

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

**IN RE:** Sonia Levi  
5203 Back Stretch Blvd  
Upper Marlboro, MD 20772

Account No. [REDACTED]

Case No. 23-55630

Total Amount in Dispute: \$6,468.54

Before Carolyn Elefant, Hearing Officer  
November 19, 2024

The customer contested water bills for the property at [REDACTED] Alabama Ave SE, Washington D.C. The disputed bills are dated August 7, 2023, for the period of June 29, 2023 to July 28, 2023, in the amount of \$1,359.99, dated August 30, 2023, for the period of July 29, 2023 to August 28, 2023, in the amount of \$2,714.61, and dated October 2, 2023, for the period of August 29, 2023 to September 28, 2023, in the amount of \$2,393.94.<sup>1</sup>

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 November 19, 2024, for a remote hearing. Present for the hearing were Sonia Levi on behalf of her property and Stephanie Robinson, Rhona Meyers, and Kim Arrington who appeared on behalf of D.C. Water.

The property involved is a single-family home with four bedrooms, a kitchen, one full bath, two half baths, a washing machine, and a dryer. There is no dishwasher at the property. The property has two outside faucet pipes, one located at the rear of the house and one at the side, with water meter access in the front. The property was occupied by a tenant, [REDACTED], and her five children from January 2021 to January 2024. The property was then vacant up until the three months preceding the hearing. Prior to the disputed bills, the average water bill was in the range of \$100 to \$150 and remained under \$200.

Ms. Levi stated that she was unaware that, according to the Hearing Notice, the hearing was to be conducted for two months of 2023, as she believed all the bills for 2023 were disputed. Ms. Levi noted that her tenant had begun disputing bills in 2023 but she had taken over the process in March 2024 or February 2024, after the tenant left the property. Ms. Levi testified that, prior to this, she was told that the water bill was high, she and her tenant investigated, and no leaks were found. She added that she believed D.C. Water had conducted their own inspection and found no internal leaks.

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<sup>1</sup> The hearing notice dated November 6, 2024 did not identify the bill for the period August 29-September 28, 2023. At the hearing, D.C. Water representatives acknowledged that this bill was also covered by the customer's challenge.

Ms. Levi stated that she called D.C. Water to inform them that she had taken over the tenant's disputes. She noted that she added a dispute for the month she began overseeing the D.C. Water account when she noticed a high bill. Ms. Levi testified that she was unsure why the bills from this period, approximately July 2023 to August 2023 and September 2023 to January 2024, were not included in the Hearing Notice, as she believed they had been disputed. Ms. Robinson asked that it be clarified that the ongoing hearing was for three disputed bills.

Ms. Levi stated that she was told there would be an administrative hearing in April 2024 for which she would receive results for that same month. Ms. Levi stated that she had been confused by the conflicting information given by D.C. Water.

The Hearing Notice dated November 6, 2024, lists two disputed bills, one for the period of June 29, 2023 to July 28, 2023, in the amount of \$1,359.99, and one for the period of July 28, 2023 to September 28, 2023, in the amount of \$2,393.94. Ms. Robinson testified that D.C. Water had three disputed bills on file for the ongoing hearing, dated August 7, 2023, for the period of June 29, 2023 to July 28, 2023, in the amount of \$1,359.99, dated August 30, 2023, for the period of July 28, 2023 to August 28, 2023, in the amount of \$2,714.61, and dated October 2, 2023, for the period of August 29, 2023 to September 28, 2023, in the amount of \$2,393.94.

Ms. Levi stated that she believed the bills beyond this time period up until December 2023 had been disputed by her tenant and noted that she had disputed bills for billing periods in 2024. Ms. Robinson responded that D.C. Water had no record of a dispute for the December 2023 bill.

Ms. Robinson stated that D.C. Water received written disputes for bills dated January 30, 2024, February 29, 2024, and March 28, 2024, on July 1, 2024, which were deemed untimely. Ms. Robinson testified that D.C. Water sent Ms. Levi a pre-investigation communication letter informing her the disputes for those three bills were untimely on September 12, 2024. Ms. Robinson explained that Ms. Levi then had 15 days from the date of that letter to submit a petition for a hearing, which D.C. Water did not receive.

Ms. Levi replied that she had responded to the pre-investigation communication letter by calling and sending an email to dispute the charges, as she believed that the problem was caused by a faulty water meter, not negligence on her part. Ms. Levi testified that the water meter had been malfunctioning since 2023, which led to inaccurate bills. Ms. Levi stated that D.C. Water was aware that she was not at fault, as she had received confirmation that all 2024 water bills had been removed and that she would not be charged for them. She suggested that her response had not been received due to miscommunication or misdirected emails during the lengthy back-and-forth with documents.

Ms. Levi added that she was currently examining an email where D.C. Water had informed her that she was not going to be charged for any problem involving the 2024 water bills. Ms. Robinson stated that a bill correction for a period of 2024 was made when the meter was replaced for shop testing. She clarified that D.C. Water's initial outreach regarding the billing was inaccurate, so the billing department issued a correction. Ms. Robinson testified that the bills for the period of January 30, 2024, to August 28, 2024 and that the bills for this period were cancelled

and a new bill would be sent. *See also* IR at 6 (Customer Communication 9/12/2024). Ms. Levi corroborated that D.C. Water gave her the same information. Neither party offered testimony regarding whether a corrected bill for the period January 30, 2024 through August 28, 2024 had been issued.

Ms. Robinson clarified that, while the bill correction covered the bills Ms. Levi had disputed for January 30, 2024, February 29, 2024, and March 28, 2024, the disputes themselves were deemed untimely. She explained that when the timely administrative hearing petition was filed for the three bills under dispute, D.C. Water followed standard procedure by pulling the meter for shop testing and the account was reviewed. Ms. Robinson stated that during this process, it was discovered that the account had originally been billed based on an inaccurate estimate, and a correction was made to reflect accurate usage. Ms. Robinson clarified that no investigation was conducted on the untimely disputes. Ms. Robinson stated that this information was conveyed to Ms. Levi in an email dated September 12, 2024 in a pre-investigation communication (PIC) letter.

Ms. Levi stated she submitted a dispute on March 23, 2024, and possibly a dispute in February 2024. She added that she then received a call from D.C. Water on July 1, 2024, informing her that she needed to include the specific amount of the bill in the dispute, which she then did.

Ms. Levi testified that when she took over the disputes, she was informed that all 2023 bills were included in the ongoing dispute and was told to expect a hearing in April 2024. Ms. Levi stated that she received no updates despite repeatedly calling for clarification. Ms. Levi recalled that she was not informed that her meter had been replaced because it was faulty until July 2024. Ms. Levi reiterated that she filed disputes as directed in March 2024, but she did not include the disputed amounts in her submissions because she was unaware this was required. Ms. Levi concluded that she followed the instructions given to her at the time. Ms. Arrington retorted that D.C. Water had no record of Ms. [REDACTED] disputing bills from early 2023.

Ms. Levi noted that D.C. Water called her multiple times during the period of irregular usage. Ms. Levi testified that she informed D.C. Water that there were no issues inside the house and no leaks on the outside of the house, so she and her tenant were unsure of the cause of the sporadic usage. She added that her meter readings indicated that hundreds or thousands of gallons of water were being used sporadically, which appeared illogical to her.

Ms. Arrington reiterated that D.C. Water was present at the hearing to focus on the three bills that were properly disputed. Ms. Arrington stated D.C. Water has no record of the disputes Ms. Levi had mentioned or any administrative hearing petitions submitted for disputes in 2024. She noted that Ms. Levi was informed via letter that the 2024 disputes were untimely but was given the opportunity to submit an administrative hearing petition, which was not received. Ms. Arrington concluded that, as a result, those additional bills could not be included in the current hearing by D.C. Water.

Ms. Levi replied that she recalled sending the documentation into the bill dispute. Ms. Levi stated that she had records of two emails sent to D.C. Water, one dated September 13, 2024. Ms. Robinson stated that D.C. Water had no record of such an email and that their records showed that

Ms. Levi spoke with the Contact Center on September 13, 2024. Ms. Levi responded that she had spoken with a representative on September 13, 2024, and emailed D.C. Water following the call.

Ms. Arrington restated that the 2024 disputes were untimely and requested that Ms. Levi forward the email showing the date she submitted the administrative hearing petition. She noted that, according to D.C. Water policy, untimely disputes result in a formal request for dismissal of a hearing. Ms. Arrington stated that if Ms. Levi could provide evidence of submission within the 15-day timeframe, the disputes would be accepted.

Ms. Levi reiterated that she had access to an email that confirmed she had sent in the relevant documentation. The Hearing Officer requested that Ms. Levi forward all materials related to the untimeliness and the January, February, and March 2024 bills by November 20, 2024. The Hearing Officer explained that the current hearing would focus on the three bills without disagreement over their inclusion.

Ms. Levi stated that she became aware of the irregular usage through high usage alert notifications sent to her phone. Ms. Levi recalled that the notifications indicated high water usage at 3:00 AM, a time when she did not believe anyone would be using a significant amount of water. Ms. Levi testified that the notifications were sent directly to her, not her tenant, despite the bill being in the tenant's name. Ms. Levi noted that, after receiving the alerts, she would contact her tenant, but no issues would be found in the home that could explain the high volume of water usage. She recalled that her tenant filed a dispute under advisement from D.C. Water when the bill became too high for Ms. [REDACTED] to afford. Ms. Levi noted that she was not involved in the process at that point. Ms. Levi stated that she believed D.C. Water visited the property to inspect the meter on the outside and concluded that there were no issues.

Ms. Levi testified that she first became involved with the disputes when she called D.C. Water in February 2024, after her tenant moved out in January 2024. Ms. Levi stated that the bills were still high at this time. She explained that she then learned about the ongoing bill dispute and confirmed with a supervisor that it could be transferred to her name to continue the process. Ms. Levi stated that she was instructed to continue to dispute every high water bill, which she did by submitting monthly reports, including pictures, and sending emails about the excessive water consumption. Ms. Levi testified that at that time there was no one in the property, the water was turned off, and no leaks were found, making the continuing irregular water bills inexplicable to her.

Ms. Levi stated that she continued to call D.C. Water, who informed her that there was a backlog of meters to be checked and advised her to continue disputing each bill in the meantime. She explained that she followed this guidance, submitting disputes monthly until July 2024, when she was instructed to include the specific amounts for each disputed bill, which she then began to do.

Ms. Levi testified that a plumber had inspected the property in January 2024 and had found no leaks. She added that she had not submitted the Plumber's Report. The Hearing Officer informed Ms. Levi that the Plumber's Report was not needed for the ongoing hearing but advised holding onto the report to present it if a separate hearing on the other bills occurred.

Ms. Levi stated that usage at the property had decreased. Ms. Levi noted that when she contacted D.C. Water, she was informed that the issue likely involved the water meter. She reiterated that no one was living on the property, there were no leaks inside or outside, and there was no water buildup anywhere on the property. Ms. Levi concluded that she had called D.C. Water and did her due diligence by following their instructions.

Ms. Arrington inquired whether the property was currently occupied, noting that the meter showed water usage for approximately three months leading up to the hearing. Ms. Levi confirmed that it was.

Ms. Arrington asked to confirm that the plumber inspected the property in January 2024 due to the high bills received in 2023. Ms. Levi added that the property was visited both before the tenant's departure and after, and no leaks were identified during either inspection.

Ms. Levi stated that she believed the usage decreased in March 2024 or April 2024, around the time D.C. Water tested and removed the meter. Ms. Arrington stated that usage declined in December 2023 and asked that Ms. Levi submit her Plumber's Report. Ms. Arrington stated that usage at the property went down to zero, presumably once the tenant left. Ms. Levi responded that zero usage was not reflected in the bill amount she had received. Ms. Arrington replied that actual usage on the property's old meter indicated that some of the consumption did decrease.

Ms. Arrington explained that the January 2024 bill was based on a field reading while the bill prior to that had been estimated. Arrington noted that the bills indicated a usage amount of 52.37 CCF for one month and 25.50 CCF for the other. Ms. Arrington stated that, when combining the usage from both bills, the total consumption for the period from November 30, 2023, to January 29, 2024, was 77.87 CCF. She acknowledged that while Ms. Levi might still find this amount high, usage did decline during that timeframe. Ms. Levi responded that her tenant had begun moving belongings out of the property before the official move-out date and was not fully residing at the property during that time.

The Hearing Officer requested that Ms. Levi submit her Plumber's Report along with her other documentation.

Ms. Robinson testified that D.C. Water's position is that no adjustment is warranted. She explained that the charges on the bills dated August 7, 2023, August 30, 2023, and October 2, 2023, were built based on actual meter readings.

Ms. Robinson stated that on August 21, 2023, a D.C. Water service technician attempted to perform an underground inspection, but the tenant was not home to shut off the inside service valve and the work order was not completed. Ms. Robinson added that Ms. [REDACTED] was responsible for rescheduling the appointment. Ms. Robinson noted that the technician observed registration on the meter, indicating a leak between the meter and the service line. She stated that the technician then requested another department place a curb stop at the property line to determine responsibility for the leak. Ms. Robinson testified that on August 31, 2023, D.C. Water returned to the property, placed the curb stop, and determined that the leak was on the property owner's

side. Ms. Robinson stated that a notice was subsequently served to the occupant, advising that under the District Municipal Regulations, if the Authority determines the leak is on the private side, the property owner is responsible for hiring a registered Master Plumber to make the repairs at their own expense. Ms. Robinson referred to page 38 of 49 in the Interaction Records, which indicated that on September 11, 2023, Ms. [REDACTED] stated that a plumber repaired a leak in the home on September 9, 2023.

Ms. Robinson stated that on October 23, 2023, a D.C. Water service technician made another attempt to perform an underground inspection, but the tenant did not know where the inside service valve was located. Ms. Robinson added that, once again, the technician observed activity on the meter and referred the work order to another department to place a curb stop at the property line to reassess responsibility. Ms. Robinson noted that the work order was not completed.

Ms. Robinson stated that D.C. Water's investigation closed on December 8, 2023, and the bill investigation report letter was emailed to Ms. [REDACTED] on March 4, 2024. Ms. Robinson testified that Ms. Levi then spoke with the Contact Center and informed D.C. Water that Ms. [REDACTED] had moved out and the property was vacant. Ms. Robinson noted that, on a separate call on March 4, 2024, Ms. Levi contacted D.C. Water to find out if the service was disconnected, mentioning that people were in and out of the property. She stated that at that time, D.C. Water referred Ms. Levi to their Emergency Command Center.

Ms. Robinson stated that the meter ID number 83011058, which serves the property, was removed on April 2, 2024, and tested on April 12, 2024, for accuracy. Ms. Robinson reported that the meter demonstrated an overall accuracy of 100.01%, 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. Robinson added that D.C. Water's investigation did not disclose a meter overread or faulty computation.

Ms. Robinson testified that D.C. Water's investigation determined that there was a leak on the private side of the property and noted that a Plumber's Report was not submitted to help determine if an adjustment was warranted. Ms. Robinson reiterated Ms. Arrington's statement that usage on the meter declined prior to when the meter was pulled for testing on April 2, 2024. Ms. Robinson stated that under District Municipal Regulation 407.4, if a leak is determined to be on private property or under the control of the owner or occupant, the owner or occupant is responsible for repairing the leak. Ms. Robinson added that the General Manager may, at their discretion and upon the owner's request, 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. Ms. Robinson concluded that D.C. Water did not receive a Plumber's Report within the 30 calendar days after the December 8, 2023, decision letter was issued, and that no adjustment was therefore warranted.

The Hearing Officer asked D.C. Water to indicate where the materials included a copy of the letter informing the customer, presumably the tenant at the time, of the requirement to repair the leak and apply for an adjustment. Ms. Robinson responded that the letter, dated December 8, 2023, is part of the bill investigation report and specified that no adjustment was warranted under

District Municipal Regulation 407.4. Ms. Robinson added that the letter listed the three disputed bills and provided a link to the regulations for further details.

The Hearing Officer questioned whether the tenant was explicitly informed, aside from the letter, that a leak was found on their side and that repairs needed to be made within 30 days to qualify for an adjustment. Ms. Robinson stated that the technician's work order indicated a notice was served but did not specify whether it was handed directly to the tenant or left on the door. She noted that while the letter did not explicitly mention the 30-day timeframe, the provided link led to the regulation, which outlines the requirement to submit the Plumber's Report within 30 days.

Ms. Levi stated that she did not recall receiving a notice from her tenant or something left by a technician regarding a leak and the need to have it repaired. Ms. Levi testified that she was never made aware of a leak on her side of the property. She added that she believed issues began occurring after D.C. Water made changes to the water line. Ms. Levi noted that she believed these changes indicated that the meter was the problem, as no leaks were found inside the house. Ms. Levi concluded that the high water consumption at sporadic times, such as 2:00 AM, was also inconsistent with normal usage patterns, like washing clothes.

Ms. Robinson noted that the service lines were repaired in March 2022 and copper lines were installed on March 14, 2022, outside the disputed billing periods. Ms. Robinson explained that no repairs were made following the work order with a scheduled start of August 31, 2023, or subsequent requests. She clarified that each time a customer requests an underground inspection, a new service order is created, and a different crew may respond. Ms. Robinson stated that each visit involves checking for leaks, and if the crew determines that water is registering and there is no curb stop at the location, one may need to be brought out again. Ms. Robinson concluded that this process accounted for the repeated visits and work orders.

Regarding the August 2023 determination that the leak was on the homeowner's side, Ms. Robinson noted that technicians typically require access to the property to shut down the inside service valve to determine the source of the leak. Ms. Robinson stated that, by shutting off service from the outside, they can establish whether the issue lies between the property and the meter or between the meter and the public side. Ms. Robinson testified that on the two occasions D.C. Water visited, the tenant was either unavailable or unable to locate the service valve. Ms. Robinson stated that in such cases, D.C. Water is still able to perform partial inspections and observe water registering on the meter. She added that if the technicians are able to shut the service off, they can determine if water is being wasted.

Ms. Levi stated that she believed that a plumber replaced a valve on a dripping faucet in December 2023 and that she had no knowledge of any repairs made for the underground leak. Ms. Arrington restated that water usage reads began to decline at the time of the two-month read from November 30, 2023, to January 29, 2024. Ms. Levi noted that her tenant had an issue in her home, leading her to stay with her mother for most of October 2023 to December 2023. Ms. Levi stated that Ms. [REDACTED] began moving out during this period and fully moved out by late December 2023 or early January 2024. She confirmed that the tenant was no longer living at the property from January 2024 onward.

Ms. Robinson explained that field reads were conducted on October 27, 2023, and November 29, 2023, as AMR reads were unable to be obtained. Ms. Robinson noted that the field reads were considered actual meter reads as the technician was able to lay eyes on the actual meter and visually inspect it. Ms. Robinson confirmed that an AMR reading would have been transmitted from the meter to D.C. Water. These two field reads were conducted outside the disputed period.

Ms. Arrington apologized on behalf of the Authority for Ms. Levi's unsatisfactory customer experience and acknowledged that Ms. Levi felt she had received conflicting information. Ms. Arrington expressed hope that the hearing provided useful information that could be helpful in the future. Ms. Levi thanked Ms. Arrington for the apology and explained that sorting out this situation had been very heavy on her.

Ms. Levi stated her frustration over the conflicting information. She mentioned that, despite being informed that she would receive a three-month bill, she continued to receive monthly bills and was never given a three-month bill. Ms. Levi stated that she had been informed the remainder of her charges were on hold, and being told otherwise was causing her additional stress. Ms. Arrington stated that it was not her intention to cause Ms. Levi additional stress, only to clarify D.C. Water's policy and provide information regarding her account. Ms. Arrington explained that while the account is on hold, meaning no late charges are being applied, any undisputed bills or bills for which an administrative hearing petition was not submitted become payable within 30 days of the decision.

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, a kitchen, one full bath, two half baths, a washing machine, a dryer, and two outside faucet pipes, one located at the rear of the house and one at the side, with water meter access in the front. There is no dishwasher. (Testimony of Ms. Levi).
2. The property was occupied by a tenant, [REDACTED], and her five children from January 2021 to January 2024. The property was then vacant up until the three months preceding the hearing. (Testimony of Ms. Levi).
3. The disputed bills are dated August 7, 2023, for the period of June 29, 2023 to July 28, 2023, in the amount of \$1,359.99; dated August 30, 2023, for the period of July 28, 2023 to August 28, 2023, in the amount of \$2,714.61; and dated October 2, 2023, for the period of August 29, 2023 to September 28, 2023, in the amount of \$2,393.94. (Testimony of the parties).
4. The average water bill was in the range of \$100 to \$150 and remained under \$200 prior to the disputed bills. (Testimony of Ms. Levi).
5. D.C. Water asserted that the Hearing Notice dated November 6, 2024, which lists two disputed bills, one for the period of June 29, 2023 to July 28, 2023, in the amount of \$1,359.99, and one for the period of July 28, 2023 to September 28, 2023, in the amount of \$2,393.94, is incorrect and provided three disputed bill dates. (Testimony of Ms. Robinson).



6. Ms. Levi took over the dispute process from her tenant in February 2024 after her tenant began her move out in October 2023 and formally vacated in January 2024. (Testimony of Ms. Levi).
7. D.C. Water had no record of a dispute for the December 2023 bill that Ms. Levi claimed existed. (Testimony of Ms. Robinson).
8. D.C. Water asserted that the disputes for January 30, 2024, February 29, 2024, and March 28, 2024, which were received on July 1, 2024, were untimely. (Testimony of Ms. Robinson).
9. D.C. Water sent a pre-investigation communication letter informing her the disputes for those three bills were untimely on September 12, 2024, and noted that the customer did not submit an administrative hearing petition within 15 days of receiving D.C. Water's decision on the customer's disputes. (Testimony of Ms. Robinson).
10. Ms. Levi testified that she had responded to the pre-investigation communication letter.
11. D.C. Water billed the account based on an inaccurate estimate and cancelled the bills for the period of January 30, 2024 to August 28, 2024 with the intent to issue a corrected bill. (Testimony of Ms. Robinson).
12. No testimony was provided by either the customer or D.C. Water that a corrected bill had been issued.
13. Ms. Levi testified she submitted a dispute on March 23, 2024, and updated her disputes to include bill amounts by request of D.C. Water on July 1, 2024. (Testimony of Ms. Levi).
14. D.C. Water asserted that they would not refuse to accept a dispute solely because the amount of the bill was not listed on it. (Testimony of Ms. Arrington).
15. Ms. Levi testified that she received multiple calls and high notification alerts from D.C. Water regarding the high usage. (Testimony of Ms. Levi).
16. Ms. Levi testified that she emailed D.C. Water on September 13, 2024, regarding the bill dispute. (Testimony of Ms. Levi).
17. D.C. Water asserted that they had no record of such an email and that their records showed that Ms. Levi spoke with the Contact Center on September 13, 2024. (Testimony of Ms. Robinson).
18. D.C. Water unsuccessfully attempted to conduct an underground inspection on August 21, 2023, but observed activity on the meter and referred the work order to another department to place a curb stop at the property line to reassess responsibility. (Testimony of Ms. Robinson).
19. D.C. Water returned to the property, placed the curb stop, and determined that the leak was on the property owner's side on August 31, 2023. (Testimony of Ms. Robinson).
20. D.C. Water asserted that on September 11, 2023, Ms. [REDACTED] stated that a plumber repaired a leak in the home on September 9, 2023. (Testimony of Ms. Robinson, Interaction Records).
21. D.C. Water unsuccessfully attempted to conduct an underground inspection on October 23, 2023, but observed activity on the meter and referred the work order to another department to place a curb stop at the property line to reassess responsibility. This was not completed. (Testimony of Ms. Robinson).
22. On December 8, 2023, D.C. Water closed their investigation, and the bill investigation report letter was emailed to Ms. [REDACTED] on March 4, 2024. (Testimony of Ms. Robinson).
23. Ms. Levi testified that a plumber inspected the property in January 2024 and no leaks were discovered, but she had not submitted a Plumber's Report. (Testimony of Ms. Levi).

24. D.C. Water removed the meter on April 2, 2024, and tested it on April 12, 2024, demonstrating an overall accuracy of 100.01%, within the guidelines of the American Water Works Association standards of 98.5% to 101.50%. (Testimony of Ms. Robinson).
25. D.C. Water's investigation determined that an adjustment is not warranted under District Municipal Regulation 407.4, if a leak is determined to be on private property or under the control of the owner or occupant, the owner or occupant is responsible for repairing the leak, as D.C. Water did not receive a Plumber's Report within the 30 calendar days after the December 8, 2023, decision letter was issued. (Testimony of Ms. Robinson).
26. D.C. Water's decision letter did not explicitly mention the 30-day timeframe, but the provided link led to the regulation. (Testimony of Ms. Robinson).
27. Ms. Levi testified that she did not recall receiving a notice from her tenant or something left by a technician regarding a leak and the need to have it repaired. (Testimony of Ms. Levi).
28. Ms. Levi testified that a plumber replaced a valve on a dripping faucet in December 2023 and that she had no knowledge of any repairs made for the underground leak. (Testimony of Ms. Levi).
29. D.C. Water asserted that field reads were conducted on October 27, 2023, and November 29, 2023, as AMR reads were unable to be obtained. (Testimony of Ms. Arrington).

#### CONCLUSIONS OF LAW

1. The burden of proof is on the customer to show, by a preponderance of evidence, that the decision of 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 the investigation indicates a possible leak in the underground service pipe, 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, or

the result of infrastructure for which the owner or occupant is responsible for maintaining 21 DCMR 407.2.

4. 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.
5. The adjusted amount, in accordance with § 407.4, shall not exceed 50% of the excess water usage over the average consumption of water at the same premises for up to three (3) previous comparable periods for which records are available. The General Manager may take the following into consideration in determining whether there should be a reduction in the bill(s):
  - (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 30 calendar days after the bill investigation report is issued 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 and Regulatory Affairs; and
  - (d) The request for adjustment has been made in accordance with § 402.1 (a).21 DCMR 407.5.
6. The General Manager may, at their discretion, adjust up to 100% of the excess sewer charges resulting from an underground leak if it is determined that the excess water usage did not enter the wastewater system.” 21 DCMR 407.6.
7. Challenges will be deemed to be filed untimely as follows:(a) Challenges under § 402.1(a) will be untimely if made more than twenty (20) days after the bill date.” 21 DCMR 402.2.

### DECISION

This is a case where the customer claims that she should not be held responsible for the excess charges due to a faulty meter and an underground leak that D.C. Water discovered but that the customer was never told about. As discussed, the preponderance of evidence shows that an adjustment, or at least an opportunity to seek an adjustment is warranted because D.C. Water did not notify the customer of her rights under 21 DCMR 407.5 to repair the leak and seek an adjustment.

## I. Timeliness of Disputes

Before reaching the merits, I must address the timeliness of the customer's challenges. There is no dispute that the customer's challenges to the bills for the periods of (1) June 29, 2023 to July 28, 2023, (2) July 28, 2023 to August 28, 2023 and (3) August 29, 2023 to September 28, 2023, were timely and are properly within the scope of this proceeding. The customer, however, claims that she filed an additional dispute for a December 2023 bill, and also for bills dated January 30, 2024, February 29, 2024 and March 29, 2024.

With regard to the December 2023 bill, D.C. Water said it had no record of a customer challenge, which is corroborated by the Investigative Report (IR) which does not contain a customer challenge either. I gave the customer an opportunity to submit documentation of the dispute but the information provided pertained to disputes for March and April 2024, not December 2023. Accordingly, I find that the customer never disputed the December 2023 bill and therefore, it cannot be addressed in this proceeding.

As for the bill challenges for January, February and March 2024, I need not reach the issue of timeliness because D.C. Water cancelled those bills, thus invalidating any dispute, timely or not, because a non-existent bill cannot be challenged. This result is consistent with D.C. Water's handling of the customer's timely challenge to a bill dated April 30, 2024, which was also cancelled and invalidated the dispute. *See Robinson Testimony and IR at 6 (Customer Note dated September 12, 2024).*

D.C. Water said that a corrected bill for the period January 30, 2014 through August 28, 2024 would be issued. The customer testified that she had not received a corrected bill. When the corrected bill is issued (if it has not been already), the customer may challenge it, provided that the challenge is made within 20 days of the bill date as required by 21 DCMR 402.2. Any such future challenge to the 2024 bills is beyond the scope of this proceeding.

## II. Challenge to Excess Charges

The customer contended that she should not be responsible for the excess charges because the meter was faulty (Customer Testimony) and because an underground inspection was not conducted. (Customer AHP dated December 8, 2023).

I find that the customer did not satisfy her burden of showing that the meter was to blame for the excess charges. The customer did not offer evidence that the meter was faulty whereas D.C. Water pulled and shop tested the meter in April 2024 and determined that it was operating within an acceptable range of accuracy. In addition, water usage began declining in December 2023, several months before the meter was removed for testing. (*See D.C. Water testimony and Billed Reads*).

As to the customer's contention that D.C. Water failed to inspect for an underground leak, she is mistaken. Although initially, D.C. Water was unable to conduct its inspection because the customer was not home (Work Order dated August 21, 2023 and Robinson Testimony), a

technician returned on September 6, 2023 and found a leak on the homeowner's side. (work Order dated September 6, 2023).

Under 21 DCMR 407.4, if an underground leak is determined to be on private property or on property under the owner's control, the owner shall repair the leak. The owner is then eligible for an adjustment under 21 DCMR 407.5 if there is no evidence of negligence, the owner has repaired the leak within 30 days after the bill investigation report is issued, the owner provides evidence that repairs were made by a D.C. plumber and the adjustment request is made in accordance with 21 DCMR 402.1. In addition, the General Manager may adjust up to 100% of the excess sewer charges resulting from an underground leak if it is determined that the excess water usage did not enter the wastewater system." 21 DCMR 407.6.

The customer testified that neither she nor her tenant were ever notified of an underground leak. According to D.C. Water, the work order dated September 6, 2024 contains an annotation "called crew....to serve notice," showing that the customer was alerted to the leak. But the record lacks a copy of the notice or any other proof that the notice of the leak was actually provided to the customer. Absent this information regarding the notice, I credit the customer's testimony that D.C. Water never told her about the leak.

D.C. Water also cites the Bill Investigation Report (BIr0 letter dated December 8, 2023 as proof of notice of the leak and the customer's potential remedies under 21 DCMR 407.5. The letter states in relevant part that:

No adjustment is warranted under District of Columbia Municipal Regulations Title 21 Section(s) 407 for the following bill(s): 08/07/23 through 10/02/23. Please see <https://www.dcregs.dc.gov/Common/DCMR/ChapterList.aspx?TitleNum=21> for details on the section indicated.

The letter simply denies an adjustment under 21 DCMR 407 without explanation. The letter does not mention the discovery of an underground leak or explain how the customer might seek an adjustment. Even the link in the letter does not directly display Section 407, but instead lists all of D.C. Water's regulations – which would be highly confusing to a customer:



Mayor Muriel Bowser

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Show 50 entries

Search: 

Chapter Number	Chapter Heading	
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<a href="#">21-2</a>	PUBLIC SEWER SYSTEM	
<a href="#">21-3</a>	WATER METERS	
<a href="#">21-4</a>	CONTESTED WATER AND SEWER BILLS	
<a href="#">21-5</a>	WATER QUALITY AND POLLUTION	
<a href="#">21-6</a>	RIPARIAN RIGHTS AND WATER PRIVILEGES	
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<a href="#">21-17</a>	BIO SOLIDS MANAGEMENT	
<a href="#">21-18</a>	WELL CONSTRUCTION, MAINTENANCE, AND ABANDONMENT STANDARDS	

In light of the foregoing evidence, I conclude that the customer was not notified of the underground leak or afforded an opportunity to avail herself of the remedy to request an adjustment under 21 DCMR 406.5. On remand, D.C. Water is directed to contact the customer and explain both the process and applicable deadlines for seeking an adjustment for excess water charges under Section 406.5 and to provide any additional information about the leak location to facilitate repairs by a plumber engaged by the customer. D.C. Water shall afford the customer 30 days to complete the repairs from the date D.C. Water contacts the customer.

With regard to excess sewer charges, I find that D.C. Water erred by failing to consider an adjustment of 100 percent of the charges under 21 DCMR 407.6. Section 407.6 does not require customer repairs as a prerequisite to obtaining an adjustment for excess sewer charges. Instead, a customer qualifies for an adjustment if it is determined that the excess water usage did not enter the wastewater system.

For the reasons discussed, the only charges under review in this proceeding are for the period June 29, 2023 through September 28, 2023. With respect to those charges, the determination of D.C. Water that no basis exists to adjust the customer's account is VACATED and this case is remanded to D.C. Water to (1) afford the customer an opportunity to request an adjustment to excess water charges under 21 DCMR 407.5 consistent with the instructions in this decision and (2) grant an adjustment for 100 percent of excess sewer charges if it is determined that the excess water usage did not enter the wastewater system.



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Carolyn Elephant, Hearing Officer

Date: January 3, 2025

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Sonia Levi  
5203 Back Stretch Blvd  
Upper Marlboro, MD 20772

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

**IN RE:** Catherine Webster  
131 N Washington St. Apt.2  
Alexandria, VA 22314  
c/o jack.schwinn@mcepm.com

Account No. [REDACTED]  
Case Nos. 24-85855  
24-124286

Total Amount in Dispute: \$2,373.55

Before Carolyn Elefant, Hearing Officer  
January 30, 2025

The customer contested water bills for the property at [REDACTED] 34th St NW, Washington D.C. The disputed bills are dated October 17, 2023, for the period of September 12, 2023 to October 10, 2023, in the amount of \$1,243.69 and dated November 9, 2023, for the period of October 11, 2023 to November 8, 2023, in the amount of \$1,129.86.

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 January 30, 2025, for a remote hearing. Present for the hearing were Jack Schwinn, acting as the property manager, and Stephanie Robinson, Rhona Meyers, and Kimberly Arrington who appeared on behalf of D.C. Water.

The property involved is a single-family townhouse with a kitchen, four bedrooms, a washer and dryer, and two and a half baths. The lease of the four tenants who occupied the property at the time of the disputed bills began on August 5, 2023, one month before the increased usage occurred. The building is currently managed by Mr. Schwinn, but the owners, Ms. Bourjaily and Ms. Webster, used Tony McConkey and his team for management at the time of the incident.

Mr. Schwinn noted that, as he was not responsible for the property at the time of the disputed bills, he was utilizing reports from the previous management company. Mr. Schwinn explained that there was a burst pipe in the second-floor bathroom wall on September 29, 2023, which the previous management company hired a plumber to repair. The Plumber's Report indicates that the damaged section of the pipe was replaced, and an access panel was installed for future access.

Mr. Schwinn stated that on October 10, 2023, the property manager made the plumber aware of the high-usage notification for the property and an inspection was completed. The plumber identified a leak in the water main at the junction entering the home from the outside and made an emergency repair. The coupling had a steady leak that was draining underneath the house and was not visible to anyone. Mr. Schwinn testified that since the excess water usage notifications continued throughout October, the plumber returned and discovered a running toilet upstairs. Mr.



Schwinn stated that he was unable to determine if the toilet had been an issue throughout the process or had arisen after the initial repairs were made.

Mr. Schwinn noted that usage returned to normal in the December 2023 invoice. He added that the Plumber's Report dated October 25, 2023, outlined that their professional opinion was that the greatest loss of water arose from the outside leak, not the burst pipe or running toilet. Mr. Schwinn concluded that the McConkey team had submitted the appeal for the disputed bills because of the loss of water underneath the house.

Ms. Robinson 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. Ms. Robinson added that D.C. Water's investigation did not disclose a meter overread or faulty computation. Ms. Robinson stated that high usage notification alerts were sent to the phone number on file prior to the disputed period.

Ms. Robinson noted that D.C. Water had received the Plumber's Report dated October 25, 2023. She summarized the Report, noting that a busted pipe was repaired on September 29, 2023, a leak in the water main was discovered and an emergency repair was made on October 10, 2023, and a running toilet was identified on October 24, 2023. Ms. Robinson stated that D.C. Water acknowledged receipt of the dispute for the bill dated October 17, 2023, on November 16, 2023, and clarified that the Plumber's Report needed to be submitted on company letterhead with itemized charges. Ms. Robinson noted that on November 29, 2023, D.C. Water received a payment receipt dated November 12, 2023, and a Plumber's Report dated November 29, 2023, both from Anna's Handymen. Ms. Robinson added that both documents only referenced the defective toilet, with no mention of the repairs on the main service line.

Ms. Robinson stated that D.C. Water did not perform an underground investigation because the cause of the wasted water was determined to be controlled at the property. She explained that D.C. Water's investigation closed on January 9, 2024, concluding that an adjustment was not 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. Robinson testified that on January 23, 2024, D.C. Water received the signed hearing petition along with a copy of a Plumber's Report from Anna's Handyman dated October 10, 2023. Ms. Robinson noted that the Plumber's Report indicated the invoice was for a partial bill and that a final bill would be issued once the duration of the repair was confirmed. Ms. Robinson stated that D.C. Water determined that a complete repair was not considered the same as replacing the infrastructure on the service line.

Ms. Robinson stated that the meter that serves the property was removed on July 26, 2024, and tested the same day for accuracy. Ms. Robinson reported that the meter demonstrated an overall accuracy of 99.75%, within the testing standards set by the American Water Works Association. 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. Robinson explained that, after receiving the additional Plumber's Report for the coupling repair dated October 10, 2023, D.C. Water maintains its original position that no adjustment is warranted. Ms. Robinson clarified that this position was now due to DC Municipal Regulation 407.2, which states that if the investigation indicates a possible leak in an underground service pipe, 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, or the result of infrastructure for which the owner or occupant is responsible for maintaining and repairing. Ms. Robinson concluded that D.C. Water determined that the disputed charges are valid.

Ms. Robinson expanded on the 407 regulations that allowed D.C. Water's conclusion that the repair to the couplings was not covered, as opposed to a repair to the infrastructure that could potentially qualify for an adjustment. Ms. Robinson noted that the pipe in the crawl space, which was not visible to the customer, would not be considered an underground leak. She clarified that an underground leak is defined as affecting water usage to the infrastructure. Ms. Robinson stated that the repair was completed on the coupling, essentially a sleeve that slides over the pipe itself. Ms. Robinson testified that this was not a complete replacement of the pipe, but something affixed to the pipe. Ms. Robinson noted that D.C. Water was made aware of this coupling repair when the petition was first submitted.

Mr. Schwinn stated that it appeared to him as though there was a loss of water due to an underground defect, given that the coupling repair was completed on a portion of the service line that was underground. He noted that the location of the damage was difficult to determine until the plumber was able to undertake an in-depth repair. Mr. Schwinn concluded that the customer's position was that a portion of the bill should be reimbursed, given the nature of the underground repair. He added that he was unsure why a repair would negate the claim and a replacement would not.

Ms. Arrington explained that the work done fixed the problem, but that the issue could arise again since the actual pipe was not replaced. Ms. Arrington stated that D.C. Water thus considered the coupling repair a temporary fix.

Mr. Schwinn asked if the customer would have been reimbursed if the plumber had fully replaced the section of the pipe under discussion. Ms. Robinson confirmed that it would have been, as there would be no concerns that the issue could potentially recur at the property.

Mr. Schwinn queried whether the customer could then replace the section now and provide documentation proving the replacement to receive reimbursement. Ms. Robinson replied that the time to do so had expired, outlining that the regulations state the deadline for repairs to be completed is 30 days after submission of the Bill Investigation Report to the customer. Ms. Robinson added that anything completed after this deadline is considered untimely. Ms. Robinson concluded that, as a hearing was ongoing, the outcome of the case would now be determined by the Hearing Officer.

Mr. Schwinn asked if the responsibility of maintenance on this underground section of the pipe fell on D.C. Water or the property owners. Ms. Robinson replied that the section in question was on private space and thus the responsibility of the property owners.

Mr. Schwinn responded that he understood D.C. Water's position. He noted that, based on his interpretation of the reports, the solution appeared to have been a simple repair to a leak. Mr. Schwinn added that the property had experienced no subsequent leaks for over a year, indicating that the pipe had been repaired to a suitable point of satisfaction. Mr. Schwinn stated that it seemed reasonable for future water leaks not to be covered, as D.C. Water could point to this repair as a "smoking gun", but that he could not understand why this initial situation was not covered. Mr. Schwinn pointed out that, as the property had tenants at the time of the leak, the owners were potentially unable to replace the section given the need to provide hot water to them every day of the week. He noted that repairing the pipe also likely made more economic sense than a replacement.

Ms. Robinson asked to confirm that the repairs were made in December 2023, which Mr. Schwinn did to his best knowledge. Ms. Robinson stated that usage appeared to have gone up after the December 2023 bill. She noted that, while usage initially decreased, it increased again in the following billing period, up to double the previous amount. Ms. Robinson explained that usage then returned to normal. She noted that the cause of this pattern was determined by the repair date of the pipe.

Mr. Schwinn testified that he was unable to pull up the January 2024 bill as he was not responsible for the property at that time. Mr. Schwinn suggested that the increase was caused by another issue, noting the running toilet. He added that he would not be surprised if another fixture had also been running. Mr. Schwinn stated that he believed that if the leak had not been fully repaired, usage would have remained constant. He explained that usage had remained at seven or eight CCFs a month after February 2024 until impacted by the arrival of new tenants. Mr. Schwinn acknowledged the spike but stated that the previous management notes did not outline any communication with a plumber after the dates were discussed.

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 townhome with a kitchen, four bedrooms, a washer and dryer, and two and a half baths. (Testimony of Mr. Schwinn).
2. The disputed bills are dated October 17, 2023, for the period of September 12, 2023 to October 10, 2023, in the amount of \$1,243.69; and dated November 9, 2023, for the period of October 11, 2023 to November 8, 2023, in the amount of \$1,129.86. (Testimony of the parties).
3. The property was occupied by four tenants whose lease began on August 5, 2023. (Testimony of Mr. Schwinn).

4. Mr. Schwinn testified that Anna's Handymen repaired a burst pipe on September 29, 2023, discovered and completed an emergency repair on a leak in the water main on October 10, 2023, and identified a running toilet on October 24, 2023. (Testimony of Mr. Schwinn).
5. Mr. Schwinn testified that the emergency repair was conducted on a coupling with a steady leak that was draining underneath the house and was not visible to anyone. (Testimony of Mr. Schwinn).
6. Mr. Schwinn testified that, when the excess usage continued, the plumber revisited and identified the running toilet. (Testimony of Mr. Schwinn).
7. Mr. Schwinn testified that the bills returned to average in December 2023. (Testimony of Mr. Schwinn).
8. D.C. Water asserted that a Plumber's Report dated October 25, 2023, was received but requested a Report on company letterhead with itemized charges. (Testimony of Ms. Robinson).
9. D.C. Water asserted that a payment receipt dated November 12, 2023, and a Plumber's Report dated November 29, 2023, from Anna's Handymen regarding the running toilet were received on November 29, 2023. (Testimony of Ms. Robinson).
10. D.C. Water asserted that an underground investigation was not performed because the cause of the wasted water was determined to be controlled at the property. (Testimony of Ms. Robinson).
11. On January 23, 2024, D.C. Water received the signed hearing petition along with a copy of a Plumber's Report from Anna's Handyman regarding a partial bill for the water main leak dated October 10, 2023. (Testimony of Ms. Robinson).
12. D.C. Water removed and tested the meter on July 26, 2024, demonstrating an overall accuracy of 99.75%, 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 determined that an adjustment is not 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. (Testimony of Ms. Robinson).
14. D.C. Water's investigation determined that an adjustment is not warranted under DC Municipal Regulation 407.2, which states that if the investigation discloses a 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 or on private property. (Testimony of Ms. Robinson).
15. D.C. Water asserted that the leak was in a crawl space, not underground, on property under the owner's responsibility. (Testimony of Ms. Robinson).
16. D.C. Water asserted that the coupling repair is regarded as a temporary fix and only a replacement of the damaged section of pipe qualifies for an adjustment. (Testimony of Ms. Robinson).
17. D.C. Water asserted that repairs must be completed within 30 days of customer receipt of the Bill Investigation Report to qualify for adjustment. (Testimony of Ms. Robinson).
18. Mr. Schwinn testified that the repair has held to date. (Testimony of Mr. Schwinn).
19. D.C. Water asserted that a spike in usage occurred between December 2023 and January 2024. (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.
4. If the investigation indicates a possible a leak in underground service pipe, 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, or the result of infrastructure for which the owner or occupant is responsible for maintaining and repairing. 21 DCMR 407.2
5. If, pursuant to § 407.2, the leak is determined to be on private property or on property that is under the control of the owner or occupant, or the result of infrastructure for which the owner or occupant is responsible for maintaining and repairing, the owner or occupant shall repair the leak. The General Manager may, at their discretion, upon request of the owner, adjust the disputed bill and any bills issued during the investigation for a period not to exceed (30) calendar days after the issuance of the bill investigation report. 21 DCMR 407.4.
6. The adjusted amount, in accordance with § 407.4, shall not exceed 50% of the excess water usage over the average consumption of water at the same premises for up to three (3) previous comparable periods for which records are available. The General Manager may take the following into consideration in determining whether there should be a reduction in the bill(s):

(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 30 calendar days after the bill investigation report is issued 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 and Regulatory Affairs; and(d) The request for adjustment has been made in accordance with § 402.1 (a). 21 DCMR 407.5.

7. The General Manager may, at their discretion, adjust up to 100% of the excess sewer charges resulting from an underground leak if it is determined that the excess water usage did not enter the wastewater system.” 21 DCMR 407.6.

### DECISION

This case involves a series of plumbing issues at the property: a burst pipe in a bathroom wall repaired on September 29, 2023; a leaking coupling at the water main junction entering the home repaired on October 10, 2023; and a running toilet identified on October 24, 2023. The customer contends that the excessive water usage was primarily due to the leaking coupling that was "draining underneath the house and was not visible to anyone" and thus qualifies for an adjustment because the customer repaired the leak.

Under 21 DCMR 407.2 and 407.4, an adjustment may be possible when a customer repairs a 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 leaking coupling in this case, which was "draining underneath the house and was not visible to anyone," potentially falls within this category.

Although the customer repaired the leak by replacing the pipe coupling, D.C. Water concluded that the repair was a temporary fix that did not replace the pipe itself and as such, does not qualify for an adjustment under 21 DCMR 407.4. I reject D.C. Water's position. Section 407.4 of the D.C. Municipal Regulations focuses on whether the customer has "repaired the leak," and not on the specific method used to fix it. The regulation does not distinguish between replacing a pipe coupling versus replacing an entire section of pipe. The customer has demonstrated that the coupling repair effectively fixed the leak and has remained effective for over a year, proving it was a proper repair rather than a temporary solution. Nothing in the regulations requires complete replacement of infrastructure rather than repair of components for a customer to qualify for an adjustment.

Nevertheless, I find that an adjustment is not warranted. Under 21 DCMR 406.1 and 406.2, the repair of leaking faucets, household fixtures, and similar leaks are the responsibility of the owner or occupant, and no adjustment will be made to the bill for any portion of the excessive consumption attributable to those leaks. The burst pipe in the bathroom wall and the running toilet fall within the category of leaks that are the owner's responsibility.

Given the multiple leaks, it is impossible to determine from the record what portion of the excess usage, if any, was caused by the leaking coupling as opposed to the burst pipe or the running

toilet. The property experienced multiple plumbing issues during the same timeframe. The burst pipe was repaired on September 29, 2023, the coupling leak was repaired on October 10, 2023, and the running toilet was identified on October 24, 2023. Additionally, the customer testified that there was a spike in usage after December 2023, suggesting other unidentified issues may have contributed to the excess water usage.

Under 21 DCMR 408.1, in cases where all checks and tests result in inconclusive findings that provide no reasonable explanation for excessive consumption, no adjustment shall be made to the bill for any portion of the excessive consumption. Given the multiple plumbing issues occurring simultaneously, the uncertainty regarding the proportion of excess usage attributable to each issue and the owner's responsibility for the running toilet and burst pipes, the findings in this case as to the cause of the excess use are inconclusive.

For the reasons discussed, while I disagree with D.C. Water's reasoning regarding temporary repairs, the determination that no basis exists to adjust the customer's account is hereby **AFFIRMED**.



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Carolyn Elefant, Hearing Officer

Date: March 19, 2025

Catherine Webster  
131 N Washington St. Apt.2  
Alexandria, VA 22314  
c/o jack.schwinn@mcepm.com

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

**IN RE:** Wyss Foundation  
c/o Stoladi  
1636 Connecticut Ave NW  
Washington, DC 20009  
c/o Zachary.grimsley@stoladi.com

Account No. [REDACTED]  
Case No. 24-713542

Total Amount in Dispute: \$30,590.52

Before Carolyn Elefant, Hearing Officer  
February 13, 2025

The customer contested a water bill for the property at 1759 R St NW, Washington D.C. The disputed bill is dated September 5, 2024, for the period of July 2, 2024, to September 4, 2024, in the amount of \$30,590.52.

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 February 13, 2025, for a remote hearing. Present for the hearing were Jack Grimsley, representing the property owner; Kathi Snook, the senior building manager; and Timothy Shaughnessy, the director of engineering for STOLADI. Also in attendance were Rhona Meyers and Kimberly Arrington, appearing on behalf of D.C. Water.

The property involved is a small commercial building under 30,000 square feet that used to be a house. Typical daily occupancy varies between 10-30 people. The property's D.C. Water account is supervised by STOLADI, a property management company. Prior to the disputed bill, the average water bill was approximately \$800 to \$1,200.

Mr. Grimsley recalled being shocked by the high amount of the disputed bill when it was received at the end of the billing cycle in September 2024. He stated that his STOLADI team recognized that something was probably wrong and immediately began investigating the issue. Mr. Grimsley explained that, upon involving their engineering team, they discovered a problem with the boiler system. Specifically, a pressure-reducing valve had not been set correctly, which caused excessive pressure buildup inside the boiler. As a result, the pressure relief valve opened and remained stuck in that position, allowing water to continuously flow into the boiler, out through the sump pump, and directly into the sewer. Mr. Grimsley clarified that because the leak was routed through the sump pump, it was not visibly detectable.

Mr. Grimsley testified that the issue was resolved as soon as STOLADI became aware of it. Mr. Grimsley stated that the customer did not receive any alerts about the excessive water usage. He also questioned why the disputed bill is for a 60-day billing cycle, as opposed to a typical 30-



day cycle, stating that the longer period significantly compounded the problem. Mr. Grimsley concluded that a 30-day billing cycle would have halved both the water loss and the cost.

Ms. Myers noted that the disputed billing period totaled 65 days. She explained that when a customer's water usage significantly exceeds their normal average consumption, the bill issuance process defaults to a meter reading validation process. During this procedure, D.C. Water verifies that the reading obtained from the meter transmitting unit matches the readings on the meter. Ms. Myers stated that this validation process delays the bill's issuance to the following billing cycle to ensure accuracy. She added that the disputed bill was issued as soon as possible after the validation was completed.

Ms. Arrington testified that High Use Notification Application (HUNA) alerts were sent to an email address on file with D.C. Water, contrary to Mr. Grimsley's statement that no notifications were received. Ms. Arrington stated that D.C. Water had downloaded the HUNA alerts table from D.C. Water's dashboard and placed it on an official letterhead. She added that D.C. Water could also access the actual dashboard if there were any concerns.

Ms. Myers shared her screen to show a table titled "D.C. Water HUNA Dashboard" to the hearing participants. Ms. Myers noted that the alerts were sent to a STOLADI company email address associated with Stephanie Harriday.

Ms. Arrington pointed out that the notification status was marked as "successful" for every alert in the table. Ms. Arrington testified that during a call with Ms. Harriday, she advised her to add a phone number to the account as a backup contact. She recalled that Ms. Harriday stated that she only handled bill payments and did not want to add her phone number to the account. Ms. Arrington testified that, up until the day of the ongoing hearing, the account information had not been updated to ensure that a second person could receive the actual alerts. She added that Ms. Harriday had stated she did not receive the notifications, despite D.C. Water records indicating they had been successfully transmitted.

Ms. Snook asked if a notification would be recorded as successfully sent even if it was sent to a spam folder. Ms. Arrington confirmed that it would.

Ms. Snook explained that Ms. Harriday is the accounts payable person for STOLADI's corporate office. Ms. Snook noted that they could provide a secondary email and STOLADI's office number to D.C. Water. Ms. Snook added that, even if a call was placed after hours, it would be received by their emergency answering service, allowing for the call and information from D.C. Water to be retrieved. Ms. Arrington asked that STOLADI input these contacts manually via their online customer profile. Ms. Snook stated that they would resolve it as soon as the hearing was complete.

Mr. Shaughnessy asked when the conversation Ms. Arrington had with Ms. Harriday took place. Ms. Arrington referred to the Interaction Records, which were shared with the customer prior to the hearing. They indicate that the phone call took place on September 19, 2024 (p. 5-6). Ms. Arrington stated that she also had a conversation with Mr. Grimley in the afternoon of that same day (p. 5).

Mr. Shaughnessy observed that these phone calls took place after the high water usage occurred. Ms. Arrington confirmed this but added that STOLADI received notice about the HUNA alerts.

Mr. Shaughnessy stated that STOLADI was disputing that they received the HUNA alerts. He pointed out that the day that the actual paper bill was received, Mr. Grimsley went onsite, found the issue, and stopped the high water usage that same day. Mr. Shaughnessy testified that, if the customer had received a HUNA alert, it would have prompted them to visit to the property to see what was going on. Mr. Shaughnessy concluded that STOLADI had therefore not received the HUNA alerts.

Ms. Arrington explained that she is only able to provide the information available in D.C. Water's system, which states that the notifications were successful. Mr. Shaughnessy requested clarification on how D.C. Water defines and determines a "successful" notification. Mr. Shaughnessy stated that a "successful" notification only indicated that it was sent and transmitted successfully, not necessarily received by the recipient. He asked whether D.C. Water would still register a positive notification status if the message was directed to a spam or junk folder.

Ms. Arrington responded that the system does not indicate whether a notification was marked as spam. She explained that the status only confirms that the alert was successfully sent to the particular email. Mr. Shaughnessy thanked her for this information.

Mr. Shaughnessy testified that maintenance is performed on the boilers, which are heating boilers. He clarified that the incident took place during the summer when the boilers were not in operation. Shaughnessy explained that the pressure relief valve on the boiler system is hard piped with copper piping, which directs water from the boiler into a sump pump pit that has a cover.

Mr. Shaughnessy stated that this system meant that there was no way for anyone to detect the issue that caused the high usage unless they walked into the building while the sump pump was running and questioned why it was active. He noted, however, that the sump pump serves the entire property, so the excess water was not the only water being discharged into it. He explained that it also handles all the exterior water infiltration from the foundation, making it difficult to isolate any unusual activity. He reiterated that as soon as they received the bill and identified the issue, they immediately took action to shut off the water and resolve the problem. Mr. Shaughnessy added that the bill following the disputed bill reflected this.

Ms. Snook testified that she was unsure why the HUNA alerts would have gone to STOLADI's spam folder when all other D.C. Water communications were received by Ms. Harri day. Ms. Snook noted that she was concerned with D.C. Water's notification process considering this. She testified that invoices and other letters from D.C. Water had been received for years without issue. Ms. Snook asked to confirm that the notification consisted of a PDF document sent to inform them that there was a problem.

Ms. Arrington explained that HUNA alerts essentially state that something is going on at the customer's property. She noted that she was not able to verify if the alert was sent to spam.

Ms. Arrington queried whether they had confirmed with Ms. Harriday that the alert had gone to her spam folder. Ms. Snook replied that they needed to go back and research because Ms. Harriday had no such emails in her account.

Ms. Arrington clarified that she was only able to convey the information in D.C. Water's system. She added that if the alert was not sent, the system would mark it as "unsuccessful." Ms. Arrington testified that it was unlikely that the message was sent to spam if other emails from D.C. Water were received, but that she was unable to determine what had happened.

Mr. Shaughnessy suggested that if the alert was auto-generated from a different division or email header, it might have been caught by a system filter on STOLADI's end. He stated that this could be why they had not seen the notifications.

Mr. Shaughnessy noted that beyond disputing the bill, STOLADI was focused on preventing the issue from happening again. He explained that the property is a small commercial building that cannot afford this \$30,000 bill. Mr. Shaughnessy pointed out that the disputed bill was equivalent to three years' worth of water usage for the property. He stated that there had never been an issue at the building before and that it would be very difficult for the people at the property to absorb a financial blow of this size. Mr. Shaughnessy reiterated the importance of finding a solution to ensure that this situation does not occur again.

Ms. Arrington testified that during her call with Ms. Harriday, she requested that a phone number be added to the account, which was yet to happen. Ms. Arrington urged the customer to go onto the account and verify that there are multiple pathways for alerts to reach a person. Mr. Grimsley asked what forms of contact she was suggesting. Ms. Arrington replied that they could add email addresses or phone numbers. Ms. Snook confirmed that she would do so after the hearing.

Ms. Arrington recalled that Ms. Harriday had told her that she was hesitant to input her phone number since she was the accountant. Ms. Arrington explained that she then asked if there were any other options, to which Ms. Harriday mentioned Mr. Grimsley. She noted that Ms. Harriday was concerned that Mr. Grimsley would not be interested in receiving D.C. Water calls on his personal phone number. Ms. Arrington concluded that she advised Ms. Harriday that there was possibly another, more appropriate contact. Mr. Shaughnessy replied that he was happy to have this information and that Ms. Snook had correctly stated that STOLADI's corporate number would be best. He affirmed that the issue would be rectified.

Mr. Grimsley asked for further clarification on D.C. Water's decision to issue a 65-day bill. Ms. Myers explained that when a customer's water usage significantly exceeds their normal average consumption, D.C. Water's system automatically halts the bill issuance and initiates a meter validation process. This ensures that the reading received from the meter transmitting unit aligns with the readings on the meter. Ms. Myers stated that this validation process delays the bill issuance to the next billing cycle, effectively extending a typical 30-day bill into a 60-day bill. She described this as a fail-safe designed to verify that the high reading accurately reflects the customer's actual usage. The system waits for the next billing cycle's reading to determine if the initial high reading was correct. Ms. Myers acknowledged that the high usage in this case was

unfortunate but noted that the process is in place to ensure that D.C. Water's readings are consistent, actual readings.

Mr. Shaughnessy jokingly asked if the customer would receive any credit for sending nice, clean water back to D.C. Water to be reprocessed into clean water again. He added that he was just trying to lighten the mood. Ms. Arrington replied that D.C. Water appreciated the humor. She expressed that she and D.C. Water understood that this situation was very unfortunate. Ms. Arrington stated that D.C. Water is aware that the disputed bill is significantly higher than what the property has been accustomed to for many years. She noted that D.C. Water still had to process and treat the water, as it ultimately entered the sewer system.

Ms. Myers 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. Ms. Myers stated that Meter ID number 17035852, which serves the property, was not pulled for testing. This was due to the plumber's report dated September 11, 2024, stating an issue with the boiler system pressure relief valve, which is an internal fixture. Ms. Myers reported that D.C. Water received the plumber's report with the customer's dispute on September 18, 2024.

Ms. Myers stated that D.C. Water determined that an underground investigation was unwarranted as stops in usage were observed. Ms. Myers explained that continuous usage would also be indicated on the meter in the case of an underground leak. Ms. Myers noted that underground leaks do not correct themselves and that D.C. Water had therefore concluded that no underground leak was present. Ms. Myers testified that the high usage started on July 1, 2024, and continued until July 18, 2024. It began again on July 28, 2024, and lasted through September 6, 2024. Ms. Myers asked if it was possible that the water was turned off between July 18, 2024, and July 28, 2024.

Mr. Shaughnessy clarified that if the pressure relief valve was triggered for any reason, it could flow water for an undetermined amount of time. He stated that because it is a spring-loaded component, it could reset itself, build pressure back up, and spring open again.

Ms. Myers thanked Mr. Shaughnessy for the explanation. Ms. Myers stated that usage declined at the property between September 6, 2024, and September 11, 2024. She reported that usage has remained in the normal range since the internal fixture leak repair took place, noting that the October 3, 2024, bill demonstrates normal consumption.

Ms. Myers then moved on to discuss the 65-day billing period of the disputed bill. Ms. Snook recalled that D.C. Water had mentioned an automated method they used to determine actual consumption. Ms. Snook asked if this was conducted with an electronic reading device, as opposed to an actual person visiting the property. Ms. Myers denied this interpretation. She clarified that the property's readings are housed in the meter, which has an attached meter transmitting unit. Ms. Myers explained that this transmitting unit collects the readings from the meter and communicates them to D.C. Water's system.

Ms. Snook noted that she was still concerned that an additional 30 days passed before the high consumption was confirmed. She questioned why the five-day automated reading within the meter was not used over waiting for another full billing cycle to verify the usage.

Ms. Arrington replied that when a meter reading is exceptionally high, D.C. Water flags it as “implausible,” which alerts the system. This designation indicates that the reading requires further verification to ensure its accuracy. She explained that, as a result, a billing agent or other representative reviews the reading before the bill is issued. Ms. Arrington concluded that this process was the reason for the delay.

Mr. Shaughnessy stated that the situation was particularly difficult for properties and third-party property management companies such as theirs. He mentioned that the one notification method available did not reach them. While Mr. Shaughnessy acknowledged the need to add a phone number to the account, he reiterated that receiving a paper bill at the standard 30-day mark would have prompted immediate action and resolved the issue that same day, just as it did when the 65-day bill eventually arrived. He also mentioned that they had called during the 65-day period to inquire about the missing bill when no invoices arrived. Mr. Shaughnessy concluded that an earlier bill would have prompted STOLADI to act earlier, halving the high usage.

Mr. Grimsley asked why the process was in place, considering that D.C. Water ultimately still billed for the initial reading. He pointed out that since D.C. Water already had access to the automated meter readings, the additional 30-day delay seemed unnecessary. Mr. Grimsley questioned the purpose of a manual review that resulted in the same final billed amount.

Ms. Snook recalled that D.C. Water experienced challenges with electronic billing cycles in 2024. She stated that during that time, STOLADI was unable to retrieve bills and could only access their billing amounts to ensure timely payment. Ms. Snook noted that D.C. Water was working through glitches in the portal that prevented invoices from producing. Ms. Snook testified that STOLADI had to return to paper billing to have access to the documentation they needed for Energy Star’s energy benchmarking portfolio manager. She explained that the lack of electronic bills, the timing in which D.C. Water’s automated system confirms unusual reads, and STOLADI’s return to paper billing were all factors that contributed to their issue. Ms. Snook added that the problem was discovered upon receiving the first paper bill.

Ms. Arrington apologized for any prior hiccups with the billing system that may have occurred earlier in 2024. She stated that by the time the high water usage occurred at the property, those problems had been resolved. Ms. Arrington testified that D.C. Water had verified that there were no issues affecting the property at that time.

Ms. Snook explained that Ms. Harriday logs into all the properties that STOLADI manages on the D.C. Water website, then downloads the actual bill for each account and processes it through their accounting system so managers can see the actual bill. Ms. Snook stated that during the time when D.C. Water was experiencing glitches, Ms. Harriday was unable to obtain the invoices and only had access to the amount due for the month. Since STOLADI was unable to view water usage, they returned to paper billing to ensure access to the necessary documentation and maintain

compliance with Energy Star. Ms. Snook recalled that there was a problem with the D.C. Water portal for at least the first seven or eight months of 2024.

Ms. Arrington explained that even if the customer's bills were available in the portal, the disputed bill would not have been visible until the billing team completed the usage validation and released it. She noted that this is one of the reasons HUNA alerts are important for customers. Ms. Arrington reiterated that a bill flagged for review would not have shown up in the portal and clarified that the portal is for the actual bill only.

Mr. Shaughnessy restated that the disputed bill was the first paper bill that STOLADI received after switching to the paper system. He questioned why their first paper bill after a significant delay in obtaining an actual, physical bill had such high water usage listed.

Ms. Myers clarified that the account settings were configured to "notice copy only," meaning that physical mail was sent for situations such as disconnection notices. She explained that to receive both bills and notices, the settings needed to be changed to "both." Ms. Myers stated that although the account holder could log in, their preferences were not set to allow online bill viewing, so the bills were not accessible through the portal. Ms. Myers stated that her understanding was that the bills were emailed to Ms. Halliday, who was advised on multiple occasions to change the formatting from paperless to paper billing. She noted that it appeared that this change was not made immediately. Ms. Myers concluded that STOLADI had been unable to view their bills online because the account settings were not configured to allow it.

Ms. Snook questioned why paper notices were not sent for the high usage if the account was set to "notice copy only." Ms. Myers explained that HUNA and CUNA alerts are a courtesy D.C. Water offers to its customers when available, not a guaranteed or required service. She stated that it invokes no liability on D.C. Water's part when it does not occur. Ms. Myers added that D.C. Water therefore felt it important that STOLADI input an additional email address or phone number and possibly change the account settings for the HUNA and CUNA alerts. Ms. Snook reiterated that she would do so immediately after the ongoing hearing.

Mr. Grimsley asked to confirm that it was necessary to modify the account settings to view bills online. Ms. Arrington affirmed that it was. Ms. Arrington explained that the default notification threshold is set to six times the usual usage. She stated that the system allows for adjustments at any time, but defaults to this level to prevent excessive notifications.

Mr. Grimsley replied that he was questioning the setup for viewing bills. He explained that he had never experienced a situation where he was required to modify settings to view a bill online.

Mr. Shaughnessy asked whether changing account settings to "notifications only" on Ms. Harriday's computer would impact Mr. Grimsley's ability to view the bill as the property manager. Ms. Arrington replied that she did not believe so, but that she would ask for a second opinion from D.C. Water's IT department. Ms. Arrington explained that she wanted to ensure she was providing accurate information.

Ms. Myers stated that D.C. Water's investigation closed on January 17, 2024. She reported 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. Myers explained that the malfunctioning valve was determined to be an internal fixture based on the regulations.

Ms. Myers queried whether anyone from STOLADI had logged in to check if they could view the bills online or contacted Ms. Harriday to confirm whether she was able to access them. Ms. Snook responded that STOLADI only has one login for D.C. Water since Ms. Harriday manages all the bills for the entire portfolio. Ms. Snook asked whether additional logins would need to be created for each property to grant individual access. She explained that, currently, she logs in using Ms. Harriday's credentials when she needs to retrieve information for her property in DC. Ms. Arrington replied that Ms. Snook could continue with this system. She clarified that adding additional contacts only related to the HUNA and CUNA alerts.

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 small commercial building under 30,000 square feet. Typical daily occupancy varies between 10-30 people. STOLADI manages the property. (Testimony of Mr. Grimsley).
2. The disputed bill is dated September 5, 2024, for the period of July 2, 2024 to September 4, 2024, in the amount of \$30,590.52. (Hearing Notice dated January 28, 2025).
3. The average water bill was in the range of \$800 to \$1,200 prior to the disputed bill. (Testimony of Mr. Grimsley).
4. Mr. Grimsley testified that the leak was addressed and resolved immediately after receiving the disputed bill. (Testimony of Mr. Grimsley).
5. Mr. Grimsley testified that the high usage was caused by a malfunctioning pressure-reducing valve and was not visibly detectable. (Testimony of Mr. Grimsley).
6. The billing period of the disputed bill lasted 65 days. (Testimony of the parties).
7. Mr. Grimsley testified that STOLADI did not receive any HUNA or CUNA alerts. (Testimony of Mr. Grimsley).
8. D.C. Water asserted that HUNA alerts were successfully sent to a STOLADI email tied to Ms. Harriday. (Testimony of Ms. Arrington).
9. D.C. Water asserted that a call between Ms. Harriday and Ms. Arrington took place on September 19, 2024. (Interaction Records).
10. D.C. Water asserted that a call between Ms. Harriday and Mr. Grimsley took place on September 19, 2024. (Interaction Records).
11. Ms. Snook testified that they were unsure if the HUNA alerts were sent to a spam folder or not received at all. (Testimony of Ms. Snook).
12. D.C. Water asserted that the bill was for 65 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. (Testimony of Ms. Myers).

13. D.C. Water's investigation found that stops in usage were observed and there was no continuous usage, ruling out the possibility of an underground leak. (Testimony of Ms. Myers).
14. On September 18, 2024, D.C. Water received a plumber's report dated September 11, 2024, stating an issue with the boiler system pressure relief valve, an internal fixture. (Testimony of Ms. Myers).
15. D.C. Water asserted that the high usage started on July 1, 2024, and continued until July 18, 2024. It began again on July 28, 2024, and lasted through September 6, 2024. (Testimony of Ms. Myers).
16. Mr. Shaughnessy testified that the pressure relief valve could reset itself, build pressure back up, and spring open again. (Testimony of Mr. Shaughnessy).
17. Ms. Snook testified that for the majority of 2024, STOLADI was unable to access online bills and had to switch to paper because of D.C. Water system issues. (Testimony of Ms. Snook).
18. D.C. Water asserted that any relevant online issues were resolved by the disputed billing period. (Testimony of Ms. Arrington).
19. D.C. Water asserted that the disputed bill would not have been available to view online before its finalization. (Testimony of Ms. Arrington).
20. D.C. Water asserted that the customer's account was not configured for online bill viewing. (Testimony of Ms. Myers).
21. D.C. Water's investigation closed on January 17, 2024, determining that an adjustment is not 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. (Testimony of Ms. Myers).

#### 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. The General Manager shall determine the schedule upon which bills shall be rendered and may establish and implement a monthly billing cycle or such other billing cycle deemed, in his sole discretion, appropriate to meet the needs of the Authority. An Owner may request a monthly billing cycle with no additional charge from the Authority provided an AMR meter is installed at the location for which the change in cycle is requested. 21 DCMR 308.2.

### DECISION

This case involves a high water bill resulting from an undetected malfunctioning pressure-reducing valve in the property's boiler system that caused continuous water flow through the relief valve and into the sewer system. The customer contends that they should not be held responsible for the full amount because: (1) they did not receive any high usage notification alerts from D.C. Water; (2) the extended 65-day billing period compounded the problem and (3) the leak was not visible and was only discovered after receiving the bill.

With respect to the notification alerts, D.C. Water presented evidence that multiple HUNA alerts were sent to the email address associated with the account and were marked as "successfully" transmitted in their system. While the customer asserts they did not receive these alerts, possibly due to spam filtering, they have not provided definitive proof that the alerts were not delivered.

Regarding the extended billing period, D.C. Water's delay in issuing the bill was justified under 21 DCMR 308.2, which gives the General Manager discretion to establish "a monthly billing cycle or such other billing cycle deemed, in his sole discretion, appropriate to meet the needs of the Authority." When usage readings significantly exceed normal levels, D.C. Water's practice of delaying the bill issuance to validate the reading serves a legitimate purpose of ensuring accuracy. While this validation process unfortunately extended the monthly billing period to 65 days, it was consistent with established regulations and therefore does not support an adjustment.

The customer also argued that they were unable to access bills online during much of 2024 due to issues with D.C. Water's portal, which contributed to their delayed discovery of the high usage. But the record shows that any system issues were resolved by the time of the disputed period and that the account settings were not configured for online bill viewing. Even if the portal had been fully functional and properly configured, the disputed bill would not have been viewable until after the validation process was complete. Therefore, the alleged portal issues are not material to the customer's delayed discovery of the leak.

That the leak was not visible because it drained through the sump pump directly into the sewer system is unfortunate, but does not provide grounds for an adjustment. The source of the excess usage—the malfunctioning pressure-reducing valve and resulting continuous water flow—

clearly falls within the category of a "leaking fixture" under 21 DCMR 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." The boiler system and its components are the responsibility of the property owner, regardless of the visibility of the leak.

I recognize the substantial financial burden that this bill represents, particularly for a small commercial building as well as the customer's prompt action in addressing the issue upon receiving the bill and their commitment to implementing additional monitoring measures to prevent similar occurrences in the future. Nevertheless, the regulations do not provide for an adjustment based on the size of the bill alone or for leaks to fixtures that are unexpected or difficult to detect.

Accordingly, for the reasons discussed, the determination of D.C. Water that no basis exists to adjust the customer's account is hereby **AFFIRMED**. D.C. Water is instructed to contact the customer with information about any available extended payment plans that might mitigate the financial burden associated with an unexpectedly large bill.



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Carolyn Elephant, Hearing Officer

Date: March 19, 2025

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Wyss Foundation  
c/o Stoladi  
1636 Connecticut Ave NW  
Washington, DC 20009  
c/o Zachary.grimsley@stoladi.com

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

**IN RE:**

██████████  
██████████ 3<sup>rd</sup> St NW  
Washington, DC 20011  
c/o ██████████@gmail.com

Account No. ██████████  
  
Case Nos. 24-540807  
24-622606  
24-511203

Total Amount in Dispute: \$1,323.38

Before Carolyn Elefant, Hearing Officer  
February 19, 2025

The customer contested water bills for the property at ██████████ 3<sup>rd</sup> St NW, Washington D.C. The disputed bills are dated June 18, 2024, for the period of May 14, 2024 to June 13, 2024, in the amount of \$168.67; dated July 30, 2024, for the period of June 14, 2024 to July 15, 2024, in the amount of \$606.93; and dated August 16, 2024, for the period of July 16, 2024 to August 14, 2024, in the amount of \$547.78.

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 February 19, 2025, for a remote hearing. Present for the hearing were ██████████, on behalf of her property, and ██████████ and Arlene Andrews, on behalf of D.C. Water.

The property involved is a three-story single-family home acquired by Ms. ██████████ parents in 1966. The house has one kitchen, three bedrooms, one full bathroom, two half bathrooms, a garage, and a washing machine. The property has two outside valves, one in the front of the house and one in the rear. The only occupant is Ms. ██████████ daughter, Ms. ██████████. Prior to the disputed bills, the average water bill was approximately \$30 to \$50.

Ms. ██████████ noted that she is part of the Customer Assistance Program (CAP) that D.C. Water provides. She explained that she first noticed the increased usage upon receiving the disputed bill dated June 18, 2024, in the amount of \$168.67. Ms. ██████████ recalled that she contacted D.C. Water on June 28, 2024, and was notified that she could dispute her bill online, which she proceeded to do that same day. She added that she did not receive a response from D.C. Water regarding her dispute until September 18, 2024. She then contested the next two bills before their dispute deadlines without a prompt response from D.C. Water.

Ms. ██████████ explained that she hired a licensed plumber to investigate the property for the cause of the high water usage on August 16, 2024. The plumber confirmed a possible leak in the toilet in the basement. She stated that she had contract work completed on August 16, 2024,

to resolve the issues and replace the toilets. Ms. [REDACTED] [REDACTED] noted that her bill stabilized after this work was completed.

Ms. [REDACTED] [REDACTED] stated that D.C. Water sent a bill investigation report on September 18, 2024, verifying the accuracy of the billing and the meter readings. She recalled that she was given the option to disagree with D.C. Water's decision and request an administrative hearing, which she did. Ms. [REDACTED] [REDACTED] noted that during this process, she made a payment of \$568.73 toward one of the high bills. She explained that after nearly three months without a response from D.C. Water, she made the payment out of concern she would be disconnected from her water service and uncertainty regarding her next steps. Ms. [REDACTED] [REDACTED] stated that she was committed to ensuring that her account remains in good standing.

Ms. [REDACTED] [REDACTED] testified that she did not receive any messages or notifications from D.C. Water regarding high usage. She noted that she had checked her online account and found no notifications. She then confirmed that she was signed up to receive alerts from D.C. Water and verified that no such alerts had been sent.

Ms. [REDACTED] stated that she and Ms. [REDACTED] are seeking an adjustment on the disputed bills because they took responsible action by hiring a plumber and a contractor to resolve the issue, which incurred additional costs for them. She added that she is unsure if the Customer Assistance Program she is enrolled in will help with financial assistance.

Ms. Andrews noted that the customer did not receive High Use Notification Application (HUNA) alerts because the property was subject to field reads during the period of high usage. Ms. Andrews clarified that a field reading is conducted by a D.C. Water technician, who visits the property to obtain meter readings through a visual inspection of the actual meter. She noted that the property had been receiving field reads intermittently since 2022 when the Meter Transmitting Unit (MTU) stopped reporting usage. She suggested that the location of the MTU was possibly causing issues. Ms. Andrews explained that, at times, a field technician had to visit the property, while in other instances, the readings were transmitted through the MTU.

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. The MTU is solely a transmitter and the meter records usage independently of the transmitting unit. Even if the MTU fails to transmit, the meter itself continues to record usage, and the readings can be verified by a field technician during a visual inspection of the meter, or field reading.

Ms. Andrews read out the email and phone number registered in the system for HUNA and Continuous Use Notification Application (CUNA) alerts. Ms. [REDACTED] [REDACTED] nodded in confirmation that the contact information was correct. Ms. Andrews noted that the threshold for the account is currently set at six, meaning that the threshold for high usage notifications is set at six times the property's normal usage. If this level is exceeded for three consecutive days, a high usage notification alert is sent. She also observed that the customer opted in to receive consecutive usage notifications, which provide alerts much faster. Ms. Andrews clarified that if continuous usage at the property exceeds 10.02 gallons, an alert is triggered, notifying the customer of ongoing water consumption within 24 hours.

Ms. [REDACTED] asked if the threshold of six times the typical water usage was exceeded during the disputed period of high usage. Ms. Andrews replied that the high usage that occurred during the July 2024 and August 2024 bills likely did not exceed six times the normal usage of the property.

Ms. [REDACTED] responded that the current threshold appeared high. Ms. Andrews explained that the default setting for the threshold is six. She stated that customers can go online and adjust their notification thresholds based on their comfort level. Ms. Andrews noted that the appropriate setting can vary depending on what activities take place at the property.

The Hearing Officer queried whether the Customer Assistance Program provides any coverage of the excess bills if they are not adjusted. Ms. Andrews replied that the customer did receive CAP assistance on the disputed bills. Ms. Andrews noted that the D.C. Water program the customer is enrolled credits the first 3 CCFs of water and sewer usage, as well as for the Clean Rivers Impervious Area Charges (IAC). She confirmed that these credits were applied to each disputed bill, as the program issues them monthly.

Ms. [REDACTED] expressed that it was unclear to her how D.C. Water's notification process operated. She stated that she had assumed an alert would be sent whenever water usage exceeded the normal amount, whether by three times or six times. Ms. [REDACTED] questioned why no notifications were sent despite the property experiencing three consecutive months of high usage compared to its normal consumption.

Ms. [REDACTED] then asked whether it was D.C. Water's practice to go back and make billing adjustments after a problem was detected and resolved. She recalled a past issue she had with D.C. Water, where she was informed that adjustments would be made after the problem was corrected and she submitted her bills. She inquired whether this policy was still in place.

Ms. Andrews replied that D.C. Water made their adjustments according to DC Municipal Regulations. She explained D.C. Water determined that no adjustment is warranted to the disputed 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. Ms. Andrews clarified that, because the issue at the property was the toilet, D.C. Water was unable to adjust the disputed bills.

Ms. Andrews testified that no HUNA alerts were sent because D.C. Water was sending a field technician to the property and manually reading the meter. Ms. Andrews explained that HUNA and CUNA alerts are a courtesy D.C. Water offers to its customers when available, not a guaranteed or required service. She stated that it invokes no liability on D.C. Water's part when the service does not occur.

Ms. [REDACTED] replied that this explanation did not make sense to her. Ms. Andrews restated that the high usage notification alerts are a courtesy and D.C. Water makes adjustments according to its regulations.

Ms. [REDACTED] asked what the purpose was of signing up for notifications if D.C. Water would not send them as expected. Ms. Andrews reiterated that D.C. Water does not guarantee HUNA alerts because various factors can affect their delivery. She explained that since D.C. Water was unable to receive meter readings electronically from the property's MTU, a field technician had to manually obtain meter readings.

Ms. Andrews explained that the customer still received a monthly bill, which serves as an indicator of potential issues at the property. She stated that an abnormal bill should prompt a review of water usage. Ms. Andrews noted that the customer responded correctly by hiring a plumber to address the internal issue at the property when they received a high bill.

The Hearing Officer asked Ms. [REDACTED] what information was provided to her when she first contacted D.C. Water in June 2024. She recalled that she was told the first step was to dispute the bill because her meter reading was estimated, not an actual reading. Ms. [REDACTED] stated that she believed a technician was then sent out to the property. She explained that hiring a plumber was presented to her as an option after this visit occurred.

Ms. [REDACTED] stated that she called D.C. Water after receiving the second disputed bill but was unable to get through. She testified that the plumber they hired determined that a basement toilet was the source of the issue, so they replaced all the toilets in the house. Ms. [REDACTED] noted that the plumber was licensed and appeared to be knowledgeable about D.C. Water's process. She recalled that he advised them to complete the necessary repairs and then follow up with him for a letter to submit to D.C. Water. She explained that he then fell ill, and they were unable to obtain the documentation from him. Ms. [REDACTED] clarified that she had asked Ms. Andrews about billing adjustments because the plumber had been confident that the disputed bills would be reconsidered after the issue was resolved and his letter was submitted.

Ms. Andrews replied that D.C. Water does not make adjustments for issues caused by internal fixture leaks. She added that some plumbers inform customers of potential billing adjustments that do not align with D.C. Water's regulations.

Ms. [REDACTED] acknowledged this but reiterated that she previously experienced a similar issue and received a billing adjustment. She noted that she was unsure whether it was granted as a courtesy or based on specific factors such as consistent monthly payments and good account standing. She added that policies and procedures may have changed over time.

Ms. [REDACTED] testified that the plumber had assured them that requesting an adjustment was a common practice, and they trusted his guidance. She noted that the plumber became ill, which prevented them from obtaining the documentation.

Ms. Andrews pulled up information on the past adjustment provided to Ms. [REDACTED] for the billing period of November 15, 2017 to January 12, 2018. Ms. Andrews stated that the notes were not detailed enough for her to determine the overall issue but confirmed that she was able to view the adjustment. She explained that the adjustment was granted based on the results of the meter test D.C. Water received. The Hearing Officer clarified that if there is a problem with the

meter, it falls under D.C. Water's responsibility since they maintain the meter. She noted that issues such as fixture leaks are considered the property owner's responsibility.

The Hearing Officer queried whether any other programs or opportunities were available to assist the customer, given that they were proactive in addressing the high usage. Ms. Andrews responded that they could call D.C. Water to set up an installment plan once the ruling is issued. She advised them to contact the D.C. Water's contact center to inquire about other available programs. Ms. Andrews mentioned that organizations like the Greater Washington Urban League sometimes offer one-time payments toward a customer's account. She clarified that she was not entirely familiar with the details and that such assistance was reliant on the availability of funding.

Ms. Andrews explained that D.C. Water confirmed that the reading for the property aligned with its usage. She reported that Ms. [REDACTED] called D.C. Water on September 11, 2024, and stated that she had retained a DC plumber, who fixed the internal toilet that was leaking. Ms. Andrews noted that usage did decline in the next billing period, which indicated that the cause of the wasted water was controlled at the property.

Ms. [REDACTED] asked for clarification on how to change the account notification thresholds. Ms. Andrews directed her to log in, navigate to "Meter Reading History," and select "Set HUNA Preferences." She explained that this section allowed her to update her email address, phone number, and notification settings. Ms. Andrews added that all changes here could only be made manually by the account holder, not by D.C. Water. She noted that the section "High Usage Notifications" is selected as "Yes," and an option titled "Select Notification Threshold" should be visible. She explained that customers can adjust their notification threshold based on their comfort level. Ms. Andrews mentioned that the average person selects a threshold of two.

Ms. [REDACTED] asked why the default was set so high at six if the average person selected a level of two. Ms. Andrews explained that the system services commercial properties as well as residential, and water usage varies depending on property size and purpose. She added that some customers completely opt out of the alerts. Ms. Andrews concluded that the default threshold was selected as a neutral point and customers had the ability to make their own adjustments.

Ms. [REDACTED] stated that she believed a notification should have been sent, as a sixfold increase in usage would raise the property's monthly bill from the typical \$40 to approximately \$240. She questioned why no notification was issued when the bill reached \$500 or \$600, well beyond six times the normal amount of usage.

Ms. Andrews explained that the customer did not receive a high usage notification because the meter readings were obtained through field visits by a technician, not electronically. She stated that when readings are received electronically, the system can detect high usage and trigger an alert.

The Hearing Officer queried whether D.C. Water typically restored non-operational MTUs, given that the usage alerts are dependent on it to function. She added that the MTU at the property was not functional for at least a year. Ms. Andrews confirmed that a technician was sent to replace

the meter and the MTU on October 1, 2024. Ms. Andrews stated that the meter was likely changed because it was old.

Ms. [REDACTED] asked if there was any notification that the meter was changed. Ms. Andrews noted that the bill dated October 17, 2024, following the meter replacement, lists both the old meter and the new meter. She explained that the portion of the bill attributed to the old meter was determined with a field read and the portion attributed to the new meter was received electronically. Ms. Andrews outlined that the billing period covered September 2024 through December 2024, after the property's water usage declined.

Ms. Andrews noted that the September 18, 2024, bill showed a usage of 2.09 CCF, a significant decrease compared to the previous bill dated August 14, 2024, which recorded a much higher usage of 31.82 CCF. Ms. Andrews stated that this decline was caused by the replacement of the toilets.

Ms. Andrews confirmed that if the default settings for the high usage are adjusted, the customer will likely receive HUNA alerts in the future since the MTU was replaced. Ms. [REDACTED] asked if this applied to field reads as well.

Ms. Andrews replied that a field read occurs when a technician physically visits the property to obtain a meter reading, instead of receiving it electronically. She stated that when readings are received electronically, the system usually updates every hour, allowing for continuous monitoring of water usage. This allows for high usage notification alerts to be sent when unusual consumption is detected. Ms. Andrews noted that when a technician must manually read the meter to determine actual usage, D.C. Water does not receive hourly updates, so real-time alerts cannot be sent.

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 three-story single-family home with one kitchen, three bedrooms, one full bathroom, two half bathrooms, a garage, and a washing machine. There are two outside valves. (Testimony of Ms. [REDACTED])
2. The disputed bills are dated June 18, 2024, for the period of May 14, 2024 to June 13, 2024, in the amount of \$168.67; dated July 30, 2024, for the period of June 14, 2024 to July 15, 2024, in the amount of \$606.93; and dated August 16, 2024, for the period of July 16, 2024 to August 14, 2024, in the amount of \$547.78. (Hearing Notice dated February 7, 2025).
3. The house is occupied solely by Ms. [REDACTED]. (Testimony of Ms. [REDACTED])
4. The average water bill was in the range of \$30 to \$50 prior to the disputed bill as the customer is enrolled in the Customer Assistance Program. (Testimony of Ms. [REDACTED])
5. Ms. [REDACTED] testified that she contacted D.C. Water on June 28, 2024, regarding the high usage and was told to dispute the bill. (Testimony of Ms. [REDACTED])
6. Ms. [REDACTED] testified that D.C. Water sent a technician to confirm the disputed readings before suggesting she hire a plumber. (Testimony of Ms. [REDACTED])



7. Ms. [REDACTED] testified that she disputed all three bills without a response from D.C. Water. (Testimony of Ms. [REDACTED])
8. Ms. [REDACTED] testified that a licensed plumber determined that a toilet was the cause of the high usage on August 16, 2024. (Testimony of Ms. [REDACTED])
9. Ms. [REDACTED] testified that all the toilets were replaced on August 16, 2024. (Testimony of Ms. [REDACTED])
10. Ms. [REDACTED] testified that her bill stabilized after the replacements. (Testimony of Ms. [REDACTED])
11. Ms. [REDACTED] testified that D.C. Water sent a bill investigation report on September 18, 2024. (Testimony of Ms. [REDACTED])
12. Ms. [REDACTED] testified that she made a payment of \$568.73 toward the disputed bills. (Testimony of Ms. [REDACTED])
13. Ms. [REDACTED] testified that she did not receive any HUNA or CUNA alerts despite being enrolled. (Testimony of Ms. [REDACTED])
14. D.C. Water asserted that the account is registered for HUNA alerts with a threshold of six. (Testimony of Ms. Andrews).
15. D.C. Water asserted that the MTU was malfunctioning intermittently beginning in 2022 and field reads were conducted during the disputed periods. (Testimony of Ms. Andrews).
16. D.C. Water asserted that HUNA alerts cannot be sent without a functioning MTU. (Testimony of Ms. Andrews).
17. Ms. [REDACTED] testified that she called D.C. Water after receiving the second disputed bill but could not reach anyone. (Testimony of Ms. [REDACTED])
18. Ms. [REDACTED] testified that the plumber told her that the repairs and a letter from him would result in the disputed bills being reconsidered. (Testimony of Ms. [REDACTED])
19. D.C. Water asserted that Ms. [REDACTED] called on September 11, 2024, to inform them of the plumber and the repairs. (Testimony of Ms. Andrews).
20. D.C. Water asserted that the issue was caused by an internal fixture leak. (Testimony of Ms. Andrews).
21. D.C. Water asserted that an adjustment is not 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. (Testimony of Ms. Andrews).
22. D.C. Water asserted that the meter and MTU were replaced on October 1, 2024. (Testimony of Ms. Andrews).
23. D.C. Water asserted that usage declined after the toilet replacements, from 31.82 CCF on the bill dated August 14, 2024, to 2.09 CCF on the bill dated September 18, 2024. (Testimony of Ms. Andrews).

#### CONCLUSIONS OF LAW

1. The burden of proof is on the customer to show, by a preponderance of evidence, that the decision of 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

This case involves three consecutive high water bills that resulted from a leaking toilet that was discovered and repaired on August 16, 2024. The customer, Ms. [REDACTED], disputed the bills contending that she should receive an adjustment because: (1) she was not notified of the high usage through D.C. Water's High Use Notification Application (HUNA) alerts despite being enrolled in the program, and (2) she promptly addressed the issue by hiring a plumber and replacing all the toilets once she discovered the source of the problem.

With respect to the HUNA alerts, D.C. Water explained that the Meter Transmitting Unit (MTU) at the property had been intermittently malfunctioning since 2022, requiring D.C. Water to obtain readings through field visits rather than electronically. As Ms. Andrews testified, the HUNA alerts are dependent on electronic meter readings that update hourly, which was not possible with the malfunctioning MTU. Moreover, even if the MTU had been operational, Ms. Andrews explained that the customer's usage would likely not have triggered an alert because the threshold was set at six times normal usage, and the disputed bills, while significantly higher than normal, may not have exceeded that threshold for three consecutive days as required to trigger an alert.

While it is unfortunate that the customer did not receive alerts that might have allowed her to address the issue sooner, I note that HUNA alerts are a courtesy service provided by D.C. Water, not a mandated requirement. The customer still received monthly bills showing the increased usage, which prompted her to take appropriate action.

Regarding the leaking toilet, DC Municipal Regulation 406.2 specifically 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." In this case, the customer's plumber confirmed that a toilet in the basement was the cause of the high water usage, and the subsequent decline in usage following the replacement of the toilets on August 16, 2024 (from 31.82 CCF to 2.09 CCF) further confirms this finding.

No doubt, the customer acted responsibly by promptly disputing the bills, hiring a plumber, and resolving the issue, which prevented further excessive charges. Unfortunately, repairing leaky fixtures is not grounds for an adjustment under 21 DCMR 406.2. While I acknowledge the customer's belief, based on the plumber's assurances, that D.C. Water would make adjustments to the bills after the repairs were completed, the plumber appears to have been mistaken about D.C. Water's adjustment policies. Under the applicable regulations 21 DCMR 406.2, leaking fixtures are the responsibility of the property owner, and no adjustment is warranted for excess consumption attributable to such leaks.

Although no adjustment is warranted under the regulations, I strongly encourage DC Water to work with the customer to explore available payment options, including installment plans and any other assistance programs for which she may qualify. Additionally, as Ms. Andrews suggested during the hearing, organizations such as the Greater Washington Urban League sometimes offer one-time payments toward water bills, and the customer may wish to explore this option.

For the reasons discussed, the determination of D.C. Water that no basis exists to adjust the customer's account in accordance with DC Municipal Regulation 406.2 is hereby **AFFIRMED**.



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Carolyn Elefant, Hearing Officer  
March 19, 2025

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██████████  
██████ 3<sup>rd</sup> St NW  
Washington, DC 20011  
c/o ██████████@gmail.com

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

**IN RE:**

██████████  
██████ L St SE  
Washington, DC 20003

Account No. ██████████

Case No. 25-82443

Total Amount in Dispute: \$117.50

Before Carolyn Elefant, Hearing Officer  
February 12, 2025

**ORDER DISMISSING BILLING DISPUTE**

The customer contested a water bill for the property at ████████ L St SE, Washington D.C. The disputed bill is dated October 15, 2024, for the period of September 17, 2024 to October 15, 2024, in the amount of \$117.50. An administrative hearing was held on February 12, 2025 during which the customer withdrew his challenge.

By way of background, the customer initially challenged his water bill dated October 15, 2024, in the amount of \$117.50 because his wife was concerned that their bills were high compared to neighbors. During the hearing, the customer raised questions about the meter readings showing water usage consistently in increments of either zero or fifty units, which he found unusual.

D.C. Water representatives explained that the type of meter at the customer's property measures usage in 50 cubic feet increments, rather than the more common single cubic foot increments. Ms. Parker from D.C. Water clarified that 50 cubic feet equals 374 gallons, and that the property appeared to be using this amount of water over periods of 12 to 48 hours, which is actually considered low usage for a family of four. D.C. Water also explained that the property's average monthly usage was approximately 4 CCF (centum cubic feet), which is below the typical household average of 6 CCF.

After receiving this information and having his questions answered about how the meter measures and records water consumption, the customer stated that he "felt much better," believed "everything to be fine," and confirmed that he was "no longer disputing the bill dated October 15, 2024."

When a customer withdraws their challenge to a water bill, there is no longer a dispute to adjudicate. Accordingly, this case is dismissed.



Carolyn Elefant, Hearing Officer

Date: March 19, 2025

[REDACTED]

[REDACTED] L St SE

Washington, DC 20003

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

**IN RE:** Nika P Nourmohammadi  
2515 Bamboo St  
NewPort Beach, CA 92660

Account No. [REDACTED]  
Case No. 24-133217

Total Amount in Dispute: \$904.46

Before Carolyn Elefant, Hearing Officer  
January 14, 2025

The customer contested a water bill for the property at [REDACTED] North Carolina Ave SE, Washington D.C. The disputed bill is dated November 27, 2023, for the period of October 18, 2023, to November 16, 2023, in the amount of \$904.46.

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 January 14, 2025, for a remote hearing. Present for the hearing were Nika Nourmohammadi on behalf of her property and Arlene Andrews on behalf of D.C. Water.

The property involved is an old Capitol Hill home with two units. The property has two kitchens with one sink each, three bathrooms, a tankless water heater system, and an outdoor utility shed with wiring and plumbing. The home is radiator heated. Ms. Nourmohammadi does not currently reside in the house because her husband is deployed but has previously lived in both units. Prior to the disputed bills, the average water bill was approximately \$50 to \$70 when Ms. Nourmohammadi resided there and \$100 to \$150 with the current tenants.

Ms. Nourmohammadi stated that the issues at the property had been self-reported and managed with a property manager, a plumber, the tenants, and her mother on site. She explained that she took over the burden of payment from her tenants for the duration of the appeal process.

Ms. Nourmohammadi noted that her appeal rested on the fact that the heat pipe that burst was not located in the home, but in the pipe structure leading into the home. She testified that an emergency plumber was hired to change it out and added that she believed that she had submitted photos to D.C. Water previously. Ms. Nourmohammadi explained that, since the incident occurred in November 2023, she could not recall all the details, but that she could review and resubmit the photos if needed. Ms. Nourmohammadi stated that the plumber informed her that part of the structure was considered public property, adding that her mother was witness to this conversation.

Ms. Nourmohammadi noted that the tenants ensured that there was no damage or burst pipes in the interior of the home or on the property. Ms. Nourmohammadi reported that the customer acted quickly to resolve the issue. She added that she was not asking D.C. Water to pay

for the repairs, only to cover the water usage from the disputed period because the plumber informed her that she potentially had a right to this as a homeowner. Ms. Nourmohammadi stated that, if she indeed had this right, she was frustrated that she had borne the \$900 cost for a year and two months with no notice from D.C. Water. She testified that the process of documenting and obtaining clarity on the situation from D.C. Water was tenuous, which was why she took over the case from her tenants. Ms. Nourmohammadi stated that she understood that D.C. Water received many requests, but that she felt as though the process had been a frustrating game of cat and mouse. She explained that she had appealed to have an opportunity to present her information, given that she felt that she was unable to provide proof of the incident throughout her communication with D.C. Water. Ms. Nourmohammadi added that so much time had passed that the plumber used had moved out of state.

Ms. Andrews testified that D.C. Water did not have a record of any photos that were submitted, only two plumber's reports. Ms. Nourmohammadi provide the photos by the deadline set by the Hearing Officer of January 17, 2025. Ms. Andrews provides the plumber's report to the Administrative Hearings email address.

Ms. Andrews stated that the plumber's report did not indicate that the leak was on the outside of the property. Ms. Nourmohammadi replied that it was possible that the report did not indicate where the leak was specifically and suggested that the plumber was not aware of what information to provide in the report. Ms. Nourmohammadi testified that the leak was not in the home, despite ruining the occupants' livelihoods and items. She added that she would review the plumber's report, noting that she was not aware that she had to submit one until she had called D.C. Water multiple times. Ms. Nourmohammadi apologized and stated that she was unfamiliar with the appeal process.

Ms. Andrews explained that she had sent an email asking for the location of the leak and received a response from Ms. Nourmohammadi that indicated that the leak was outside but in a utility closet. Ms. Nourmohammadi confirmed that the utility room was outside, not in the home.

Ms. Andrews queried whether the utility room was the additional structure located in the backyard. Ms. Nourmohammadi responded that the land under the additional structure ties into D.C. Water's space. She explained that the property has a large front and side lawn that is all city property, meaning that she does not own the land but is responsible for its upkeep, such as rat abatement.

Ms. Andrews asked to confirm that the repair was in the additional structure, which in turn is located outside of the home, which Ms. Nourmohammadi did. Ms. Andrews noted that the repair took place inside the structure because the report outlined that the plumber went through the drywall. Ms. Nourmohammadi clarified that the plumber went through the drywall to fully view the pipe, but that the repair took place on the city water pipeline, not the property's piping. She added that the plumber first went through the drywall in her home and confirmed that the leak was not there. She stated that they then shut off the water. Ms. Nourmohammadi recalled that they had to call D.C. Water to find out where the water shutoff was since it was not located in an obvious place.

Ms. Andrews testified that D.C. Water received a request for the water to be shut off in February 2024 due to a broken pipe, long after the incident took place. Ms. Nourmohammadi replied that she was unaware of this call and suggested that the property manager had been working on a separate issue at that time.

The Hearing Officer asked if the plumber repaired the issue, given that he thought it was a leak on D.C. Water's side and plumbers will occasionally refuse to repair such problems. Ms. Nourmohammadi responded that she requested the plumber fix it because she would pay fully for the repairs. She added that she had submitted two invoices for the repairs as proof that she expedited the process, not out of any intent to be reimbursed for the work.

The Hearing Officer asked that she submit any texts with the plumber regarding the location of the leak. Ms. Nourmohammadi expressed frustration that she did not have access to a clean, verbalized report from her plumber. She stated that she could submit piecemeal conversations between the two of them and the photos he sent to her.

Ms. Andrews 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.

Ms. Andrews reported that their decision fell 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. Andrews explained that the customer submitted a plumber's report dated November 8, 2023, indicating they replaced an inch and a half of galvanized pipe with copper pipe for a radiator and replaced a gate valve with a ball valve. Ms. Andrews added that D.C. Water requested the exact location of the leak and received a response from the customer stating that the leak was in the utility room. The report reads that the plumber cut a large piece of drywall to replace the pipe and then upgraded the valves as a precautionary measure.

Ms. Andrews stated that D.C. Water investigated the charges and found that the high usage for this property occurred between November 1, 2023, and November 8, 2023, so it was controlled at the premises after the repair was made on November 8, 2023. Ms. Andrews reiterated that no adjustment is warranted under DC Municipal Regulation 406.2.

Ms. Andrews testified that D.C. Water was not made aware that the plumber believed that the issue lay with D.C. Water and that this information was not listed on the plumber's report. She added that D.C. Water was thus unable to investigate that possibility further. Ms. Andrews examined the Interaction Records and mentioned that she was unable to find any notes stating that the customer expressed that the plumber confirmed the issue was on the D.C. Water side. She noted that in the plumber's report outlining the repair, the plumber stated that his work caused the usage to decline.

Ms. Nourmohammadi stated that when she contacted D.C. Water, she informed them that the plumber believed that the issue was on D.C. Water's side, as this was the reason for her initial call. Ms. Nourmohammadi asserted that had she thought the issue was simply a leak in the home, she would not have disputed the bill. She reported that she mentioned this information multiple



times on the call. Ms. Nourmohammadi stated that she understood that the call center staff were busy and overworked, but that she had worked to communicate with D.C. Water. She testified that she called multiple times and asked D.C. Water what was needed to move forward, which was far from a straightforward process. Ms. Nourmohammadi noted that she was thus unaware of any missing or additional information that may have been required in the reports.

Ms. Nourmohammadi reiterated that the plumber is no longer in the DC area. She added that she could text him and ask if he had any other records of the work he completed. This Hearing Officer noted that this would be helpful, as both D.C. Water's position and hers were understandable. If D.C. Water was unaware that there was a city pipe issue, there was no reason for them to investigate further. Conversely, Ms. Nourmohammadi may have been unaware that she needed to submit that information to D.C. Water or the plumber may have been unclear in his report.

Ms. Nourmohammadi clarified that it was her understanding that the tenants originally reached out. She added that the tenants may not have understood the process fully as renters, but that they expressed extreme frustration over the delay in communication with D.C. Water. Ms. Nourmohammadi concluded that she had taken over the burden of communication with D.C. Water as well as the expense.

Ms. Andrews confirmed that D.C. Water denied the charges because they found that the issue was caused by a leak on a fixture within the owner's control. She noted that the radiator is considered a fixture under D.C. Water Regulations.

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 radiator heated two-unit home with two kitchens, three bathrooms, a tankless water heater system, and an outdoor utility shed with wiring and plumbing. (Testimony of Ms. Nourmohammadi).
2. The disputed bill is dated November 27, 2023, for the period of October 18, 2023, to November 16, 2023, in the amount of \$904.46. (Disputed Bill).
3. The average water bill was in the range of \$100 to \$150 prior to the disputed bills. (Testimony of Ms. Nourmohammadi).
4. The property is occupied by tenants and Ms. Nourmohammadi does not currently reside at the property. (Testimony of Ms. Nourmohammadi).
5. Ms. Nourmohammadi testified that the high usage was caused by a burst heat pipe in the outdoor utility shed, which is built on city land. (Testimony of Ms. Nourmohammadi).
6. Ms. Nourmohammadi testified that a plumber conducted an emergency repair and informed her that the pipe was on D.C. Water's property. (Testimony of Ms. Nourmohammadi).
7. D.C. Water asserted that a call was made in February 2024 requesting water shutoff due to a broken pipe. (Testimony of Ms. Andrews).

8. Ms. Nourmohammadi testified drywall was removed inside the home but that further investigation confirmed that the leak occurred on the city's pipes. (Testimony of Ms. Nourmohammadi).
9. Ms. Nourmohammadi testified that much of her yard is city property, but she is responsible for its maintenance. (Testimony of Ms. Nourmohammadi).
10. Ms. Nourmohammadi testified that the plumber repaired the pipe despite his belief that it lay on D.C. Water property. (Testimony of Ms. Nourmohammadi).
11. D.C. Water's investigation determined that an adjustment is not 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. (Testimony of Ms. Andrews).
12. D.C. Water asserted that the plumber's report indicates that an inch and a half of galvanized pipe with copper pipe for a radiator and a gate valve with a ball valve were replaced. (Testimony of Ms. Andrews).
13. D.C. Water asserted that the plumber's report reads that the leak was located behind drywall in the utility room. (Testimony of Ms. Andrews).
14. D.C. Water asserted that the high usage for this property occurred between November 1, 2023, and November 8, 2023, so it was controlled at the premises after the repair was made on November 8, 2023. (Testimony of Ms. Andrews).
15. Ms. Nourmohammadi testified that she called D.C. Water and informed them that the plumber believed the leak was on D.C. Water's side. (Testimony of Ms. Nourmohammadi).
16. D.C. Water asserted that it had no record of any mention of the leak being on D.C. Water's side. (Testimony of Ms. Andrews).
17. D.C. Water asserted the issue was caused by a leak on a fixture within the owner's control. (Testimony of Ms. Andrews).

#### CONCLUSIONS OF LAW

1. The burden of proof is on the customer to show, by a preponderance of evidence, that the decision of 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. If an investigation discloses a leak, other than a meter leak, in the underground service or other location where the leak is not apparent from visual 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 or the result of infrastructure for which the owner or occupant is irresponsible for maintaining. 21 DCMR 407.2.

### 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 she should not be responsible for their payment.

This case centers on whether a radiator pipe leak that caused high water usage was located on the customer's property and therefore the customer's responsibility, or whether it was on D.C. Water's side of the line and therefore DC Water's responsibility. The customer contends that the plumber who made the repairs informed her that the leak was on a pipe that was D.C. Water's responsibility, while D.C. Water maintains that the plumber's report indicates the leak was in a radiator pipe within the utility room, which is considered a fixture under D.C. Water regulations.

Under D.C. Municipal regulations, specifically 21 DCMR 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 can be made to the bill for any portion of the excessive consumption attributable to those leaks.

In this case, the evidence presented does not substantiate the customer's claim that the leak was on DC Water's side. The plumber's report submitted by the customer indicates that the repair involved replacing "an inch and a half of galvanized pipe with copper pipe for a radiator and replacing a gate valve with a ball valve." The report further states that the plumber cut through drywall to access and repair the pipe. These details suggest that the leak was related to a fixture and within the customer's plumbing system rather than on D.C. Water's infrastructure.

Additionally, while the customer testified that she informed DC Water that the plumber believed the leak was on D.C. Water's side, the documentation provided by the plumber shows that the pipe connected to the radiator - a fixture within the owner's control - was the cause of the leak.

The timing of events also supports DC Water's position. The usage data shows that high water usage occurred between November 1, 2023, and November 8, 2023, and ceased after the repair was completed on November 8, 2023. This pattern is consistent with a leak that was fixed by the repair work documented in the plumber's report.

Although the customer testified that the utility shed is located on city land, the presence of a structure on public land in and of itself does not automatically make the plumbing within that

structure the responsibility of D.C. Water. The responsibility for plumbing typically extends from the water main to the property line (D.C. Water's responsibility) and from the property line to and throughout the structures on the property (the owner's responsibility).

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 D.C. Municipal Regulation 406.2 because the excess usage resulted from a leaking fixture within the customer's control is hereby **AFFIRMED**.



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Carolyn Elefant, Hearing Officer

Date: March 19, 2025

Nika P Nourmohammadi  
2515 Bamboo St  
NewPort Beach, CA 92660

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

**IN RE:** [REDACTED]  
[REDACTED] Sligo Mill Rd NE  
Washington, DC 20011  
c/o [REDACTED]@gmail.com

Account No. [REDACTED]  
Case No. 24-306983

Total Amount in Dispute: \$526.53

Before Carolyn Elefant, Hearing Officer  
February 25, 2025

The customer contested a water bill for the property at [REDACTED] Sligo Mill Rd NE, Washington D.C. The disputed bill is dated January 26, 2024, for the period of November 28, 2023 to January 25, 2024, in the amount of \$526.53.

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 February 25, 2025, for a remote hearing. Present for the hearing were [REDACTED], on behalf of her property, and Kristen Gibson and Kimberly Arrington, who appeared on behalf of D.C. Water.

The property involved is a single-family home. The house is currently unoccupied due to ongoing renovations. The water connection is turned on, but not used.

Ms. [REDACTED] recalled receiving an email notification that there was a high usage of water at the property. She explained that, because the property is unoccupied, she first visited the property a day after this alert. Ms. [REDACTED] stated that she received a second email about high water usage. She testified that two pipes had burst, and the home appeared to be flooded.

Ms. [REDACTED] stated that she originally contacted her brother, who has experience in home renovations, to aid with the situation. She added that he was able to assist somewhat, but his attempt to turn off the main water valve failed because it was broken. Ms. [REDACTED] testified that they then called a professional who shut off the main water valve from outside the house as the internal shutoff was malfunctioning. Ms. [REDACTED] noted that one burst pipe was in the basement and the other was upstairs in the kitchen. She concluded that the pipes have since been repaired and that the situation was unfortunate.

Ms. [REDACTED] testified that the customer was seeking an adjustment on the basis that the unusually cold weather that caused the burst pipes was outside of their control. Ms. [REDACTED] confirmed that she contacted D.C. Water via email and supplied a bill from the plumber dated January 26, 2024. She added that she followed the instructions in the email sent by D.C. Water. Ms. [REDACTED] recalled that D.C. Water's response was to deny her dispute, so she appealed. She stated

that her next communication from D.C. Water was an email regarding the hearing. Ms. [REDACTED] noted that the delay in response led her to believe that the issue would not be resolved. She stated that as the incident took place a year ago, she had almost forgotten about her appeal.

Ms. Gibson asked to clarify what dates the plumber's repairs actually took place, noting that the records are dated January 26, 2024. Ms. [REDACTED] replied that she was unsure, as the first person she contacted for help was her brother. She stated that she was uncertain of the exact dates the plumber was at the property, only recalling that he arrived after her brother's attempt to assist.

Ms. Gibson inquired whether Ms. [REDACTED] had reviewed the data collection unit readings for the disputed period. She noted that there were two distinct spikes in the data. Ms. [REDACTED] replied that she did not believe the pipes burst on the same day.

Ms. Gibson acknowledged that the weather was extremely cold during the period of high usage. She stated that, based on communication with the customer, she believed that the freezing temperatures were the cause of the pipes bursting.

Ms. Gibson 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 attained by D.C. Water's automated meter reading system. Ms. Gibson stated that the meter that serves the property was not removed for testing because there was evidence of internal leaks. She added that for that reason, D.C. Water also did not conduct an underground investigation. Ms. Gibson reported that the customer provided a plumber's report which indicated internal repairs were made to copper pipes. She noted that two main shutoff valves were also installed, the second as a backup valve in case of emergency.

Ms. Gibson stated that D.C. Water's investigation closed on April 3, 2024, and initially determined that no adjustment was warranted under District Municipal Regulations under sections 407, in reference to adjustments for leaks which occur between the meter and the structures that are served by the meter and for underground leaks.

Ms. Gibson testified that upon the receipt of the administrative hearing petition, D.C. Water was able to determine by the customer's petition that the leak was visually apparent inside the basement. She reported that D.C. Water thus determined the issue was an internal household leak and as such an adjustment is not warranted under District 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. Gibson stated that D.C. Water did not officially receive information indicating that a pipe had also burst in the kitchen. She noted that her understanding, based on the plumber's report, was that multiple pipes had burst, but all were isolated to the basement area. Ms. Gibson reported that if a second pipe had burst in the kitchen, it would also fall under District Municipal Regulation 406.2, which relates to household leaks. She concluded that D.C. Water thus denied the adjustment as the responsibility for such leaks falls on the property owner.

Ms. Gibson testified that D.C. Water had not previously issued a written ruling as to its determination of the applicability of District Municipal Regulation 406.2. She clarified that D.C. Water was first presenting this position at this hearing based on their investigation. Ms. Gibson formally apologized for the delay in scheduling the ongoing hearing and addressing the customer's petition. She expressed appreciation for Ms. [REDACTED] availability for the hearing.

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, currently unoccupied due to ongoing renovations. The water connection is turned on, but not used. (Testimony of Ms. [REDACTED])
2. The disputed bill is dated January 26, 2024, for the period of November 28, 2023 to January 25, 2024, in the amount of \$526.53. (Hearing Notice dated February 7, 2025).
3. Ms. [REDACTED] testified that she received high usage notification emails from D.C. Water. (Testimony of Ms. [REDACTED])
4. Ms. [REDACTED] testified that two pipes burst at the property, one in the basement and one in the kitchen, because of freezing temperatures. (Testimony of Ms. [REDACTED])
5. Ms. [REDACTED] testified that she and her brother were unable to resolve the issue in part because the main water valve was broken. (Testimony of Ms. [REDACTED])
6. Ms. [REDACTED] testified that she hired a plumber who repaired the pipes and replaced the main water valve. (Testimony of Ms. [REDACTED])
7. D.C. Water asserted that there were two spikes in usage. (Testimony of Ms. [REDACTED])
8. Ms. [REDACTED] testified that the two pipes burst at different times. (Testimony of Ms. [REDACTED])
9. D.C. Water asserted that the issue was caused by an internal fixture leak due to freezing temperatures. (Testimony of Ms. Gibson).
10. D.C. Water asserted that the meter was not tested, and no underground inspection took place because of the evidence of internal leaks. (Testimony of Ms. Gibson).
11. D.C. Water asserted that it received a plumber's report dated January 26, 2024, which reported that internal repairs were made to copper pipes and two main shutoff valves were installed. (Testimony of Ms. Gibson).
12. D.C. Water asserted that no adjustment was warranted under District Municipal Regulations under sections 407, in reference to adjustments for leaks which occur between the meter and the structures that are served by the meter and for underground leaks. (Testimony of Ms. Gibson).
13. D.C. Water asserted that an adjustment is not 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. (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. 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

This case involves high water usage at an unoccupied property undergoing renovations. The customer, Ms. [REDACTED] received high usage notifications from D.C. Water, prompting her to visit the property where she discovered two burst pipes—one in the basement and one in the kitchen—that had caused flooding. Ms. [REDACTED] contends that she should receive an adjustment because the unusually cold weather that caused the pipes to burst was outside of her control.

D.C. Water initially based its denial of adjustment on Section 407 of the DC Municipal Regulations, which pertains to leaks occurring between the meter and the structures. Subsequently, D.C. Water revised its position during the hearing. After reviewing the customer's testimony and the plumber's report, D.C. Water determined that Section 406.2 was the applicable regulation, as the burst pipes constituted internal household leaks. Under DC Municipal Regulation 406.1, "The repair of leaking faucets, household fixtures, and similar leaks... are the responsibility of the owner or occupant." Section 406.2 further specifies 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."

The burst pipes in this case, whether located in the basement or kitchen, are internal household fixtures under the meaning of Section 406. The term "fixtures" encompasses the pipes that distribute water throughout a house, and the responsibility for maintaining these pipes falls on the property owner. The fact that the pipes burst due to freezing temperatures does not shift this responsibility to D.C. Water. Property owners in cold climate regions must take precautions to prevent pipes from freezing, such as maintaining heat in vacant properties or winterizing plumbing systems when a property will be unoccupied during cold weather.



While I understand the customer's frustration with receiving a high water bill for an unoccupied property, particularly when the cause was an unexpected freeze, the applicable regulations do not provide for exceptions based on weather conditions or the occupancy status of a property. The regulations place the responsibility for internal leaks on the property owner, regardless of the circumstances that caused those leaks.

For the reasons discussed, the determination of D.C. Water that no basis exists to adjust the customer's account in accordance with DC Municipal Regulation 406.1 and 406.2 is hereby **AFFIRMED**.



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Carolyn Elefant, Hearing Officer

Date: March 19, 2025

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██████████  
██████ Sligo Mill Rd NE  
Washington, DC 20011  
c/o ██████████@gmail.com

BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

DEPARTMENT OF CUSTOMER SERVICES

IN RE: [REDACTED]  
[REDACTED] Blair Road, NW  
Washington, DC 20012

Account No: [REDACTED]

<u>Billing Period</u>	<u>Amount in Dispute</u>	<u>Case Number</u>
12/18/2021– 1/20/2022	\$117.70	24-135365
8/18/2022 – 9/20/2022	\$94.12	24-135364
12/20/2022 – 1/20/2023	\$93.13	24-135353
1/21/2023 – 2/17/2023	\$135.69	24-135362
10/21/2022- 2/17/2023	\$298.76	24-135361
2/18/2023 – 3/17/2023	\$194.83	24-135360
3/18/2023 – 4/19/2023	\$231.47	24-135359
4/20/2023 – 5/17/2023	\$343.37	24-135358
5/18/2023 – 6/20/2023	\$353.05	24-135357
6/21/2023 – 7/20/2023	\$312.71	24-135356
7/21/2023 – 8/17/2023	\$212.09	24-135355
8/18/2023 -9/20/2023	\$285.39	24-135354
9/21/2023 – 10/19/2023	\$295.18	24-135353P
10/20/2023 – 11/20/2023	\$370.30	24-153352

Before Janet W. Blassingame, Hearing Officer  
January 17, 2025 at Noon

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

This matter was scheduled for a remote hearing on January 17, 2025. Present for the hearing were: [REDACTED] and [REDACTED] property owners; Sohani Khan, Esq., Office of the People's Counsel, on half of the customers; Stephanie Robinson, Geneva Parker, and Kimberly Arrington, on behalf of DC Water; Claire Shibelski, Office of the People's Counsel, Outreach Office, observing only; and, Barbara Mitchell, Esq. and Rona Myers, DC Water, also, observing only.

The property involved is single-family residence owned and occupied by [REDACTED] and [REDACTED]. The house has three (3) bathrooms, a kitchen, a utility sink, washing machine, dishwasher and two (2) outside faucets. The couple has lived at the property since December 2011, except for a period during which the property was being renovated. The house was vacant from October 2021 to April 2023 due to the renovations.

In opening, Ms. Khan asserted that her clients have been overpaying DC Water for service since year 2018. She stated that they saw water in their yard and a service technician told them that DC Water was responsible for repair. She stated that in year 2021, water to the property was shut-off because the property was undergoing renovation. She asserted that the customers were not informed to dispute their bill until year 2023. She stated that they received an account adjustment in year 2021.

Ms. [REDACTED] stated that they were not aware of a leak at the property after year 2021.

Mr. [REDACTED] testified that, in April 2016, the street was dug up due to a sewer issue. He stated that, in May 2016, their yard was dug up for a sewer issue. He stated that water was in the meter pit but he was not told that anything needed to be in writing. He stated that, in year 2016, he was told that there was a meter leak on the public side. He added that they have had at least four (4) water meters installed at their property from year 2016 to the present. He stated that their service line was lead.

Mr. [REDACTED] stated that he believes that the service tech turned the water off in December 2021 for the renovations. He stated that he never received an inspection report. He stated that work permits were approved. Ms. Khan interjected that her client was referring to the Work Order dated December 17, 2021. She stated that nothing other than the Work Order was recorded and there was no follow-up or investigation.

Mr. [REDACTED] stated that he understood that there was no curb stop but he learned that he was incorrect. He reiterated that he was told by a DC Water service technician that the leak was on the public side and not the responsibility of the property owners. He stated that an abandoned meter pit was found but, later, a meter with curb stop was found in his yard.

Ms. Parker refers to the remarks contained in the Work Order of December 2021. She pointed out that no service line replacement was required. Mr. [REDACTED] responded that the service line was out of code.

Ms. [REDACTED] stated that their monthly water and sewer bill ranged between \$350.00 and \$400.00.

Mr. [REDACTED] asserted that he became aware of the existence of a leak in March 2023 and he, also, became aware that they were overpaying.

In response to questioning by Ms. Parker, Mr. [REDACTED] stated that he only was told verbally of what was going on at the property and he never received a copy of the Work Order. He reiterated that he was told that the leak was on the public side and one on the private side and he understood that the excavation would determine responsibility for repair. Mr. [REDACTED] acknowledged that there were leaks on both sides of the water meter. He stated that there were leaks at the meter connections but understood that the leaks were no issue because, as property owner, he did not have to replace the water service line. He asserted that the inference was that if repair by the property owner was necessary, it would be part of the permit process. Mr. [REDACTED]

stated that the water service line was replaced under lead pipe program. He emphasized that he did not have to replace the water line.

Ms. [REDACTED] acknowledged that she received high water usage alerts from DC Water in April 2023. She stated that she disregarded the alerts from the utility because after the renovations, the water usage was on-par with their historical usage. She added that she was told that the leak was on the DC Water side of the water meter.

Ms. [REDACTED] testified that when the water was shut-off, the water bills went down to between \$180.00 and \$200.00 per billing cycle. She stated that their property is fairly large and she felt that the water bills were normal. She stated that after the water service was turned back on in April or May, 2023, the water bill was back to normal before renovations were performed.

Mr. [REDACTED] stated that the plumber did not find any leaks in the fixtures/

Ms. [REDACTED] stated that she had been talking with DC Water representatives about their high-water bills but then a neighbor showed her their water bill and their bill was astronomically higher than their neighbor's bill. After seeing her neighbor's bill, Ms. [REDACTED] stated that she went to Councilman Mendelson and after that, it started rolling to find the leak. She stated that in January 2024, her sidewalk was dug-up and the underground leak was fixed. She stated that after the leak was fixed, then, the lead pipe replacement work was started and the abandoned water meter was found in her yard. Ms. Khan interjected that the Work Order dated January 22, 2024 reflects that a leak was found on the setter. Ms. [REDACTED] stated that she does not know whether the water meter was replaced. She stated that the leak repair was deemed an emergency and that the work was performed late at night. She stated that the lead pipe replacement was performed during the same time frame.

Ms. [REDACTED] asserted that after the lead pipe replacement and the leak was repaired, their water usage went down significantly to \$70.00. She stated that she then understood that they had been paying too much due to leaks for years.

Ms. [REDACTED] testified that she thought that the replacement of pipe inside of the house would have reduced the water bill but it did not. She stated that she contacted DC Water in the Fall of 2023 after comparing bills with her neighbor. She stated that she did not associate leaks outside of the house was possible cause of high-water bills. She reiterated that the water bill was the same as it always had been prior to renovation. She added that she never received any high usage alerts from DC Water while the property was under renovation.

Referring to December 2021, Ms. Parker questioned why the customers did not think the water bill was high after renovation and their moving back into the residence, if they thought it was high before renovation. Ms. [REDACTED] responded that they thought the bill was high because no one was living in the house and, also, because the utility had said the leak was on the public side. Ms. [REDACTED] asserted that she does not know what was happening with the underground leak but she was told that the leak was the utility's problem. Ms. [REDACTED] explained that they moved out of the house in September 2021 but the water remained on until December 2021.

Ms. [REDACTED] stated that as part of the house renovation, they added a bathroom and watering system for the lawn, so she thought the water charge was OK when they moved back into the house. In response to Ms. Khan, Ms. [REDACTED] stated that she did not know that she needed to dispute the water bills since DC Water had already acknowledged that the underground leak was on the public side and utility was responsible for repair.

Ms. [REDACTED] stated that they moved out of the house in September 2021 and moved back into the house in April 2023. She stated that they disputed the water charges after the renovations were complete and they moved back into the house. She stated that water service was turned back on at the house prior to the owners moving back in to accommodate the plumber. She stated that the water was turned back on in January or February.

Mr. [REDACTED] recounted problems regarding the lead pipe replacement. He stated that Capital Paving could not do the work because the curb stop could not be located. He stated that after the curb stop was found, then a new contractor could not do the work. Mr. [REDACTED] stated that there are two (2) programs for lead pipe replacement. He stated that there were two (2) meter pits, not two (2) water meters on the property. Ms. Parker interjected that the bottom line in this matter was that there was a leak on the water service since 2021 and two (2) leaks were involved. She stated that both leaks were on the public side. She stated that if the service lead pipe is replaced, the property owner must do the repair during the property renovation. If the lead pipe is replaced during the lead pipe replacement program, the repair would have been done by the utility. She stated that the leak that was not visible was the one at issue. She stated that the property owner is served with Notice of Responsibility if the owner needed to do the repair. She stated that, in December 2021, DC Water did not know if the owner needed to include the lead pipe service in the renovation. She added that water usage at the property was mitigated by turning off the water.

Ms. Khan stated that her clients want DC Water to adjust the account for the period 2/17/2023 to 10/19/2023. She stated that the utility has already adjusted the customer's account for the period 11/19/2021 to 12/17/2021. She asserted that DC Water mitigated the leak and waived the timeline. She asserted that the utility knew of the leak but did not do anything again until November 2023.

Ms. Khan cited the Matter of [REDACTED] decided on 1/25/2024 by the Hearing Officer. Ms. Khan asserted that, in the [REDACTED] matter the Hearing Officer held that DC Water waived the dispute timeline and that the utility cannot arbitrarily set an adjustment period.

Ms. Robinson stated that the customer's water and sewer bills were based upon actual water meter reads and DC Water investigation found no faulty computation. She stated that the customer filed 16 bill disputes on December 6, 2023 and the utility found that 13 of the disputes were untimely filed pursuant to DC Municipal Code Section 21 - §402.1. She stated that the utility determined that only one bill dispute sought by the customer was timely filed and that bill was dated 11/20/2023. Ms. Robinson stated that DC Water sent the customer a Pre-Investigation Letter dated 1/16/2024.

Ms. Robinson testified that DC Water conducted an underground leak inspection at the property on 21/22/2021 and found a leak on the setter. She stated that the utility had previously found the same leak on 12/21/2021 and that finding is consistent with what was found at the property in year 2024.

Ms. Robinson stated that water service was turned on at the property on 1/29/2023 and that the turn-on was done without notice to DC Water. She stated that during the period of water being turned off, the customer was billed for the meter but not for water usage. She stated that during this period, the customer was making partial payments for bill charges and, as such, the balance owed to the utility was rising. Ms. Arrington interjected that the customer charge was \$94.12 per month with zero consumption.

Ms. Robinson testified that DC Water sent the customer twenty (20) high water usage alerts (HUNA) between March 27, 2023 and July 6, 2023. She asserted that the customer received the HUNA alerts but failed to respond. She stated that the customer finally contacted DC Water on 12/6/2023.

Ms. Robinson testified that the customer's lead service replacement was completed on 2/13/2024. She stated that DC Water determined that the customer was entitled to an account adjustment of 100% water and 100% sewer pursuant to DC Municipal Regulation Section 21-§407.3 for the period 10/20/2023 to 11/10/2023. She stated the adjustment was granted on 6/24/2024. She stated that the customer was granted a second account adjustment on 6/24/2024 and that was made because the utility estimated the customer's usage from 1/20/2024 to 3/19/2024. The second adjustment was 100% water and 100% sewer. She stated that the lead repair was completed in February 2024. She stated that the customer was granted a third account adjustment on 9/5/2024 for the period 11/19/2021 to 1/20/22.

Ms. Parker testified that, going back to December 2021, two (2) leaks were at the property. She explained that repair of the leaks were to be manifested one of two ways. Either the leaks would be repaired as part of the customer's renovation of the property or the leak would be solved thru lead pipe replacement. She asserted that the customer completed the inside renovation of the property but did not pursue resolution of the outside leak.

Ms. Parker stated that the customer had high water bills when they moved back into the house. She stated that there was a record of the leak's existence and the customer's renovations could have taken care of the problem. She asserted that DC Water's last information was that the water was off at the property as of 12/21/2021 and she stated that DC Water was not informed that the water had been turned back on until 12/6/2023 and the customer did not inform the utility as to how the leak had been dealt with or if it had been dealt with. Ms. Parker asserted that DC Water only participated in the repair of the setter leak and the customer was to have the other leak repaired during renovations taking place at the property.

Ms. Parker asserted that the customer knew that DC Water would repair the leak at the setter. She stated that the customer had two (2) alternative options for the repair of the second leak and those were to repair the leak as part of the property renovation or to participate in the lead pipe replacement program through which the leaking pipe would be replaced.

Ms. Parker explained that the Lead Service Replacement Program is a District of Columbia program but it is not a DC Water program. She stated that the Program is funded by the District of Columbia government but DC Water implements the program for the City.

Mr. [REDACTED] asked Ms. Parker whether DC Water has a role in the permit process required for renovations to be performed. Ms. Parker replied that the utility has a Permit Department and that department would know whether renovations were made at a property but the Permit Department does not have access to or knowledge of whether there is a leak of the service line at a property. Mr. [REDACTED] stated that he assumed that DC Water knew what they did regarding renovation of the property. Ms. Parker asked of Mr. [REDACTED] when did he contact the Lead Pipe Replacement Program. Mr. [REDACTED] responded that DC Water told him that he had a copper pipe line and was not eligible for lead pipe service replacement.

Ms. Parker asserted that the customer knew since year 2021 what needed to be done to rectify the leak at the property and when the water was turned back on at the property, the customer was aware of the leak. Mr. [REDACTED] retorted that he and his wife were told that it was not their responsibility to repair the leak. Ms. Parker responded that the customer knew that the leak contributed to their high-water bill. Ms. Khan interjected that her clients were repeatedly told that they had no responsibility to fix the leak. Ms. Parker responded that everyone was aware of the existence of the leak since year 2021 and the customers were advised of two (2) repair options but, instead of pursuing either repair option, they simply turned the water back on at their property and did not say anything to DC Water until they filed their bill dispute on 12/6/2023. Ms. Khan asserted that the two (2) mentioned options for repair of the leak were, in fact, not available to her clients. She asserted that her clients were not required to replace the water service line as part of the renovations performed at their property and they could not utilize the Lead Pipe Replacement Program because they were told that they had a copper line when, in fact, they did not have a copper line. Mr. [REDACTED] stated that he went on the website and saw that his property had a copper line. Ms. Parker asserted that Mr. [REDACTED] should have told DC Water that he believed that he could not use the Leak Service Replacement Program to have the leak repaired.

Ms. Parker pointed out that DC Water sent high water usage alerts and collection alerts to the customer. She asserted that the utility only knew that the property renovations were complete. Mr. [REDACTED] stated that there were regular contacts with DC Water regarding the existence of the leak and not until they contacted DC Council member Mendelson did DC Water do anything to resolve the leak.

Based upon the testimony and evidence presented as part of the hearing, the Hearing Officer makes the following:

#### FINDINGS OF FACT

1. The property involved is a single-family residence owned and occupied by [REDACTED] and [REDACTED] (Testimony of Mr. [REDACTED])
2. The property owners did not occupy the residence from October 2021 to April 2023 due to renovations planned and taking place at the property. (Testimony of Mr. [REDACTED])



3. After the customers moved out of the residence, the customers disputed a bill for the period from 11/19/21 to 12/17/21. (The record in this matter; DC Water letter to [REDACTED] and [REDACTED] dated 9/4/2024 signed by Geneva Parker)
4. On December 21, 2021, as a result of an underground leak inspection conducted by DC Water, two (2) leaks were found at the property. There was a leak on the meter riser on the house side and a leak on the water service line. (The record in this matter; DC Water Service/Work Order: 22-128950 dated Dec. 17, 2021; DC Water letter to [REDACTED] and [REDACTED] dated 9/4/2024 signed by Geneva Parker)
5. DC Water found lead service on the private side during the underground inspection. (DC Water Service/Work Order: 22-128950 dated Dec. 17, 2021)
6. The customers understood that there was a leak were on the public side and a leak on the private side. (Testimony of [REDACTED] and [REDACTED])
7. In December 2021, the property was scheduled to undergo renovation and the property owners were in the middle of obtaining permits. The leaks found at the property were not repaired following the underground leak inspection pending determination of renovation requirements. DC Water's technician informed the customers that if due to the planned renovation, the owner must increase the size of service, repair responsibility would fall on the owner to repair both leaks but if the owner is able to keep the same size service, the owner may qualify for the Lead Service Replacement Program through DOEE and the leak on the meter riser would be replaced by DC Water. (See, DC Water Service/Work Order: 22-128950 dated Dec. 21, 2021)
8. At the request of the property owner, water was shut off at the meter to allow the permits to come back and the owners know which option of repair they would qualify for. (DC Water Service/Work Order: 22-128950 dated Dec. 21, 2021)
9. The property owners were not required to increase the size of service as part of the permit process for renovation of the property. (Testimony of Mr. [REDACTED])
10. The water was turned back on 1/29/2023, without notice to DC Water, to allow the plumber to complete work for the renovation of the property. (Testimony of Mr. [REDACTED] testimony of Stephanie Robinson)
11. DC Water sent HUNA alerts of high-water usage occurring at the property starting March 27, 2023 and between March up to June 19, 2023, the utility sent 20 alerts to the customer of high-water usage occurring at the property. (DC Water Interaction Notes; testimony of [REDACTED])
12. DC Water sent collections calls to the customers on 1/14/2023 and 11/22/2022. (DC Water Interaction Notes)
13. In year 2022, the customer disputed the impervious area charge but did not dispute the water charges. (DC Water Interaction Notes)
14. [REDACTED] acknowledged receiving HUNA alerts from DC Water; however, she disregarded the alerts because, after the property renovation was completed, the water and sewer bills received by her for the property were consistent with historical usage and she thought the bills were normal. (Testimony of [REDACTED])
15. The property owners believed the leaks were on the public side and the responsibility of DC Water for repair. (Testimony of [REDACTED] and [REDACTED])
16. The customers were aware of the existence of leaks at the property and that the leaks were not repaired during property renovation; however, because the leaks were on the public side, there was no concern regarding repair because they believed that the utility



would take care of the leaks and should have been aware that they did not have to increase the size of service to effect the renovation of their property. (Testimony of [REDACTED] and [REDACTED])

17. The office responsible to issuing permits for property renovations was not aware of the existence of leaks at the property and DC Water was not aware of the permit requirements for renovation of the customer's property and that the customers were not required to increase the size of service. (Testimony of Geneva Parker)
18. The customers did not advise DC Water of the date of renovation completion at their property or when they resumed occupying the property. (Testimony of Geneva Parker)
19. After comparing their water and sewer bill to that of a neighbor's bill, the property owners found that their bills were considerably higher than their neighbor's bill and they believed that they were and had been overpaying for water service. (Testimony of [REDACTED])
20. On 12/6/2023, the customers filed 16 bill disputes starting with the period 12/18/2021 to 1/20/2022 up to and including the period 10/20/2023 to 11/20/2023. (The record in this matter; testimony of Stephanie Robinson)
21. DC Water determined that 15 of the customers' bill disputes were untimely but that the dispute for the period 10/20/2023 to 11/20/2023 was timely made. (Testimony of Stephanie Robinson)
22. DC Water investigated the bill dispute and conducted an underground leak inspection on 1/22/2024 during which the leaks consistent with those discovered in year 2021 were found. (DC Water Service/Work Order 24-203225; DC Water letter to [REDACTED] and [REDACTED] dated 9/4/2024 signed by Geneva Parker)
23. DC Water repaired the leak at the meter setter (previously referred to as the leak of the meter riser) on 1/22/2024. (DC Water letter to [REDACTED] and [REDACTED] dated 9/4/2024 signed by Geneva Parker; DC Water Service/Work Order: 24-213365)
24. The Mr. [REDACTED] saw on-line that his water service line was copper and he did not believe that he was eligible to seek line replacement thru the Lead Service Replacement Program. After it was resolved that the service line was, in fact, lead, a problem was encountered when a curb stop would not be found at the meter and line replacement was halted to have a curb stop installed. Ultimately, two (2) meter pits were located at the property and a curb stop was found in one of the meter pits and pipe replacement was completed on 2/13/2024. (Testimony of Mr. [REDACTED] DC Water letter to [REDACTED] and [REDACTED] dated 9/4/2024 signed by Geneva Parker; DC Water Service/Work Order: 24-249698)
25. DC Water estimated water usage at the property from 1/22/2024 to 3/22/2024. (DC Water letter to [REDACTED] and [REDACTED] dated 9/4/2024 signed by Geneva Parker)
26. As of 3/22/2024, meter reads from the property indicate all leaks are mitigated. DC Water letter to [REDACTED] and [REDACTED] dated 9/4/2024 signed by Geneva Parker)
27. DC Water determined that three (3) account adjustments were warranted:
  - (a) The period of 10/20/2023 to 11/20/2023 was adjusted on 6/6/2024 for 100% water and 100% sewer;
  - (b) The period of 1/20/2024 to 3/19/2024 was adjusted on 6/24/2024 for 100% water and 100% sewer; and,

(c) The period 11/19/2021 to 1/20/2022 was adjusted in the amount of \$288.40 with adjustment of late fees for total adjustment of \$482.17.

(Testimony of Stephanie Robinson)

28. During the period that the water was turned off, the customers were billed for meter and no water usage. (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;
  - (k) If feasible, check the premises for leaking fixtures, underground invisible leaks, and house-side connection leaks;
  - (l) Check the meter for malfunction;
  - (m) Check the water-cooled air conditioning system, if any, for malfunction; and
  - (n) 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. 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.
4. When a meter leak is discovered due to a DC Water issued meter, the Authority shall make the repairs to the meter. A licensed plumber may make the necessary repairs at the expense of the Authority if the amount and nature of the repairs is approved in advance by the General Manager but only if the General Manager has not determined that the leak constitutes an emergency or unsafe condition. (21 DCMR §407.1)
5. 21 DCMR §407.2 states, in part- If the investigation discloses a leak, other than a meter leak, of indeterminate location in the underground service, or at some other location where the leak is not apparent from visual or other inspection, the General Manager shall determine whether the leak is on public space, on private property, on property that is under control of the occupant, or the result of infrastructure for which the owner or occupant is responsible for maintaining and repairing.
6. If, pursuant to §407.2, the leak is determined to have been caused by the Authority or is determined to be the result of infrastructure for which the Authority is responsible for maintaining and repairing, the Authority shall repair the leak and the General Manager shall adjust the bill to equal the average consumption of water at the same premises for up to three (3) previous comparable periods for which records are available. If the leak is determined to have been caused by owner or occupant, no adjustment shall be made. (21 DCMR §407.3)

7. If, pursuant to §407.2, the leak is determined to be on private property or on property that is under the control of the owner or occupant, or the result of infrastructure for which the owner or occupant is responsible for maintaining and repairing, the owner or occupant shall repair the leak. The General Manager may, at their discretion, upon request of the owner, adjust the disputed bill and any bills issued during the investigation for a period not to exceed (30) calendar days after the issuance of the bill investigation report. (21 DCMR §407.4)
8. In order to be considered for an adjustment based upon an underground leak or a leak not visible to the naked eye, the property owner must provide evidence that repairs have been made and that these 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 and Regulatory Affairs. (See, 21 DCMR 407.5 (c))

### DECISION

This is a case of mis-communication or lack of communication. The result of which is that the customers failed to meet their burden of showing that the charges were wrong or for some other reason, they should not have to pay the bills. There was no evidence or testimony that the bills were wrong or that the water usage did not occur at the property as charged.

There is no dispute that DC Water was responsible for repair of the meter leak; however, there was a question as to how the leak on the service line would be repaired and whether the customer would be responsible for the cost of repair. When the leaks were found by DC Water in year 2021, renovation of the property was in early process and no one knew whether the property owner would be required to increase the size of the service line in order to do the desired renovations. Such was a permit question and, at the time that the leaks were found, the property owners did not know what permitting would require. As a result of the underground leak inspection performed, DC Water outlined two (2) options to the property owners for repair of the leaks. If the renovation permits required the property owner to increase the service pipe size, then, the service line leak would be the owner's responsibility and the owner would bear the cost as part of the renovation process, but, if not, the service line leak could be taken care of through the property owners utilizing the Lead Pipe Replacement Program of the DC Government, thus, eliminating costs of repair to the property owners and DC Water would be responsible for the repair of the meter leak. At the request of the property owner, the water was turned off on the day that the leaks were found by DC Water and both sides agreed to wait to allow the property owner to see if the renovation would require the service size to be increased. The mis-communication or lack thereof came into play because the water service at the property remained turned off until January 2023 when a plumber turned the water back on before the owners moved back into their house. When the water was turned back on, the property owners began receiving from DC Water multiple HUNA alerts of high-water usage occurring at the property but the property owners did not respond to the HUNA alerts and did not contact DC Water regarding the status of renovations at their property. Not until after they moved back into the house (April 2023) and, thereafter, compared bills with a neighbor did the property owners contact DC Water and they did so to file bill disputes with DC Water relating back to January 2022. Upon the customer filing the bill disputes, DC Water conducted a bill investigation and found that the leaks found in 2021 remained at the property. On the same day as it conducted an underground leak inspection- 1/27/2024, DC Water repaired the meter leak at the property. After some



confusion regarding whether the service was copper or lead and whether there was a curb stop at the meter, the lead pipes were replaced on 2/13/2024.

DC Water granted the customers three (3) account adjustments:

- (a) The period of 10/20/2023 to 11/20/2023 was adjusted on 6/6/2024 for 100% water and 100% sewer;
- (b) The period of 1/20/2024 to 3/19/2024 was adjusted on 6/24/2024 for 100% water and 100% sewer; and,
- (c) The period 11/19/2021 to 1/20/2022 was adjusted in the amount of \$288.40 with adjustment of late fees for total adjustment of \$482.17.

The customers seek an additional account adjustment for the period 2/17/2023 to 10/19/2023. The adjustment request was based upon an argument that DC Water waived its bill dispute deadlines.

All bill disputes are to be made in writing within twenty (20) calendar days of the bill date. 21 DCMR § 402.2 (2022) Here, the customers contacted DC Water on 12/17/2021 regarding high bills. DC Water initiated a dispute for the bill dated 12/17/2021 and conducted an underground investigation on 12/21/2021 and, as noted, found two (2) leaks at the property. DC Water granted the customers an account adjustment for the period in dispute up to when the water was turned off at the request of the customers. The water was off at the property from 12/21/2021 until 1/29/2023 when a plumber turned the water back on without notice to the utility. DC Water sent multiple HUNA alerts to the customers after the water was turned back on but the customers ignored the alerts from 3/27/2023 thru 6/19/2023. The customers were aware of the existence of the leaks at their property because they knew that their permits for renovation did not require them to increase the size of their service line. The customers, however, failed to contact DC Water to advise that the service line was not required to be increased as part of their renovations and while they did attempt to have the lead pipe service line replaced, their efforts were thwarted due to mistake regarding the line being copper and, then, not being able to find the curb stop. The customers did not contact DC Water to complain of high-water bills until 12/6/2023 when they sought to dispute bills going back to 1/20/2022 up to 11/20/2023.

The customers seek an adjustment for the period after the plumber turned their water back on and when they initiated bill disputes. The period that they seek an adjustment is, also, when the utility was sending HUNA alerts to which the customers did not respond.

Counsel for the customers argued that DC Water waived its bill disputes deadlines by granting the customers' bill adjustments. Counsel argued that it would be arbitrary to adjust for some periods and not others. The Hearing Officer, however, finds that the utility did not waive its dispute deadlines and determined that the customers failed to timely file disputes for all except the bill dated 11/20/2023. The customers timely disputed the bill dated 12/17/2021 and the utility gave an adjustment for the period 11/19/2021 to 1/20/2022 when the water was turned off. Bill disputes are not continuous and a customer must dispute each bill in a timely manner. Here, the customers did not dispute any bill after their dispute of the 12/17/2021 for which they were granted an adjustment, until they filed disputes on 12/6/2023.

21 DCMR § 402 is a claim processing rule found in the regulations pertaining to DC Water. The issue of bill dispute time limitations was addressed by the D.C. Court of Appeals in Gatewood v. DCWASA, in which the Court ruled that a claim processing rule of DC Water may be waived by the utility but that DC Water does not have to waive the time limitation and can avoid potential prejudice to its operations by declining to do so. The Court noted that claim processing rules are essentially rules of administrative convenience adopted by DC Water for the orderly administration of its billing process and are aimed to speed the process of contesting water bills. (See, Gatewood v. DCWASA, 82 A. 3d 41, D.C. Court of Appeals 2013)

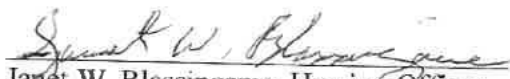
The customers failed to respond to DC Water's HUNA alerts despite knowing that the leaks were at their property and had not been repaired during renovation. The Hearing Officer finds no fault by DC Water in not repairing the leaks sooner. The customers had a duty to mitigate loss of water at their property and they failed to do so by turning the water back on knowing that the leaks had not been repaired and by failing to respond to the alerts sent by the utility. Had the customers responded to the alerts, the utility would have been on notice of the status of the repairs, the utility would have known of the lead pipe replacement issues and the utility would have had a duty to repair, at minimum, the meter leak.

Laches, if the customer had clean hands, could have toll the deadline for dispute of the water bills. The customers in this case did not have clean hands. 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, DC Water was not at fault in causing any delay in repairing the leaks. The parties agreed to turn the water off in year 2021 to allow the property owners to go thru the permitting process and determine if they would have to pay for replacing the service line or if the service line would be replaced by using the Lead Service Replacement Program. The onus was upon the customers to contact the utility to advise regarding the renovation requirements and what option would be pursued to replace the service line. If the customers had told the utility of the permit requirements or lack thereof, the utility could have mitigated water loss due to the meter leak. The problems encountered by the customers regarding the Lead Service Replacement Program were not caused by DC Water but the utility might have been able to facilitate correction of the issues if the customers had sought its assistance, but they did not.

It was argued, on the customers' behalf, that DC Water should have known what the permit office required for the renovation and one of the customers asserted that he assumed DC Water knew what was required for their renovation. The testimony, however, was that the permit office did not know of the existence of leaks at the property when determining the requirements for the permits and DC Water does not communicate with the permit office to know the substance of permits issued.


As such, the customers did not contact DC Water to advise of which option they were taking to repair the service line leak and they allowed the water to be turned back on at their property knowing that the leaks existed. Moreover, they ignored the HUNA alerts sent by the utility and, failed to mitigate the loss of water.

Accordingly, the customers request for further account adjustment is denied.

  
Janet W. Blassingame, Hearing Officer

Date: Mar 9, 2015

Copies to:

  
Blair Rd NW  
Washington, DC 20012

Sohani Khan, Esq.  
Office of the People's Counsel  
655 15<sup>th</sup> St. NW, Suite 200  
Washington, DC 20005



BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

IN RE: [REDACTED]

15<sup>th</sup> St. SE  
Washington, DC 20003

Account No: [REDACTED]  
Case Number: 24-241020

Amount in Dispute: \$386.96


Bill Date: 12/19/2023

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 19, 2023, the customer's Administrative Hearing Petition dated July 27, 2024, DC Water's Pre-Investigation Report dated July 16, 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 19, 2023 and, as such, the Motion to Dismiss Administrative Hearing Petition for the bill dated October 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 January 8, 2024 for the bill dated December 19, 2023. The customer disputed the December bill on February 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 bill in a timely manner.

  
Janet W. Blassingame, Hearing Officer  
Date: Dec. 9, 2025

Copy to:

[REDACTED]  
15<sup>th</sup> St. SE  
Washington, DC 20003

BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

IN RE: [REDACTED]

[REDACTED] Alabama Ave SE  
Washington, DC 20032

Account No: [REDACTED]  
Case Number: 24-36025

Amount in Dispute: \$2,718.74  
\$677.31

Bill Date: 10/2/2023  
Bill Date: 10/31/2023


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 bills dated October 2, 2023 and October 31, 2023, the customer's Administrative Hearing Petition dated April 16, 2024, DC Water's Pre-Investigation Report dated January 23, 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 bills dated October 2, 2023 and October 31, 2023 and, as such, the Motion to Dismiss Administrative Hearing Petition for said bills should be and hereby is GRANTED.

DC Municipal Regulation Title 21 § 409.2 (2022) states that "{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."

In this case, DC Water sent the customer the Bill Investigation Report on January 13, 2024. Report included the form for Petition For Administrative Hearing and the report included notice of the customer's right to appeal and the deadline to do so. The customer's Administrative Hearing Petition is dated April 16, 2024 and, as such, the appeal was not initiated for over two (2) months after the appeal deadline date which was February 6, 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 regulations are rule processing rules and the utility can waive the time limits. In this case, DC Water did not waive its time limit and the customer failed to appeal to utility's decision regarding the dispute the bills in a timely manner.

  
Janet W. Blassingame, Hearing Officer  
Date: Mar 9, 2025

Copy to:

[REDACTED]  
Alabama Ave. SE  
Washington, DC 20032



BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

IN RE: [REDACTED]  
[REDACTED] Park St. NE  
Washington, DC 20002

Account No: [REDACTED]  
Case Number: 23-601013

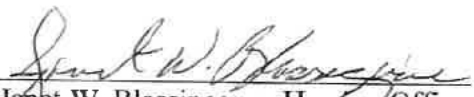
Bill in Dispute: 06/07/2023  
Amount in Dispute: \$333.28

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 June 7, 2023, DC Water's Interaction Records, the customer's dispute email to DC Water dated December 8, 2023, DC Water's Pre-Investigation Report dated September 20, 2023, and considered the allegations of the Motion. Based upon the foregoing, the Hearing Officer finds that the customer failed to timely dispute the bill dated June 7, 2023 and, as such, the Motion to Dismiss Administrative Hearing Petition for said bill 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 27, 2023 for the bill dated June 7, 2023. The customer disputed the June bill on September 10, 2023. DC Water determined that the bill dispute was untimely. According to the DC Water Interaction Records, the customer telephoned the utility on July 13, 2023 about his bill and usage stating that his usage went up in June. The customer was advised to contact a DC licensed plumber to inspect the property. DC Water did not consider the telephone contact with the customer a bill dispute for two (2) reasons- the regulations require a bill dispute to be in writing, and, the time deadline to dispute the June 7, 2023 has passed.

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 did fail to file a dispute of the June bill in a timely manner.

  
Janet W. Blessingame, Hearing Officer

Date: Mar. 9, 2025

Copy to:

[REDACTED]  
[REDACTED] Park St. NE  
Washington, DC 20002

BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

IN RE: JONATHON PHELPS

Estate Property Solutions LLC  
19204 Mount Airey Rd  
Brookeville, MD 20833

Service Address:

██████ Bellevue St, SE  
Washington, DC 20002

Account No: ██████████

Case Number: 24-75928

Bill in Dispute: 06/01/2023

Amount in Dispute: \$1,149.70

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 June 1, 2023, DC Water's Interaction Records, DC Water's Pre-Investigation Report dated December 14, 2023, 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 failed to timely dispute the bill dated June 1, 2023 and, as such, the Motion to Dismiss Administrative Hearing Petition for said bill 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 21, 2023 for the bill dated June 1, 2023. The customer disputed the June bill on November 3, 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 limit. In this case, DC Water did not waive its time limit and the customer did fail to file a dispute of the June bill in a timely manner.

  
Janet W. Blassingame, Hearing Officer

Date: MAR. 9, 2025

Copy to:

JONATHON PHELPS  
Estate Property Solutions LLC  
19204 Mount Airey Rd  
Brookeville, MD 2083

BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

IN RE: DANITA BROOKS, Petitioner

██████ 1<sup>ST</sup> St. SW  
Washington, DC

Account No: ██████████  
Case Number: 23-341370

Amount in Dispute: \$1846.65


Bill Date: 2/14/2023

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 February 14, 2023, DC Water's Interaction Records, DC Water's Pre-Investigation Communication Letter which included the Petition For Administrative Hearing, the customer's request for hearing and copy of a plumber's report, and considered the allegations of the Motion. Based upon the foregoing, the Hearing Officer finds that the customer has failed to timely file a request for administrative hearing and/or request reconsideration of DC Water's determination regarding the dispute of the bill dated January 18, 2024 and, as such, the Motion to Dismiss Administrative Hearing Petition 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 March 6, 2023 for the bill dated February 14, 2023. The customer called DC Water regarding the charges on February 22, 2023 and explained that there was a leak in the basement which was discovered on December 30, 2022 and the water was turned off. During the communication with DC Water, the customer stated her intent to dispute the bill. The customer disputed the February 2023 bill on April 9, 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 limit. In this case, DC Water did not waive its time limit and the customer did fail to file a dispute within the time limit set.

  
Janet W. Blassingame, Hearing Officer  
Date: Mar 9, 2025

Copy to:

Phil-Earl Associates  
Danita Brooks  
2806 Birkle Lane  
Forestville, MD 20019

Danita Brooks  
[REDACTED] 1<sup>st</sup> Street, SW  
Washington, DC 20032

BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

IN RE: [REDACTED]

[REDACTED] Simms Place NE  
Washington, DC 20003

Account No: [REDACTED]  
Case Number: 24-133278


<u>Bill Date</u>	<u>Amount in Dispute</u>
01/26/2023	\$86.59
02/24/2023	\$73.54
03/23/2023	\$71.25
04/25/2023	\$69.95
05/23/2023	\$55.42
06/26/2023	\$90.83
07/26/2023	\$71.25
08/23/2023	\$68.15
09/26/2023	\$163.06
10/25/2023	\$78.91

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") for the bills identified above. The Hearing Officer has reviewed the bills, the customer's Administrative Hearing Petition dated February 5, 2024 with a dispute letter, DC Water's Pre-Investigation Report dated January 26, 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 at issue and, as such, the Motion to Dismiss Administrative Hearing Petition relating to the bills dated January 26, 2023, February 24, 2023, March 23, 2023, April 25, 2023, May 23, 2023, June 26, 2023, July 26, 2023, August 23, 2023, September 26, 2023, and October 25, 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 each bill. In this case, the customer sought to dispute bills covering ten (10) billing cycles starting with the bill dated January 26, 2023 and continuing each month thereafter up to and including the bill dated October 25, 2023. The customer disputed the bills on December 4, 2023. The printed dispute deadline for the bill dated October 25, 2023 was November 14, 2023. The nine (9) bills dated before the October 25<sup>th</sup> bill, each, had dispute deadlines which expired well before November 14, 2023 deadline for the October 25<sup>th</sup> bill. 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: Mar 9, 2025

Copy to:

  
Simms Place NE  
Washington, DC 20002