.

Ms. Gibson replied that the billing records do not support the assertion that water usage suddenly returned to normal after the appeal was filed or the meter was pulled. She pointed out that usage levels fluctuated during and after the disputed period. Ms. Gibson noted that the reading dated June 7, 2024, reported 10.05 CCF in usage for that month, while the reading for April 2024 reported 6.89 CCF in usage. She outlined that the March 7, 2024, bill immediately following the two disputed bills had a reading of 4.86 CCF. Ms. Gibson concluded that usage returned to normal the month following the disputed period, then fluctuated between March 2024 until the meter was pulled in October 2024.

Ms. [REDACTED] asked for the CCF readings for the disputed bills. Ms. Gibson stated that the January 2024 bill reported 16.13 CCF in usage and the February 2024 bill reported 23.27 CCF in usage.



Ms. [REDACTED] asked what the highest recorded water usage reading was between March 2024 and October 2024. Ms. Gibson detailed that the reading for September 2024 reported 11.80 CCF in usage and the reading for June 2024 reported 10.05 CCF in usage. Ms. [REDACTED] replied that water usage can increase during the summer months and stated that she believed the usage referenced was consistent with seasonal changes. She noted that the usage for September 2024 and October 2024 was significantly lower than the usage registered during January 2024 and February 2024.

Ms. [REDACTED] questioned whether the property's billing history recorded any usage as high as that registered during the disputed months. Ms. Gibson reviewed the billing history and stated that she was able to access records dating back to 2017. She noted that she saw only one instance of water usage billed in the 20 CCF range since that time, when usage reached 22.49 CCF in February 2018. She added that there were some instances of double-digit usage around 11.0 CCF.

Ms. [REDACTED] replied that she believed the high usage in February 2018 coincided with a leaking toilet on the property that was addressed. She recalled that during that incident, D.C. Water was able to provide her with detailed water usage information. She noted that this enabled her to pinpoint days on which usage was much higher and determine which toilet was leaking. Ms. [REDACTED] compared this to her ongoing dispute, stating that D.C. Water's inability to provide water usage data made it impossible for her to identify when or where any potential issue might have occurred.

Ms. Gibson confirmed that the property had AMRs in 2018 and did not have them during the disputed period. She reiterated that D.C. Water provides those readings as a courtesy to its customers and is not under any obligation to do so. Ms. [REDACTED] replied that regardless of whether D.C. Water was obligated to provide the readings, that did not negate the possibility that the meter was wrong. Ms. Gibson responded that D.C. Water pulled the meter for testing to ensure the data was accurate. Ms. [REDACTED] noted that this took place ten months after the issue occurred.

Ms. [REDACTED] expressed appreciation for the participants' time.

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 rowhouse with a kitchen sink, four bathrooms, a dishwasher, and a washing machine. Ms. [REDACTED] is currently a tenant. (Testimony of Ms. [REDACTED]).
2. The disputed bills are dated January 9, 2024, for the period of December 9, 2023 to January 9, 2024, in the amount of \$326.86, and dated February 9, 2024, for the period of January 10, 2024 to February 8, 2024, in the amount of \$456.81. (Hearing Notice dated January 28, 2025).
3. The average water bill was \$100 to \$150 prior to the disputed bill. (Testimony of Ms. [REDACTED]).
4. Ms. [REDACTED] testified that she contacted D.C. Water after receiving the bill dated January 9, 2024, and was not provided with usage readings. (Testimony of Ms. [REDACTED]).

5. Ms. [REDACTED] testified that D.C. Water did not offer to inspect or repair the meter. (Testimony of Ms. [REDACTED]).
6. Ms. [REDACTED] testified that, in between the disputed bills, she hired a plumber who found no issues. (Testimony of Ms. [REDACTED]).
7. Ms. [REDACTED] testified that she did not submit a plumber's report. (Testimony of Ms. [REDACTED]).
8. Ms. [REDACTED] testified that she contacted D.C. Water again after receiving the bill dated February 9, 2024, and was told the meter potentially had an issue. (Testimony of Ms. [REDACTED]).
9. Ms. [REDACTED] testified that D.C. Water did not offer to inspect or repair the meter. (Testimony of Ms. [REDACTED]).
10. D.C. Water removed the meter on October 23, 2024, and tested it on November 15, 2024, demonstrating an overall accuracy of 99.07%, which is within the testing standards set by the American Water Works Association of 98.50% to 101.50% and is considered a passing result. (Testimony of Ms. Gibson).
11. D.C. Water's investigation closed on April 11, 2024, determining that an adjustment is not warranted under DC 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. (Testimony of Ms. Gibson).
12. D.C. Water's investigation determined that an underground investigation was unwarranted as usage declined at the time of the investigation. (Testimony of Ms. Gibson).
13. D.C. Water asserted that the bills used actual readings from field reads. (Testimony of Ms. Gibson).
14. D.C. Water asserted that the property's MTU did not transmit AMRs during the disputed period. (Testimony of Ms. Gibson).
15. Ms. [REDACTED] testified that the disputed period was the only abnormal usage in over 10 years. (Testimony of Ms. [REDACTED]).
16. Ms. [REDACTED] testified that the bills returned to normal immediately after submitting a dispute. (Testimony of Ms. [REDACTED]).
17. D.C. Water asserted that water usage fluctuated between the disputed period and the meter replacement in 2024: 16.13 CCF in January, 23.27 in February, 4.86 CCF in March, 6.89 CCF in April, 10.05 CCF in June, 11.80 CCF in September. (Testimony of Ms. Gibson).
18. Ms. [REDACTED] testified that this fluctuation was seasonal and much lower than the disputed usage. (Testimony of Ms. [REDACTED]).
19. D.C. Water asserted that the only other recorded usage over 20 CCF occurred in February 2018. (Testimony of Ms. Gibson).
20. Ms. [REDACTED] testified that this high usage was caused by a leaking toilet that was fixed. (Testimony of Ms. [REDACTED]).
21. D.C. Water asserted that some months of usage were around 11.0 CCF. (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 D.C. Water is incorrect. (21 DCMR 420.7 and 420.8).

2. D.C. 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.")

### 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 customer challenged two consecutive bills that were significantly higher than her typical usage, arguing that D.C. Water's inability to provide automated meter readings during the disputed period cast doubt on the accuracy of the charges. The customer hired a plumber who found no issues on the property, and she contends that the timing of the high usage and its subsequent return to normal levels suggests a meter malfunction.

For its part, D.C. Water investigated the customer's claims and pulled the meter for testing approximately ten months after the disputed period. The meter tested within acceptable accuracy standards at 99.07%, well within the American Water Works Association guidelines of 98.50% to 101.50%. D.C. Water determined that the charges were based on actual field readings obtained by technicians visiting the property, and that the malfunctioning meter transmitting unit (MTU) did not affect the meter's ability to accurately record usage.

The customer's primary argument centers on D.C. Water's inability to provide automated meter readings during the disputed period and the ten-month delay in testing the meter. However, these factors do not establish that the charges were incorrect. The failure of the MTU to transmit readings electronically does not indicate that the meter itself was malfunctioning. As Ms. Gibson explained, the MTU is solely a transmitter device, and the meter continues to record usage independently even when the transmitting unit fails. The billed meter readings document shows

that D.C. Water conducted field reads throughout the disputed period, obtaining actual field readings directly from the meter.

While the customer questions whether a meter could malfunction and then self-correct over the ten-month period before testing, meters do not typically repair themselves. If the meter had been over-registering usage during the disputed period due to a malfunction, this issue would likely have persisted and been detected during testing. The meter's accuracy at 99.07% demonstrates that it was functioning properly.

The customer's assertion that usage returned to normal immediately after filing her dispute is not supported by the billing records. The billed meter readings show that while usage did decrease in March 2024 to 4.86 CCF, it subsequently fluctuated throughout 2024, reaching 10.05 CCF in June and 11.80 CCF in September. This pattern suggests normal seasonal variation rather than a sudden correction following the dispute.

The customer correctly notes that the disputed usage of 16.13 CCF in January and 23.27 CCF in February 2024 was unusually high compared to her historical usage. However, the billing records show one previous instance of comparable high usage at 22.49 CCF in February 2018, which the customer attributed to a leaking toilet that was subsequently repaired. The similarity between these two incidents suggests that the 2024 high usage may have resulted from a similar internal issue that resolved itself, even though the customer's plumber did not identify any problems during the inspection.

Under D.C. Municipal Regulation 408.1, when all checks and tests result in inconclusive findings that provide no reasonable explanation for excessive consumption, no adjustment shall be made to the bill. Here, neither the customer nor D.C. Water could definitively explain the cause of the excess usage during the disputed period. The customer's plumber found no leaks, D.C. Water's testing showed the meter was functioning accurately, and the usage pattern suggests the issue was controlled at the property level.

D.C. Water's investigation was adequate under the circumstances. While the customer expresses frustration with the delay in meter testing, D.C. Water is not required to immediately pull and test every meter when high usage is reported, particularly when field readings are available and the usage subsequently normalizes. The fact that D.C. Water ultimately tested the meter and found it to be accurate supports the validity of the disputed charges.

For the reasons discussed, the determination of D.C. Water that no basis exists to adjust the customer's account due to inconclusive findings is hereby AFFIRMED.



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Carolyn Elefant, Hearing Officer  
Date: May 28, 2025

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