

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

IN RE: [REDACTED]
54 [REDACTED] 13th St. NW
Washington DC 20011

Account No. [REDACTED]

Case No. 24-46760

Total Amount in Dispute: \$468.39

Before Carolyn Elefant, Hearing Officer
August 7, 2024

The customer contested a water bill for the period of August 22, 2023 to September 22, 2023, in the amount of \$468.39. 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 August 7, 2024, for a remote hearing. Present for the hearing was Ms. [REDACTED], the property owner, and Stephanie Robinson on behalf of D.C. Water.

The property involved is a townhouse with three full bathrooms, a kitchen sink, a water faucet on the exterior of the house, and a water faucet in the porch area. Ms. [REDACTED] stated that she inherited the home in 2020 when her mother passed away. Ms. [REDACTED] explained that she lived on the property for the majority of 2021, but that the house was unoccupied afterwards and unoccupied during the disputed billing period. Ms. [REDACTED] has since moved back into the property and currently resides there. When the property was vacant, she checked the property intermittently, during which time Ms. [REDACTED] may have run the water.

Ms. [REDACTED] explained that prior to the disputed billing period, the average water bill cost was around \$19-\$20, due to the property being vacant. Ms. [REDACTED] testified that during a property check, she entered the backyard of the home to perform upkeep and noticed muddy footprints on the porch as well as disturbed earth on the lawn of the property. Ms. [REDACTED] stated that the neighbors of the property mentioned they had seen D.C. Water undertaking work throughout the neighborhood. Ms. [REDACTED] was unable to recall when this incident took place but stated that she had photos of the property taken at multiple points during her landscaping, before and after the yard was disturbed. Ms. [REDACTED] testified that the photos indicated that clay, not soil, had been upturned, and that she believed the disputed bill was related to the work done in the area by D.C. Water.

Ms. [REDACTED] then stated that the disputed bill was an isolated spike and that she had invited D.C. Water to inspect the property for any water damage as part of their investigation. Ms. [REDACTED] remarked that she did not believe it was possible for there to be no damage to her home with the amount of water usage reported on the disputed bill, positing that massive damage would have

necessitated serious repairs. She noted that the current average bill for the property is \$100-120, which falls within Ms. [REDACTED] expected range for the property's water usage.

At this point, Ms. [REDACTED] shared photographs of her property, the first of which highlighted areas where she believed clay was visible, work had been done, and footprints were present. Ms. [REDACTED] suggested that the workers may have knocked on the property door. She then provided recent photos of the lawn as a comparison.

Ms. Robinson testified that D.C. Water had sent out high usage notification alerts and consecutive usage notification alerts from August 31, 2023, through September 16, 2023. Ms. Robinson then asked if Ms. [REDACTED] recognized the phone number to which the notifications were sent. Ms. [REDACTED] replied that the number was the home phone of her mother and was removed as the household transitioned to cellular devices. Ms. [REDACTED] noted that she had not received any mail correspondence that would have notified her of the high usage and allowed her to address the disputed bill earlier. Ms. Robinson responded that no such service was offered by D.C. Water and that the phone number was tied to the account. Ms. Robinson recommended Ms. [REDACTED] access the D.C. Water online portal and update the account information.

Ms. Robinson noted that D.C. Water responded to a request at the neighbor's property, 54 [REDACTED] 13th St. NW, to shut off the water at the meter due to an internal leak, and noted that, as the houses had individual meters, the leak was unrelated to Ms. [REDACTED] property.

Ms. Robinson stated that D.C. Water's investigation closed on January 25, 2024, and it was determined that an underground investigation was deemed unwarranted as usage had declined at the time of the investigation, which indicated that the cause of the wasted water was controlled at the property.

Ms. Robinson 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 stated that the meter which serves the property was removed on July 9, 2024, and tested for accuracy. Ms. Robinson reported that the meter demonstrated an overall accuracy of 100.49%, within the testing standards set by the American Water Works Association. A meter reading within the range of 98.50% to 101.50% stipulated by the American Water Works guidelines is considered a passing result. Ms. Robinson added that D.C. Water's investigation did not disclose a meter overread or faulty computation. Ms. Robinson stated that under District Municipal Regulation 408.1, in cases in which all checks and test results and inconclusive findings provide no reasonable explanation for excess consumption, no adjustment is warranted.

Ms. [REDACTED] testified that she believed the meter check was conducted after new systems for water meters and piping had been installed. Ms. [REDACTED] stated that the disputed period occurred many months before the new water meters were installed, so the meter reading in July 2024 did not accurately reflect the state of the meter at the time of the disputed bill.

Ms. Robinson replied that, while workers may have been in proximity to Ms. [REDACTED] property, they had only conducted repairs on the neighbor's property and the repairs were unrelated to Ms. [REDACTED] property or meter. Ms. Robinson noted that D.C. Water did not have access to

the neighbor's repair documentation. Ms. [REDACTED] responded that repair work had been conducted throughout the entire block. Ms. Robinson reasoned that Ms. [REDACTED] may have observed a public lead line replacement project, which would not have had an impact on her water usage. Ms. Robinson said that she was unable to locate records of such a project in the D.C. Water system but that she would continue to search for the information and email it to Ms. [REDACTED], though it was currently outside the scope of the hearing. Ms. [REDACTED] could not recall when she supposed the repairs on the entirety of the neighborhood had taken place. She testified she did not believe the damage to her lawn occurred at the time of the public repairs. Ms. [REDACTED] also stated that she had disposed of the repair notices, as she was not occupying the home at the time and had no need to move vehicles to accommodate the repairs. She noted that she first became aware of the disputed bill three months after it was issued and called D.C. Water.

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 townhouse with three full bathrooms, a kitchen sink, a water faucet on the exterior of the house, and a water faucet in the porch area. (Testimony of Ms. [REDACTED]).
2. The bill challenged by the homeowner dated September 27, 2023, covered the period August 22, 2023 to September 22, 2023, in the amount of \$468.39. (Testimony of Ms. Robinson, Hearing Notice dated July 30, 2024).
3. Ms. [REDACTED] occupied the home during 2021 after her mother's death in 2020, but the home was unoccupied and visited occasionally by Ms. [REDACTED] during the disputed billing period. (Testimony of Ms. [REDACTED]).
4. Ms. [REDACTED] average water bill when the property was unoccupied was around \$19-20 prior to the disputed bill. (Testimony of Ms. [REDACTED]).
5. Ms. [REDACTED] current average water bill for the property is \$100-120, with the property occupied. (Testimony of Ms. [REDACTED]).
6. D.C. Water had sent out high usage notification alerts and consecutive usage notification alerts from August 31, 2023, through September 16, 2023. (Testimony of Ms. Robinson).
7. Ms. [REDACTED] did not receive the high usage notification alerts because the phone number tied to the account was her deceased mother's landline. (Testimony of Ms. [REDACTED]).
8. D.C. Water responded to a request to shut off water at the meter at the neighbor's property, 54 [REDACTED] 13th St. NW. Meters are individually located on each property so the neighbor's leak would not impact Ms. [REDACTED] water bill. (Testimony of Ms. Robinson).
9. There may have been a lead line replacement project in the neighborhood, but Ms. [REDACTED] was unclear as to whether the dates of the project coincided with the disputed period and did not recall the damage to her lawn occurring at the time of the project. (Testimony of Ms. [REDACTED]).
10. D.C. Water's investigation found that the high usage had declined by the time it completed its investigation on January 25, 2024, ruling out the possibility of an underground leak. (Testimony of Ms. Robinson).

11. D.C. Water investigated the disputed bill and concluded that the disputed charges were based on actual meter readings obtained by D.C. Water's automated meter infrastructure and there was no indication of any faulty computations. (Testimony of Ms. Robinson).
12. In July 2024, D.C. Water removed the meter for testing and returned results of an overall accuracy of 100.49%, which is within the guidelines of the American Water Works Association standards of 98.5% to 101.50%. (Testimony of Ms. Robinson).
13. D.C. Water's investigation determined that an adjustment is not warranted under DC Municipal Regulation 408.1, in cases in which all checks and test results and inconclusive findings that provide no reasonable explanation for excess consumption, no adjustment is warranted. (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. D,C, Municipal Regulations bar adjustment of customer's bill when all checks and tests provide no reasonable explanation for excessive water consumption. 21 DCMR 408 (stating that "In cases in which all checks and tests result in inconclusive findings that provide no reasonable explanation for excessive consumption, no adjustment shall be made to the bill for any portion of the excessive consumption, except as may be approved by the General Manager, based upon a demonstration by the owner or occupant that such an adjustment will further a significant public interest.")

DECISION

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

The customer argued that the excess water usage was caused by D.C. Water's work in the neighborhood, specifically pointing to disturbed earth and clay in her yard as evidence that D.C. Water workers had accessed her property and caused a leak. However, the evidence does not support this theory. D.C. Water confirmed that while work was performed at the neighboring property at 5413 13th St. NW, each property has individual meters, so any leak at the neighbor's

property would not impact Ms. [REDACTED] water usage. Additionally, Ms. [REDACTED] acknowledged that there may have been a lead line replacement project in the neighborhood, but she was unclear about the timing and did not recall the damage to her lawn occurring during that project. Most importantly, she disposed of any repair notices and could not establish when the alleged work on her property took place or whether it coincided with the disputed billing period.

The customer also suggested that the meter test conducted in July 2024 was not reliable because new systems had been installed after the disputed period. However, D.C. Water's investigation methodology is sound. The meter that was tested was the same meter that served the property during the disputed period, and meter accuracy testing is a standard and reliable method for determining whether a meter was functioning properly. The meter demonstrated an overall accuracy of 100.49%, which falls well within the American Water Works Association standards of 98.50% to 101.50%.

Furthermore, D.C. Water's investigation found that the high usage had declined by the time it completed its investigation on January 25, 2024. This finding rules out the possibility of an ongoing underground leak, as such leaks do not resolve themselves. The decline in usage suggests that whatever caused the excess consumption was controlled at the property and was likely temporary in nature.

The customer argued that the amount of water usage reflected in the disputed bill should have caused visible damage to her property, but the absence of visible damage does not prove that the usage was inaccurate. Water waste often results from sources that do not cause obvious property damage, such as running toilets where water flows directly into the sewer system.

Finally, while the customer did not receive high usage notification alerts because the phone number on the account belonged to her deceased mother, this does not change the outcome. The notification system is a courtesy service, and customers are responsible for maintaining current contact information on their accounts.

In cases in which all checks and tests result in inconclusive findings that provide no reasonable explanation for excessive consumption, no adjustment shall be made to the bill for any portion of the excessive consumption. 21 DCMR 408. Here, despite the customer's theories about D.C. Water's work in the neighborhood, she could not establish that such work actually occurred on her property during the disputed period or that it caused the excess usage. D.C. Water's investigation found no meter malfunction or computational errors, and the decline in usage by the time of the investigation ruled out an ongoing leak.

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



Carolyn Elephant, Hearing Officer
Date: July 16, 2025

[REDACTED]
54 [REDACTED] 13th St. NW
Washington D.C. 20002

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

IN RE: [REDACTED] Account No. [REDACTED]
2 [REDACTED] 14th St NE
Washington, DC 20002 (service address) Case Nos. 24-700806
25-11960

Total Amount in Dispute: \$5,174.52

Before Carolyn Elefant, Hearing Officer
June 25, 2025

The customer contested water bills for the property at 2 [REDACTED] 14th St NE, Washington D.C. The disputed bills are dated January 18, 2023, for the period of December 8, 2022 to January 9, 2023, in the amount of \$4,378.59, and dated February 9, 2023, for the period of January 10, 2023 to February 7, 2023, in the amount of \$795.93.

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 June 25, 2025, for a remote hearing. Present for the hearing were [REDACTED], on behalf of their property, Julian Monopoli, a law clerk observing the hearing, and Stephanie Robinson and Kimberley Arrington, who appeared on behalf of D.C. Water.

The property involved is a single-family rowhouse with two bathrooms, a kitchen, and a washing machine. There was a squatter in the property from 2003 until 2022.

Mr. [REDACTED] explained that he and his wife lived in the house for approximately five years, then began renting out the property. He stated that around 2003, the tenant began squatting in the home and remained there until 2022. Mr. [REDACTED] noted that difficulties with the courts due to Covid-19 and living out-of-state slowed the eviction process.

Mr. [REDACTED] recalled that after the former tenant and squatter vacated the property in December 2022, a friend visited and informed them that the property was in poor condition, with evidence of hoarding. He noted that she advised that there was a leak in the kitchen that appeared to have been ongoing for at least a month or two. He stated that she also called the police, after which they had the water turned off. Mr. [REDACTED] noted that it was at that point they realized the former tenant had left and abandoned the property.

Mr. [REDACTED] testified that they called D.C. Water to explain the situation after receiving a high water bill and were told that, because it was their property, they were responsible for the bill. He added that the account was not in their name at the time. He stated that D.C. Water advised them that they would need to dispute the bill.

Ms. [REDACTED] stated that D.C. Water then put them on a payment plan and told them that they could file a dispute to receive the money back at a later time. Mr. [REDACTED] recalled that his credit card then became compromised and the payment plan stopped.

Ms. Robinson asked that the customer update their current address, as the account bills are being sent to the service address. Ms. Robinson then requested the name of the former tenant who began squatting in the property. Mr. [REDACTED] stated that his name was [REDACTED].

Ms. Arrington questioned whether there had ever been a lease agreement with Mr. [REDACTED]. Mr. [REDACTED] responded that there was no lease agreement, which was the cause of the issue. He explained that Mr. [REDACTED] residency began before rental licenses were required in DC. Ms. [REDACTED] stated that the tenant refused access to the property to complete the necessary inspections, which prevented them from obtaining the license and from ending Mr. [REDACTED] residency.

Ms. Arrington asked if Mr. [REDACTED] was added to the account. Mr. [REDACTED] replied that Mr. [REDACTED] had been in charge of the account and had paid the bills. Ms. Arrington clarified that the account is in the owner's name, who then has the authority to add a third party or tenant to the account. She testified, however, that the account itself never changes ownership and remains in the owner's name.

Ms. [REDACTED] stated that Mr. [REDACTED] was somehow able to open an account in his own name. Ms. Arrington responded that D.C. Water did not allow Mr. [REDACTED] to do so and that the customer's account had always been in Ms. [REDACTED] and Mr. [REDACTED] names. She explained that property management companies, third parties, and tenants can be added to D.C. Water accounts.

Mr. [REDACTED] noted his confusion, explaining that the bills were not paid by them for a period of 20 years. He stated that Mr. [REDACTED] was paying the water bill before he suddenly vacated the property without speaking to them and left the bill unpaid. Mr. [REDACTED] recalled that Mr. [REDACTED] had refused to allow them access to the property and would not communicate with them.

The Hearing Officer suggested that Mr. [REDACTED] may have been opening the mail and paying the bills to keep the water on before incurring the large, disputed amount. Mr. [REDACTED] confirmed that the bills were sent to the service address and continue to be delivered there. He added that he had just received one on June 24, 2025, while he was at the property.

Ms. Robinson reported that the disputed bills were addressed to Ms. [REDACTED] at the service address and the account was enrolled in autopay at that time. Ms. [REDACTED] stated that the account linked to autopay before she set up her account was likely Mr. [REDACTED].

Ms. Robinson noted that the online account was created in 2023. She explained the only information needed to set up autopay is the account number, which can also be used to register for alerts. Mr. [REDACTED] recalled that he had created the account in 2023 for the initial high bill's payment plan.

Ms. Arrington asked Ms. [REDACTED] and Mr. [REDACTED] if they needed Mr. [REDACTED] on the account, as he was still listed as a third party. Mr. [REDACTED] replied that they did not. Ms. Arrington advised them to contact D.C. Water customer service, as Mr. [REDACTED] was added back onto the account on April 14, 2025. She posited that Mr. [REDACTED] likely has control of the online account, suggesting that they go into the online account as the owner and deactivate it. Ms. Arrington also recommended submitting a written notice to customer service advising that the former tenant is not to be added to the account. She explained that this notice would be attached to the records for the property and would help prevent this issue from recurring.

Ms. Arrington then made a correction, noting that only Ms. [REDACTED] and Mr. [REDACTED] names are listed on the account, not Mr. [REDACTED]. She stated that the former tenant was likely able to sign up for HUNA (High Use Notification Application) alerts because he had the account information.

The Hearing Officer inquired if there was a pending lawsuit for the eviction. Ms. [REDACTED] stated that she began the eviction process, but it was interrupted by the onset of Covid-19. She noted that she was unsure whether she had the official record showing that the tenant received the complaint. She added that the city initially informed her they would assist Mr. [REDACTED] in cleaning out the property, but their involvement ended abruptly without explanation. Ms. [REDACTED] provided the case number and details, which can be found in the case files.

Mr. [REDACTED] explained that while he was at the property performing renovations, a pipe inside the wall began leaking. He stated that upon investigating, they discovered that a copper pipe had been installed directly against the brick wall. He noted that this caused the copper pipe to freeze when the brick froze. Mr. [REDACTED] asserted that the work was poorly done and that he has photographs depicting the issue. He explained that a plumber subsequently cut open the wall, extended the pipe away from the brick, and added insulation to prevent future issues.

Ms. Robinson asked Mr. [REDACTED] to provide the timeframe during which this took place. Mr. [REDACTED] began to respond, but Ms. [REDACTED] noted that this incident did not take place in 2023. Ms. Robinson stated that D.C. Water was present at the ongoing hearing to address the disputed bills dated January 18, 2023, and February 9, 2023. She added that D.C. Water would object to the introduction of any other billing periods. Mr. [REDACTED] replied that this was understandable and agreed to focus on the two disputed bills.

Ms. Robinson testified that D.C. Water's position is that no adjustment is warranted. She explained that the charges in question were billed based on actual meter readings and there was no indication of faulty computation. Ms. Robinson reported that alerts were sent to the phone number on file with an area code of 202 from January 5, 2023, through January 14, 2023. She noted that Mr. [REDACTED] called D.C. Water from a different phone number, positing that the 202 number belonged to the former tenant. Mr. [REDACTED] confirmed that she was correct.

Ms. Robinson stated that consecutive usage began to register on the meter at 3 A.M. on December 17, 2023. She noted that someone from the property called at 10:33 A.M. on January 11, 2023, to request that the water be turned off, explaining that there was a broken pipe inside the property and they were unable to locate the interior main shut off valve. Ms. Robinson reported

that D.C. Water visited the property the same day and shut off the water at the meter, which ended the consecutive usage.

Ms. Robinson testified that Mr. [REDACTED] reached out to D.C. Water's contact center later that day on January 11, 2023. She explained that he was advised to speak to the property owner, Ms. [REDACTED], as he was not an authorized third party on the account at that time. She noted that Ms. [REDACTED] then contacted D.C. Water, also on January 11, 2023, to report that D.C. Water shut off the water due to a broken pipe and to request an adjustment. Ms. Robinson testified that under District Municipal Regulations 407, the customer service advisor instructed Ms. [REDACTED] to contact a licensed plumber to make the necessary repairs and submit the plumber's report for leak adjustment consideration.

Ms. Robinson stated that on January 18, 2023, the bill for the period of December 8, 2022, to January 9, 2023, was released and the account was billed for 247.53 CCF. She explained that a billing analyst contacted Ms. [REDACTED], the sole individual on the account at that time, to inform her of the high usage. She noted that Ms. [REDACTED] advised the analyst that she was aware of the leak and that the water was shut off. Ms. Robinson added that, as a courtesy, the billing analyst told Ms. [REDACTED] that the full amount would be automatically deducted from the account on file, as the account was enrolled in autopay. She testified that Ms. [REDACTED] stated that the tenant had enrolled in autopay.

Ms. Robinson reported that the account was invoiced for the second bill under dispute on February 9, 2023, with usage in the amount of 43.69 CCF. She added that this usage included some of the wasted water that was stopped when D.C. Water visited the property and shut off the water from the outside.

Ms. Robinson testified that a payment of \$4,387.59 posted to the account on February 13, 2023, but was returned three days later due to a stop payment placed on the amount. She stated that an automated call was made to Ms. [REDACTED] number on March 1, 2023, to collect the outstanding charges, as her name and number were the only contact information on the account.

Ms. Robinson noted that Ms. [REDACTED] returned the call and spoke with D.C. Water's contact center, stating that there was a leak on the property and that the water was turned off. She outlined that the customer service advisor instructed Ms. [REDACTED] to submit a plumber's report for adjustment consideration after the leak was repaired. Ms. Robinson reported that on March 27, 2023, Ms. [REDACTED] spoke with the contact center three times regarding the outstanding balance, informing them that the water was turned off again due to a leak at the property. She added that Ms. [REDACTED] was again advised that a plumber's report was required in order for D.C. Water to determine if an adjustment was warranted.

Ms. Robinson stated that on August 17, 2023, Ms. [REDACTED] spoke with the contact center twice, once with Mr. [REDACTED] on the call. She explained that they were given instructions to have Mr. [REDACTED] name added to the account as an authorized third party. She noted that they were advised that submitting a written dispute for the bill dated January 18, 2023, would be considered untimely. She stated that they were also told again that repairs must first be completed and the

plumber's report must be submitted again for D.C. Water to determine whether an adjustment was warranted.

Ms. Robinson testified that on May 22, 2024, D.C. Water received Mr. [REDACTED] written dispute with a plumber's estimate from Benjamin Franklin dated May 1, 2024. She stated that the technician's remarks on the plumber's estimate indicated that they had to park a block away from the property because it was in the middle of renovations, completely gutted, with contractors actively working on site. The estimate noted that the customer reported a leak in the kitchen ceiling. It outlined that the water had been shut off from the outside, and the plumber had to turn the water back on to identify the source of the leak. The report then read that the plumber located the leak and shut the main back off at the house. The technician wrote that the customer would need about ten feet of copper pipe to replace the cold riser pipe going up into the ceiling and stated that the cost to repair would be \$572.

Ms. Robinson noted that DC Municipal Regulation 402.1 states that a billing dispute must be initiated in writing within 20 calendar days after the bill date, including the reason why the bill is believed to be incorrect. She testified that Mr. [REDACTED] email on May 22, 2024, did not include the date of the bill they were disputing or an explanation, only the plumber's estimate.

Ms. Robinson stated that after reviewing the account history and billing, D.C. Water determined that the plumber's estimate was related to the internal leak that occurred between December 22, 2022, and January 13, 2023. She noted that the dispute deadline for the bill dated January 18, 2023, was February 7, 2023, and the deadline for the bill dated February 9, 2023, was March 1, 2023. She outlined that on October 2, 2024, D.C. Water determined that, as the dispute deadlines for both bills had expired, the dispute was untimely and issued the customer a pre-investigation communication letter.

Ms. Robinson testified that upon receiving Mr. [REDACTED] January 27, 2025, request for an administrative hearing, D.C. Water filed a motion to dismiss the request. She reported that D.C. Water's request was denied on May 23, 2025.

Ms. Robinson stated that D.C. Water did not conduct an underground investigation or remove the meter for testing because the water wastage was determined to have been caused by a leak in the ceiling. She explained that after D.C. Water turned off the water on January 11, 2023, no consumption was recorded on the meter until it was read again on August 7, 2024. She noted that the customer later submitted another plumber's invoice, dated May 10, 2024, for a leak in a pipe located in the kitchen ceiling.

Ms. Robinson testified that D.C. Water investigated the dispute and acknowledged that during the multiple calls made by the customer between January 10, 2023, and March 1, 2023, regarding the leak, they were not informed of the requirement to submit a written dispute to contest bills. She clarified that this was an omission on the part of the contact center, adding the customer was instructed to submit a plumber's report for adjustment consideration.

Ms. Robinson stated that D.C. Water's investigation determined that the leak in the ceiling occurred on private property and that no adjustment is warranted. She explained that under DC

Municipal Regulation 407.2, 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, based on the plumber's estimate and invoice, the charges on the two disputed bills were valid and that no adjustment is warranted.

Ms. [REDACTED] testified that she did not believe the house was gutted at the time of the plumber's visit. Mr. [REDACTED] confirmed that it was not. He stated that he removed the ceiling in the kitchen to determine the location of the leak, but nothing else was removed. Mr. [REDACTED] explained that there was a cleanup crew at the property that was hired to remove hoarded items, not a construction crew.

Ms. [REDACTED] added that they were never advised to submit a written dispute. She noted that they were repeatedly told that once they submitted a plumber's invoice of the repairs, they could request to receive a portion of the money back.

Ms. Robinson explained that certain leaks may qualify for an adjustment, but D.C. Water cannot guarantee an adjustment based solely on a verbal request. She stated that a plumber's invoice for paid repairs provides necessary details, including where the leak occurred, how it was accessed, and how it was repaired. Ms. Robinson clarified that D.C. Water customer service correctly advised them to submit a plumber's invoice, but they should have also told them to submit a written dispute for the bills. She noted that D.C. Water's current phone system includes an automated message instructing customers with concerns about high bills to initiate a written dispute.

Ms. Robinson thanked Ms. [REDACTED] and Mr. [REDACTED] for submitting the plumber's documents. She reported that based on the nature of the leak, D.C. Water determined that the bill did not qualify for an adjustment because it occurred within the property and was not connected to D.C. Water's infrastructure. Ms. Robinson explained that leaks involving internal plumbing fixtures are the responsibility of the property owner and DC Municipal Regulations do not permit D.C. Water to offer an adjustment for those internal leaks.

Ms. [REDACTED] reiterated that they were unaware of the situation until the squatter abandoned the property and they took immediate action once they discovered the issue. She asked whether, given the circumstances, they could be granted some type of consideration. Ms. Robinson replied that D.C. Water offered them a payment plan on an installment agreement. She explained that D.C. Water is not authorized to provide courtesy adjustments under these or similar circumstances, even in cases involving squatters or situations where the owner is unable to remove them from the property.

The Hearing Officer asked if the former tenant was the person receiving the HUNA alerts during the disputed billing period. Ms. Robinson responded that the alerts were sent to a phone number with a 202 area code, reading out the entire number. Ms. [REDACTED] confirmed that the number belonged to Mr. [REDACTED]

Ms. [REDACTED] testified that she never stopped payment on any check issued to D.C. Water. Ms. Robinson replied that it was whoever had set up autopay on the account. Ms. [REDACTED] stated that it was likely Mr. [REDACTED], as he was the person paying the bill. She posited that when the former tenant received the disputed bill for thousands of dollars, he stopped the check. Ms. [REDACTED] asserted that she could not remember the last time she stopped payment to anyone and that the check had belonged to Mr. [REDACTED].

Ms. Robinson stated that a partial payment had been made, and the current account balance is \$1,215.83. She added that the unpaid amount was due to undisputed bills.

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

FINDINGS OF FACT

1. The property involved is a single-family rowhouse with two bathrooms, a kitchen, and a washing machine. There was a squatter in the property from 2003 until 2022. (Testimony of Mr. [REDACTED]).
2. The disputed bills are dated January 18, 2023, for the period of December 8, 2022, to January 9, 2023, in the amount of \$4,378.59, and dated February 9, 2023, for the period of January 10, 2023, to February 7, 2023, in the amount of \$795.93. (Hearing Notice dated June 16, 2025).
3. Mr. [REDACTED] testified that the squatter, Mr. [REDACTED], was a former tenant that they were in the process of evicting. (Testimony of Mr. [REDACTED]).
4. Mr. [REDACTED] testified that the squatter vacated the property in December 2022. (Testimony of Mr. [REDACTED]).
5. Mr. [REDACTED] testified that a friend visited the property after the squatter had left, informed them of a leak in the kitchen, and called the police. (Testimony of Mr. [REDACTED]).
6. Mr. [REDACTED] testified that the water was shut off after the police were called. (Testimony of Mr. [REDACTED]).
7. Mr. [REDACTED] testified that when they called D.C. Water, they were told to submit a plumber's report and that they needed to dispute the bill. (Testimony of Mr. [REDACTED]).
8. Ms. [REDACTED] testified that they were not told that they needed to submit a written dispute. (Testimony of Ms. [REDACTED]).
9. Ms. [REDACTED] testified that they were put on a payment plan for the disputed bill dated January 18, 2023. (Testimony of Ms. [REDACTED]).
10. Mr. [REDACTED] testified that his credit card was compromised, and the payment plan eventually stopped. (Testimony of Mr. [REDACTED]).
11. Mr. [REDACTED] testified that there was no lease agreement with Mr. [REDACTED], he refused access to the property, and he did not communicate with them. (Testimony of Mr. [REDACTED]).
12. Ms. [REDACTED] testified that Mr. [REDACTED] was a tenant before DC required rental licenses and they were unable to complete the licensing requirements later due to lack of access. (Testimony of Ms. [REDACTED]).
13. Mr. [REDACTED] testified that Mr. [REDACTED] paid all the water bills for the duration of his residency. (Testimony of Mr. [REDACTED]).

14. D.C. Water asserted that the disputed bills were sent to the service address in Ms. [REDACTED] name. (Testimony of Ms. Robinson).
15. Ms. [REDACTED] testified that Mr. [REDACTED] was enrolled in autopay on the account at that time. (Testimony of Ms. [REDACTED]).
16. Mr. [REDACTED] testified that he set up the online account in 2023. (Testimony of Mr. [REDACTED]).
17. Ms. [REDACTED] testified that there was a pending lawsuit for the eviction. (Testimony of Ms. [REDACTED]).
18. D.C. Water asserted that a phone number with a 202 area code was set up for HUNA alerts. (Testimony of Ms. Robinson).
19. Mr. [REDACTED] testified that the 202 phone number belonged to Mr. [REDACTED]. (Testimony of Mr. [REDACTED]).
20. D.C. Water asserted that HUNA alerts were sent from January 5, 2023, through January 14, 2023. (Testimony of Ms. Robinson).
21. D.C. Water asserted that on January 11, 2023, at 10:33 A.M., a caller requested that the water be turned off, as there was a broken pipe inside the property and they were unable to locate the interior main shut off valve. (Testimony of Ms. Robinson).
22. D.C. Water asserted that consecutive usage began to register on the meter at 3 A.M. on December 17, 2023, and continued until D.C. Water shut off the water at the meter on January 11, 2023. (Testimony of Ms. Robinson).
23. D.C. Water asserted that on January 11, 2023, Mr. [REDACTED] called from a different number and was told to contact the owner as he was not an authorized third party at that time. (Testimony of Ms. Robinson).
24. D.C. Water asserted that on January 11, 2023, Ms. [REDACTED] called to report that D.C. Water shut off the water due to a broken pipe and to request an adjustment; she was advised to contact a plumber and submit the report. (Testimony of Ms. Robinson).
25. D.C. Water asserted that when the January 18, 2023, bill was released, a billing analyst contacted Ms. [REDACTED] to inform her of the high usage and that the amount would be deducted because of autopay enrollment. (Testimony of Ms. Robinson).
26. D.C. Water asserted that a payment of \$4,387.59 posted to the account on February 13, 2023, but was returned three days later due to a stop payment. (Testimony of Ms. Robinson).
27. D.C. Water asserted that on March 1, 2023, an automated collect call was made to Ms. [REDACTED] regarding outstanding charges. (Testimony of Ms. Robinson).
28. D.C. Water asserted that Ms. [REDACTED] returned the call, stating that there was a leak on the property and that the water was turned off; she was advised to submit a plumber's report for adjustment consideration after the leak was repaired. (Testimony of Ms. Robinson).
29. D.C. Water asserted that on March 27, 2023, Ms. [REDACTED] spoke with the contact center three times, informing them that the water was turned off again due to a leak; advised again to submit a plumber's report. (Testimony of Ms. Robinson).
30. D.C. Water asserted that on August 17, 2023, Ms. [REDACTED] called twice, once with Mr. [REDACTED]; told how to add him as a third party, advised that a written dispute for the January 18, 2023, bill would be considered untimely, told to submit plumber's report. (Testimony of Ms. Robinson).
31. D.C. Water asserted that on May 22, 2024, it received Mr. [REDACTED] written dispute and a plumber's estimate from Benjamin Franklin dated May 1, 2024. (Testimony of Ms. Robinson).

32. D.C. Water asserted that the plumber's estimate stated the property was gutted, in the middle of renovations, contractors on site: leak was identified in kitchen and estimate for repair was provided. (Testimony of Ms. Robinson).
33. D.C. Water asserted that DC Municipal Regulation 402.1 states that a billing dispute must be initiated in writing within 20 calendar days after the bill date, including the reason why the bill is believed to be incorrect. (Testimony of Ms. Robinson).
34. D.C. Water asserted that that the plumber's estimate was related to the internal leak that occurred between December 22, 2022, and January 13, 2023. (Testimony of Ms. Robinson).
35. D.C. Water determined on October 2, 2024, that the dispute was untimely as the dispute deadlines for both bills had expired, issuing a pre-investigation communication letter. (Testimony of Ms. Robinson).
36. D.C. Water filed a motion to dismiss Mr. [REDACTED] January 27, 2025, request for an administrative hearing. (Testimony of Ms. Robinson).
37. D.C. Water's request was denied on May 23, 2025. (Testimony of Ms. Robinson).
38. D.C. Water asserted that neither an underground investigation nor meter testing were conducted because it determined the high usage was caused by an internal leak. (Testimony of Ms. Robinson).
39. D.C. Water asserted that after the water was turned off on January 11, 2023, no consumption was recorded on the meter until it was read again on August 7, 2024. (Testimony of Ms. Robinson).
40. D.C. Water asserted that another plumber's invoice, dated May 10, 2024, was later submitted for a leak in a pipe located in the kitchen ceiling. (Testimony of Ms. Robinson).
41. D.C. Water asserted that on calls between January 10, 2023, and March 1, 2023, the customer was not advised that they needed to submit a written dispute to dispute bills. (Testimony of Ms. Robinson).
42. D.C. Water determined an adjustment was not warranted under DC Municipal Regulation 407.2, 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. (Testimony of Ms. Robinson).
43. Mr. [REDACTED] testified that only the ceiling in the kitchen was removed at the time of the plumber's estimate, and that the crew present was to clean out hoarded items, not perform renovations. (Testimony of Mr. [REDACTED]).
44. Ms. [REDACTED] testified that she did not stop payment on a check to D.C. Water and that she believed it was Mr. [REDACTED]. (Testimony of Ms. [REDACTED]).

CONCLUSIONS OF LAW

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

2. D.C. Water is obligated to investigate a challenge to a bill by doing any or all of the following:

- (a) Verify the computations made in the formulation of the water and sewer charges;
- (b) Verify that the meter reading for possible meter overread or doubtful registration;
- (c) If feasible, check the premises for leaking fixtures, underground invisible leaks, and house-side connection leaks;
- (d) Check the meter for malfunction;
- (e) Check the water-cooled air conditioning system, if any, for malfunction; and
- (f) Make a reasonable investigation of any facts asserted by the owner or occupant which are material to the determination of a correct bill. 21 DCMR 403.

3. Under D.C. Municipal regulations regarding household leaks, repair of leaking faucets, household fixtures, and similar leaks are the responsibility of the owner or occupant. If the investigation discloses leaking faucets, leaking fixtures, or similar leaks, no adjustment will be made to the bill for any portion of the excessive consumption attributable to those leaks. 21 DCMR 406.1, 406.2

4. Under DCMR 407.2, if an investigation discloses a leak other than a meter leak that 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 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. 21 DCMR 407.5.

7. 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 D.C. 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.

DECISION

This case involves a billing dispute arising out of unusual circumstances. A recalcitrant squatter occupied the customer's house for almost two decades and commandeered control of the customer's account, depriving the customer of access to their property and notice regarding excess water use. As discussed below, I find, based on these unique facts, that the customer is entitled to an adjustment.

The customers, [REDACTED] and his wife [REDACTED] currently reside in Texas. They testified that their tenant began squatting on the property in 2003, and despite their attempts to eject him, including a court proceeding, he did not vacate until 2022. After the hearing, the customer supplied a copy of the court docket sheet for the eviction proceeding, which corroborated their credible testimony.

The excess water charges stemmed from a leak that was discovered by the customer's friend in December 2022, after the squatter finally vacated. The leak appeared to have been running for a month or two and the customer instructed D.C. Water to turn off the water. The leak was the source of the \$4373 bill under dispute. The water remained off and in May 2024, a plumber repaired the leak and the customer submitted the report to D.C. Water which determined that the customer did not qualify for an adjustment.

Ordinarily, under 21 DCMR 406, customers are responsible for excess charges resulting from leaky fixtures. But under 21 DCMR 407.2, excess charges arising from a leak (other than a meter leak) which is not apparent from visual or other inspection may qualify for an adjustment if the customer satisfies the criteria in 21 DCMR 407.5.

I find that the leak here "was not apparent from visual or other inspection" due to the customers being denied access to the premises by an unauthorized squatter. Without the ability to enter the premises, neither the customers nor their plumber could see or inspect the property for leaks, and because of this, the leak was not apparent. As such, the leak falls within the scope of 21 DCMR 407.2, making it eligible for adjustment.

It also bears noting that the customer's ability to learn about the excess charges through notification was compromised because the rogue tenant controlled the billing account and received the high water usage alerts. Thus, the customers, through no fault of their own, lost another protection which might have enabled them to stem the excess water usage long before a \$4000 bill accrued.

I emphasize that this ruling is limited to the unique facts of this case, specifically customers physically blocked from their house for decades despite their best efforts to evict their unwelcome tenant. This decision is not intended to excuse customers unable to inspect for a leak while away on vacation or who decline to search for leaks in an inconvenient but accessible location.

Having determined that the bill qualifies for an adjustment under 407.2, I find that the criteria for a 50 percent reduction of water charges and 100 percent of the sewer charges are satisfied. The customer was not negligent, the leak has been repaired, and the customers requested an adjustment as part of their billing dispute.

For the reasons discussed, D.C. Water's determination that no adjustment is warranted is hereby REVERSED. The customer's account shall be adjusted consistent with 21 DCMR 407.5 to reduce the excess charges by 50% of the usage above the property's average consumption for comparable periods and reduce 100% of the sewer charges..



Carolyn Elefant, Hearing Officer

Date: July 24, 2025

████████████████████
214 14th St NE
Washington, DC 20002

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

IN RE: Silico 13 LLC
1413 K St. NW
Washington, DC 20005

Account No. [REDACTED]
Case No. 25-186531

Amount in Dispute: \$14,079.56
Billing Date: September 30, 2024

ORDER

This matter comes before the Hearing Officer upon a Motion to Dismiss Administrative Hearing Petition by the District of Columbia Water and Sewer Authority (D.C. Water). The Hearing Officer has reviewed the Motion and exhibits attached thereto, including the Interaction Records and the disputed bill dated September 30, 2024. The customer did not file an opposition to the Motion within the required timeframe. Based upon the foregoing, the motion to dismiss the petition as untimely is granted.

Factual Background

This matter involves a disputed bill dated September 30, 2024 in the amount of \$14,079.56. Motion Ex. 1. The disputed bill clearly states that the deadline for filing a billing dispute was October 20, 2024. Id.

According to D.C. Water's interaction records, the customer did not submit a written bill dispute until November 21, 2024, when Calvin Hong of Empire Leasing submitted an online dispute form on behalf of SILICO 13 LLC. Motion Ex. 2, IR at 3. The dispute was submitted 32 days after the October 20, 2024 dispute deadline had expired.

On December 27, 2024, D.C. Water sent the customer a pre-investigation communication letter informing the customer that the dispute for the September 30, 2024 bill was untimely. Motion Ex. 3. The customer subsequently filed an Administrative Hearing Petition challenging the untimeliness determination.

Under 21 DCMR § 416.3, the customer had fourteen calendar days to file an opposition to D.C. Water's motion to dismiss but failed to do so.

Legal Analysis

D.C. Water argues that all bill disputes regarding usage must be made in writing within twenty calendar days of the disputed bill. The 20-day deadline for filing a dispute for the September 30, 2024 bill was October 20, 2024. The customer did not dispute the bill until November 21, 2024. Because the bill was disputed more than twenty days after the bill date, D.C. Water asserts that the dispute is untimely and should be dismissed.

Under 21 DCMR § 402.2(a), challenges to D.C. Water charges are untimely if made more than 20 days after the bill date. The disputed bill dated September 30, 2024 had a dispute deadline of October 20, 2024. Motion Ex. 1. The customer's dispute was filed on November 21, 2024, which is 32 days after the dispute deadline expired.

The customer had clear notice of the dispute deadline, which was prominently displayed on the bill itself. The customer has not presented any arguments or evidence to excuse the late filing. The customer failed to file an opposition to the motion to dismiss within the fourteen-day deadline established by 21 DCMR § 416.3, thereby waiving the right to present any defenses to the untimeliness claim.

Because the customer filed the dispute more than 20 days after the bill date, the challenge is untimely under 21 DCMR § 402.2(a) and must be dismissed pursuant to 21 DCMR § 416.4(f).

Accordingly, for the foregoing reasons, D.C. Water's Motion to Dismiss the Administrative Hearing Petition challenging the September 30, 2024 bill is GRANTED.



Carolyn Elephant, Hearing Officer

Date: August 27, 2025

SILICO 13 LLC
C/O Empire Leasing Inc LL
1627 K ST NW
Washington, DC 20006

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

IN RE: 2455 Adam LLC
13609 Turnmore Road
Washington, DC 20032

Service Address:
2455 18th Street, NW

Account No: [REDACTED]
Case No: 24-144528


Bill Date: 10/30/2023
Amount in Dispute: \$ 545.98

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 customer's Administrative Hearing Petition, Untimeliness Letter dated February 23, 2024 by DC Water, DC Water's Interaction Records and considered the allegations of the Motion. Based upon the foregoing, the Hearing Officer finds that the customer has failed to timely dispute the bill dated October 30, 2023 and, as such, the Motion to Dismiss Administrative Hearing Petition should be and hereby is GRANTED.

The dispute deadline of the October 30, 2023 bill was November 19, 2023. The customer did not attempt to dispute the bill until December 12, 2023. On each bill statement, the dispute deadline is printed giving notice to customers of the deadline to dispute the bill.

DC Municipal Regulation Title 21 Section 402 (21 DCMR § 402) dictates that bill disputes must be made in writing with 20 days of the bill date. The regulation is a claim processing rule enacted to ensure the orderly transaction of the utility's business. (See, Gatewood v. DC WASA, 82 A.3d 41, D.C. Court of Appeals 2013) Via its Motion to Dismiss, DC Water seeks to enforce the time limit for disputing a bill and, in that, the customer clearly failed to timely dispute the bill, the Hearing Officer has no authority to waive the regulation.


Janet W. Blassingame, Hearing Officer

Date: Sept. 5, 2025

Copy to:

2455 Adam LLC
c/o Amad Amjad
13609 Turnmore Rd
Silver Spring, MD 20906

PIZZA BOLIS
2455 18th Street, NW
Washington, DC

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

IN RE: CS 631 Constitution LLC
631 Constitution Ave NE
Washington, DC 20002

Account No. [REDACTED]
Case No. 24-713424

Amount in Dispute: \$7,297.34

Billing Date: September 6, 2024

ORDER

This matter comes before the Hearing Officer upon a Motion to Dismiss Administrative Hearing Petition by the District of Columbia Water and Sewer Authority (D.C. Water). The Hearing Officer has reviewed the Motion and exhibits attached thereto, including the Bill Investigation Report and the customer's Administrative Hearing Petition dated January 16, 2025. The customer filed an Opposition to the Motion to Dismiss. Based upon the foregoing, the motion to dismiss the petition as untimely is granted.

Factual Background

This matter involves a disputed bill dated September 6, 2024 in the amount of \$7,297.34 for the billing period July 4, 2024 through September 5, 2024. Motion Ex. 3. The bill reflected usage of 409.63 CCF (306,403.24 gallons) over a 64-day period. Id. The customer's previous bill showed normal usage, with the account balance returning to approximately \$994 by November 2024. D.C. Water Motion Ex. 2.

On September 26, 2024, the customer received the high usage bill and submitted a bill appeal the same day. On October 2, 2024, D.C. Water sent a Bill Investigation Report ("BIR") to the customer via email. D.C. Water Motion Ex. 1. The BIR denied the customer's request for adjustment and advised the customer: "This decision may be appealed by filing a petition for an administrative hearing within fifteen (15) calendar days of this notice."

The customer did not file their petition for an administrative hearing until January 16, 2025 (D.C. Water Motion Ex. 2), prompting D.C. Water to move to dismiss. The customer filed a timely Opposition to the Motion, arguing that a partial refund is warranted based on repairs made and "first instance of errant usage." Further, the customer contends a certified Master Plumber made all necessary repairs. The customer acknowledges that "the request for bill investigation is now

out of date" but requests that a case be opened "to get a final resolution on the matter" and that the case should not be dismissed on a technicality like a missed deadline.

Legal Analysis

Under 21 DCMR 409.2, an owner or occupant may appeal the General Manager's decision by filing a petition for an administrative hearing within fifteen (15) calendar days of the date of the decision. The fifteen-day deadline for filing a petition to challenge the October 2, 2024 BIR was October 17, 2024. The customer's petition was filed on January 16, 2025, which was 91 days beyond the deadline established in the regulation.

D.C. Water argues that the petition is untimely under 21 DCMR 409.2 and should be dismissed. The customer does not dispute that the petition was filed beyond the fifteen-day deadline, but instead acknowledges the untimeliness while requesting consideration on the merits.

The fifteen-day deadline for filing administrative hearing petitions is mandatory and not a mere technicality. The customer was advised of this deadline in the BIR, which stated that appeals must be filed "within fifteen (15) calendar days of this notice." Motion Ex. 1.

The customer's arguments regarding the plumber's findings and subsequent repairs do not excuse the failure to comply with the mandatory fifteen-day deadline for filing a petition challenging the BIR. The customer's acknowledgment that they are "aware that the request for bill investigation is now out of date" demonstrates their understanding of the procedural deficiency.

The customer's statement that they "spent hours on the phone with D.C. Water" and went through "multiple avenues to appeal" does not establish any tolling of the deadline or excusable neglect that would justify extending the filing deadline. The regulations provide a clear and unambiguous fifteen-day deadline, and D.C. Water properly notified the customer of this deadline in the BIR.

Under 21 DCMR 416.4(d) and (f), a hearing officer may dismiss a hearing demand where the petitioner has failed to file a timely hearing demand pursuant to the provisions of this Chapter. The customer's failure to file within the mandatory deadline deprives the Hearing Officer of authority to consider the merits of the dispute..

Accordingly, for the foregoing reasons, D.C. Water's Motion to Dismiss the Administrative Hearing Petition challenging the September 6, 2024 bill is GRANTED.



Carolyn Elefant, Hearing Officer

Date: July 31, 2025

CS 631 Constitution LLC
631 Constitution Ave NE
Washington, DC 20002

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

IN RE: [REDACTED]
14 [REDACTED] Alabama Avenue, SE
Washington, DC 20032

Account No: [REDACTED]
Case No: 24-36-25

Bill Date	Period	Amount in Dispute
10/02/2023	7/29/2023 – 9/28/2023	\$2,718.74
10/31/2023	9/29/2023 – 10/27/2023	\$677.31

ORDER

This matter comes, again, before the Hearing Officer upon a Motion to Dismiss Administrative Hearing Petitions by the DC Water and Sewer Authority (DC Water) received on March 27, 2025. DC Water filed a similar Motion to Dismiss on December 23, 2024 regarding the same bill dates. An Order was issued dated March 9, 2025 ruling that the customer's Administrative Hearing Petition dated April 16, 2024 was untimely to dispute the bills dated October 2, 2023 and October 31, 2023 and, as such, DC Water's Motion to Dismiss Administrative Hearing Petitions regarding the bills was granted.



The customer sent an email to DC Water on March 25, 2025 which was transmitted to the Hearing Officer. The Hearing Officer reviewed the customer's email and considered the same as though it was a Motion for Reconsideration. In the email, the customer complained about her bill dated 10/31/2023. The customer, further, cited a call from DC Water alerting her of high-water usage in February 2025 but the customer stated that the subsequent bill was not high. In her

email, the customer failed to allege an error of fact or any error of law to form a basis for reconsideration of the Order dated March 9, 2025 dismissing her Petition for Administrative Hearing. If the customer has on-going concern regarding high water usage occurring at her property, the customer must file a new and timely bill dispute. With respect to the bills dated October 2, 2023 and October 31, 2023, the customer's dispute of said bills is no longer alive, having been resolved by the grant of DC Water's Motion to Dismiss.


Janet W. Blassingame, Hearing Officer

Date: July 9, 2025

Copy to:


14  Alabama Avenue S.E.
Washington, DC 20032

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

IN RE: [REDACTED]
52 [REDACTED] E ST SE
Washington, DC 20019

Account No. [REDACTED]
Case No. 25-176091

Total Amount in Dispute: \$1,359.55

Before Carolyn Elefant, Hearing Officer
June 24, 2025

The customer contested a water bill for the property at 52 [REDACTED] E ST SE, Washington D.C. The disputed bill is dated December 6, 2024, for the period of October 5, 2024 to December 5, 2024, in the amount of \$1,359.55.

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 June 24, 2025, for a remote hearing. Present for the hearing were [REDACTED], on behalf of her property, and Stephanie Robinson, on behalf of D.C. Water.

The property involved is a single-family house with three and a half bathrooms, a dishwasher, a washing machine, and an outside faucet. The house was built in 2013, and Ms. [REDACTED] has resided there alone since 2014. Prior to the disputed bill, the average water bill was \$65 to \$70.

Ms. [REDACTED] explained that when she enrolled in online billing with D.C. Water, she also registered for the alert system used to notify customers of excessive water usage. She recounted receiving a phone call from D.C. Water in the fall of 2024, during which she was informed of high-water usage on seven specific days in October and November 2024.

Ms. [REDACTED] stated that she found the report unusual, as she had already turned off her outside water supply to prevent pipes from freezing and was no longer watering her plants by that time. She testified that the high amount of usage might have made sense during the summer when she waters her vegetable garden, but her property has a history of low water bills. Ms. [REDACTED] noted that she works from home and does not use a lot of water. She added that she stopped using her dishwasher in 2020 and takes 3-to-5-minute showers.

Ms. [REDACTED] recalled that D.C. Water told her to have a plumber inspect the property, which she did. She noted that the plumber investigated the property and inside the house, finding no leaks.

Ms. [REDACTED] stated that she wanted to know the cause of the high usage, explaining that if these charges could appear without explanation, it might happen again. She added that she was unsure why D.C. Water did not contact her earlier about the excessive usage, given her history of low water usage. Ms. [REDACTED] recalled that in an incident four years ago, a child helping her water her garden forgot to turn it off and D.C. Water contacted her the same day. She questioned why D.C. Water then waited about a month to contact her regarding the high usage currently under dispute. She expressed that she was confused and frustrated, given the significant bill amount of approximately \$1,400.

Ms. [REDACTED] noted that she began using a laundromat after she was informed of the high usage, as she is afraid to use her washing machine until the cause is identified. She reiterated that she lives alone. She outlined that she flushes all of the toilets at least once every two weeks to prevent rings from forming. Her grandsons visited in June and July 2024, which increased her water usage slightly. She explained that she lived in California during the water shortage and is therefore conscientious of water wastage. As an example, she mentioned that she places a bucket under the faucet to save water while waiting for hot water, which she uses to water her plants and do laundry.

Ms. Robinson explained that the charges in question were billed based on actual meter readings obtained by automated meter infrastructure. She noted that there was no indication of any faulty computation. Ms. Robinson reported that while D.C. Water typically bills the account monthly, the disputed bill was extended, covering a total of 62 days. Ms. Robinson added that, per DC Municipal Regulation 308.2, the General Manager has the authority to determine the billing schedule and may implement a monthly billing cycle or any other cycle deemed appropriate to meet the needs of the Authority.

Ms. Robinson testified that upon reviewing the metering records, they indicated that the meter transmitting unit (MTU) did not signal hourly usage for the bills dated August 6, 2024, and October 4, 2024, and those bills were estimated. She added that these bills are not under dispute. Ms. Robinson noted that D.C. Water can estimate bills under District Municipal Regulation 308.4, which states that if at any time, a meter, data collection device or transmitter fails to register correctly or collect the data, the water charge for the interval in which the incident occurred shall be based on the average previous water consumption for that interval.

Ms. Robinson testified that D.C. Water obtained an actual meter reading on September 5, 2024, but that reading was not used to bill the account. Instead, the account was again estimated. She acknowledged that if the September 2024 actual reading had been used, it would have reflected an increase in Ms. [REDACTED] actual usage and would have provided her with an opportunity to investigate any potential causes of excessive water consumption.

Ms. Robinson stated that on October 24, 2024, a D.C. Water technician visited the property and replaced the MTU, clarifying that no work was performed on the meter itself. She explained that the MTU is responsible for sending hourly usage data, which enables the system to issue HUNA (High Usage Notification Application) or CUNA (Consecutive Usage Notification Application) alerts. Because the MTU did not transmit data prior to its replacement, Ms. [REDACTED] did not receive any usage alerts during that period. Ms. Robinson noted that the last alert the

customer received was in the summer of 2024. She added that the reading obtained by the technician on October 24, 2024, aligned with the account's estimates, and indicated that D.C. Water had been underestimating the actual usage.

Ms. Robinson testified D.C. Water read the meter again on November 6, 2024, but it was not used for billing purposes. She explained that the billing analyst determined there had been an increase in usage, and therefore the account was not billed at that time. She stated that while the November 2024 reading was consistent with prior estimates, it continued to show that the account's usage had been underestimated.

Ms. Robinson reported that on December 6, 2024, the meter was read again, and the account was billed, resulting in an extended billing period covering 62 days, from October 5, 2024, through December 5, 2024. She stated that D.C. Water considered this a reconciled bill, as it contains actual consumption that the previous estimated bills did not include. She reiterated that no HUNA or CUNA alerts were issued during the periods when bills were estimated, due to the lack of hourly data transmissions.

Ms. Robinson stated that once D.C. Water's investigation began in January 2025, it was determined that an underground investigation was unwarranted as usage had declined at the time of the investigation, which indicated that the cause of the wasted water was controlled at the property. There was also no evidence of any consecutive usage on the meter. She noted that D.C. Water received a plumber's report dated December 9, 2024, which indicated no leaks were present on the property. Ms. Robinson stated that as this investigation occurred after the disputed billing period, October 5, 2024 to December 5, 2024, any wasting water would have already been controlled at the property prior to the plumber's inspection.

Ms. Robinson testified that D.C. Water's investigation concluded on February 5, 2025, and determined that an adjustment was warranted in accordance with District Municipal Regulation 308.4. She noted that if the September 5, 2024, actual reading had been used to bill the account, Ms. [REDACTED] would have had the opportunity to proactively check the property or contact her plumber sooner. She stated that D.C. Water chose to adjust the bill to prevent financial hardship for Ms. [REDACTED].

Ms. Robinson reported that D.C. Water used Ms. [REDACTED] prior comparable billing period from October 6, 2023 through December 6, 2023, to determine the estimated usage and calculate a regulatory adjustment. She explained that this adjustment removed 100% of the excess water and sewer usage attributed to the disputed period. D.C. Water deducted 62.85 CCF from the bill, resulting in a credit of \$1,236.89 for water and sewer charges. Ms. Robinson stated that this adjustment was applied to the subsequent bill dated February 7, 2025. She testified that D.C. Water applied the maximum adjustment permitted under its regulations and concluded that no additional adjustment was warranted at this time.

Ms. Robinson calculated that, given the adjustment, Ms. [REDACTED] was responsible for paying \$122.66 to reconcile the disputed bill. She noted, however, that as of the ongoing hearing the total amount owed on the account is \$533.86 and the account is on an installment plan.

Ms. [REDACTED] replied that she was happy with this number and is able to pay the total amount. She explained that she had not paid a water bill since October 2024. Ms. Robinson clarified that disputes are not continuous and any bills not contested are payable by the due date on the bill.

Ms. [REDACTED] reiterated that she is able to pay the bill and does not require a delayed payment plan. She explained that she has not paid a water bill since October 2024 because she was on automatic bill pay, contributing \$100 monthly, which previously resulted in credits due to her low water usage. Ms. [REDACTED] noted that in the past, her water bill was approximately \$60 to \$70 per month, allowing her at one point to go nearly six months without making additional payments because of accumulated credits.

Ms. [REDACTED] stated that her primary concern was receiving a bill exceeding \$1,400 without prior notification, particularly given that the high charges covered a short period. She recalled that the first notice she received adjusted the amount she owed, but the bill still amounted to over \$1,000. Ms. [REDACTED] explained that she requested a hearing because she believed that this amount was unfair, but that she was willing to pay the current total account balance of \$533.86. She noted that this is consistent with what her water bills would typically average over eight months.

The Hearing Officer asked if the issue with the MTU had been corrected to prevent this situation from occurring again. Ms. Robinson reported that the MTU was replaced in October 2024, and all subsequent bills have been based on actual usage. She outlined that the account is registered for HUNA and CUNA alerts but added that the threshold settings are high compared to Ms. [REDACTED] typical low water usage. Ms. Robinson explained that the customer might then not receive an alert. She recommended that Ms. [REDACTED] access her online account and reduce her thresholds for high usage notifications and consecutive usage notifications, as the default settings are set at a high threshold.

Ms. [REDACTED] stated that she was relieved to know that there was an actual problem, as she had been terrified of using water. She added that, given she had not paid a bill since October 2024, she had been concerned that the total amount due was thousands of dollars.

Ms. Robinson explained that Ms. [REDACTED] was not responsible for the adjusted disputed bill charges until the Hearing Officer's decision was rendered, but all the subsequent bills were not contested and not protected under the ongoing hearing. She recommended that Ms. [REDACTED] pay the charges currently due, \$411.80, as late fees could be applied on this amount.

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

FINDINGS OF FACT

1. The property involved is a single-family house with three and a half bathrooms, a dishwasher, a washing machine, and an outside faucet. (Testimony of Ms. [REDACTED]).

2. The disputed bill is dated December 6, 2024, for the period of October 5, 2024 to December 5, 2024, in the amount of \$1,359.55. (Hearing Notice dated June 13, 2025).
3. Prior to the disputed bill, the average water bill was \$65 to \$70. (Testimony of Ms. [REDACTED]).
4. Ms. [REDACTED] testified that she is enrolled in D.C. Water's HUNA and HUNA alert programs. (Testimony of Ms. [REDACTED]).
5. Ms. [REDACTED] testified that D.C. Water called her to inform her of seven days of high usage in October and November 2024 approximately a month after they occurred. (Testimony of Ms. [REDACTED]).
6. Ms. [REDACTED] testified that her outside water supply was already shut off. (Testimony of Ms. [REDACTED]).
7. Ms. [REDACTED] testified that the plumber she hired on D.C. Water's recommendation found no leaks or issues. (Testimony of Ms. [REDACTED]).
8. Ms. [REDACTED] testified that four years ago, she was informed of high usage via the notification system the same day it occurred. (Testimony of Ms. [REDACTED]).
9. D.C. Water stated that the disputed bill is 62 days per DC Municipal Regulation 308.2, the General Manager has the authority to determine the billing schedule and may implement a monthly billing cycle or any other cycle deemed appropriate. (Testimony of Ms. Robinson).
10. D.C. Water confirmed that the records indicated that the MTU did not signal hourly usage for the bills dated August 6, 2024, and October 4, 2024, and those bills were estimated under DC Municipal Regulation 308.4, which states that the water charge for the interval in which the incident occurred shall be based on the average water consumption for that interval. (Testimony of Ms. Robinson).
11. D.C. Water asserted that an actual meter reading was conducted on September 5, 2024, but the bill was estimated again. (Testimony of Ms. Robinson).
12. D.C. Water asserted that on October 24, 2024, a D.C. Water technician visited the property and replaced the MTU. (Testimony of Ms. Robinson).
13. D.C. Water asserted that the estimated readings were underestimating the account usage. (Testimony of Ms. Robinson).
14. D.C. Water asserted that the meter was read on December 6, 2024, and the account billed. (Testimony of Ms. Robinson).
15. D.C. Water asserted that it received the plumber's report dated December 9, 2024, indicating that no leaks were found. (Testimony of Ms. Robinson).
16. D.C. Water asserted that the plumber's inspection took place after the high usage ended. (Testimony of Ms. Robinson).
17. D.C. Water asserted that an underground investigation was deemed unwarranted as usage had declined at the time of the investigation, which indicated that the cause of the wasted water was controlled at the property. (Testimony of Ms. Robinson).
18. D.C. Water asserted that if the September 5, 2024, actual reading had been used to bill the account, Ms. [REDACTED] would have had the opportunity to proactively investigate the issue.
19. D.C. Water's investigation concluded on February 5, 2025, and determined that an adjustment was warranted under District Municipal Regulation 308.4. (Testimony of Ms. Robinson).

20. D.C. Water asserted that the adjustment used the comparable billing period from October 6, 2023, through December 6, 2023, deducting 62.85 CCF from the bill for a credit of \$1,236.89 for excess water and sewer charges. (Testimony of Ms. Robinson).
21. D.C. Water asserted that the credit was applied to the subsequent bill dated February 7, 2025. (Testimony of Ms. Robinson).
22. Ms. [REDACTED] testified that she was happy with the adjusted amount. (Testimony of Ms. [REDACTED]).

CONCLUSIONS OF LAW

1. The burden of proof is on the customer to show, by a preponderance of evidence, that the decision of D.C. Water is incorrect. (21 DCMR 420.7 and 420.8).
2. D.C. Water is obligated to investigate challenge to a bill by doing any or all of the following: (a) Verify the computations made in the formulation of the water and sewer charges; (b) Verify that the meter reading for possible meter overread or doubtful registration; (c) If feasible, check the premises for leaking fixtures, underground invisible leaks, and house-side connection leaks; (d) Check the meter for malfunction; (e) Check the water-cooled air conditioning system, if any, for malfunction; and (f) Make a reasonable investigation of any facts asserted by the owner or occupant which are material to the determination of a correct bill. See 21 DCMR 403.
3. Under D.C. Municipal Regulation 308.4, if at any time, a meter, data collection device or transmitter fails to register correctly or collect the data, the water charge for the interval in which the incident occurred shall be based on the average previous water consumption for that interval.
4. Under D.C. Municipal Regulation 308.2, the General Manager has the authority to determine the billing schedule and may implement a monthly billing cycle or any other cycle deemed appropriate to meet the needs of the Authority.
5. Meters shall be read quarterly or at such other times as the General Manager shall determine. 21 DCMR 308.1.

DECISION

The customer contested a water bill in the amount of \$1,359.55, expressing concern that she had received no timely notification of excessive water usage despite being enrolled in D.C. Water's alert system. Ms. [REDACTED] was particularly troubled by the lack of early warning given her history of low water consumption and previous experience receiving same-day notifications for high usage incidents.

D.C. Water's investigation revealed that the meter transmitting unit (MTU) had malfunctioned, preventing the transmission of hourly usage data that would have triggered the customer's high usage alerts. As a result, several bills were estimated rather than based on actual

readings, and the customer did not receive the notifications she expected. When an actual reading was finally obtained in December 2024, it revealed significantly higher usage that had been accumulating during the period when the MTU was not functioning properly.

Recognizing that the customer would have had the opportunity to investigate and address the high usage sooner if she had received proper notification through actual meter readings, D.C. Water granted an adjustment under D.C. Municipal Regulation 308.4. The utility applied the maximum adjustment permitted, using a comparable billing period from the previous year to calculate normal usage and crediting the customer \$1,236.89 for excess water and sewer charges.

The customer expressed satisfaction with this resolution, stating she was "happy with this number" and able to pay the remaining balance. The MTU has since been replaced, and the customer is now receiving actual meter readings and proper alert notifications.

Given that D.C. Water has resolved the underlying issue that caused the customer's complaint, granted the maximum adjustment available under the regulations, and the customer has expressed satisfaction with the outcome, the billing dispute is moot. The determination of D.C. Water to adjust the customer's account is hereby AFFIRMED.



Carolyn Elephant, Hearing Officer

Date: July 24, 2025

██████████
52 █████ E ST SE
Washington, DC 20019

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

IN RE: J. Roberts Investments LLC
3935 Avion Park Ct. Suite A 107
Chantilly, VA 20151
c/o Henry Choe
c/o henry.choe@jrobertsinc.net

Account No. [REDACTED]
Case No. 25-148436

Total Amount in Dispute: \$2,166.62

Before Carolyn Elefant, Hearing Officer
June 17, 2025

The customer contested a water bill for the property at 1214 V St SE, Washington D.C. The disputed bill is dated November 1, 2024, for the period of September 27, 2024 to October 25, 2024, in the amount of \$2,166.62.

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

The matter came before the Hearing Officer on June 17, 2025, for a remote hearing. Present for the hearing were Henry Choe, the property manager, and Stephanie Robinson, who appeared on behalf of D.C. Water.

The property involved is a two-story townhouse owned by J. Roberts Investments LLC. Mr. Choe has resided in the two-bedroom living space on the upper floor since 2023. The lower floor is office space that used to be a satellite office but has been vacant since May 2024. The upper floor has a full bathroom, and the lower floor has a half bathroom.

Mr. Choe testified that he received a call from D.C. Water on November 1, 2024, alerting him to high water usage between September 23, 2024 and October 19, 2024. He stated that this was the first and only notification he received regarding the incident, despite having his email address and telephone number on file with D.C. Water.

Mr. Choe recalled that upon logging into the online account, he discovered that the excess usage amount was very large, averaging approximately 3,000 gallons per day. He stated that on November 15, 2024, about two weeks after the alert, he contacted a plumbing company, John C. Flood, to investigate.

Mr. Choe explained that the plumber discovered a small leak in the downstairs bathroom toilet tank, a faulty flapper in need of replacement. He noted that he and the plumber were puzzled as to how a minor leak could account for the substantial water usage, adding that the office had been vacant since May 2024. He stated that he turned off the valve to the toilet after the plumber's inspection and had not yet turned it back on.

Mr. Choe testified that the high usage began approximately four days after he left on a trip and stopped about three or four days after he came back to the property. He added that no one other than him has access to either floor. He recalled that upon entering the office three or four days after his return, he discovered clear, jellylike substances floating in the toilet. Mr. Choe stated that he immediately flushed them, then opened the toilet tank and found large amounts of the same substance. He explained that he cleaned the tank, took out the flaps, cleaned them as well, then replaced the flaps. Mr. Choe testified that this was the extent of the work he did before the plumber's visit, when the small leak was identified.

Mr. Choe posited that the water meter may have jumped due to the high pressure of the constant repairs on the property's street. He testified, however, that he strongly suspected the high water usage may have been caused by the presence of some type of biomatter or organic substance, potentially resulting from conditions inside the property. He explained that the office had been vacant for more than five months during the hot summer, with the thermostat set at 85 degrees to conserve energy. Mr. Choe recalled that when he entered the bathroom, it was extremely hot, leading him to believe that heat and lack of use may have caused the clear substance he saw to grow.

Mr. Choe stated that he did not take a picture and acknowledged that he was unable to prove his testimony regarding the substance. He testified that he is 70 years old and continues to work daily as a project manager and property manager. He outlined that he has never been late on any payment, including his water bills, throughout his life. He explained that the period of high usage occurred while he was away, referring to the plane ticket he submitted to the hearing indicating that he departed on September 23, 2024, and returned on October 19, 2024.

Mr. Choe clarified that he does not visit the office daily, as he primarily works out of an office in a different location. He testified that he typically visits the vacant office only once or twice a month to retrieve items or inspect the condition of the building. He added that even if he had been in town, he would not necessarily have discovered what was occurring in the downstairs office due to its infrequent use.

Mr. Choe testified that the water usage records indicate that there was no consumption for four days following his departure on September 23, 2024. He clarified that his intent was not only to contest the disputed bill but also receive an explanation of what occurred. He stated that he strongly believed there was a mechanical issue, adding that he had lived at the property for 14 months without experiencing a situation like the incident under discussion. He reiterated that the only unusual thing he recalled was discovering a clear, "yucky" substance floating in the toilet when he first entered the office after returning from his trip.

Mr. Choe stated that during his time at the property, he has received approximately three or four notifications advising residents to boil water due to contaminants in the water. He explained that these notices led him to suspect that the issue was caused by contamination.

Mr. Choe testified that the entire situation could have been avoided if he had received high-usage notifications from D.C. Water while he was abroad, noting that he had access to email and

text messages during his trip. He explained that November 1, 2024, was the first time he ever received a direct call from D.C. Water, at which time the period of high usage had already stopped. Mr. Choe noted that he is willing and financially able to pay the charges if he is deemed responsible but outlined that the building existed for over ten years without any prior occurrences similar to this incident.

Ms. Robinson asked for clarification regarding which bathroom Mr. Choe found the clear substance in and the date on which he discovered it. He confirmed that it was found in the office bathroom on the lower floor three or four days after he returned to the property. Mr. Choe stated that no one believed his account of the substance because he did not have photo evidence. He recalled that cleaning the toilet tank and flapper took about 20 minutes. Mr. Choe noted that when he walked into the bathroom, he did not hear any water running. He stated that the toilet bowl had standing water with a lot of clear substances floating in it.

Mr. Choe testified that his plumber agreed with him that, in order to reach an average of approximately 3,000 gallons of daily water usage, a fixture such as a sink or bathroom tap would have to be running at full flow continuously, 24 hours a day. He added that upon reviewing his November 2024 bill, he noticed that the water meter was recorded as having been read twice during the same period. He stated that this caused him to suspect that there was an issue with the water meter.

Ms. Robinson testified that D.C. Water's position is that no adjustment is warranted. She explained that the charges in question were billed based on actual meter readings and there was no indication of faulty computation.

Ms. Robinson noted that the first page of the disputed bill outlines that D.C. Water's rates changed effective October 1, 2024. She explained that the bill in question included separate line items: one reflecting services used before October 1, 2024, calculated at the old rates, and another reflecting services used after October 11, 2024, calculated at the new rates. She clarified that this was the reason Mr. Choe's bill showed two separate water service entries for the same billing period, accounting for usage both before and after the rate change.

Ms. Robinson testified that the hourly metering data indicated that consecutive water usage began to register on the meter on September 28, 2024, at 4 P.M. and continued uninterrupted until October 23, 2024, at 9 A.M. She confirmed that this represented nonstop water consumption during that period. Ms. Robinson explained that Mr. Choe's account is only registered to receive HUNA (High Use Notification Application) alerts, but not CUNA (Consecutive Use Notification Application) alerts. As a result, he did not receive any notifications regarding the continuous water usage. She recommended that he log into his account at his earliest convenience to adjust his notification settings to include consecutive usage alerts.

Ms. Robinson noted that the plumber's report dated November 15, 2024, indicated the technician inspected the basement and found no evidence of a leak, but found that the flapper in the first-floor toilet required replacement. She referenced an email from Mr. Choe sent on November 15, 2024, which stated that he would complete any necessary repairs once the

investigation was completed. In the email, he also confirmed that the water valve had been turned off in the interim, as documented on page 11 of the interaction records.

Ms. Robinson reported that D.C. Water did not conduct an underground investigation because the consecutive water usage stopped during the billing period and usage had returned to normal by the time D.C. Water received the dispute, which indicated that the cause of the wasted water was controlled at the property. She stated that the hourly metering data confirmed that the excessive usage ended a few days after Mr. Choe returned from his travels.

Ms. Robinson stated that D.C. Water's investigation closed on December 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.

Ms. Robinson testified that the meter was not pulled for shop testing because usage had returned to normal after the investigation was completed. She noted that while the flapper specified in the plumber's report was not yet replaced, the consecutive usage ceased on October 23, 2024. Ms. Robinson concluded that that this indicated the source of the excessive water consumption was controlled at the property and not the meter itself.

Mr. Choe testified that the photographs he submitted to D.C. Water showing the condition of the toilet and the work performed by the plumber were taken on the same day as the inspection, after he cleaned out the toilet tank. He explained that while the plumber identified a small leak in the flapper, Mr. Choe did not believe that this minor leak alone could have caused the huge surge in water usage.

Mr. Choe reiterated that the office thermostat had been set at 85 degrees during the summer months while the property was vacant and the room was hot when he entered. He added that the office toilet had not been used for over five months. Mr. Choe posited that some biological growth may have developed in the toilet tank under these conditions, potentially contributing to the excessive water usage.

Mr. Choe thanked the participants for the opportunity to share his testimony regarding this issue, which had bothered him for six months.

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 two-story townhouse with an office space and a half bath on the first floor and a living space with a full bath on the second floor. Mr. Choe resides on the second floor and the office has been vacant since May 2024. (Testimony of Mr. Choe).
2. The disputed bill is dated August 24, 2023, for the period of September 27, 2024 to October 25, 2024, in the amount of \$2,166.62. (Hearing Notice dated June 2, 2025).

3. Mr. Choe testified that on November 1, 2024, D.C. Water called him regarding the high usage, after the period of high usage had ended. (Testimony of Mr. Choe).
4. Mr. Choe testified that this was the only alert he received despite having his phone number and email address filed in his account. (Testimony of Mr. Choe).
5. Mr. Choe testified that his plumber inspected the property on November 15, 2024, and discovered a small leak in the office toilet flapper. (Testimony of Mr. Choe).
6. Mr. Choe testified that his plumber did not believe the leak, amounting to 3,000 gallons of water wastage a day, could have caused the high usage. (Testimony of Mr. Choe).
7. Mr. Choe testified that he turned off the valve to the toilet to wait until the investigation and hearing were completed. (Testimony of Mr. Choe, Testimony of Ms. Robinson).
8. Mr. Choe testified that the high usage began 3 or 4 days after he left on a trip and stopped 3 or 4 days after he came back, the dates of the trip specifically from September 23, 2024 to October 19, 2024. (Testimony of Mr. Choe).
9. Mr. Choe testified that he entered the office 3 or 4 days after returning and noticed a clear, jellylike substance in the toilet bowl and tank. (Testimony of Mr. Choe).
10. Mr. Choe testified that he cleaned out all the substance and did not take pictures of it. (Testimony of Mr. Choe).
11. Mr. Choe testified that the office was vacant for 5 months before the incident and the thermostat was set at 85 degrees, which he believed caused a biological growth. (Testimony of Mr. Choe).
12. Mr. Choe testified that he visits the office floor infrequently. (Testimony of Mr. Choe).
13. Mr. Choe testified that he has received 3 or 4 notifications advising residents to boil the water due to contaminants. (Testimony of Mr. Choe).
14. D.C. Water asserted that the consecutive water usage began to register on September 28, 2024, at 4 P.M. and continued uninterrupted until October 23, 2024, at 9 A.M. (Testimony of Ms. Robinson).
15. D.C. Water asserted that the customer's account is registered for HUNA but not CUNA alerts, so Mr. Choe was not notified of the consecutive usage. (Testimony of Ms. Robinson).
16. D.C. Water asserted that Mr. Choe's email on November 15, 2024, indicated that he would complete any necessary repairs after the investigation was completed. (Testimony of Ms. Robinson).
17. D.C. Water asserted that an underground investigation was deemed unwarranted as usage had declined at the time of the investigation, which indicated that the cause of the wasted water was controlled at the property. (Testimony of Ms. Robinson).
18. D.C. Water's investigation closed on December 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. Robinson).
19. D.C. Water asserted that the meter was not pulled for shop testing due to the plumber's report and because the high usage returned to normal. (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 a challenge to a bill by doing any or all of the following: (a) Verify the computations made in the formulation of the water and sewer charges; (b) Verify that the meter reading for possible meter overread or doubtful registration; (c) If feasible, check the premises for leaking fixtures, underground invisible leaks, and house-side connection leaks; (d) Check the meter for malfunction; (e) Check the water-cooled air conditioning system, if any, for malfunction; and (f) Make a reasonable investigation of any facts asserted by the owner or occupant which are material to the determination of a correct bill. See 21 DCMR 403.
3. Under D.C. Municipal regulations, repair of leaking faucets and household appliances are the responsibility of the owner or occupant. Where an investigation discloses leaking faucets, leaking fixtures or similar leaks, no adjustment will be made for any portion of excessive use attributable to those leaks. 21 DCMR 406.1, 406.2.
4. D.C. Municipal Regulations bar adjustment of a customer's bill when all checks and tests provide no reasonable explanation for excessive water consumption. 21 DCMR 408 (stating that "In cases in which all checks and tests result in inconclusive findings that provide no reasonable explanation for excessive consumption, no adjustment shall be made to the bill for any portion of the excessive consumption, except as may be approved by the General Manager, based upon a demonstration by the owner or occupant that such an adjustment will further a significant public interest.")

DECISION

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

The customer presented a unique theory that biological growth in an unused toilet tank may have caused excessive water consumption during his absence from the property. While the customer's account of discovering a clear, jellylike substance in the toilet is noteworthy, this testimony is uncorroborated by expert analysis. More importantly, the customer's own plumber identified a leaking toilet flapper that required replacement, providing a plausible explanation for the water waste.

Under D.C. Municipal Regulation 406.2, where an investigation discloses leaking fixtures, no adjustment will be made for any portion of excessive use attributable to those leaks. Here, the plumber's report confirmed a faulty flapper in the office toilet, which is precisely the type of leaking fixture covered by this regulation. The fact that the customer and his plumber questioned whether such a small leak could account for the volume of water used does not negate the regulation's application. Toilet leaks, particularly those involving constant running water, can result in substantial water waste that may not be immediately apparent to property owners.

The customer's speculation about biological growth causing the excessive usage lacks supporting evidence and expert validation. While the customer described finding a substance in the toilet, this observation alone does not establish causation for the water consumption or override the plumber's identification of a mechanical defect.

D.C. Water's investigation was thorough and appropriate under the circumstances. The utility confirmed that usage had returned to normal levels, indicating that the source of waste was controlled at the property rather than resulting from meter malfunction or infrastructure issues. D.C. Water reasonably determined that an underground investigation was unnecessary given that the excessive usage had already ceased and the plumber had identified a fixture-related cause.

The customer's concern about inadequate notification during the period of high usage does not provide grounds for relief. D.C. Water explained that the customer's account was set up to receive high usage alerts but not consecutive usage alerts, which would have provided earlier notification. Notification services are offered as a courtesy and their absence does not absolve customers of responsibility for water consumption registered on their meters.

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



Carolyn Elefant, Hearing Officer

Date: July 24, 2025

J. Roberts Investments LLC
3935 Avion Park Ct. Suite A 107
Chantilly, VA 20151
c/o Henry Choe
c/o henry.choe@jrobertsinc.net

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

IN RE: [REDACTED]
12 [REDACTED] Simms PL NE
Washington, DC 20002

Account No. [REDACTED]
Case No. 24-133277

Total Amount in Dispute: \$114.30

Before Carolyn Elefant, Hearing Officer
June 24, 2025

The customer contested a water bill for the property at 12 [REDACTED] Simms PL NE, Washington D.C. The disputed bill is dated November 27, 2023, for the period of October 26, 2023 to November 27, 2023, in the amount of \$114.30.

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 June 24, 2025, for a remote hearing. Present for the hearing were [REDACTED], on behalf of her property, and Kristen Gibson, on behalf of D.C. Water.

The property involved is a single-family rowhouse with two full bathrooms, a kitchen sink, and a washing machine. There are outdoor connections in both the front and the rear of the home. Ms. [REDACTED] has resided at the property alone since 2017. Prior to September 2023, the average water bill was \$40 to \$60.

Ms. [REDACTED] stated that she first became aware of the issue in November 2023 when she received a bill of \$114. She recalled that her September 2023 bill was also high, but she did not fully notice the problem until some of her neighbors sent a message in the area's group chat asking if anyone had begun receiving higher water bills. She added that while she had noticed higher bills, she had attributed them to combined billing periods or adjustments due to potentially missing a payment.

Ms. [REDACTED] testified that upon reviewing her bills, one indicated that she had used 15,000 gallons of water in a month, when her typical usage is one or two gallons. She noted that she lives alone, does not wash any cars, and uses a rain barrel for her garden. Ms. [REDACTED] outlined that in her water usage records, she noticed large usage spikes in September 2023, in November 2023, December 2023, and January 2024. She testified that she observed random periods lasting between 8 to 12 hours during which consumption increased dramatically.

Ms. [REDACTED] stated that, concerned that there was a leak, she hired a plumber to inspect the entire property, but no issues were found. She explained that her inability to find a problem with the house and the similar issues her neighbors reported led her to dispute her bills.

Ms. [REDACTED] recalled that in January 2024, she observed people in front of her house replacing some kind of meter. She explained that her bills returned to normal after this took place, which she posited demonstrated an issue with the accuracy of the water usage measurement prior to the replacement.

Ms. [REDACTED] testified that as a consumer, the process of contesting the charges was confusing and challenging due to the tight timeframe for filing disputes and significant delays in receiving responses from D.C. Water. Ms. [REDACTED] added that she had believed that the ongoing hearing would address multiple bills rather than a single billing period. Ms. [REDACTED] clarified that her understanding was that D.C. Water had told her that they were dismissing all the disputed bills, requiring her to submit a written request for reconsideration. She testified that she believed, following the submission of that request, she had been granted the ability to have the various bills reviewed in this hearing.

Ms. Gibson stated that D.C. Water did not receive administrative petitions for the disputes filed concerning the bills dated January 26, 2024, in the amount of \$419.68, and February 26, 2024, in the amount of \$164.34. She reported that all the bills from October 25, 2023, through January 26, 2024, were disputed untimely and D.C. Water received a grant for the motion to dismiss on March 9, 2025. Ms. [REDACTED] stated that she did not believe she had received a notice of this ruling.

The Hearing Officer requested that she and the customer be provided with a copy of the ruling. She clarified that the ongoing hearing would only address the disputed bill dated November 27, 2023. The Hearing Officer explained that once a dispute is filed, D.C. Water is obligated to conduct an investigation. However, D.C. Water does not investigate disputes it believes are dismissed, leaving her without the authority to hold a hearing on those additional bills because D.C. Water would be unable to provide a response regarding them.

Ms. Gibson testified that D.C. Water's position is that no adjustment is warranted. She explained that the charges in question were billed based on actual meter readings. Ms. Gibson stated that the meter serving the property was removed on July 8, 2024, and tested on July 12, 2024, for accuracy. Ms. Gibson reported that the meter demonstrated an overall accuracy of 97.89%. This result falls below the testing standards set by the American Water Works Association, whose guidelines consider a meter reading within the range of 98.50% to 101.50% as passing.

Ms. Gibson stated that under District Municipal Regulation 408.1, in cases in which all checks and test results and inconclusive findings that provide no reasonable explanation for excess consumption no adjustment is warranted, except as may be approved at the sole discretion of the General Manager, based upon a demonstration by the owner or occupant that an adjustment will further a significant public interest. Ms. Gibson reiterated that D.C. Water's position is therefore that no adjustment is warranted.

Ms. Gibson testified that while the meter was replaced in July 2024, usage actually declined in March 2024 and returned to historic normal usage. Ms. [REDACTED] asked for the date on which

repairs took place at her address. Ms. Gibson replied that no repairs were conducted, and D.C. Water took the meter for testing in July 2024.

Ms. [REDACTED] explained that part of her concern arose from observing unusual and unexplained increases in water usage that coincided with similar spikes across her neighborhood. She noted that, while reviewing neighborhood usage patterns, there was an unexplained spike in water consumption in September 2023, followed by additional increases in November 2023, December 2023, and January 2024, which did not correspond to historical usage from the previous two years. Ms. [REDACTED] reiterated that this pattern aligned with the high usage she experienced at her property.

Ms. [REDACTED] recalled that several of her neighbors also hired plumbers to investigate possible leaks, but no issues were identified. She explained that her neighbors reported consistent occupancy levels and no significant changes. Ms. [REDACTED] concluded that she believed there was a broader issue affecting water readings in the neighborhood during the same timeframe as her disputed bills.

Ms. Gibson testified that D.C. Water is not able to investigate or address water usage issues experienced by neighbors and can only investigate the customer's property. She stated that she reviewed records for the street to determine whether any public works projects were conducted in the area that could have contributed to a neighborhood-wide spike in water usage but found no such activity. Ms. Gibson explained that the water service lines are individually connected to each property, and any work performed in public spaces should not impact the readings registered by individual meters serving specific properties.

Ms. [REDACTED] replied that multiple D.C. Water projects and issues had been present in the neighborhood. She recalled that, most recently, a main line collapsed within a year or two of the ongoing hearing. She mentioned that while she was unsure of the exact timeline of the collapse, she believed that it overlapped with the usage spikes throughout the neighborhood. Ms. [REDACTED] noted that there had been a cover leaking on the sidewalk and an issue in 2023 where water was bubbling out of the soil in front of her and her neighbors' properties. She added that there is currently an active leak coming from the alleyway. Ms. [REDACTED] concluded that there were multiple leaks in 2023 and questioned the lack of public works repairs in the neighborhood.

The Hearing Officer advised that if any further issues arise, Ms. [REDACTED] should file a dispute or contact D.C. Water directly, adding that D.C. Water would also want to be aware of any problems.

Ms. [REDACTED] responded that she and her neighbors contact D.C. Water regularly. As an example, she mentioned that there has been an open manhole on her street for over three years. She explained that they had been calling D.C. Water, but nothing has been done about the hazard. Ms. [REDACTED] clarified that the manhole is in the public space and used to have a D.C. Water cover on it. She recalled that the cover had been cracked for several years, and residents had repeatedly reported it because someone could potentially put their foot through the cover. Ms. [REDACTED] stated that the manhole cover eventually gave way completely, leaving an open hole in

the street, which the neighborhood has since covered with a trash bin to prevent accidents. She recounted that she personally fell into the opening, ending up knee-deep in the manhole.

Ms. Gibson asked if the manhole is on the sidewalk and requested the exact location. Ms. [REDACTED] confirmed that it is and stated that she could provide an address after the ongoing hearing. She added that she had just flagged the issue with the council member on her walkthrough two weeks prior to the hearing. Ms. [REDACTED] reiterated that the hazard is reported often, and she is unsure why the problem remains unresolved.

Ms. Gibson apologized and stated that D.C. Water's command center typically handles hazards well. Ms. [REDACTED] noted that she attempted to ask D.C. Water technicians about the issue when she saw the water truck on the street. She explained, however, that no agency would claim responsibility for the problem, passing it back and forth between D.C. Water and the District Department of Transportation (DDOT). Ms. Gibson replied that she would speak with D.C. Water's command center regarding the issue.

Ms. Gibson testified that the November 27, 2023, bill reflected usage of 4.45 CCF, which appeared to fall within the range of Ms. [REDACTED] historic water consumption. She observed that Ms. [REDACTED] current usage seemed to be lower, averaging around 2 CCF per month, except for January 2025, when usage measured 4.07 CCF.

Ms. [REDACTED] stated that when reviewing historic usage data maintained by D.C. Water leading up to the disputed period, her average consumption was typically between 2 and 3 CCF per month. She outlined that recorded usage levels of 4, 7, or 14 CCF were significantly higher than usual. Ms. [REDACTED] asserted that, considering the plumber was unable to find a leak and no changes occurred, the elevated usage had no clear cause within her property.

Ms. [REDACTED] noted that her water records did not reflect a consistent increase in daily usage, manifested consistently, such as a rise from 5 gallons per day to 50 gallons per day. She outlined that they showed small, truncated spikes, including instances with 200 gallons of usage in six hours. Ms. [REDACTED] testified that she was not using water at those rates and at one point, during Thanksgiving week, she was not even present at the property. She reiterated that no leaks were identified, so the usage patterns were unusual. She added that if the elevated usage had been consistent throughout the month, it would have been more understandable to her, but the sharp spikes were irregular. Ms. [REDACTED] concluded that as a last measure, she sought to pursue testing of the water meter.

Ms. Gibson restated that the meter under registered compared to the testing standards set by the American Water Works Association. She clarified that this meant that the meter was not recording all of the usage that may have passed through the meter. Ms. [REDACTED] asked if the meter was tested before or after it was replaced. Ms. Gibson explained that after Ms. [REDACTED] submitted her disputes, D.C. Water pulled the meter present at the property in July 2024 for testing and replaced the meter. She noted that the new meter has been at the property since July 2024 and the meter tested was the one in use during the disputed period.

Ms. [REDACTED] stated that she has lived alone at the property since 2017 and has never had this issue before. Ms. Gibson replied that D.C. Water can only rely on the available data in assessing the dispute. She testified that based on the test results, D.C. Water was unable to determine that any adjustment is warranted.

Ms. [REDACTED] requested an explanation of the hourly usage in the document titled Meter Readings — Data Collection Unit (DCU) available in the case files. Ms. Gibson shared the document on her screen. Ms. [REDACTED] pointed out what she considered a consistent record of usage periods where the column labeled “Consumption” had values of 0, 1, 2, or 3. She then noted that there was a five-hour period of 300 gallons of usage in the middle of the night.

Ms. Gibson testified that she recognized periods of sustained, elevated water usage reflected in the records, which she assumed might indicate controlled water flow, such as a fixture continuously running. She acknowledged that Ms. [REDACTED] had stated that her plumber inspected everything but added that it was possible for toilet leaks to be overlooked if the fixture is not actively running at the time of the plumber’s inspection.

Ms. [REDACTED] responded that she had the plumber visit her property multiple times due to the high bills she was receiving, explaining that she would have made any repairs to resolve the issue. She pointed out that her water bills have since returned to normal despite the fact that no repairs were made. She added that nothing was changed at the property to decrease the usage.

Ms. [REDACTED] stated that work was performed outside her property earlier in the year, prior to July 2024. She noted that she was unable to find the photograph she took documenting the work. Ms. [REDACTED] explained that while she was unsure what work was completed, she observed a decrease in her water usage following her large January 2024 bill.

Ms. Gibson testified that, while not included in the case files, she was able to produce a document showing the water usage returning to normal levels from March 2024 through July 2024. She agreed that the situation is inconclusive, explaining that D.C. Water checked all areas for which they hold responsibility. She stated that D.C. Water ruled out an underground leak and determined that the usage pattern was controlled, meaning that usage stopped and started rather than flowing continuously, which indicated that there was no leak in the service line.

Ms. Gibson clarified that in cases where the cause of high usage remains inconclusive, D.C. Water’s final step is to test the meter. She stated that in Ms. [REDACTED] case, the meter was found to be under registering usage. She testified that D.C. Water had to rely on the conclusion that the cause of the spikes is unknown. Ms. Gibson explained that under District Municipal Regulations, adjustments to water bills are permitted only under specific circumstances, which the incident under discussion did not meet.

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

FINDINGS OF FACT

1. The property involved is a single-family rowhouse with two full bathrooms, a kitchen sink, a washing machine, and outdoor connections in both the front and the rear. Ms. [REDACTED] has resided at the property alone since 2017. (Testimony of Ms. [REDACTED]).
2. The disputed bill is dated November 27, 2023, for the period of October 26, 2023, to November 27, 2023, in the amount of \$114.30. (Hearing Notice dated June 2, 2025).
3. Prior to September 2023, the average water bill was \$40 to \$60. (Testimony of Ms. [REDACTED]).
4. Ms. [REDACTED] testified that she first became aware of the high usage in November 2023 when her neighbors asked if anyone had been receiving higher bills. (Testimony of Ms. [REDACTED]).
5. Ms. [REDACTED] testified that her water records indicated random 8-12 hour spikes in usage in September 2023, November 2023, December 2023, and January 2024. (Testimony of Ms. [REDACTED]).
6. Ms. [REDACTED] testified that she hired a plumber, who came out multiple times to inspect for leaks, but nothing was found. (Testimony of Ms. [REDACTED]).
7. Ms. [REDACTED] testified that she then disputed all of her bills from October 2023 through January 2024. (Testimony of Ms. [REDACTED]).
8. Ms. [REDACTED] testified that in January 2024, she observed people working on some sort of meter outside her home, and her bills returned to normal following her January 2024 bill. (Testimony of Ms. [REDACTED]).
9. D.C. Water asserted that administrative petitions were not received for the disputes filed for the bills dated January 26, 2024, in the amount of \$419.68, and February 26, 2024, in the amount of \$164.34. (Testimony of Ms. Gibson).
10. D.C. Water asserted that that all the bills from October 25, 2023, through January 26, 2024, were untimely disputed, and D.C. Water received a dismissal of those disputes on March 9, 2025. (Testimony of Ms. Gibson).
11. Ms. [REDACTED] testified that she did not receive a notice of this March 9, 2025 ruling. (Testimony of Ms. [REDACTED]).
12. D.C. Water removed the meter on July 8, 2024, and tested on July 12, 2024, demonstrating an overall accuracy of 97.89%, under registering. The testing standards set by the American Water Works Association guidelines consider a meter reading within the range of 98.50% to 101.50% as passing. (Testimony of Ms. Gibson).
13. D.C. Water asserted that no account adjustments are made for under registration. (Testimony of Ms. Gibson).
14. D.C. Water's investigation determined that an adjustment is not warranted under District Municipal Regulation 408.1, in cases in which all checks and test results show inconclusive findings and there are no reasonable explanations for excess consumption, no adjustment is warranted. (Testimony of Ms. Gibson).
15. D.C. Water asserted that usage declined in March 2024. (Testimony of Ms. Gibson).
16. Ms. [REDACTED] testified that she reviewed neighborhood water usage and observed spikes in usage in September 2023, in November 2023, December 2023, and January 2024. (Testimony of Ms. [REDACTED]).
17. Ms. [REDACTED] testified that her neighbors reported consistent occupancy levels and no significant changes. (Testimony of Ms. [REDACTED]).

18. D.C. Water asserted that the water service lines are individually connected to each property, and any work performed in public spaces should not impact the readings. (Testimony of Ms. Gibson).
19. D.C. Water asserted that no public works projects were conducted in the area that could have contributed to a neighborhood-wide spike in water usage. (Testimony of Ms. Gibson).
20. Ms. [REDACTED] testified that her neighborhood has had multiple leaks and issues, both in 2023 and ongoing, that D.C. Water has failed to address. (Testimony of Ms. [REDACTED]).
21. Ms. [REDACTED] testified that she and her neighbors consistently report issues with no success. (Testimony of Ms. [REDACTED]).
22. 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. Robinson).
23. D.C. Water asserted that the November 27, 2023, bill reflected usage of 4.45 CCF, with normal historic usage. (Testimony of Ms. Gibson).
24. D.C. Water asserted that current usage is lower, averaging around 2 CCF per month, except for January 2025, 4.07 CCF. (Testimony of Ms. Gibson).
25. Ms. [REDACTED] testified that her historic usage was between 2 and 3 CCF per month, and that recorded usage levels of 4, 7, or 14 CCF were significantly higher. (Testimony of Ms. [REDACTED]).
26. Ms. [REDACTED] testified that one spike occurred in November 2023 when she was not at the property. (Testimony of Ms. [REDACTED]).
27. D.C. Water asserted the periods of controlled water usage could be an overlooked fixture running. (Testimony of Ms. Gibson).
28. Ms. [REDACTED] testified that usage returned to normal without any repairs or changes. (Testimony of Ms. [REDACTED]).
29. 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. Gibson).

CONCLUSIONS OF LAW

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

See 21 DCMR 403.

3. D.C. Municipal Regulations bar adjustment of customer's bill when all checks and tests provide no reasonable explanation for excessive water consumption. 21 DCMR 408 (stating that "In cases in which all checks and tests result in inconclusive findings that provide no reasonable explanation for excessive consumption, no adjustment shall be made to the bill for any portion of the excessive consumption, except as may be approved by the General Manager, based upon a demonstration by the owner or occupant that such an adjustment will further a significant public interest.")
4. Meters shall be read quarterly or at such other times as the General Manager shall determine. 21 DCMR 308.1.

DECISION

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

Ms. [REDACTED] presented several arguments in support of her challenge to the November 27, 2023 bill. First, she argued that the usage spikes were unexplained and inconsistent with her normal consumption patterns. Second, she contended that her plumber found no leaks on the property despite multiple inspections. Third, she asserted that similar usage spikes occurred throughout her neighborhood during the same timeframe, suggesting a systemic issue with D.C. Water's infrastructure or metering. Finally, she argued that her bills returned to normal levels after work was performed in the area, indicating that the problem was not on her property.

While the customer's concerns are understandable, they do not warrant an adjustment under the applicable regulations. D.C. Water conducted a thorough investigation as required by 21 DCMR 403. The utility verified the computations used in formulating the charges, checked for meter malfunction by pulling and testing the meter, and made a reasonable investigation of the customer's assertions. D.C. Water's investigation ruled out an underground leak in the service line because the usage data showed controlled patterns with stops and starts rather than continuous flow. The meter test revealed that the meter was under-registering at 97.89% accuracy, below the American Water Works Association standards of 98.50% to 101.50%. Importantly, under-registration means the customer was billed for less water than actually passed through the meter, not more.

The customer's argument that neighborhood-wide usage spikes indicated a systemic problem is not supported by the evidence. D.C. Water testified that water service lines are individually connected to each property and that no public works projects were conducted in the area during the relevant timeframe that could have affected meter readings. While the customer described various infrastructure problems in her neighborhood, including leaks and an open manhole, D.C. Water explained that such issues in public spaces should not impact individual meter readings. Moreover, D.C. Water can only investigate and address issues related to the specific customer's account, not neighborhood-wide concerns.

The fact that the customer's plumber found no leaks does not preclude the possibility of intermittent fixture malfunctions. As D.C. Water noted, toilet leaks can be easily overlooked if a fixture is not actively running during an inspection. The controlled usage patterns reflected in the meter data, including periods of sustained elevated consumption followed by normal usage, are consistent with a malfunctioning fixture rather than a meter error.

The customer's assertion that her bills returned to normal after work was performed in the area is not determinative. The evidence shows that usage actually declined in March 2024, several months before D.C. Water replaced the meter in July 2024. This timeline undermines the customer's theory that meter replacement resolved the problem. Furthermore, the customer acknowledged that no repairs were made to her property, yet usage returned to normal levels, which could indicate that an intermittent fixture malfunction resolved itself.

Under D.C. Municipal Regulation 408.1, "In cases in which all checks and tests result in inconclusive findings that provide no reasonable explanation for excessive consumption, no adjustment shall be made to the bill for any portion of the excessive consumption, except as may be approved by the General Manager, based upon a demonstration by the owner or occupant that such an adjustment will further a significant public interest." Here, despite D.C. Water's investigation and the customer's plumber inspections, neither party could definitively explain the cause of the excess usage. The regulation explicitly bars adjustments in these circumstances.

Additionally, the meter test results reinforce D.C. Water's position. The under-registration means that if anything, the customer was charged for less water than she actually used during the disputed period. This finding undermines any claim that the meter was over-recording usage.

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



Carolyn Elefant, Hearing Officer

Date: July 24, 2025

12 ■■■ Simms PI NE
Washington, DC 20002

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

IN RE: [REDACTED]
33 [REDACTED] 24th St NE
Washington, DC 20018

Account No. [REDACTED]
Case No. 24-724402

Amount in Dispute: \$929.45
Billing Period: July 18, 2024 - September 18, 2024

ORDER

This matter comes before the Hearing Officer upon a Motion to Dismiss Administrative Hearing Petition by the District of Columbia Water and Sewer Authority (D.C. Water). The Hearing Officer has reviewed the Motion and exhibits attached thereto, including the Bill Investigation Report and the customer's Administrative Hearing Petition dated December 2, 2024. Under 21 DCMR § 416.3, the customer had fourteen calendar days to file an opposition to the motion but did not. Based upon the foregoing, the motion to dismiss the petition as untimely is granted.

Factual Background

On September 19, 2024, D.C. Water issued a bill to the customer for the billing period of July 18, 2024 through September 18, 2024, totaling \$929.45. Motion Ex. 3. The customer disputed this bill on September 23, 2024. Motion Ex. 1, Bill Investigation Report (BIR).

D.C. Water conducted an investigation of the disputed charges and determined that no adjustment was warranted under 21 DCMR § 408.1, finding the investigation resulted in "inconclusive findings that provide no reasonable explanation for excessive consumption." Motion Ex. 1.

On October 15, 2024, D.C. Water sent the customer a Bill Investigation Report via email to the address on file [REDACTED]@virginia.edu), informing the customer of the investigation results and denial of adjustment. Motion Ex. 1. The BIR explicitly stated: "This decision may be appealed by filing a petition for an administrative hearing within fifteen (15) calendar days of this notice."

The fifteen-day deadline for filing a petition for administrative hearing was October 30, 2024. However, the customer did not file her Administrative Hearing Petition until December 2, 2024, thirty-three days after the deadline had expired. Motion Ex. 2.

Legal Analysis

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

The Bill Investigation Report communicated D.C. Water's decision to the customer. The customer was advised of her right to appeal within the prescribed timeframe. The BIR was sent to the customer's email address on file and stated the fifteen-day deadline for filing an appeal.

The customer's petition was filed on December 2, 2024, which was thirty-three days after the October 30, 2024 deadline. Under 21 DCMR § 409.2, challenges filed beyond the fifteen-day deadline are untimely and subject to dismissal.

The customer has not presented any argument or evidence that would justify tolling or extending the deadline. Strict compliance with filing deadlines to ensure the orderly administration of the billing dispute process. 21 DCMR § 402.2(a). The fifteen-day deadline serves important administrative purposes and cannot be disregarded absent extraordinary circumstances, which are not present in this case.

Conclusion

Because the customer's Administrative Hearing Petition was filed more than fifteen days after the date of the Bill Investigation Report, the petition is untimely under 21 DCMR § 409.2 and must be dismissed. Accordingly, for the foregoing reasons, D.C. Water's Motion to Dismiss the Administrative Hearing Petition challenging the September 19, 2024 bill is GRANTED.



Carolyn Elefant, Hearing Officer

Date: August 27, 2025

██████████
33 ████████ 24th St NE
Washington, DC 20018

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

IN RE:	Bruin Family Trustee c/o [REDACTED] 46 [REDACTED] Hawthorne Lane NW Washington, DC 20016	Account No. [REDACTED] Case No. 24-734046 24-646853
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Total Amount in Dispute: \$2,683.55

Before Carolyn Elefant, Hearing Officer
April 17, 2025

The customer contested water and sewer bills for the property at 46 [REDACTED] Hawthorne Lane NW, Washington D.C. The disputed bills are dated July 11, 2024, for the period of May 10, 2024 through July 10, 2024, in the amount of \$1,391.61; and dated September 13, 2024, for the period of August 10, 2024 through September 11, 2024, in the amount of \$1,291.94. The D.C. Water and Sewer Authority (D.C. Water) investigated and determined that no adjustment to the bills was warranted. The customer requested an administrative hearing.

The matter came before the Hearing Officer on April 17, 2025, for a remote hearing. Present for the hearing was [REDACTED] on behalf of the customer, and Rhona Myers and Kimberly Arrington who appeared on behalf of D.C. Water.

The property involved is a single-family home located on a hill in northwest D.C. The property has an in-ground swimming pool and an irrigation system with four zones that operates during summer months, running almost every night when temperatures are hot. Mr. [REDACTED] and his family have lived at the property for nearly four years. The property and pool are quite old, and Mr. [REDACTED] has experienced numerous problems with both.

Mr. [REDACTED] testified that he was not disputing the water charges themselves, but rather the sewer charges on his bills. He explained that his sewer bills had historically averaged approximately \$75 per month during non-peak periods but increased dramatically during the summer months, reaching over \$700 during peak periods. Mr. [REDACTED] stated that the sewer charges increased from comprising 35% of his total bill to 55% of his bill as water usage increased.

Mr. [REDACTED] described several issues with his pool that resulted in significant water loss that did not enter the sewer system. First, the pool cover would not close properly, causing water to evaporate. He had this repaired. Second, the pool filter leaked, which he had repaired in August 2024. Most significantly, in November 2024, Mr. [REDACTED] discovered that the pool had a leak at the

bottom, causing all the water to drain out into the ground. He testified that this water was being automatically replaced daily by the pool's automatic filter system.

Mr. [REDACTED] also testified that he power washed his property last summer, which took approximately ten hours of work. He stated that this water, along with water from his irrigation system, went into the dirt and down the property rather than into the sewer system due to the property's location on a hill.

Mr. [REDACTED] argued that D.C. Water was responsible for accurately monitoring his sewer usage, and that charging him sewer fees based on total water consumption was inaccurate when significant portions of that water did not enter the sewer system. He contended that D.C. Water should be able to observe and inspect his pool and irrigation system to verify that water was not entering the sewer.

After contacting D.C. Water about the issue, Mr. [REDACTED] was informed that he could install a sub-meter at his own expense to measure his actual sewer usage. Mr. [REDACTED] testified that he spent \$2,700 to have the sub-meter installed and had to redo his plumbing to accommodate it. The sub-meter was installed in November 2024, after the disputed billing periods.

Mr. [REDACTED] argued that as a homeowner purchasing utilities, he should not have to pay for the privilege of being monitored correctly, comparing it to other utilities like electricity where the utility company provides the meter. He requested that his bill be adjusted to reflect non-peak water usage (approximately \$75 per month) for periods when he was not using the pool or irrigation system.

Ms. Arrington testified on behalf of D.C. Water that sewer charges are determined based on the same CCF (hundred cubic feet) units as water charges, with the assumption that water consumption corresponds to sewer usage on a one-to-one basis. She explained that D.C. Water has many customers who water their lawns without sub-meters, and that D.C. Water does not provide sewer credits without a sub-meter to determine actual usage.

Ms. Arrington stated that D.C. Water does not conduct inspections of irrigation systems or swimming pools to determine sewer credits, explaining that D.C. Water does not bill based on inspections. She confirmed that sewer credits would begin from the date of the sub-meter installation in November 2024, but that no credits would be provided for the disputed periods when no sub-meter was in place.

Ms. Myers testified that the disputed charges were based on actual meter readings obtained by D.C. Water's automated meter infrastructure. She stated that D.C. Water did not pull the meter for testing because the dispute was related to the sub-meter installation. D.C. Water completed its investigation for the July 11, 2024 bill on September 24, 2024, and for the September 13, 2024 bill

on October 17, 2024. D.C. Water determined that no adjustment was warranted under D.C. Municipal Regulation 408.1.

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 located on a hill at 46[REDACTED] Hawthorne Lane NW, with an in-ground swimming pool and an irrigation system with four zones. (Testimony of [REDACTED] of Mr. [REDACTED]).
2. The disputed bills are dated July 11, 2024, for the period of May 10, 2024 through July 10, 2024, in the amount of \$1,391.61; and dated September 13, 2024, for the period of August 10, 2024 through September 11, 2024, in the amount of \$1,291.94. (Testimony of the parties).
3. Mr. [REDACTED] and his family have lived at the property for nearly four years. (Testimony of Mr. [REDACTED]).
4. The property's sewer bills historically averaged approximately \$75 per month during non-peak periods but increased to over \$700 during peak summer months. (Testimony of Mr. [REDACTED]).
5. Mr. [REDACTED] experienced multiple problems with his pool, including a malfunctioning cover, a leaking filter repaired in August 2024, and a leak at the bottom of the pool discovered in November 2024 that caused water to drain into the ground. (Testimony of Mr. [REDACTED]).
6. Mr. [REDACTED] operates his irrigation system almost every night during hot weather and power washed his property for approximately ten hours during the summer. (Testimony of Mr. [REDACTED]).
7. Mr. [REDACTED] testified that water from the pool leak, irrigation system, and power washing went into the dirt and ground rather than the sewer system due to the property's location on a [REDACTED] hill. (Testimony of Mr. [REDACTED]).
8. Mr. [REDACTED] installed a sub-meter in November 2024 at his own expense for \$2,700, including replumbing costs. (Testimony of Mr. [REDACTED]).
9. D.C. Water charges sewer fees based on the same CCF units as water consumption, with a one-to-one assumption that water consumption corresponds to sewer usage. (Testimony of

Ms.

Arrington).

10. D.C. Water does not provide sewer credits without a sub-meter to measure actual sewer usage and does not conduct inspections of irrigation systems or swimming pools to determine sewer credits. (Testimony of Ms. Arrington).
11. D.C. Water determined that sewer credits would begin from the date of sub-meter installation in November 2024, but no credits would be provided for periods before the sub-meter was installed. (Testimony of Ms. Arrington).
12. The disputed charges were based on actual meter readings obtained by D.C. Water's automated meter infrastructure. (Testimony of Ms. Myers).
13. D.C. Water completed its investigation and determined that no adjustment was warranted under D.C. Municipal Regulation 408.1. (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 a challenge to a bill by doing any or all of the following: (a) Verify the computations made in the formulation of the water and sewer charges; (b) Verify that the meter reading for possible meter overread or doubtful registration; (c) If feasible, check the premises for leaking fixtures, underground invisible leaks, and house-side connection leaks; (d) Check the meter for malfunction; (e) Check the water-cooled air conditioning system, if any, for malfunction; and (f) Make a reasonable investigation of any facts asserted by the owner or occupant which are material to the determination of a correct bill. See 21 DCMR 403.
3. D.C. Municipal Regulations bar adjustment of a customer's bill when all checks and tests provide no reasonable explanation for excessive water consumption. 21 DCMR 408 (stating that "In cases in which all checks and tests result in inconclusive findings that provide no reasonable explanation for excessive consumption, no adjustment shall be made to the bill for any portion of the excessive consumption, except as may be approved at the sole discretion of the General Manager, based upon a demonstration by the owner or occupant that such an adjustment will further a significant public interest.")
- 4.

DECISION

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

Mr. [REDACTED] primary argument is that he should receive sewer credits for water usage that did not enter the sewer system, specifically water from pool leaks, irrigation, and power washing. While Mr. [REDACTED] contention that this water did not enter the sewer system may be factually accurate, D.C. Water's billing methodology is governed by established regulations and policies.

D.C. Water's standard practice is to charge sewer fees based on water consumption measured at the meter, using a one-to-one ratio assumption. This methodology is reasonable and necessary because D.C. Water cannot practically monitor or inspect every customer's property to determine what portion of water usage enters the sewer system versus what goes elsewhere.

The availability of sewer credits through sub-meter installation provides customers with an option to obtain more precise billing when significant water usage does not enter the sewer system. Mr. [REDACTED] acknowledged that he was informed of this option and ultimately chose to install a sub-meter in November 2024. The fact that he incurred costs to install the sub-meter does not create an obligation for D.C. Water to provide retroactive credits for periods when no sub-meter was in place.

Mr. [REDACTED] comparison to other utilities is not persuasive. Unlike electricity meters which measure consumption at a single point, sewer usage cannot be directly metered in the same manner as water consumption. D.C. Water's policy requiring sub-meters for sewer credits is a reasonable approach to address this measurement challenge while maintaining billing accuracy and administrative efficiency.

While Mr. [REDACTED] provided a detailed chart showing his billing history and testified about specific water uses that did not enter the sewer system, D.C. Water was unable to verify the accuracy of his claims without a sub-meter in place during the disputed periods. In addition, there was no need for D.C. Water to have tested the meter because the customer did not dispute the accuracy of the amounts for which he was charged, only that he should not have been billed for the sewer charges.

Under D.C. Municipal Regulation 408.1, when investigations result in inconclusive findings that provide no reasonable explanation for billing adjustments, no adjustment is warranted. Here, the customer offered no explanation for the excess charges and D.C. Water found none and therefore no adjustment is warranted under DCMR 408.1.

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

Carolyn Elefant

Carolyn Elefant, Hearing Officer

Date: July 1, 2025

Bruin Family Trustee

c/o [REDACTED]

46 [REDACTED] Hawthorne Lane NW

Washington, DC 20016

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

IN RE: Amani Brooks
Prime Title Group
9701 Apollo Drive
Largo, Maryland 20774
c/o amanibrooks1023@yahoo.com

Account No. [REDACTED]
Case Nos. 25-30780
M25-259698

Total Amount in Dispute: \$5,534.76

Before Carolyn Elefant, Hearing Officer
June 24, 2025

The customer contested water bills for the property at 47 Galveston Pl SW, Washington D.C. The disputed bills are dated September 4, 2024, for the period of July 2, 2024, to September 3, 2024, in the amount of \$2,509.12, dated November 4, 2024, for the period of October 2, 2024, to November 1, 2024, in the amount of \$1,241.89, dated December 3, 2024, for the period of November 2, 2024, to December 1, 2024, in the amount of \$1,179.45, and dated January 24, 2025, for the period of December 3, 2024, to December 17, 2024, in the amount of \$604.30.

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 June 24, 2025, for a remote hearing. Present for the hearing were Amani Brooks, the former property owner, Daniel Mushala, who assisted in selling the property, and Kimberley Arrington and Kristen Gibson, who appeared on behalf of D.C. Water.

The property involved is a two-unit multifamily rental property that was purchased in August 2023. Each unit has two bathrooms and a kitchen sink. Before the property ownership transferred on December 17, 2024, the upstairs unit (Unit Two) had one tenant, and the downstairs unit (Unit One) was vacant. There were several instances in which squatters occupied the lower unit, for which a police report was required to address and remove the individuals. Prior to the disputed bills, the average water bill was \$250, with a maximum of \$300.

Ms. Brooks stated that on or around July 4, 2024, she received a boil water advisory for the property due to a concern with the water in the area. She recalled that approximately three weeks later, around August 2, 2024, she received another message from D.C. Water advising her of increased water usage. Ms. Brooks testified that at this time, the first disputed bill for July 2024 came in, totaling over \$1,000 for that month alone. She noted that this pattern continued until the building was sold in December 2024.

Ms. Brooks testified that she hired a licensed plumber to inspect the building and check for any leaks, but no substantial issues or leaks that she believed could account for the large amount

of usage registered by D.C. Water were found. She added that a report from the plumber was submitted to the hearing and that the new owner of the property had completed property inspections.

Ms. Brooks testified that she engaged her property management team on multiple occasions to investigate the cause of the high water bills. She stated that prior to the boil water advisory, there had been no issues with excessive water usage or unusually high bills. Ms. Brooks explained that the upstairs tenant had not reported any leaks, and that the unoccupied downstairs unit had been inspected repeatedly, with no water found anywhere on the property.

Ms. Brooks stated that months of efforts to determine the cause of the high bills resulted in no plausible explanation as to where such a significant volume of water was going. She added that the plumber supported the conclusion that there were no internal issues that could explain the excessive consumption. Ms. Brooks testified that her dispute arose because her bills escalated to over \$1,000 per month, compared to a prior maximum of around \$300, with no explanation for the excessive volume of water usage sustained over a six-month period.

The Hearing Officer noted that the case files outlined that the subsequent owner identified a leak at the property, asking if Ms. Brooks was aware of this information. Ms. Brooks replied that she was not. The Hearing Officer queried whether the bills were still high when the property was sold. Ms. Brooks replied that they were.

Mr. Mushala stated that he is a DC licensed real estate agent. He noted that during multiple visits to the property, he did not observe any evidence of leaks or running water fixtures that could account for the magnitude of the disputed bills. Mr. Mushala added that even after being alerted by Ms. Brooks about the issue and bringing in additional people to inspect the property, no problems were found.

Ms. Brooks stated that there was nothing going on that could have provided a possible explanation for the high usage. She mentioned having repeated back-and-forth calls with D.C. Water. Ms. Brooks stated that one theory she considered was that an undiscovered or unacknowledged pipe tied to the city line had burst, considering the issues began after the boil water advisory was issued.

Ms. Gibson questioned whether Unit One had been vacant for the entire period of Ms. Brooks' ownership of the property. She confirmed that it was unleased for the entire duration. Ms. Brooks noted that after each occurrence of squatters in Unit One, for which police intervention was required, the property management team inspected the unit to assess any damages. Ms. Brooks stated that the reports of those inspections did not indicate that any leaks had been discovered or required repairs following the squatters' removal.

Ms. Gibson asked for clarification regarding the plumber's report from Freeline Plumbing Services dated November 26, 2024. She explained that the report did not specify if all units in the property had been inspected, only indicating that the technician found one slightly running tub spout and a drip on a three-fourths 90 fitting in the basement. It also outlined that the kitchen, both toilets, bathroom sinks, and one tub were in good condition, along with the water heaters and the

water pipes in the basement. Ms. Gibson questioned whether this description of work pertained to all units.

Ms. Brooks replied that the plumber's report primarily pertained to Unit One, but the plumber also reviewed Unit Two and the basement. She clarified that the plumber visited the tenant in Unit Two to ask her if she had any concerns and to check her bathroom and sinks. She noted that the technician then inspected the basement for leaks, as the tenant also reported no signs of running water within her unit.

Ms. Gibson noted that the report had a labor charge of \$175, but no documentation of any repairs made. Ms. Brooks confirmed that the tub spout and drip were repaired as well as identified.

Ms. Arrington inquired whether it was possible that the squatters occupying the vacant unit could have been using water from the property. She also asked Ms. Brooks if she knew the specific time frame during which the squatters were present in the unit and how long they remained there.

Ms. Brooks replied that each incident lasted three to four days, not extended periods of time. She explained that they occurred while preparations were underway to list the building for sale, so frequent visits to the property were made by herself, the property management team, Mr. Mushala, and other visitors. Ms. Brooks testified that two out of the three squatter incidents took place before the disputed timeframe. She clarified that the one incident that occurred during the period of high usage also lasted about three to four days.

Ms. Arrington asked if the water valves were turned off in Unit One. Ms. Brooks responded that she believed that they were but could not give a definite answer. She added that this response would need to be provided by the property management team.

Mr. Mushala testified that during the first incident involving squatters, their presence lasted approximately one to two days before the police intervened. He recalled that on both occasions for which he was present, the police came and escorted the individuals out. Mr. Mushala stated that during his walkthroughs of the property following these incidents, he observed no leaking or dripping of any magnitude.

Ms. Arrington questioned whether Mr. Mushala was a licensed plumber. He replied that he was not, but that he is a real estate agent with 15 years of experience working with both commercial and residential properties.

Ms. Gibson testified that D.C. Water's position is that no adjustment is warranted. She explained that the charges in question were billed based on actual meter readings. Ms. Gibson stated that D.C. Water did not conduct an underground investigation or pull the meter for testing as their investigation revealed that the high usage was caused by a running toilet. She explained that this information was provided to D.C. Water by the new property owner.

Ms. Gibson outlined that on February 4, 2025, she called the new owner, who reported that shortly after purchasing the building, she entered Unit Two and discovered that the toilet was running. She testified that the new owner physically turned off the running toilet in Unit Two and

subsequently had it repaired by a handyman on December 23, 2024. She stated that data from D.C. Water's records showed that water usage began to decrease around December 20, 2024, and confirmed that the issue had been resolved by December 23, 2024.

Ms. Gibson testified 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. She added that following the sale of the property, the new owner's water bill declined, and water usage was no longer continuous after the repairs were completed by the new owner.

Ms. Gibson stated that D.C. Water initially sent HUNA (High Use Notification Application) alerts. She noted that she had not examined the boil water advisories for the building, adding that she was uncertain if the alerts she saw in her review pertained to those advisories.

Ms. Gibson testified that she contacted the new owner because the high water usage persisted after the property was sold. She stated that she also attempted to reach Ms. Brooks on February 4, 2025, and February 7, 2025, to discuss the plumber's report, the information provided by the new owner, and to determine if Ms. Brooks had any additional details to provide. Ms. Gibson reported that she left a voicemail but was unable to make direct contact.

Ms. Gibson outlined that, after not receiving a response by February 10, 2025, he determined it was appropriate to close the investigation under DC Municipal Regulation 406.2. She explained that this decision was based on information provided by the new owner, in addition to the decline in water usage. She noted that the usage pattern became controlled, meaning that it showed stops and starts, after the repairs were made and the toilet was said to be turned off.

The Hearing Officer asked if this information was included in the case files. Ms. Gibson replied that she did not leave a note regarding the discussion with the new owner on Ms. Brooks' account. She explained that this was because the discussion involved specific information related to the new owner's account and the new charges being incurred, and she was not permitted to record that information on Ms. Brooks' closed account.

Ms. Brooks testified that she was not provided with any follow-up information regarding conversations or contingencies discussed between D.C. Water and the new owner. She stated that she was unaware of any phone calls made to her on the dates mentioned by Ms. Gibson. She asserted that if she had received such calls, she would have followed up, given that this was an ongoing issue.

Ms. Brooks outlined that she was unsure why D.C. Water did not dispatch personnel to conduct an underground investigation despite her repeated calls and the disputes she filed regarding high water usage. She explained that she had her property management team assess the property, then hired a plumber after being told multiple times that D.C. Water would not send someone to the property unless she first provided a plumber's report.

Ms. Brooks stated that any information exchanged between D.C. Water and the new owner was separate from her disputes and discussions, as the property was no longer in her possession at that point. She added that she did not dispute that Ms. Gibson may have attempted to contact her, but that whether those calls occurred was not central to the issue.

Ms. Brooks testified that she made repeated calls to D.C. Water outlining that she was unable to discover the cause of the high usage despite efforts by her property management team and the plumber. She noted that multiple parties conducted thorough inspections of the building in the course of addressing the high bills and in preparation for the property's sale. Ms. Brooks specified that she was unsure how the substantial volume of water usage could be attributed to a single leak in one toilet, as later reported by the new owner. She asserted that if such a leak had existed, it should have been evident during the walkthroughs and assessments conducted before the sale.

Ms. Brooks noted that it concerned her that this cause of the high usage only emerged after the new owner became involved and communicated separately with D.C. Water. She reiterated that the unit was not left unaddressed or neglected, and that multiple efforts had been made to locate any potential issues. Ms. Brooks concluded that the lack of an actual investigation by D.C. Water, such as the failure to pull the meter for testing, was a discrepancy.

Ms. Gibson testified that D.C. Water's standard protocol for multifamily or multi-unit properties requires submission of a plumber's report detailing all areas the plumber inspected. She stated that her notes reflect that she requested such a report on October 24, 2024, via email, and also attempted to follow up by phone that same day, leaving a voicemail requesting a callback regarding the plumber's findings. Ms. Gibson testified that D.C. Water did not receive a plumber's report at that time and subsequently closed the investigation for the September 2024 dispute as inconclusive under District Municipal Regulation 408.1.

Ms. Gibson moved to subsequent charges reflected in November 2024. She explained that, upon reviewing the daily data collection unit records, she confirmed that the previously elevated water usage had ceased and was no longer continuous by December 20, 2024. Ms. Gibson testified that when water usage returns to normal and is no longer running continuously, D.C. Water's policy is not to conduct an underground investigation, as it indicates that the cause of the excessive usage is controlled at the property.

Ms. Gibson stated that she was unable to reach Ms. Brooks at that time as the phone line carried over to the new owner. She noted that she reached out to the new owner because the elevated usage persisted into the period after the property's sale, explaining to the new owner that she was investigating a high-usage complaint. She testified that the new owner informed her that the problem was a running toilet in Unit Two, which, once addressed, resolved the issue and resulted in normal usage patterns.

Mr. Mushala testified that if there was a running toilet in Unit Two, the plumber would not have identified it in the report dated November 26, 2024, as he was inspecting Unit One. He posited that usage in Unit Two may have ceased because the tenant who previously occupied that unit moved out shortly after the property was transferred to the new owner.

Ms. Gibson stated that she did not clarify with the new owner whether Unit Two was located upstairs or downstairs. She added that her notes indicate that the new owner reported that the issue occurred in Unit Two. Ms. Gibson testified that the new owner entered the unit shortly after closing on the property and discovered a running toilet. She reported that the new owner manually turned off the toilet initially and then, a few days later, had a handyman repair it and replace the necessary parts. Ms. Gibson concluded this aligned with the data collection unit records.

Mr. Mushala asked if the new owner was a plumber. Ms. Gibson replied that she was unsure, but that a handyman fixed the toilet.

Mr. Mushala questioned whether the new owner submitted a plumber's report to D.C. Water. Ms. Gibson responded that D.C. Water did not have a report, only the data indicating that the high usage stopped at the time the new owner stated that she turned the toilet off.

Ms. Brooks noted that the new owner of the property is a man and questioned whether the statements about the toilet leak pertained to a conversation with the tenant of Unit Two or with the new owner himself. She asserted that if the discussions occurred with the tenant, it was another discrepancy that should have been addressed with property management before the sale of the property, and again afterward in coordination with the new owner.

Ms. Gibson stated that the individual she spoke with identified herself as the owner and asked for the name of the tenant prior to the ownership transfer. Ms. Brooks provided the name, which Ms. Gibson confirmed did not match the person she called.

Mr. Mushala asked for the name of the caller. Ms. Arrington testified that D.C. Water was unable to disclose the name of the individual they spoke with. She added that D.C. Water should not discuss details about conditions at the property without the new owner's permission.

The Hearing Officer pointed out that the basis for denying the adjustment was D.C. Water's determination that the high water usage resulted from a leak that the property owner was responsible for. She noted that if a subsequent owner was purportedly responsible for it, then the prior customer should have the opportunity to review that information and respond. The Hearing Officer explained that she was concerned about D.C. Water's reliance on information that the customer had no ability to access. Ms. Arrington responded that under normal circumstances, a customer cannot access another owner's information without their permission.

Ms. Brooks testified that while she understood the confidentiality issue, she was concerned by the way the information from the new owner has been handled in relation to her dispute. She questioned why D.C. Water had reached out to the new owner about a high usage concern tied to the billing period under her ownership, but now claimed that details about the new owner's account should not be discussed with her. Ms. Brooks outlined that D.C. Water would not provide knowledge of who gave them this information or any report verifying the claim that a running toilet was the cause. She stated that the information being used as the deciding factor in her dispute

originated from someone with whom she had no connection and during a period when she no longer owned the property.

Ms. Arrington replied that the information from the new owner was not the deciding factor in the case. She clarified that the decision regarding the disputed bills and the water consumption would be made by the Hearing Officer, who has the authority to issue the ruling in this case.

Ms. Gibson explained that her decision to contact the new owner arose both because the high water usage under investigation persisted into the period after the property changed ownership and because she was unable to contact the owner relevant to the case, Ms. Brooks. She stated that, given the high usage had continued and then abruptly stopped following the change in ownership, she considered the outreach pertinent to her investigation into the cause of the issue.

Ms. Gibson testified that she did not request a formal report from the new owner because the repairs were performed by a handyman rather than a DC licensed plumber. She added that as water usage had also normalized, she did not consider it necessary to obtain a report. Ms. Gibson stated that she chose to rely on the hearsay of the individual she spoke with because she was listed both on the deed and on the D.C. Water account for the new owner. She stated that this comparison led her to the belief that the person providing the information is the new owner of the property.

The Hearing Officer stated that she did not believe it was improper to contact the new owner. She asked Mr. Mushala if he was still in contact with the new owner, suggesting he reach out directly to obtain additional information and submit any new details he gleaned from the conversation.

The Hearing Officer inquired whether the water bills were an issue during the sale process. Mr. Mushala confirmed that they were, adding that Ms. Brooks had attempted to resolve the high water bill issue early on. He stated that no issues occurred prior to the appearance of the high bills.

Ms. Arrington explained that on the bill investigation report dated November 20, 2024, Ms. Gibson utilized District Municipal Regulation 408.1, which states that in cases in which all checks and test results show inconclusive findings and there are no reasonable explanations for excess consumption, no adjustment is warranted. She noted that this regulation is used when both the customer and D.C. Water are unable to determine the cause of the high usage and an underground leak has been ruled out.

Ms. Arrington clarified that D.C. Water rules out underground leaks by examining the DCU for stops in consumption, as opposed to continuous usage. The data for the disputed periods can be found in the document titled "Meter Readings – Data Collection Unit (DCU)". Ms. Arrington stated that she identified many stops in usage at the beginning of the document, indicating that no underground leak existed and an underground investigation was unwarranted. She added that D.C. Water did later conduct an investigation, but at that point in time they were able to determine that there was no underground leak.

Mr. Mushala expressed his confusion over the origin of the high water bills, given that no underground leaks existed and no internal leaks existed, as verified by the plumber. Ms. Arrington

agreed, explaining that District Municipal regulations state that if D.C. Water cannot determine what happened at the property using their means of investigation and the customer cannot determine what happened at the property using their means of investigation, no adjustment for excess consumption can be made. She stated that this then led to the ongoing hearing, for which the Hearing Officer will make a decision based on the facts brought into discussion.

Ms. Brooks testified that she was initially instructed by D.C. Water that it was her responsibility to engage a licensed plumber and provide a report for evaluation as to whether an adjustment to her bill was warranted. She outlined that despite fulfilling D.C. Water's instructions, the decision was made based on an investigation carried out after the property was no longer in her possession. Ms. Brooks noted that she had already paid the large sum of money that provided serious contingency during the closing process of the property.

Ms. Brooks acknowledged Ms. Gibson's statements about attempts to contact her but added that it would be inaccurate to claim that there was no follow-up or communication from her. She stated that up until the sale of the property, she continued to file for disputes and had a plumber inspect the property. Ms. Brooks outlined that D.C. Water's inspection took place in February 2025, two months after she relinquished ownership, and that the ongoing hearing was now taking place in June 2025. Ms. Brooks reiterated that information from the new owner, unsupported by a report, was used to validate D.C. Water's determination when a licensed plumber's report was required of her.

Ms. Arrington stated that while she understood Ms. Brooks' concerns, D.C. Water had followed the District Municipal regulations that apply to all their customers. She reiterated that the Hearing Officer would make the final decision on the case.

Ms. Brooks asked for clarification as to why Ms. Gibson first made a call to her on October 24, 2024, rather than reaching out during her initial attempts to dispute and address the situation, before the bill escalated to over \$7,000. She thanked D.C. Water for providing additional information but reiterated her frustration that the situation was now being discussed in June 2025 when she relinquished possession of the property in December 2024. Ms. Brooks noted that she requested that D.C. Water send someone to inspect the meter and explain the situation. She acknowledged that there was a delay in the submission of a formal plumber's report but mentioned that information obtained informally from someone else was now negating everything she had provided prior to that point.

Ms. Arrington apologized on behalf of the Authority for the inconvenience that this situation may have caused Ms. Brooks. She stated that she was unable to determine what the Hearing Officer's decision would be and what information the decision would be based on. Ms. Arrington testified that D.C. Water requests a plumber's report to be put on file for all disputes involving multifamily, commercial, and residential properties. She clarified that the submission of a plumber's report does not guarantee that an adjustment is warranted.

Ms. Arrington explained that she and Ms. Gibson are members of the D.C. Water escalation team, which investigates customer disputes and uses District Municipal regulations to determine

adjustments. She noted that there are particular reasons for adjustments, but that adjustments are not always given.

Mr. Mushala requested elaboration on the circumstances under which adjustments are granted. Ms. Arrington suggested that he review the actual regulations but outlined that D.C. Water provides adjustments for underground leaks. She clarified that adjustments are not given for any type of internal fixture leaks or for cases in which both the owner and D.C. Water are unable to determine the issue.

Mr. Mushala questioned whether, given there was no conclusive determination regarding the source of the leak, the issue was effectively moot under the regulations. Ms. Arrington reiterated that D.C. Water follows the District Municipal regulations and the ruling of the Hearing Officer, regardless of the outcome.

Mr. Mushala noted that while Ms. Gibson had stated that the leak had stopped under the new owner, there is a delinquent account on the property as of April 2025. Ms. Arrington asked if he had accessed the new owner's account. Mr. Mushala clarified that this was public information that he had found by looking up the deed.

Ms. Arrington testified that D.C. Water would not discuss the balance on the new owner's account and that it would have nothing to do with the Hearing Officer's decision. Mr. Mushala asserted that nothing Ms. Gibson said in respect to the new owner should then be considered. Ms. Arrington stated that the Hearing Officer would make a decision based on the account under discussion, but that she could request additional information.

Ms. Brooks asked when D.C. Water determined that there were stops in usage and ruled out an underground leak, as this information was not provided to her. She testified that she was initially informed by D.C. Water that no investigation into her high water usage would proceed until she provided a plumber's report, and that until then, the only information available was the data coming from the meter.

Ms. Brooks requested clarification on the timeline between her initial dispute, the disputes after the escalation of the bills, and when D.C. Water was able to identify that the leak was not underground based on the usage pattern. Ms. Brooks read aloud the first high water usage notification she received, a voicemail from D.C. Water dated August 7, 2024. The voicemail outlined that D.C. Water had an important message about her water usage from July 30, 2024, through August 1, 2024. She again questioned when D.C. Water negated the possibility of an underground leak.

Ms. Gibson stated that this was also a question she had, but that it was her understanding that the usage appeared to have been continuous from July 2024 through December 2024, and the stops and starts did not become evident in the data until December 17, 2024. She recalled that she did not receive a plumber's report that would justify conducting an underground inspection and closed the dispute in November 2024.

Ms. Arrington testified that when the investigation started, the first stops became present on December 20, 2024. She noted that at the beginning of the actual disputed billing period, there were many consistent stops in usage. Ms. Arrington clarified that one of the reasons she inquired about the presence of squatters was because, in her experience, squatters sometimes occupy properties and use water while staying there. Ms. Brooks reiterated that squatters were not an issue at that time.

Ms. Brooks questioned why D.C. Water did not conduct an underground investigation if, according to their own investigation, there were no actual stops in usage until after she relinquished ownership of the building on December 17, 2024. Ms. Arrington stated that, based on her review of the available information, an underground investigation should have been carried out, as only one or two stops were apparent. She noted, however, that D.C. Water was able to determine that there was no underground leak. Ms. Arrington explained that underground leaks do not correct themselves, instead continuing until the pipe is dug up and replaced.

Ms. Brooks stated that if the high water bills were attributed to continuous water usage, she was concerned that the sudden stop once she relinquished ownership indicated that there was some other unexplained issue or discrepancy. She acknowledged Ms. Gibson's conversation in February 2025 with the new owner but noted that the continuous water running from July 2024 through December 17, 2024, caused monthly bills of over \$1,000. She stated that the fact that her report from a licensed plumber was unable to identify or validate the source of continuous usage D.C. Water's records reported suggested to her that something else was going on.

Ms. Brooks noted her confusion as to the cause of the stop on December 20, 2024, that did not occur at any point during the disputed billing periods. Ms. Arrington testified that D.C. Water was also unable to identify the cause of the usage, hence the determination of inconclusive findings under District Municipal Regulation 408.1 on the first bill investigation report.

Ms. Gibson reported that, according to the document titled "Meter Readings – Data Collection Unit (DCU)", the records show periods of high volumes of continuous water usage from July 2, 2024, to July 20, 2024, but also indicated stops in usage. She explained that at that time, she made the determination that D.C. Water needed a plumber's report before proceeding with an underground investigation. Ms. Gibson noted that the interaction records outlined that attempts were made to obtain this report, which was ultimately dated November 26, 2024. She testified that she was able to determine that the usage was no longer continuous by December 20, 2024.

Ms. Gibson explained that her initial reason for not conducting an underground inspection was that the usage pattern in July 2024, while high, showed starts and stops. She testified that D.C. Water requires plumber's reports for multifamily properties prior to conducting investigations due to complications multiple units may cause.

The Hearing Officer questioned whether, even if the overall water bill demonstrates high usage month after month, D.C. Water's position is that the presence of starts and stops in the usage data rules out an underground leak. Ms. Gibson confirmed that it is.

Mr. Mushala asked why D.C. Water allowed months of continuous usage, from July 20, 2024, to December 20, 2024, to pass without attempting an underground inspection, even after a plumber's report was provided. Ms. Gibson replied that this was due to the delay in addressing the second round of disputes. Ms. Arrington noted that an underground inspection probably should have been completed since there were no stops in usage during that investigation. She noted that Ms. Gibson had stated that the usage patterns prior to July 20, 2024, were the reason none was conducted.

Mr. Mushala asked if D.C. Water's position was then that it would not send out technicians to investigate high usage, allowing water to run instead of assisting residents with their expenses. Ms. Arrington replied that it was not.

Mr. Mushala noted that D.C. Water did not issue another notice until December 2024 and no investigation was conducted despite Ms. Brooks alerting D.C. Water. Mr. Mushala stated that there was another stoppage in February 2024, creating a long timeline. He concluded that the new owner and the residents were therefore left without any assistance from D.C. Water. Mr. Mushala clarified that this was the reason he had referenced the delinquent account currently on the property.

Ms. Gibson agreed that she likely should have requested an exception to proceed with the underground inspection despite not receiving a plumber's report. She explained that due to the high, but controlled usage earlier in July 2024 and the lack of response from the customer, she chose to close the dispute. She testified that she would not have been able to schedule an underground inspection without a successful conversation with Ms. Brooks, and her calls went unanswered during that time frame.

Mr. Mushala replied that D.C. Water had multiple avenues available to contact Ms. Brooks, such as email or physical mail, since they already had her contact information on file for billing purposes. He also stated that D.C. Water also could have sent someone to the property to verify whether there was an underground leak without establishing contact.

Ms. Arrington replied that D.C. Water is unable to conduct underground inspections without scheduled appointments. She explained that activities like showering or using the bathroom can produce data that might resemble an underground leak when none exists. Ms. Arrington acknowledged that there are several avenues available to contact customers but pointed out that Ms. Gibson reported she tried to reach Ms. Brooks through multiple avenues.

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 two-unit multifamily rental property that the customer relinquished ownership of on December 17, 2024. Each unit has two bathrooms and a kitchen sink; the upstairs unit (Unit Two) had one tenant, and the downstairs unit (Unit

- One) was vacant. Squatters occupied the lower unit on three separate, short occasions and were removed by police. (Testimony of Ms. Brooks).
2. The disputed bills are dated September 4, 2024, for the period of July 2, 2024, to September 3, 2024, in the amount of \$2,509.12, dated November 4, 2024, for the period of October 2, 2024, to November 1, 2024, in the amount of \$1,241.89, dated December 3, 2024, for the period of November 2, 2024, to December 1, 2024, in the amount of \$1,179.45, and dated January 24, 2025, for the period of December 3, 2024, to December 17, 2024, in the amount of \$604.30. (Hearing Notice dated June 6, 2025).
 3. Prior to the disputed bills, the average water bill was \$250, with a maximum of \$300. (Testimony of Ms. Brooks).
 4. Ms. Brooks testified that on or around July 4, 2024, she received a boil water advisory. (Testimony of Ms. Brooks).
 5. Ms. Brooks testified that on August 7, 2024, she received a voicemail advising her of increased water usage from July 30, 2024, to August 1, 2024. (Testimony of Ms. Brooks).
 6. D.C. Water asserted that a plumber's report is typically required of multi-unit properties before underground inspections are done. (Testimony of Ms. Gibson).
 7. D.C. Water asserted that a plumber's report was requested on October 24, 2024, via phone and email. (Testimony of Ms. Gibson).
 8. D.C. Water closed the initial bill investigation on November 20, 2024, after not receiving a plumber's report, determining that an adjustment was not warranted under District Municipal Regulation 408.1, in cases in which all checks and test results show inconclusive findings and there are no reasonable explanations for excess consumption, no adjustment is warranted. (Testimony of Ms. Gibson).
 9. D.C. Water asserted that an underground inspection was not conducted for the initial bill investigation because stops were present in the high usage from July 2, 2024, to July 20, 2024, which indicated that the cause of the wasted water was controlled at the property. (Testimony of Ms. Gibson).
 10. D.C. Water asserted that an underground investigation probably should have been conducted because usage was continuous from July 20, 2024, to December 20, 2024. (Testimony of Ms. Arrington).
 11. D.C. Water asserted that it was unable to contact Ms. Brooks and would not have been able to schedule an underground inspection. (Testimony of Ms. Gibson).
 12. Ms. Brooks testified that she hired a licensed plumber to inspect the building on November 26, 2024, two small issues were found and repaired, and high usage continued after the visit. (Testimony of Ms. Brooks).
 13. Ms. Brooks testified that her property management and property inspections for the sale found no issues. (Testimony of Ms. Brooks).
 14. Ms. Brooks testified that Unit One was vacant since August 2023 and no damage was discovered after any of the squatting incidents. (Testimony of Ms. Brooks).
 15. Ms. Brooks testified that the sole squatting incident that occurred during the disputed billing period lasted 3 or 4 days. (Testimony of Ms. Brooks).
 16. D.C. Water asserted that the plumber's report did not specify what areas were inspected or if repairs were conducted. (Testimony of Ms. Gibson).
 17. Ms. Brooks testified that the plumber primarily inspected Unit One, reviewed Unit Two and spoke to the tenant, and reviewed the basement. (Testimony of Ms. Brooks).

18. Ms. Brooks testified that she was unsure if the water was turned off in Unit One. (Testimony of Ms. Brooks).
19. D.C. Water asserted that a call was made to the new owner on February 4, 2025, as confirmed by matching the name on the deed and the new D.C. Water account. (Testimony of Ms. Gibson).
20. D.C. Water asserted that the meter was not pulled for testing and an underground inspection was not conducted during the second investigation because the new owner reported that the high usage was caused by a running toilet. (Testimony of Ms. Gibson).
21. D.C. Water asserted that the new owner discovered a running toilet in Unit Two, turned its water off, and had a handyman repair it on December 23, 2024. (Testimony of Ms. Gibson).
22. D.C. Water asserted that usage began to decrease around December 20, 2024, and resolved by December 23, 2024. (Testimony of Ms. Gibson).
23. 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).
24. Mr. Mushala testified that if there was a running toilet in Unit Two, the plumber would not have identified it as he was inspecting Unit One. (Testimony of Mr. Mushala).
25. D.C. Water asserted that HUNA alerts were sent to the customer. (Testimony of Ms. Gibson).
26. D.C. Water asserted that the new owner was contacted because the high water usage persisted after the property sale. (Testimony of Ms. Gibson).
27. D.C. Water asserted that no plumber's report was requested of the new owner as a handyman conducted the work and the date aligned with the decrease in usage. (Testimony of Ms. Gibson).
28. D.C. Water asserted that no further information regarding the new owner would be provided to the customer for confidentiality reasons. (Testimony of Ms. Arrington).
29. D.C. Water asserted that unsuccessful attempts to contact Ms. Brooks were made on February 4, 2025, and February 7, 2025; a voicemail was left. (Testimony of Ms. Gibson).
30. D.C. Water asserted that once Ms. Brooks failed to respond by February 10, 2025, the investigation was closed under DCMR 406.2. (Testimony of Ms. Gibson).
31. Ms. Brooks testified that she was not aware of any calls made to her in February 2025. (Testimony of Ms. Brooks).
32. Ms. Brooks testified that D.C. Water told her no investigation would take place until a plumber's report was submitted. (Testimony of Ms. Brooks).
33. Ms. Brooks testified that she called D.C. Water multiple times to request assistance and a meter inspection. (Testimony of Ms. Brooks).
34. Mr. Mushala testified that the lack of resolution with the disputed bills caused issues during the sale of the property. (Testimony of Mr. Mushala).
35. Mr. Mushala testified that the second inspection was delayed until after the property transferred ownership on December 17, 2024, despite the submission of a plumber's report. (Testimony of Mr. Mushala).

CONCLUSIONS OF LAW

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

See 21 DCMR 403.

3. Under D.C. Municipal regulations, repair of leaking faucets and household appliances are the responsibility of the owner or occupant. Where an investigation discloses leaking faucets, leaking fixtures or similar leaks, no adjustment will be made for any portion of excessive use attributable to those leaks. 21 DCMR 406.1, 406.2.
4. D.C. Municipal Regulations bar adjustment of customer's bill when all checks and tests provide no reasonable explanation for excessive water consumption. 21 DCMR 408 (stating that "In cases in which all checks and tests result in inconclusive findings that provide no reasonable explanation for excessive consumption, no adjustment shall be made to the bill for any portion of the excessive consumption, except as may be approved by the General Manager, based upon a demonstration by the owner or occupant that such an adjustment will further a significant public interest.")

DECISION

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

This case presents unusual circumstances involving a persistent water leak that went undetected during multiple professional inspections, only to be discovered and repaired after the property changed ownership. While the customer's diligent efforts to identify and address the cause of her high water bills are commendable, as explained, applicable regulations nevertheless bar an adjustment.

Starting in September 2024, the customer's water bills escalated dramatically from a typical range of \$250-300 to over \$1,000 per month. The increase prompted the property owner to

investigate, enlisting her management team, contacting D.C. Water and hiring a plumber. The plumber's report dated November 26, 2024, from Freeline Plumbing Services found and repaired two minor issues—a slightly running tub spout and a drip on a three-fourths 90 fitting in the basement. Despite identifying and repairing these minor issues, the high water consumption continued, indicating that the actual source of the excessive usage remained undetected.

Meanwhile, D.C. Water commenced its own investigation. . When D.C. Water requested a plumber's report on October 24, 2024, and did not receive it in a timely manner, the utility initially closed the investigation on November 20, 2024, under District Municipal Regulation 408.1, which bars adjustment when "all checks and tests result in inconclusive findings that provide no reasonable explanation for excessive consumption."

However, after the property was sold on December 17, 2024, D.C. Water contacted the new owner because high usage persisted beyond the ownership transfer. The new owner reported discovering a running toilet in Unit Two, which was turned off and repaired by December 23, 2024. Usage data confirms that consumption decreased around December 20, 2024, and normalized after the repair.

Based on this new information, D.C. Water revised its determination in a Bill Investigation Report dated February 10, 2025, changing the basis for denial from inconclusive findings under 21 DCMR 408.1 to a denial 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."

D.C. Water's handling of this matter raises some procedural concerns, although they do not change the outcome. Specifically, D.C. Water's decision to change its rationale for denying the adjustment based on ex parte communications with the new owner, without providing adequate notice to Ms. Brooks is problematic.. Ms. Gibson testified that she attempted to contact Ms. Brooks on February 4 and 7, 2025, but was unable to reach her. However, D.C. Water proceeded to close the investigation on February 10, 2025, under the revised regulatory basis without ensuring the customer had adequate opportunity to respond.

Nevertheless, even if these procedural irregularities had not occurred, the result is the same. Even if I were to exclude evidence of the leak found by the new owner, the customer is left with no explanation for the high bills. The customer suggested that D.C. Water should have checked for an underground leak but at the time of D.C. Water's investigation, usage had returned to normal. This ruled out an underground leak as the culprit since underground leaks do not fix themselves. Absent any other explanation for the excess use, 21 DCMR 408 bars adjustment based on inconclusive findings.

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



Carolyn Elefant, Hearing Officer

Date: July 31, 2025

Amani Brooks
Prime Title Group
9701 Apollo Drive
Largo, Maryland 20774
c/o amanibrooks1023@yahoo.com

BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

IN RE: Ray Marshall (CIT – Mr. Management)
847 48th Street, NE
Washington, DC 20010

Account No: [REDACTED]
Case Number: 24-157670

Amount In Dispute: \$5,659.71
Period: 10/25/2023 – 11/24/2023

Before Janet W. Blassingame, Hearing Officer
May 15, 2025 at 1:00 p.m.

ORDER OF DISMISSAL

The customer contested a water and sewer bill for the period October 25, 2023 to November 24, 2023. The DC Water and Sewer Authority (DC Water) investigated and determined that the charges were valid and no basis existed to adjust the account. The customer requested an administrative hearing.

This matter was scheduled for a remote hearing on May 15, 2025. Present for the hearing were: Stephanie Robinson and Kimberly Arrington on behalf of DC Water. Ray Marshall failed to sign-in for the hearing after being afforded the 30-minute grace period.

At the behest of the Hearing Officer, Stephanie Robinson telephoned Ray Marshall. Mr. Marshall answered the phone call and informed Ms. Robinson that he was no longer affiliated with the property. Mr. Marshall identified the property owner and gave a mailing address for the property owner as:

847 48th St. LLC
1535 Red Rock Ct.
Vienna, VA 22182

Mr. Marshall, further, instructed Ms. Robinson to telephone Khalid Alizzi as the property contact person. Ms. Robinson telephoned the phone number provided by Mr. Marshall for Mr. Alizzi- 571-969-xxxx, and the message on the telephone was that the mailbox was full. As such, Ms. Robinson was unable to leave a message or otherwise contact Mr. Alizzi for the hearing.

Ms. Robinson made an oral motion for dismissal of the administration hearing based upon District of Columbia Municipal Regulation Title 21-Section 415.3 – “The failure to appear at the scheduled hearing or to request, in advance, that the scheduled hearing be proposed may result in a default judgment.”

Based upon the failure of a representative on behalf of the property to appear for hearing or to otherwise request a postponement of the scheduled hearing, the request of DC Water for dismissal of this matter is hereby GRANTED based upon a failure to prosecute.


Jaret W. Blassingame, Hearing Officer

Date: July 9, 2025

Copy to:

847 48th St. LLC
1535 Red Rock Ct
Vienna, VA 22182

BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

IN RE: Johnson Kunlipe
15401 McKendree Rd
Brandywine, MD 20613

Service Address:
3126 E Street. SE

Account Number: 199483
Case Number: 24-264347

Amount in Dispute: \$1,610.21

Period in Dispute: 11/27/2023 – 12/20/2023

Before Janet W. Blassingame, Hearing Officer
May 15, 2025 at 3:00 p.m.

The customer contested a water and sewer bill for the period November 22, 2023 to December 20, 2023. The DC Water and Sewer Authority (DC Water) investigated and determined that the charges were valid and no basis existed to adjust the account. The customer requested an administrative hearing.

This matter was scheduled for a remote hearing on May 15, 2025. Present for the hearing were: Johnson Kunlipe, the property owner, and, Stephanie Robinson on behalf of DC Water.

The property involved is a four-unit apartment building. Each unit has a kitchen, 2 ½ bathrooms, a washing machine, and a dishwasher. The building was fully occupied during the period in dispute and is monitored by one water meter.

Mr. Kunlipe stated that he had been looking for the problem causing increased water usage for a few months and he called DC Water in January 2024. Mr. Kunlipe stated that he was not sure if his call to DC Water was about the property at issue; he stated that he has other properties, as well. He stated that he did dye tests on the toilets and found no problems and he went into the crawl space.

Mr. Kunlipe stated that the plumber found a crack in the water supply line under the building. Mr. Kunlipe stated that he thinks that the plumber had to dig to access the water line because he believes that the pipe was underground.

Ms. Robinson stated that DC Water responded to the customer on February 21, 2024 in reply to his January 10, 2024 email. She asserted that there was no indication of faulty computation of the bill. She, further, asserted that the customer did not receive any high-water usage alerts because the customer's threshold for alerts is 6x normal usage. Mr. Kunlipe interjected that he only received a letter dated July 23, 2024. Ms. Robinson apologized for the delay in the customer receiving the investigation letter.

Ms. Robinson testified that the only bill that was timely disputed was the bill dated

December 10, 2023.

Ms. Robinson stated that DC Water did not perform an underground leak inspection because the repair had been performed before the customer contacted DC Water. She stated that the high-water usage stopped at the property on December 3, 2023. She also stated that DC Water completed its investigation of the bill dispute on December 23, 2024.

Ms. Robinson asserted that this is not an underground leak situation because the leak was in the crawl space of the building.

Ms. Robinson stated that DC Water tested the water meter and the meter was determined to have 101.48% accuracy.

Ms. Robinson contended that more was needed from the plumber on the plumber's report. She pointed out that the plumber failed to give an itemized description of what was done to repair the leak. She asserted that from the plumber's report, there was no indication that the leak was underground and as such, DC Water concluded that Title 21-Section 406.2 relating to internal leaks applied in this matter.

Ms. Robinson pointed out that pursuant to Title 21- Section 407.2 relating to a leak in the underground, DC Water must complete an investigation to determine if the leak was on public or private property and because of the lateness in the customer contacting the utility to dispute the bill such an investigation was not performed because the repair was already done.

Ms. Arrington asserted that the customer did not contact DC Water to dispute bills for August thru November 2023 and by the time he did contact the utility, a dispute of those bills would have been untimely.

It is noted that contained in the customer's file is a plumber's report dated December 3, 2023 by Glenfield Harding Plumbing Heating & Home Improvement describing the scope of work for 3126 E Street SE, DC 20019 as "Did an inspection of plumbing system for entire building on 12/3/2023. Found and repaired cracked water supply line in the crawl space."

Post-hearing, Mr. Kunlipe emailed DC Water on May 21, 2025 stating "I haven't had any luck with getting the plumber to provide additional information as discussed. I withdraw my request further consideration."

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

FINDINGS OF FACT

1. The property involved is a 4-unit apartment building owned by Johnson Kunlipe. (Testimony of Johnson Kunlipe)
2. The period in dispute is November 22, 2023 to December 20, 2023. (The record in this matter)
3. Increased water usage occurred at the property for months before the customer contacted DC Water in January 2024 and when the customer contacted the utility regarding his bill, the repair of the leak had already been performed. (Testimony of Johnson Kunlipe; Plumber's report dated 12/03/2023; testimony of Stephanie Robinson)

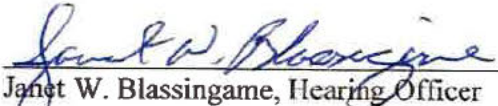
4. A crack was found in the water supply line in the crawl space of the building, the crack was repaired on 12/03/2023 and the increased water usage declined at the building on 12/03/2023. (Testimony of Stephanie Robinson and Johnson Kunlipe; Plumber's report dated 12/03/2023)
5. The plumber's report failed to provide sufficient information for a determination of what the plumber had to do to repair a leak in the water supply line in the crawl space of the building. (Testimony of Stephanie Robinson; Plumber's report dated 12/03/2023)
6. Post-hearing the property owner attempted to contact the plumber to provide additional information regarding the repair job and was unsuccessful in doing so. (Email from Johnson Kunlipe dated May 21, 2025).
7. Per his email dated May 21, 2025, Mr., Kunlipe stated that he was withdrawing his request for further consideration. (Email from Johnson Kunlipe dated May 21, 2025)

CONCLUSIONS OF LAW

1. The burden of proof is on the customer to show, by a preponderance of evidence, that the decision of DC Water is incorrect. (21 DCMR 420.7 and 420.8)
2. A petitioner may request a dismissal by filing a written motion with the hearing officer or orally requesting dismissal of the hearing. (See, 21 DCMR 416.1)

DECISION

Although not titled a "motion," the property owner's email dated May 21, 2025 is accepted as a motion in that it makes a request to the Hearing Officer. As such, based upon the property owner's email of May 21, 2025 indicating that he was withdrawing his request for further consideration, the Hearing Officer finds that this matter is moot and, as such, the Petition for Administrative Hearing is DISMISSED. DC Water's determination that the charges are valid and there is no reason to adjust the customer's account is hereby SUSTAINED.


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

Copy to:

Johnson Kunlipe
15401 McKendree Rd
Brandywine, MD 20613

BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

IN RE: The Razur Condominium
c/o [REDACTED], Apt, [REDACTED]
1717 West Virginia Ave. NE
Brandywine, MD 20002

Account Number: [REDACTED]
Case Number: 24-376113

Service Address:
1717 West Virginia Ave. NE

Amount in Dispute: \$1,403.66

Period in Dispute: 2/27/2024 – 3/25/2024

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

The customer contested a water and sewer bill for the period February 2, 2024 to March 25, 2024. The DC Water and Sewer Authority (DC Water) investigated and determined that the charges were valid and no basis existed to adjust the account. The customer requested an administrative hearing.

This matter was scheduled for a remote hearing on May 19, 2025. Present for the hearing were: [REDACTED], owner of unit # [REDACTED] and President of the Condo Association and [REDACTED], owner of unit # [REDACTED] and Board Member of the Condo Association on behalf of The Razur Condominium; and, Arlene Andrews and Kimberly Arrington on behalf of DC Water.

The property involved is a 4-unit building. Each unit has a kitchen, 1 ½ bathrooms, a washing machine, and a dishwasher. There is an outside faucet on the building. The building is monitored by one water meter.

Ms. [REDACTED] testified that she did not notice anything amiss before receiving the water and sewer bill. She stated that she was surprised by the bill amount and she believes that the charge is not reflective of real water usage that occurred at the property. She stated that a plumber did not find anything wrong. She added that the account had been on auto-pay but now a limit has been put on the payment amount.

Ms. [REDACTED] stated that [REDACTED] is the treasurer of the Condo Association and she alerted the owners in April of the bill amount. She stated that there was an increase in water usage in January but their dispute of the January and February bills was untimely.

Ms. [REDACTED] asserted that there was a delay in hiring a plumber due to the logistics of coordinating with owners.

Ms. [REDACTED] stated that water work was being performed in the front of their building, however, she was not sure of the nature of the work but believed it involved the pipe system.

Ms. [REDACTED] stated that they held a condo meeting and none of the owners saw running water or had changes in their water usage.

Ms. [REDACTED] stated that the bill became a condo issue because the building is monitored by a single water meter. She asserted that nothing was repaired and that they hired a plumber because they were instructed to do so by DC Water. She stated that prior water usage at the building was consistent and she did not think that an owner would withhold information. She asserted that the owners have good communication.

Ms. [REDACTED] pointed out that in year 2022 up to September 2023, the NE Boundary Project was being worked on and sewer system pipes were being re-routed.

On cross-examination, Ms. [REDACTED] stated that all units were occupied. Ms. [REDACTED] interjected that in February and March, three (3) owners traveled quite a bit.

Ms. Andrews asserted that no adjustment was warranted because the customer had been billed based upon actual meter readings. She, further, stated that DC Water tested the water meter and the meter was determined to have 100.60% accuracy which means that it was operating within standards set by the American Water Works Association which states that a water meter is operating appropriately if between 98.5% and 101.5%. She added that DC Water, in its investigation, found no evidence of overread or faulty computation.

Ms. Andrews asserted that the increased water usage was controlled at the premise and she pointed out that there was a spike in water usage from January 13, 2024 to April 15, 2024.

With respect to the plumber's report, Ms. Andrews pointed that the plumber that water usage at the building had already been controlled by the time of the plumber's inspection and, as such, the plumber would not have found any water issue.

Ms. Andrew stated that based upon the utility's investigation, it was concluded that the Title 21, Section 408 was applicable because the findings of the investigation were inconclusive as to the cause of the increased usage.

Ms. Andrews suggested that the customers reduce the selected threshold to receive HUNA notification of high usage occurring at the building and she, also, suggested that the customers turn-on CUNA notification alerts, as well.

Ms. Andrews testified that the NE Boundary Project work ended in October 2023. She stated that lead line replacement is on-going on West Virginia Avenue NE but not at the condominium. Ms. Arrington interjected that the construction was on the public side and any water usage would not register on the private side of a property and not on a customer's water meter because water meters register what comes into a building. She reiterated the value of getting sub-meters within the building. Ms. Arrington asserted that some people may not be candid or honest regarding

water usage or loss of water.

Ms. Andrews re-asserted that whatever was going on in the building to cause the increased water usage, was controlled at the property.

Ms. Arrington informed the customers that the current balance owed on the account is \$3,208.06. She suggested that the condo board consider entering into a payment plan. She added that the utility has not received payment on the account since February 2025.

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

FINDINGS OF FACT

1. The property involved is a four (4) unit condominium. (Testimony of [REDACTED])
2. The period in dispute is February 27, 2024 to March 25, 2024. (The record in this matter)
3. There was a significant spike in water usage registered on the water meter from January 13, 2024 to April 14, 2024. (Testimony of Arlene Andrews)
4. The condominium Board Treasurer brought the usage to attention of the owners in April 2024 and the owners were not aware of anything amiss at the building until the bill was received from DC Water. (Testimony of Ms. [REDACTED])
5. No alerts of high-water usage were received due to the high threshold for alerts on the account and failure to provide DC Water with updated contact information. (Testimony of Kimberly Arrington and the record in this matter)
6. The process of hiring a plumber to inspect the property for leaks and other plumbing issues was delayed due to coordinating logistics with the property owners. (Testimony of Ms. [REDACTED])
7. Michael & Sons inspected the property on June 19, 2024 and found no leaks, (The record in this matter)
8. No owner acknowledged having a water issue in his/her unit. (Testimony of Ms. [REDACTED])
9. DC Water tested the water meter and the meter was determined to have 100.60% accuracy, (Testimony of Ms. Andrews)
10. During DC Water's investigation of the bill dispute, no evidence was found of meter overread or faulty computation of the customer's bill. (Testimony of Ms. Andrews)

CONCLUSIONS OF LAW

1. The burden of proof is on the customer to show, by a preponderance of evidence, that the decision of DC Water is incorrect. (21 DCMR§ 420.7 and §420.8)
2. DC Water is obligated to investigate a challenge to a bill by doing any or all of the following:
 - (a) Verify the computations made in the formulation of the water and sewer charges;
 - (b) Verify the meter reading for possible meter overread or doubtful registration;

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

See, 21 DCMR §403.

3. D.C. Municipal Regulations bar adjustment of a customer's bill when all checks and tests provide no reasonable explanation for excessive water consumption. (See 21 DCMR 408 which states: "In cases in which all checks and tests result in inconclusive findings that provide no reasonable explanation for excessive consumption, no adjustment shall be made to the bill for any portion of the excessive consumption, except as may be approved by the General Manager, based upon a demonstration by the owner or occupant that such an adjustment will further a significant public interest.")
4. The property owner is the ultimate responsible party to pay for water and sewer services at a property and the obligation to pay DC Water's water and sewer charges runs with the property where the water services are rendered. See, Euclid Street, LLC v. D.C. Water and Sewer, 41 A. 3rd 453, D.C. Court of Appeals 2012.

DECISION

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

Due to delays in realizing that increased water usage was registering on the building's water meter and further delay in hiring a plumber to inspect the property for leaks and other plumbing problems, by the time that the owners took action to investigate, the usage had declined. The parties testified that the condominium was on auto-pay and the condominium treasurer did not alert the owners of the increased water usage until April 2024. There was, also, testimony that alerts were not received of the high-water usage because of the high threshold set for alerts on the account and because the account had not been updated with contact information. The testimony and evidence established that the high usage declined in April 2024, the same month that the treasurer brought it to the attention of the owners that the condominium's bill reflected high water occurring the building. Since high usage stopped in April 2024, the hiring of a plumber in June was ineffective to identify the cause of something occurring months prior and having stopped over a month before the plumber's inspection.

On DC Water's part, the utility established that the water meter was functioning appropriately and that there was no evidence of meter overread or faulty computation of the customer's bill. The utility also testified that the charges incurred were based upon actual meter readings.

DC Municipal Regulation Titel 21- Section 408 dictates that when all tests and checks was

inconclusive as to the cause of high usage occurring at a property, DC Water does not adjust a customer's bill for the excessive water usage.

Ultimately, the property owners are responsible for what occurs at the property and they are responsible for payment of the water and sewer charges. The property owners were unaware of water issues in the building and failed to monitor water used or bills charges incurred at the property due, in part to reliance upon auto-pay and due to the lack of sub-meters. No evidence was presented to establish that the disputed charges were wrong. As such, DC Water's determination that the charges are valid and no basis exists for adjustment of the customer's account is hereby AFFIRMED.


Janet W. Blassingame, Hearing Officer

Date: July 9, 2015

Copy to:

The Razur Condominium

c/o [REDACTED]

1717 West Virginia Ave. NE, # [REDACTED]

Washington, DC 20002

BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

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

Account Number: [REDACTED]
Case Number: 25-146753

Amount in Dispute: \$110.05

Period in Dispute: 10/18/2024 – 11/19/2024

Before Janet W. Blassingame, Hearing Officer
May 19, 2025 at 3:00 p.m.

The customer contested a water and sewer bill for the period October 18, 2024 to November 19, 2024. The DC Water and Sewer Authority (DC Water) investigated and determined that the charges were valid and no basis existed to adjust the account. The customer requested an administrative hearing.

This matter was scheduled for a remote hearing on May 19, 2025. Present for the hearing were: [REDACTED] and, Rona Myers and Kimberly Arrington on behalf of DC Water.

The property involved is semi-detached single-family residence having a kitchen, two (2) full bathrooms, a toilet in the basement, a dishwasher, a washing machine, utility sink, radiators, and two (2) outside faucets. Ms. [REDACTED] lives alone and participates in the CAP program. With application of the CAP credit which reduces a qualified customer's water and sewer bill, Ms. [REDACTED] water and sewer bill had ranged from \$44.87 in May 2024 to \$14.66 in March 2024.

Ms. Myers stated that DC Water adjusted the customer's water bill for December 2024 because she was approved for the CAP program on December 10, 2024. She stated that the customer had not been approved for CAP in November 2024 and, as such, she did not receive the CAP credit on the bill in dispute.

Ms. Myers explained that the customer had a credit of \$6.89 on her account going into November 2024.

Ms. [REDACTED] pointed out that her water bill in October 2024 was \$72.00 and her bill increased to \$110.00 in November 2024. Ms. Arrington interjected that the customer was eating up a credit on her account.

Ms. [REDACTED] stated that when she telephoned DC Water regarding her water bill, she was informed that she was scheduled for a meter replacement. Ms. Arrington stated that the customer was not scheduled for a meter replacement but, instead, the MTU at the property was

not transmitting meter reads and the MTU was scheduled for replacement. Ms. Arrington pointed out, however, that the water meter was always registering water usage at the property. Ms. [REDACTED] stated that she believes that the usage estimates for her bills were not reasonable. Ms. [REDACTED] pointed out that her water bill was \$18.00 in January 2025, \$14.00 in February 2025, and \$14.00 in March 2025. Ms. Myers stated that the customer's water bills in year 2025 included the CAP credit and that the December 2024 was reversed by DC Water and reissued to reflect the credit. Ms. Arrington stated that DC Water will further look at the December 2024 bill for any error in calculating the arrearage and Ms. [REDACTED] noted that in an email dated 2/10/2025, she was informed that she had a credit of \$56.87 on her account. Ms. Myers responded that the customer's December 2024 bill was adjusted by \$56.87 but the same was not reflected on the March or April 2025 billings. Ms. Arrington promised to follow-up regarding why the adjustment was not reflected on subsequent bills and she reiterated that she would investigate whether there was an arrearage error on the December 2024 bill. Ms. Arrington stated that she found a \$56.87 credit on the 2/19/2025 bill.

Ms. [REDACTED] asserted that her concern was that she cannot figure out her current charges. Ms. Arrington responded that if Ms. [REDACTED] had been approved for CAP for the disputed bill period, she would have only been charged for .5 CCF of water and \$72.90 would have been taken off the \$110.03 water service charge. Ms. Arrington asserted that DC Water must use the approval date that a customer is qualified for CAP and that the utility will reverse one bill.

Ms. Arrington asked Ms. [REDACTED] whether she was still disputing her December bill having heard the utility's explanation of the charges. Ms. Stevenson responded that she had no basis to continue to dispute the bill at this time.

Ms. Arrington stated that Ms. [REDACTED] water usage was currently averaging between 3.5 – 4 CCF per billing cycle. Ms. Arrington added that the customer is now receiving automated reads and her usage is consistent.

[It is noted that contained in the customer's zip file is the results of DC Water testing the customer's water meter. Based upon a meter test, the water meter was determined to have 96.90% accuracy which is below accepted registry standards. Therefore, the meter did not pass within agency standards of 98.5% to 101.50% as established by the American Water Works Association (AWWA).]

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

FINDINGS OF FACT

1. The property involved is a single-family residence owned and occupied by [REDACTED] > (Testimony of [REDACTED])
2. The period in dispute is October 18, 2024 to November 19, 2024. (The record in this matter)


3. The customer has participated in the Energy Assistance Program (CAP), however, in November 2024, she had yet to be qualified for the program. Participants must qualify each year. (Testimony of the parties)
4. The customer was approved for CAP on December 10, 2024 and DC Water adjusted her December 2024 bill but did not do so for the November 2024 in dispute. (Testimony of Rona Myers and Kimberly Arrington)
5. The customer did not understand why her bill for November and December escalated and therefor, she filed bill disputes. (Testimony of [REDACTED])
6. After hearing testimony from DC Water regarding the CAP program and how her account was handled with respect to the CAP credit, the customer declared that she had no basis to continue the bill dispute. (Testimony of [REDACTED])
7. Ms. Arrington promised the customer that she would in essence audit the customer's account to ensure application of appropriate CAP credits and accurate calculation of arrearage on the account. (Statement of Kimberly Arrington)

CONCLUSIONS OF LAW

1. The burden of proof is on the customer to show, by a preponderance of evidence, that the decision of DC Water is incorrect. (21 DCMR 420.7 and 420.8)
2. A petitioner may request a dismissal by filing a written motion with the hearing officer or orally requesting dismissal of the hearing. (See, 21 DCMR 416.1)

DECISION

Based upon the customer's oral declaration at the end of the hearing that she had no basis to continue to pursue this bill dispute, the Hearing Officer dismisses this matter.


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

Copy to:

3 [REDACTED]
Longfellow Street, NW
Washington, DC 20011

BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

IN RE: [REDACTED]

18 [REDACTED] 1st Street, NW
Washington, DC 20001

Account Number: [REDACTED]
Case Number: 25-95492

Amount in Dispute: \$1,010.10

Period in Dispute: 8/13/2024 – 9/12/2024

Before Janet W. Blassingame, Hearing Officer
May 20, 2025 at 3:00 p.m.

The customer contested a water and sewer bill for the period August 13, 2024 to September 12, 2024. The DC Water and Sewer Authority (DC Water) investigated and determined that the charges were valid and no basis existed to adjust the account. The customer requested an administrative hearing.

This matter was scheduled for a remote hearing on May 20, 2025. Present for the hearing were: [REDACTED] and, Rona Myers and Arlene Andrews on behalf of DC Water.

The property involved is a row house having an English basement apartment occupied by one tenant and the upper three (3) stories of the house occupied by two (2) tenants. The basement unit has a kitchen, one and ½ bathrooms, a dishwasher, and a washing machine. The upper unit has a kitchen, 3 and ½ bathrooms, a dishwasher, and washing machine. The house has two (2) outside faucets. The basement unit was vacant during the period in dispute. The property is monitored by one water meter.

Mr. [REDACTED] testified that he checked the house upon receiving the bill for \$867.88 dated October 11, 2024. He stated that the November 2024 bill was \$232.88.

Mr. [REDACTED] declared that prior to receiving the bills reflecting high water usage, he received no alerts from DC Water. Ms. Myers interjected that DC Water sent seven (7) HUNA alerts- 8/26, 8/29, 9/2, 9/5, 9/9, 9/12, and 9/16, all of which failed receipt. Ms. Myers recited the telephone number on file with DC Water for the purpose of usage alerts and Mr. [REDACTED] informed her that the telephone number on file was no longer in existence. Ms. Myers stated that the customer updated the contact information with the utility, providing a new telephone number for alerts, on November 7, 2024.

Mr. [REDACTED] testified that after looking at the bill, he looked around the property and he figured out that the issue causing the increased water usage was a grass spigot in the back yard that was leaking. Mr. [REDACTED] stated that he submitted a plumber's report dated 10/12/24. He

stated that the plumber replaced the spigot attached to the house wall.

Ms. Myers testified that the bill in dispute is for 53 CCF and is based upon an actual meter read. She stated that DC Water pulled the water meter for the meter was determined to have 100.79% accuracy. She stated that DC Water did not perform an underground leak inspection because the excessive water usage stopped on October 6, 2024.

Ms. Myers testified that there was a significant spike in water usage at the property from August 21, 2024 to October 6, 2024.

Ms. Myers cited DC Municipal Regulation Title 21, Section 406.2 as dictating that the utility does adjust a customer's account for excessive water usage when the cause is a leaking faucet or household fixture.

Mr. [REDACTED] asked whether DC Water ever makes an exception to the regulation and Ms. Myers replied that there are no exception, however a customer does have the option of a payment plan. She pointed out that there has been no payment on the account since November 2024. Ms. Andrews advised the customer of a pending collections process for an outstanding amount of \$1,600.03. She stated that the customer paid the disputed bill amount on November 8, 2024, but thereafter, no payments have been made regarding subsequent bill charges.

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

FINDINGS OF FACT

1. The property involved is rental property having two (2) living units. (Testimony of [REDACTED])
2. The period in dispute is August 13, 2024 to September 12, 2024. (The record in this matter)
3. There was a significant spike in water usage occurring at the property from August 21, 2024 to October 6, 2024. (Testimony of Rona Myers)
4. Prior to receiving the water bill, the property owner was unaware of any water issues at the property, however, he looked around the property and found a leaking spigot on the back of the house. (Testimony of [REDACTED])
5. The property owner hired M.A. Builders, LLC to inspect and pressure test the plumbing system and the plumber repaired a broken supply line to a spigot at the rear of the home. (Plumber's report by M.A. Builders, LLC dated October 12, 2024)
6. DC Water tested the water meter at the property and the meter was determined to have 100.79% accuracy. (Testimony of Rona Myers)
7. DC Water did not conduct an underground leak inspection because the high usage stopped on October 6, 2024. (Testimony of Rona Myers)
8. DC Water attempted seven (7) HUNA alerts of high-water usage occurring at the property. All of the alerts failed because the contact telephone number on file with the utility was no longer in existence. The customer updated alert contact information with DC Water on November 7, 2024. (Testimony of Rona Myers)

CONCLUSIONS OF LAW

1. The burden of proof is on the customer to show, by a preponderance of evidence, that the decision of DC Water is incorrect. (21 DCMR 420.7 and 420.8)
2. DC Water is obligated to investigate a challenge to a bill by doing any or all of the following:
 - (a) Verify the computations made in the formulation of the water and sewer charges;
 - (b) Verify the meter reading for possible meter overread or doubtful registration;
 - (c) If feasible, check the premises for leaking fixtures, underground invisible leaks, and house-side connection leaks;
 - (d) Check the meter for malfunction;
 - (e) Check the water-cooled air conditioning system, if any, for malfunction; and
 - (f) Make a reasonable investigation of any facts asserted by the owner or occupant which are material to the determination of a correct bill.See, 21 DCMR 403.
3. The repair of leaking faucets, household fixtures, and similar leaks, and the repair of malfunctioning water-cooled air conditioning equipment, are the responsibility of the owner or occupant, (21 DCMR 406)

DECISION

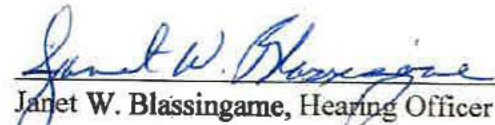
The customer failed to establish prima facie case that the disputed bill was wrong or that he should not be responsible for payment of the charges based upon some other reason.

The testimony and evidence was that a leaking spigot was found by the property owner on the rear of the property. The customer hired a plumber who repaired a broken supply line to spigot. The plumber's report is dated October 12, 2024 but fails to give the date of repair. Testimony was that the excessive water usage stopped October 6, 2024.



DC Municipal Regulation Title 21, Section 406.2 dictates that the property owner or occupant of the property is responsible for repair of leaking faucets and household fixtures. DC Water does not adjust a customer's account when excessive usage is the result of leaking faucets and/or household fixtures. In this case, the preponderance of the evidence supports the conclusion that the excessive usage was caused by the broken supply line to the outside spigot. Moreover, in testimony, the property owner declared that the spigot on the rear of the house was the problem cause.

With respect to the failure of the property owner to receive high water usage alerts from the utility, it was established that the owner had failed to update his contact information for alerts by utility and the utility, in fact, had attempted to alert of the usage on multiple dates during the period in dispute.

Ultimately, the property owner is responsible for what occurs at his property and he is responsible for payment of the water and sewer charges. As such, DC Water's determination that the charges are valid and no basis exists for adjustment of the customer's account is hereby **AFFIRMED**.


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

Copy:


18  1st Street, NW
Washington, DC 20001

BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

IN RE: Carlton Campbell
4305 Midtown Sq. #4038
Camp Springs, MD 20746

Account Number: [REDACTED]

Service Address:
3303 Georgia Avenue, NW
Washington, DC 20010

<u>Period in Dispute</u>	<u>Amount in Dispute</u>	<u>Case Number</u>
7/12/2024 – 9/13/2024	\$3,083.46	25-228345
10/12/2024 – 11/14/2024	\$ 259.66	25-261122
12/13/2024 – 1/14/2025	\$ 272.40	25-295165

Before Janet W. Blassingame, Hearing Officer
May 28, 2025 at 3:00 p.m.

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

This matter was scheduled for a remote hearing on May 28 2025. Present for the hearing were: Carlton Campbell on behalf of Rosena Campbell, his mother, and the property owner; and, Arlene Andrews on behalf of DC Water.

The property involved is a 3-floor multi-use building. The ground floor is occupied by a restaurant having two (2) kitchens, two (2) bathrooms. The second floor is primarily used for storage. The third floor is an apartment having one kitchen, one bathroom, and a dishwasher. The building has one outside faucet which is enclosed and gated. The property is owned by Rosena Campbell who has resided there since year 1982 in the third-floor apartment unit. The water and sewer bill is generally \$258.00 per billing cycle. One water meter monitors the building. Mr. Campbell explained that his mother pays a pro-rated portion of the water bill with the restaurant based upon when she is in residence and uses water

Mr. Campbell stated that the restaurant in the building is a Mexican restaurant which operates Monday to Saturday opening at 10:00 a.m. to closing between 9:00 p.m. and 10:00 p.m. He stated that five (5) people are employed by the restaurant.

With respect to the apartment, Mr. Campbell stated that his mother occupies the apartment and she lives alone but travels to visit relatives regularly. He stated that his mother was on travel from July 29, 2024 to March 2025.

Mr. Campbell testified that when his mother called DC Water, a service representative told her that the high-water usage occurred over a two (2) day period. He stated that the call was made on October 3, 2024. Mr. Campbell stated that the customer service representative of DC Water said that the high usage started at 1:00 a.m. and continued to the wee hours of the morning of the next day.

Mr. Campbell testified that he does a weekly walk-thru inspection of the property and he never saw anything different. He stated that the tenant showed him the high bill

Mr. Campbell stated that a plumber checked the three (3) bathrooms and two (2) kitchens and said that one toilet had a slight leak in the restaurant. He stated that the plumber told him that it was a fill-valve issue. Mr. Campbell identified the plumber as D.J. Plumbing Services and he stated that the bill is dated October 29, 2024.

Ms. Andrews stated that DC Water was not receiving automated meter reads from the property and, as such, the utility was doing field reads of the meter. Ms. Andrews stated that she was not sure how the service representative could identify August 13th – 16th as the spike days since meter reads were not being transmitted. She stated that the MTU at the property was changed on October 22, 2024.

Ms. Andrews asserted that even the slightest leak can reap havoc in turns of usage and she stated that “slight” can be interpreted differently.

Ms. Andrews stated that changing a MTU does nothing to change water usage registered on the water meter.

Ms. Andrews acknowledged that the bill in dispute covered a period of 64 days. She explained that the utility waited in sending out a water bill to the customer in order to confirm implausible usage before billing.

Ms. Andrews asserted that no adjustment of the customer’s account is warranted. She reiterated that the water meter was read by a service technician. She stated that the plumber’s report dated October 29, 2024 was received by DC Water on November 8, 2024.

Ms. Andrews asserted that, based upon the plumber’s report, DC Municipal Regulation Title 21, Section 406 was applicable and, pursuant to the regulation, the property owner is responsible for usage caused by a leaking fixture, such as a toilet. Ms. Andrews stated that the usage was controlled internally at the property and caused by the toilet.

Ms. Andrews stated that DC Water took off late fees applied to the customer’s bill. The first adjustment was \$352.78 and she stated that, today, late fees in the amount of \$208.35 would be adjusted from the account. Ms. Andrews stated that the customer currently owes \$2,992.67.

Ms. Andrews acknowledged that the customer was incorrectly told that the spike was two (2) days. She stated that usage at the property is now consistent.

Ms. Andrews informed Mr. Campbell that the utility has a payment plan incentive program and that after a customer makes three (3) consecutive payments, the utility will off-set 40% of the amount owed.

Mr. Campbell stated that he is dropping his dispute of the November 2024 bill and of the January 2025 bill. He stated that he misunderstood the dispute process.

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

FINDINGS OF FACT

1. The property involved is a multi-use building having a restaurant on the ground floor and an apartment occupied by the property owner on the upper level. (Testimony of Carlton Campbell)
2. DC Water sent a high usage alert by email to the restaurant on September 16, 2024. (DC Water Interaction Record at pg. 25)
3. The property owner telephoned DC Water on October 3, 2024 after receipt of the high-water bill and she was informed by a customer service representative that the spike occurred over a 2-day period from August 13 – 16, 2024. (Testimony of Carlton Campbell; DC Water Interaction)
4. The record in this matter does not support the usage information given to the property owner on October 3, 2024 because the MTU at the property was not transmitting meter read. During the hearing, the representative of DC Water acknowledged that she had no explanation as to why the property owner was told such usage information. Prior to October 22, 2024, the utility was conducted field reads of the water usage registered on the water meter. (The record in this matter; testimony of Arlene Andrews; DC Water Meter Readings- Billed.)
5. High water usage occurred at the property sometime between July 12, 2024 and September 13, 2024, however, when the high usage, specifically, occurred cannot be pinpointed because the MTU at the property was not transmitted meter reads to the utility. (DC Water Meter Readings-Billed; the Record in this matter)
6. The MTU at the property was changed on October 22, 2024. (Testimony of Arlene Andrews)
7. The customer hired a plumber who found one toilet slightly leaking. (Invoice of DJ's Plumbing Services dated October 29, 2024.)
8. The customer is dropping his dispute of the bills for usage incurred October 12, 2024 to November 14, 2024 and December 13, 2024 to January 14, 2025. (Testimony of Carlton Campbell)

CONCLUSIONS OF LAW

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

- decision of DC Water is incorrect. (21 DCMR 420.7 and 420.8)
2. DC Water is obligated to investigate a challenge to a bill by doing any or all of the following:
 - (a) Verify the computations made in the formulation of the water and sewer charges;
 - (b) Verify the meter reading for possible meter overread or doubtful registration;
 - (c) If feasible, check the premises for leaking fixtures, underground invisible leaks, and house-side connection leaks;
 - (d) Check the meter for malfunction;
 - (e) Check the water-cooled air conditioning system, if any, for malfunction; and
 - (f) Make a reasonable investigation of any facts asserted by the owner or occupant which are material to the determination of a correct bill.See, 21 DCMR 403.
 3. The repair of leaking faucets, household fixtures, and similar leaks, and the repair of malfunctioning water-cooled air conditioning equipment, are the responsibility of the owner or occupant, (21 DCMR 406)
 4. Equitable laches comes into play when two prerequisites are met- the defendant must have been prejudiced by the plaintiff's delay and the delay must have been unreasonable. (See, King v. Kitchen Magic, 391 A.2d 1184, 1187-88 (D.C. 1978); Fannie B. Martin v. William Carter, 400 A.2d 326 (D.C. 1979).

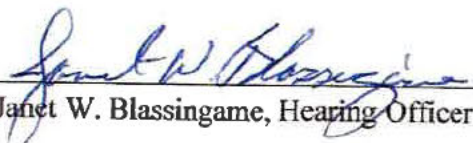
DECISION

The testimony and evidence established that high water usage was occurring at this property during the period in dispute and based upon the plumber's report in the record, a leaking toilet was found and repaired. Pursuant to DC Municipal Regulation Title 21 Section 406, DC Water does not adjust a customer's account for excessive water caused by a leaking household fixture such as a toilet.

This case raises an equity issue, however, of whether the utility caused the customer to delay in mitigating the loss of water by looking for the cause of the excessive water usage and repairing the same. The property owner called DC Water regarding the high-water bill on October 3, 2024 and was told incorrect information that the usage had span only two (2) days; the information given to the customer was found to be untrue and not substantiated by the record because the MTU was not transmitting and the utility did not have the ability to pinpoint specific days that high usage occurred at the property. If this incorrect information caused the property owner to believe that the high usage was over and as such, she did not have to hire a plumber, then, the incorrect information could be viewed as causing a delay in mitigating the water loss and causing receipt of a higher utility bill than if she had gotten correct information and proceeded to investigate the problem, hire the plumber, and repaired the defective toilet found.

Two (2) facts in this matter prevent application of equitable relief for the customer. First, the record is devoid of the date that the toilet was repaired. The customer provided the plumber's invoice dated October 20, 2024 but the invoice does not give the date of repair and the customer did not testify as to the date of repair and, as such, prevents a determination of when the leak was repaired. More importantly, there is record in the Interaction Notes of DC Water (see, pg. 25) that the utility sent a high water usage alert (a HUNA) to the restaurant on September 16, 2024 which was before the actual bill was sent out by the utility. The customer testified that the restaurant owner showed him the high-water bill and that the property owner did not know of any problem at the property until the bill was received. The water bill is addressed to the property owner. Whatever arrangement the property owner may have with her tenant regarding bill payment or opening the water bill is an agreement between owner and tenant. Likewise, if the property owner gave DC Water the restaurant's contact information for purposes of receiving high water usage alerts, such an arrangement is between owner and tenant and is not an error or delay of alert by the utility. The evidence reflects that the alert was sent out by the utility in September well before the misinformation was given to the property owner of when the high usage occurred. As such, the property owner could have mitigated her loss and, possibly, prevented some of the high usage by hiring a plumber upon receipt of the alert from the utility. It is not the utility's fault as to when the tenant informs the property owner of the receipt of an alert and if the tenant failed to inform the owner of an alert but waited until the actual bill was received. Equity does not jump in to give the owner relief from the incurred water usage because the tenant failed to inform the owner of the alert of high-water usage occurring at the property. In this instance, there was no delay by the utility in informing the property owner, thru her tenant, that there was an issue of high-water usage occurring at the building, as such, an equity defense is not available to shield the owner from responsibility to pay the water service charges as billed.

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


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

Copies to:

Carlton Campbell
43-5 Midtown Sq. #4038
Camp Springs, MD 20746

Rosena Campbell
3303 Georgia Avenue, NW
Washington, DC 20010-2512

BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

IN RE: [REDACTED]
c/o [REDACTED]
3 [REDACTED] 10th Street, SE
Washington, DC 20003

Account Number: [REDACTED]

<u>Period</u>	<u>Amount in Dispute</u>	<u>Case Number</u>
8/16/2024 – 9/17/2024	\$112.72	24-734064
12/17/2024 – 1/16/2025	\$104.03	25-245913

Before Janet W. Blassingame, Hearing Officer
July 9, 2025 at 310:00 a.m.

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

This matter was scheduled for a remote hearing on July 9, 2025. Present for the hearing were: [REDACTED], as well as, Rona Myers and Kimberly Arrington on behalf of DC Water.

The property involved is a 3-story townhouse having 3 ½ bathrooms, a washing machine, a dishwasher, one kitchen, a wet bar, and two (2) outside faucets. Two (2) people reside in the home and the water and sewer bill has generally been between \$58.00 and \$71.00 per billing cycle.

As a preliminary matter, Mr. [REDACTED] asserted that he wanted to dispute the bills for September, October, November, and December 2024 and January 2025. Ms. Myers responded that the customer's bill dated November 18, 2024 was reversed by DC Water and re-issued per the bill dated January 17, 2025. Ms. Myers stated that DC Water issued two (2) bills on January 17, 2025. She asserted that the customer did not dispute the re-issued bill in the amount of \$362.51 for the period 10/17/2024 to 12/16/2024 but did dispute the bill for the period 12/17/2024 to 1/16/2024 in the amount of \$104.03. Ms. Myers stated that the charge for the period 10/16/2024 to 11/15/2024 was \$171.82 and the bill was combined and re-issued for a 60-day period extended to 12/16/2024 for the total amount of \$362.51. Mr. [REDACTED] reiterated that he disputed all bills from September 2024 to January 2025 and Ms. Myers double-down that he disputed the October 2024 bill but not the November 2024 bill.

The Hearing Officer reserved decision regarding what bills were or were not disputed.

Mr. [REDACTED] testified that his street was dug up for the purpose of water main replacement. He stated that his water bill was in the range of \$150 to \$210, then \$175 until January 2025, then, the bill dropped to \$75. He stated that the bill jumped to \$200 when work was being performed in the street.

Mr. [REDACTED] stated that DC Water started sending alerts after the street work started. He stated that the water main was dug up September 10, 2024 to September 13, 2024.

Mr. [REDACTED] testified that he heard the project inspector, Kevin Richmon, yelling that there was a problem and he observed three (3) men running from the hole dug in the street because they had hit something. Mr. [REDACTED] testified that Mr. Richmon said that something had happened. Mr. [REDACTED] testified that the alerts from DC Water started two (2) days after he observed the incident in the street regarding the water main work. He stated that the alerts started on September 16, 2024.

Mr. [REDACTED] stated that he called DC Water in September following the work incident and his receipt of alerts from the utility, but he was told by a DC Water Service Representative that nothing could be done until his next water bill came out and was received by him.

Mr. [REDACTED] stated that DC Water sent a service technician out on September 24, 2024 to check the water meter. He stated that the water meter has been changed two (2) times in recent months- November 2, 2024 and January 3, 2025.

Mr. [REDACTED] asserted that his water bill returned to normal in May 2025 when work was being done at a neighbor's property. He stated that his May 2025 bill was for \$177.52 and his bill dated June 16, 2025 was for \$232.23.

Mr. [REDACTED] stated, when he called DC Water in September 2024, a DC Water service representative told him that no work was being done on his street. Mr. [REDACTED] stated that he happened to be working at home in September when he called the utility. He stated that Mr. Richmond gave his name, telephone number and the contract number as 15D-180040.

Mr. [REDACTED] stated that the first service technician sent to his house performed an underground inspection and said the problem was internal. Mr. [REDACTED] said the service technician walked thru his house on September 24th. In response to what he was told by the DC Water service technician, Mr. [REDACTED] stated that he ordered a home inspection. He stated that the home inspection was performed by US Inspect on September 24, 2024, the same day as the DC Water technician had been to the property. He testified that the inspection technician, Bob Egan, did dye tests on the toilet and scanned the whole house and found nothing wrong.

Mr. [REDACTED] questioned why he has had two (2) meter changes; he asserted that he has had three (3) water meter within 12 months. He pointed out that his water bill showed one meter change but he asserted that sometimes the bill reflects multiple changes. He pointed out his October 16, 2024 bill as an example of a bill reflecting multiple meter changes.

Mr. [REDACTED] testified that his water usage has not changed and the only change was the water main change.

Mr. [REDACTED] reiterated that he had a home inspector who performed dye tests and surveyed the house for water leaks. Mr. [REDACTED] asserted that he did everything he could to address any water issue in real time. He stated that he believes that water usage at the house is less today due to one occupant of the home having to be away to care for an elderly parent. He stated that one of the occupants is away from the home 3-days per week as of September 2024.

Mr. [REDACTED] asserted that he has been damaged since September 2024 when the water main was changed.

Ms. Myers stated that the customer's water bill for October 2024 reflects multiple rate changes. She explained that the fiscal year ends on September 30th each year and new rates begin as of October 1st. She also explained that if a customer uses more than 4 CCF of water in a billing cycle, two different rates for water usage apply for the billing period. She pointed out that the customer's November 18, 2024 bill reflects usage above 4 CCF and that two (2) lines of water charges was reflected on the bill.

Ms. Myers stated that the disputed bill in March 2024 was based upon an actual meter read.

Ms. Myers testified that DC Water pulled the customer's water meter for testing on November 7, 2024 and the meter was determined to have 101.2% accuracy and that the water meter was pulled again on January 3, 2025 but the meter was not tested. Ms. Myers stated that the second meter pull was inadvertent and that she issued a service order for a meter test not realizing that the meter test had already been performed 2-months earlier. Ms. Arrington interjected that the meter was placed on another account. Ms. Myers asserted that the daily water usage on the second water meter was in-line with daily consumption on the tested water meter and that for three (3) billing periods, the customer's usage was 3.92 CCF.

Ms. Myers stated that DC Water reversed the customer's November 2024 bill and cancelled the customer's bill dispute.

The Hearing Officer pointed out to Ms. Myers that the Meter Readings-Billed documents contained in the customer's zip reflect different meter reads for the same read date. The first Meter Readings-Billed document is dated prepared on 10/15/2024 and the second Meter Reading-Billed document is dated prepared on 3/5/2025. The hearing Officer noted that she saw meter read inconsistencies in the documents for the read dated from 3/15/2024 thru 9/17/2024 and that the reads for 10/16/2024 and 11/15/2024 were wrong based upon utility reversal of the bills. The Interaction Record page 10 dated 1/22/2025 noted that the disputed bill dated 11/18/2024 reversed, dispute cancelled and rebilled by the DC Water for the correct consumption on the bill date 1/17/2025.

Mr. [REDACTED] interjected that the Meter Read Billed documents are erroneous. He asserted that he disputed the September 17th bill and returned the Hearing Petition and that he also disputed the bill dated October 23, 2024 and did not return the Hearing Petition. Mr. [REDACTED] stated that the October bill was for 11.3 CCF was billed in the amount of \$242.81. Mr. [REDACTED]

testified that he returned the Hearing Petition each time- 3 times and he, also, did so for January 25th and May 25th.

Ms. Myers stated that Mr. [REDACTED] disputed the January 17, 2025 bill for \$104.00 and did not dispute that reversed and re-issued bill for November 17, 2024. She re-stated that DC Water reversed the original November 17th bill and cancelled the customer's dispute of the bill. Ms. Myers contended that Mr. [REDACTED] did not dispute the revised bill dated January 17th for November 2024 but he did dispute the other bill dated January 17th for \$104.00.

Ms. Myers stated that the customer disputed the bills on-line and that she is unable to go back and look at the customer's on-line dispute submission. She stated that the system creates a case number and the computer populates the bill amount. Both Ms. Myers and Ms. Arrington asserted that neither can say if both bills were reflected for January 17, 2025. Ms. Myers stated that on-line it stated that- "Adjustment Not Received or incorrect" and reflects \$104.00 as the charge. She stated that the customer's revised bill was in the amount of \$362.51 for two (2) bills issued the same day.

Mr. [REDACTED] stated that he received a voice mail from DC Water saying that he falsified a document by changing the date. Ms. Myers responded that she called the customer regarding his dispute for the May and June bills because he crossed out date on the BIR.

Ms. Myers testified that there was not a Service Order specifically for the customer's house regarding the water main replacement project. She stated that the project was taking place on the street from September 11, 2024 to September 15, 2024.

Ms. Myers testified that she spoke with Mr. Richmond who confirmed that work was done on the street and he confirmed the project number. Ms. Myers stated that Mr. Richmond told her that there was no issue during replacement. Ms. Myers stated that Capitol Paving was the contractor performing the work and that Mr. Richmond is a DC Water engineer, not a supervisor.

Mr. [REDACTED] retorted that he heard a lot of commotion and something happened in hole regarding the water main replacement. He stated that he spoke with Mr. Richmond 3 days after the incident occurred but Ms. Myers spoke with him when she was working up the case for hearing over 200 days after the occurrence of the incident.

Mr. [REDACTED] stated that a neighbor asked him whether he is now connected to a neighbor for water usage. Ms. Arrington stated that she does not see a connection to another account. Ms. Arrington stated to Mr. [REDACTED] that he is billed based upon water going thru his water meter.

Mr. [REDACTED] stated that the problem of increased water consumption at his home started two (2) days after the DC Water dug up the street.

Ms. Myers stated that the DC Water Tap Card documents water main line replacement.

Ms. Myers testified that an underground inspection was completed at the property on September 24, 2024 and no leaks were found.

Mr. [REDACTED] asserted that he saw his water meter flying when the water was turned back on. Mr. [REDACTED] added that he does not even own the front yard of the property. He asserted that the property's front yard is public space and he only owns the façade of the house and what is in the house.

Ms. Myers testified that the water meter was tested and determined to have 101.20% accuracy. She asserted that the first water meter was removed in November and the second water meter was removed in January and that meter was not tested. Ms. Myers stated that the service order regarding testing of the second water meter was prepared in error during her preparation for the administrative hearing. Ms. Arrington interjected that she prepared the first service order in November 2024.

Ms. Myers testified that the bill investigation was completed October 21, 2024 and it was concluded based upon 21-408.1 of the DC Municipal Regulations that no account adjustment was warranted based upon inconclusive findings.

Mr. [REDACTED] asserted that DC Water is responsible for public space and he contended that the utility has failed to investigate the area between the front façade of the house and the manhole. Ms. Arrington responded that when DC Water conducted the underground inspection, its technician looked for leaks in the public space. Ms. Arrington asserted that DC Water did due diligence in the public space. Mr. [REDACTED] stated that he will submit a document showing ownership of the front yard and Ms. Arrington stated that she will send in a new meter sheet.

Post-hearing, Mr. [REDACTED] submitted for consideration a land location drawing bearing a Surveyor's Certificate reflecting Lot 46, Square 945.

Post-hearing, DC Water submitted a Meter Readings-Billed document reflecting meter reads from 10/17/2023 to 7/16/202 and a DDOT Permit Location Information sheet pertaining to 301 10th Street SE. DC Water asserted with its submission that DC Water follows DDOT Permit Location Information to determine property owner responsibility and for 301 10TH ST SE, property owner responsibility begins at the calculated 25FT point and goes to the property line

Based upon the testimony and evidence adduced during the hearing, as well as, documents submitted post-hearing by the parties, the Hearing Officer makes the following:

FINDINGS OF FACT

1. The property involved is a single family 3-story townhouse occupied by [REDACTED] for the past 13 years. (Testimony of [REDACTED])
2. The periods in dispute are 8/16/2024 – 9/17/2024, 12/17/2024 – 1/16/2025, and 10/16/2024 – 11/15/2024. (The record in this matter)
3. The customer timely disputed the original November 18th bill but the charge was reversed by DC Water and re-issued with new charges for the billing period on a bill dated 1/17/2024 creating a bill covering 60 days and a combined charge of \$362.51. The utility issued a 2nd bill for January 17, 2024 for the period ending January 16, 2025. The customer disputed both charges on the bills dated 1/17/2025 using DC Water on-line dispute system, however, DC Water's computer system only acknowledged the later

period charge incurred for the period 12/17/2024 to 1/16/2025 and not registering the dispute of the re-issued charge for the period 10/16/2024 to 12/16/2024. Testimony of Rona Myers)

4. DC Water's hearing representatives could not access the on-line dispute filing of the customer relating to the bill dispute of the charges issued January 17, 2025 and as such, the Hearing Officer credits the customer's testimony that he did dispute all charges issued by DC Water on January 17, 2025. (Testimony of Rona Myers and Kimberly Arrington; Testimony of [REDACTED]; and, the record in this matter)
5. The customer heard yelling outside of his residence and observed workers running from the hole dug in the street involving a water main replacement being performed by Capitol Paving, a contractor of DC Water for its water main replacement project. The water main replacement work was being performed between September 11, 2024 and September 15, 2024 and the customer heard the yelling and workers running and saying that something was hit down in the hole. (Testimony of the parties)
6. DC Water began sending alerts of high-water usage occurring at the property on September 16, 2024 and alerts of continuous water usage occurring at the property starting September 14, 2024. (DC Water Interaction Record; Testimony of [REDACTED])
7. The customer had interaction with Kevin Richmond, a DC Water employee, who was serving as the water main replacement project inspector and the customer discuss the incident observed by him with Mr. Richmond who acknowledged to the customer that something happened at the work site and Mr. Richmond gave the customer his name, telephone number and the project contract number. (Testimony of [REDACTED])
8. The customer telephoned DC Water regarding the work incident observed and the usage alerts received by him but was told by a DC Water service representative that the utility could not address the issue until his next bill was issued. (Testimony of [REDACTED])
9. DC Water conducted an underground inspection on September 24, 2024 and the technician determined that there were no leaks on the public side and that the problem causing increased water usage was internal. (Testimony of [REDACTED] and Rona Myers)
10. The same day as DC Water conducted the underground inspection, the customer hired US Inspect to conduct a thermal scan inspection of his property. Per the Inspection Report dated September 24, 2024, the inspector found no water running in the home. The inspection did observe a depression in the front center yard between the water meter and front wall of the home where the main water line enters the basement area. The inspector wrote that "due to the amount of water used in just a 10-minute time frame there is an issue with the water line between the home and water meter, or there is a defective meter". The inspector wrote that the likely repair will include accessing the water line to determine where the leak is located." (US Inspect- Home Inspection Report dated 9/24/2024; Testimony of [REDACTED])
11. The DC Water Tap Card reflects that the meter box is before the beginning of the customer's property line and that the property line is parallel to the face of the residence. As such, the meter box is located between the curblin and the property line. (See DC Water Tap Card)

12. The Meter Readings-Billed documents contained in the customer's zip prepared and provided by DC Water for the administrative hearing bear conflicting consumption numbers for the same meter read dates. The conflicting meter readings are from 3/15/2024 to 9/17/2024. (See, Meter Readings- Billed date prepared 3/5/2025; Meter Readings -Billed dated prepared 10/16/2024)
13. Post-hearing, DC Water submitted a 3rd Meter Readings-Billed document prepared 7/29/2025 which reflects meter reads corresponding to reads reported on the Meter Reading-Billed document dated 10/16/2024 for the water usage read from 3/15/2024 to 9/17/2024 when the consumption report stops on the document prepared on 10/16/2024, however going forward starting the meter read dated 10/16/2024, the meter reads reflected on the document prepared 7/29/2025 fail to correspond with the read reflected on the document prepared on 3/5/2025. (See, Meter Readings-Billed dated 7/29/2025, 10/16/2024, and 3/5/2025)
14. DC Water pulled the water meter from the property on 11/7/2024 and determined that the meter had accuracy of 101.2%; DC Water pulled the second water meter for testing on 1/3/2025 but did not test the meter and installed the pulled meter at another property explaining that the meter was pulled in error; DC Water, then, installed a 3rd meter at the property and that meter remains at the property untested. (Testimony of the parties)
15. DC Water investigated the customer's bill disputes and concluded that no adjustment was warranted. (Testimony of Rona Myers)
16. DC Water is responsible for repairs in public space. (Testimony of [REDACTED] and Kimberly Arrington)

CONCLUSIONS OF LAW

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

See, 21 DCMR §403.

3. D.C. Municipal Regulations bar adjustment of a customer's bill when all checks and tests provide no reasonable explanation for excessive water consumption. (See 21 DCMR 408)

which states: "In cases in which all checks and tests result in inconclusive findings that provide no reasonable explanation for excessive consumption, no adjustment shall be made to the bill for any portion of the excessive consumption, except as may be approved by the General Manager, based upon a demonstration by the owner or occupant that such an adjustment will further a significant public interest.")

4. The property owner is the ultimate responsible party to pay for water and sewer services at a property and the obligation to pay DC Water's water and sewer charges runs with the property where the water services are rendered. (See, Euclid Street, LLC v. D.C. Water and Sewer, 41 A. 3rd 453, D.C. Court of Appeals 2012.)
5. If at any time, a meter, data collection device or transmitter fails to register correctly or collect, deliver, or transmit data or otherwise operate or bears evidence of having been tampered with, as determined by qualified personnel of the Authority, the water charge for the interval in which the incident occurred shall be based on the average previous water consumption for that interval. (See, 21 DCMR §308.4)
6. If the investigation indicates a possible 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 space, 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. (See, 21 DCMR §407.2)
7. 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 the owner or occupant, no adjustment shall be made. (See, 21 DCMR § 407.3)
8. In case of excessive water consumption seemingly due to invisible leakage from an underground service pipe on either public or private property between the meter and fixtures, the General Manager is authorized to make adjustment of the water bill; provided that the following conditions and requirements are met:
 - (a) There has been no negligence on the part of the owners in notifying the Authority of unusual conditions indicative of waste of water;
 - (b) Upon ascertaining the existence of an invisible leak, the owner has taken prompt steps to have the leak repaired;
 - (c) The Authority has been notified immediately, and notification was made prior to repairs when the leak is exposed;
 - (d) Repairs have been made by a registered plumber and approved by the Chief, Plumbing Inspection Branch, Department of Consumer and Regulatory Affairs (DCRA) or his or her lawful successor;

- (e) The request for adjustment is made to the Authority within thirty (30) days of the date of rendition of a water bill after the leak has been repaired; and
 - (f) Form SE-138, or other documentation acceptable to the Authority shall be furnished to the Authority. The form or other documentation shall be completed in full, signed by the owner of the premises or the owner's agent, and certified by the plumber making repairs.
- (See, 21 DCMR 309.4)

DECISION

The customer successfully established, by a preponderance of the evidence, that the bills in dispute were more likely than not wrong or that he should not be responsible for their payment based upon other reasons. DC Water was negligent in its duty to investigate whether the water main replacement incident caused a possible underground leak resulting in increased water usage on the customer's bill. Moreover, evidence of meter reads upon which the customer were billed reflected discrepancies and error.

The customer provided credible testimony that he heard yelling and observed men running from an excavation hole in front of his house relating to the replacement of a water main by a DC Water contractor and that he heard the men saying that they hit something in the hole. The customer, further, testified that he engaged in a conversation, on the site, with a DC Water engineer who was charged with inspecting the water main replacement project and the employee told him that something happened at the site. The DC Water employee gave the customer his name, telephone number and the project contract number. The employee, Kevin Richmond, did not testify during the administrative hearing, however, DC Water's representative, Ms. Myers, testified that she spoke with Mr. Richmond during her preparation for the administrative hearing and Mr. Richmond told her that there were no issues at the site. In that the customer's information was confirmed as true regarding the identity of Mr. Richmond, his contact information, his job role at the site, the customer's testimony is credited as accurate and not contradicted. The conversation had between Mr. Richmond and Ms. Myers occurred several months after the occurrence of the described incident, the customer was not privy to the conversation with Ms. Myers and Mr. Richmond did not testify at the hearing to allow for examination, and there was no testimony as to whether Mr. Richmond did anything to refresh his memory of the project. The customer, further, testified that, within two (2) days after the observed incident regarding men running from the excavation hole, he began receiving alerts from DC Water of high-water usage occurring at his property and he telephoned DC Water regarding the alerts and that he was rebuffed by the answering customer service representative and told that he had to wait for receipt of his next water bill from the utility. Next, the testimony established that DC Water conducted an underground inspection on September 24, 2024 and concluded that there was no leak on the public space. The customer contended that DC Water failed to fully investigate the underground leak because it did not inspect the property between the meter and the façade of the house, thus, raising the issue of where public space vs. private space began and ends. The customer asserted that he did not own the front yard of the property and that the utility should have inspected up to the façade of the house. Post-hearing the

customer submitted a property survey but, more importantly DC Water included in its evidence a document entitled DC Water Tap Card and this document clearly shows that the customer's property line begins at the façade of the house. The customer, also, presented evidence of a home inspection obtained by him on the same day as the underground by DC Water and that inspector's report indicated no leaks or moisture inside of the house and that there was an issue with the water line between the home and water meter and the inspector observed a depression in the front center yard between the water meter and front wall of the house. The evidence presented established discrepancies in the meter reads and that utility records for the same read dates differed from one document to another purporting to establish meter reads from the property. Even after a third meter read document was submitted by DC Water post-hearing, the meter reads had discrepancies. With respect to the disputed bills, the customer testified that he disputed bills for September, October, November, and December 2024, however, DC Water only credited his dispute of the September 2024 bill and January 2025 bill. The evidence established that the customer did dispute the October bill and November bill and that the utility reversed the November bill and re-issued two bills on the same day-January 17, 2025. The customer testified that he disputed both bills received and the DC Water hearing representatives stated that they were unable to go into the on-line system to read what the customer disputed and that the system assigned a case number to the January charge of \$104.03 and not to the charge of \$362.51 for 60 days inclusive of the re-issued November 2024 bill. They stated that they cannot say if the system reflected both bills issued on January 17, 2025 or that the customer did not dispute both bills.

In summary, the customer is successful because:

1. DC Water did not fully inspect the property for an underground leak. Normally, the private side begins at the meter and extends toward the house, however, in this case, the evidence supported the customer's contention that he did not own the front yard and that his property line started at the front wall of his house. (See, DC Water Tap Card)
2. That the water main replacement work, due to the incident that occurred, more likely than not, based upon the sequence of events, effected the customer's water usage.
3. The utility's Meter Reads-Billed documents contained discrepancies and did not reflect the same meter reads for each date. (See, Meter Readings- Billed dated 3/5/2025, 10/16/2024, and 7/29/2025)
4. Due to the re-issuance of the November 2024 bill resulting in two (2) bills issued on January 17, 2025, the on-line dispute system more likely than not failed to document that the customer was disputing two (2) bills bearing the same bill date and, as such, the customer's testimony is credited that he disputed both bills issued on January 17th.

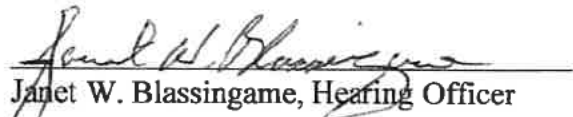
The Hearing Officer has reviewed the customer's water usage, but, it is impossible to determine the exact water usage per billing period since the meter reads on different documents are not consistent. The meter reads, do, however, reflect, regardless of the document, an upward trend in water usage starting in September 2024. The start of the upward trend in water usage is consistent with the customer's testimony that an incident occurred during work on the water

main project in front of his house. The fact that alerts started two (2) days after the incident is sufficient evidence to warrant investigation by DC Water if there is/was a connection between the work incident and the customer's water usage. DC Water failed to thoroughly investigate whether an underground leak existed on the property. The issue was what was public space and what was private space. Generally, public space is on one side of the water meter leading to the street and private space is on the other side of the water meter leading to the house. In this case, however, the evidence established and confirmed the customer's contention that he did not own the front yard of the property and that his property line was congruent with the wall of the front of the house, as such, the property between the water meter extending to the property line is public space.



DC Water has an obligation to determine if an underground leak is on public or private space, if the utility caused the underground leak, and whether the property owner or the utility is responsible for repair. In this case, the utility failed in its duties. (See, 21 DCMR 407.2 and 407.3)

Likewise, DC Water has an obligation to bill its customers accurately and correctly. The regulations require at least quarterly meter readings by the utility. In this case, the documented meter reads are not consistent for each billing date making it impossible to determine the correct reading upon which to bill the customer and rendering the meter reads untrustworthy.

Based upon the foregoing, the Hearing Officer determines that DC Water's investigation was faulty and should be re-done, that the customer is entitled to adjustment of his water charges for bills dated September 2024 thru January 2025, and that the utility shall determine if the customer is entitled to further account adjustment after a new underground inspection is conducted encompassing investigation of an underground leak up to the façade of the house. The adjustment granted to the customer shall be equal the average consumption of water at the same premises for up to three (3) previous comparable periods for which records are available.


Janet W. Blassingame, Hearing Officer
Date: Sept. 5, 2025

Copy to:


3  10th Street, SE
Washington, DC 20003

BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

IN RE: [REDACTED]
11 [REDACTED] Staples St. NE
Washington, DC 20001

Account Number: [REDACTED]
Case Number: 24-692576

Amount in Dispute: \$368.39

Period in Dispute: 1/11/2024 – 2/9/2024

Before Janet W. Blassingame, Hearing Officer
July 18, 2025 at 3:00 p.m.

The customer contested a water and sewer bill for the period January 11, 2024 to February 9, 2024. The DC Water and Sewer Authority (DC Water) investigated and determined that the charges were valid and no basis existed to adjust the account. The customer requested an administrative hearing.

This matter was scheduled for a remote hearing on July 18, 2025. Present for the hearing were: [REDACTED] and, Arlene Andrews and Kimberly Arrington on behalf of DC Water.

The property involved is 3-story row house having a kitchen, 2 ½ bathrooms, a dishwasher, a washing machine, radiators, a hot water heater, and one outside faucet. The customer purchased the house in December 2022 and moved in August 2023 after completion of renovations. The water and sewer bill is \$70.00 per billing cycle based upon enrollment in a budget plan.

Ms. [REDACTED] testified that pipes burst in the ½ bathroom on the 1st floor of the house in January 2024. She stated that the problem occurred on a Monday or Tuesday and she was away on military deployment. She stated that a neighbor sent her notice of the plumbing issue by sending a text to her. She stated that the neighbor text was that he heard running water coming from her house. Ms. Spruill testified that she is a member of the U.S. Army and was deployed in early January 2024.

Ms. [REDACTED] stated that she was able to coordinate repair of the pipe by a plumber on January 25, 2024.

Ms. Andrews asserted that the customer was not entitled to an adjustment because she was billed based upon actual meter reads. Ms. Andrews stated that DC Water received a copy of the plumber's report in March 2024 and report stated that the pipe burst was due to weather. Ms. Andrews cited DC Municipal Code Regulation 21-406.2 which relates to leaking faucets and

fixtures and that the code section dictates that the property owner is responsible for internal leaks caused by household fixtures.

Ms. [REDACTED] interjected that the pipe involved is in the floor and completely enclosed by the ceiling to the entryway. The customer played a video showing water coming thru the ceiling. Ms. [REDACTED] testified that the plumber had to cut out the ceiling in order to repair the pipe. Ms. Spruill, further, showed two (2) pictures. Ms. Andrews observed a white pipe in the picture and asked the nature of the pipe. It was noted that the white pipe shown in the pictures was not a part of the burst pipe. Ms. [REDACTED] responded that the water fell from above the white pipe visible in the picture. Ms. [REDACTED] displayed during the hearing 12 photographs and 2 videos and stated that she would submit copies of the same to the Office of Administrative Hearings.

Ms. Andrews asserted that DC Water will only adjust for a burst underground pipe. She stated that an internal burst pipe is not cause for adjustment of a customer's account. Ms. [REDACTED] responded that when she reads 21-406.2, it appears that adjustment is appropriate when the customer receives no benefit from the water and the repair is promptly made. Ms. Andrews told the customer that her interpretation is wrong.

Ms. Andrews testified that the leak at the property lasted one day- 1/18/2024 to 1/19/2024. She stated that the leak started at 3:00 p.m. on 1/18/2024 and stopped at 8:00 a.m. on 1/19/2024.

Ms. [REDACTED] reiterated that as she reads the regulation, her situation is subject to an adjustment because she gained no benefit from the water lost and the leak was not caused on purpose.

The Hearing Officer notes for the record that the customer did submit through the Officer of Administrative Hearings 8 pictures and 2 videos exhibited by her during the hearing.

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

FINDINGS OF FACT

1. The property involved is a rowhouse owned by [REDACTED], an active-duty member of the U.S. Army. (Testimony of [REDACTED])
2. The period in dispute is 1/18/2024 to 2/19/2024. (The record in this matter)
3. During the period in dispute, the property owner was deployed by the US Army. (Testimony of [REDACTED])
4. Ms. [REDACTED] received a text message from her neighbor that running water was heard coming from her home. (Testimony of [REDACTED])

5. With the assistance of her mother, Ms. [REDACTED] was able to hire a plumber to investigate and repair a pipe that burst due to the weather. (Testimony of [REDACTED] Champion Plumbing and Drains invoice dated February 21, 2024)
6. The defective pipe was in the ceiling of a well-entryway into the home's basement. (Testimony of [REDACTED] 2 videos submitted by Ms. [REDACTED])
7. In order to repair the pipe, the plumber had to cut through the ceiling. (Testimony of [REDACTED])
8. The wasted water occurred over a one-day period starting January 18, 2024 at 3:00 pm and ending January 19, 2024 at 8:00 a.m. (Testimony of Arlene Andrews)

CONCLUSIONS OF LAW

1. The burden of proof is on the customer to show, by a preponderance of evidence, that the decision of DC Water is incorrect. (21 DCMR§ 420.7 and §420.8)
2. DC Water is obligated to investigate a challenge to a bill by doing any or all of the following:
 - (a) Verify the computations made in the formulation of the water and sewer charges;
 - (b) Verify the meter reading for possible meter overread or doubtful registration;
 - (c) If feasible, check the premises for leaking fixtures, underground invisible leaks, and house-side connection leaks;
 - (d) Check the meter for malfunction;
 - (e) Check the water-cooled air conditioning system, if any, for malfunction; and
 - (f) Make a reasonable investigation of any facts asserted by the owner or occupant which are material to the determination of a correct bill.See, 21 DCMR §403.

3. The repair of leaking faucets, household fixtures, and similar leaks, and the repair of malfunctioning water-cooled air conditioning equipment, are the responsibility of the owner or occupant. (See, 21 DCMR § 406.1)
4. If the investigation discloses leaking faucets, leaking fixtures, or similar leaks, no adjustment will be made to the bill for any portion of the excessive consumption attributable to those leaks. (See, 21 DCMR § 406.2)
5. If the investigation indicates a possible 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 space, 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. (See, 21 DCMR §407.2)

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 the owner or occupant, no adjustment shall be made. (See, 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. (See, 21 DCMR § 407.4)
8. 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 the DC Water of unusual conditions indicative of 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).
9. 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 did not enter the wastewater system. (See, 21 DCMR § 407.7)

DECISION

There was no issue that a pipe burst at the customer's residence and due a neighbor, she learned of the problem even though deployed by the US Army. The evidence established that the customer was able to facilitate the repair by a plumber and through exhibiting photographs and videos, she established that the burst pipe was inside of the ceiling of the basement entryway to the home.

During the hearing the DC Water representative cited 21 DCMR § 406.2 as applicable in this matter and she asserted that the customer was not entitled to an account adjustment. The

cited regulation, however, applies to leaking faucets, household fixtures and similar leaks, not a pipe inside of a ceiling. The type of things to which the regulation would apply, for example, are: sinks, toilets, bathtubs, showers, and built-in appliances such as a dishwasher or washing machine, etc. The DC Water representative, further, stated that the utility adjusts for underground leaks but not for an internal burst pipe. There was a discussion as to applicability of 21-406.2, however, especially, the customer, in asserting entitlement to relief under the regulation, seemed to refer to provisions applicable to 21 DCMR § 407, even though the parties were discussing 21 DCMR § 406.

The Hearing Officer determines that the applicable regulation in this matter is 21 DCMR § 407, not 21 DCMR § 406.2. And the issue of whether the customer is entitled to relief for the water loss due to the burst pipe, is whether DC Municipal Code Regulation 21-§407 is limited to relief from underground leaks or if the regulations is broader. The applicable wording of the regulations is "...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..." (See, 21 DCMR 407.2) The regulation refers to not only to underground leaks but leaks not apparent from visual or other inspection. The Hearing Officer interprets the regulation to expand beyond underground leaks and to include a leak hidden from visual inspection, such as a leak in a wall or ceiling.

The leak involved was very short-lived thanks to the action of the customer's neighbor. Nevertheless, 18.95 CCF of water was lost due to the burst pipe, whereas the customer's historical consumption, generally, was below 2 CCF per billing cycle. In a case such as this where the pipe was on private property, 21 DCMR §407.4 gives discretion to adjust the customer's account. Such discretion is not to 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. Certain factors may be taken into consideration in determining whether there should be a reduction in the bill(s). Those factors include the lack of negligence by the owner, promptness in repair, and using a licensed plumber and it appears that the customer meets all criteria for consideration. Unlike, 21 DCMR 407.2 and 407.4, the regulation allowing for adjustment of sewer charge is restrictive and limited to underground leaks. As such, the customer was not entitled to consideration for an adjustment of her sewer charge. (See, 21 DCMR § 407.7)

In summary, the interpretation of 21 DCMR 407.2 was too restrictive and limited and the customer was entitled to consideration for an account adjustment. DC Water's determination that no adjustment was warranted was inappropriate without considering the facts. 21 DCMR § 406.2 was not the correct regulation to apply in this matter.

Accordingly, the customer prevails in her bill dispute and DC Water is directed to adjust her account up to 50% of the excess water usage over the average consumption of water at the customer's residence using up to three (3) previous comparable periods for which records are available.

Copy to:

11 [REDACTED] Staples Street, NE
Washington, DC 20001

Janet W. Blessingame
Janet W. Blessingame, Hearing Officer
Date: *Sept. 5, 2025*

BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

IN RE: [REDACTED]
15 [REDACTED] 8th Street. NW
Washington, DC 20001

Account Number: [REDACTED]
Case Number: 25-228710

Amount in Dispute: \$ 1,928.56

Period in Dispute: 10/5/2024 – 11/6/2024

Before Janet W. Blassingame, Hearing Officer
July 24, 2025 at 1:00 p.m.

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

This matter was scheduled for a remote hearing on July 24, 2025. Present for the hearing were: [REDACTED], the property owner, and, Arlene Andrews on behalf of DC Water.

The property involved is a 3-story townhouse with an English basement. There are 3 ½ bathrooms, 1 ½ kitchens, 2 dishwashers, 2 washing machines, radiators, and 2 outside faucets. Three (3) individuals occupy the upper floors of the house and during the period in dispute, the basement unit was occupied by one person. Mr. [REDACTED] has lived in the home for 45 years and historically, his water and sewer bill has been \$150.00 per billing cycle.

Ms. Andrews stated that the customer disputed his November 2024 bill for \$1,928.56, however, the total amount owed on the customer's account, as of the hearing date, is \$ 8,031.07.

Mr. [REDACTED] testified that he had a plumber inspect the property and the plumber found zero defects. The customer complains of high billings and asserts that the amount of water allegedly consumes is enough to fill a swimming pool. Mr. [REDACTED] asserted that there are no signs of water anywhere.

Mr. [REDACTED] stated that he came to DC Water Headquarters in an attempt to speak with somebody regarding his bill and he was denied access to any representative.

Mr. [REDACTED] stated that he checked the boiler.

Mr. [REDACTED] stated that he has no idea where the water is coming from or going to. He asserts that DC Water is like the "Wizard of Oz", you cannot see anyone to discuss your problem.

Mr. [REDACTED] testified that he used Fry Plumbing 3 times and he, also, had his contractor friend inspect the property.

Ms. Andrews interjected that DC Water issues a water bill to the customer on a monthly basis. Mr. [REDACTED] asserted that he has not received a water bill for 3 or 4 months from the utility.

Ms. Andrews stated that there is no registering water usage at the property during nighttime. She stated that water usage starts at the property at approximately 7:00 a.m. each morning and stops at night. She stated that water usage during the day is continuous. Mr. [REDACTED] stated that he has not noticed any continuous usage at night. Ms. Andrews continued that on June 25, 2024 usage started at 4:00 a.m. and ran until July 1st at 12:00 a.m. She stated that service to the property was disconnected on November 12, 2024.

Mr. [REDACTED] stated that he conducted a test and boiler was not the culprit.

Ms. Andrews testified that service was disconnected on May 20, 2025. She testified that DC Water checked the water meter on June 6, 2025 and found the meter to be running properly. Mr. [REDACTED] asked how could one know that the water meter was operating properly in the past and Ms. Andrews responded that once a water meter is bad the meter remains bad and does not correct.

Ms. Andrews testified that water usage at the property dropped April 17th and she pointed out that a plumber corrected the outside faucet on April 17th.

Ms. Andrews stated that by the time the customer disputed his bill, water usage at the property had started to decline. She asserted that DC Water, in its investigation of the bill dispute, found no evidence of billing error and no underground leak. She asserted that the utility determined that water usage at the property was controlled. She stated that usage at the property is no longer continuous.

Mr. [REDACTED] stated that he did not see the outside faucet leaking.

Ms. Andrews asserted that no adjustment is warranted based upon 21 DCMR § 406.2 relating to leaking faucets. Ms. Andrews informed the customer of the available installment plan. She stated that she believes a program still is available whereby 40% of a customer's arrearage will be wiped out/written off by the utility after the customer pays 3 – 4 installment payments. Mr. [REDACTED] asserted that he does not know why he must pay when he knows that he did not use

the water. Mr. [REDACTED] asserted that he has never used and never saw the water charged to his account and he feels harassed by DC Water.

Ms. Andrews responded that DC Water bills a customer based upon the water that goes thru the customer's water meter. She stated that she cannot say how the customer uses water in his residence and possibly, the water used was wasted.

Mr. [REDACTED] complained that he was billed for 230 thousand gallons of water. Ms. Andrews responded that the customer was billed for 75,002 gallons of water and that was the highest amount billed which equaled 101.16 CCF. Ms. Andrews recommended that the customer talk with the Collections Department to see if money is still available regarding the program that would eliminate 40% of the arrearage if installment payments are made on time. Ms. Andrews provided to the customer the telephone number for the Collections Department of DC Water.

Ms. Andrews testified that the Mr. [REDACTED] was informed on January 15th that bill disputes are not continuous. She stated that the customer filed his 1st bill dispute on November 12, 2024 which corresponded with the day that service was disconnected at the property. Ms. Andrews testified that the utility next heard from Mr. [REDACTED] on November 14, 2024, then, on December 5, 2024, he was told to send in his plumber's report. She stated that DC Water responded to the bill dispute on January 24, 2025. Mr. [REDACTED] complained that he received no response with respect to a letter sent by him to the Chairman of DC Water. Ms. Andrews stated that the referenced letter was regarding a bill dispute in year 2022. She stated that the customer went to OPC (Office of the People's Counsel) for representation and the DC Water responded to OPC regarding the dispute.

The Hearing Officer notes for the record that contained in the DC Water Interaction Notes which is part of the customer's zip file prepared for use in this hearing, notations exist that the utility sent alerts to the customer of continuous water usage (CUNA alerts) on 8/3/2024 and throughout the month of September 2024 and into October 2024 and the utility sent high water usage alerts (HUNA alerts) to the customer on sporadic days in August 2024, September 2024, and October 2024. It is noted that a recent CUNA alert was sent to the customer on June 30, 2025.

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

FINDINGS OF FACT

1. The property involved is a townhouse owned by [REDACTED] (Testimony of [REDACTED])
2. The period in dispute is October 5, 2024 to November 6, 2024. (The Record in this matter)

3. Continuous water usage was occurring at the property daily starting at approximately 7:00 a.m. and running until nighttime. The usage pattern, then, changed to continuous usage from June 25th at 4:00 pm to July 1st at 12:00 am. (Testimony of Arlene Andrews)
4. The customer experienced gradually increasing high water bills with usage cresting in October 2024 at 101.16 CCF and remaining high until April 2025. (The DC Water Meter Readings-Billed document)
5. Continuous water usage at the property stopped on April 17, 2025 and water usage at the property dropped on April 17, 2025. (Testimony of Arlene Andrews)
6. Prior to April 17, 2025, the customer twice hired Fry Plumbing to inspect the property for leaks and plumbing issue and no issues were found issues were initially found, however, on April 17, 2025, the plumber found a leaking frost-free hose bib in the back of the house and the plumber replaced the washer and screw to correct the problem. (Invoice of Fry Plumbing dated April 17, 2025; testimony of Arlene Andrews)
7. Fry Plumbing believed there is a leak on the boiler line in the ground and the plumber left the boiler in the off position, however, the plumber was unable to complete the inspection of the boiler because the customer's water service was disconnected on the day of inspection. (Fry Plumbing invoice dated May 20, 2025)
8. The customer's water service was disconnected by the utility for non-payment on May 20, 2025 and November 12, 2024. (Testimony of Arlene Andrews; DC Water Interaction Notes)
9. DC Water ruled out the existence of an underground leak because water usage declined at the property without necessity of repair of an underground leak. (Testimony of Arlene Andrews)
10. DC Water's investigation of the bill dispute determined that there was no billing error, no underground leak, and the usage was controlled at the premises. (Testimony of Arlene Andrews)

CONCLUSIONS OF LAW

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

See, 21 DCMR §403.

3. The repair of leaking faucets, household fixtures, and similar leaks, and the repair of malfunctioning water-cooled air conditioning equipment, are the responsibility of the owner or occupant. (See, 21 DCMR § 406.1)
4. If the investigation discloses leaking faucets, leaking fixtures, or similar leaks, no adjustment will be made to the bill for any portion of the excessive consumption attributable to those leaks. (See, 21 DCMR § 406.2)

DECISION

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

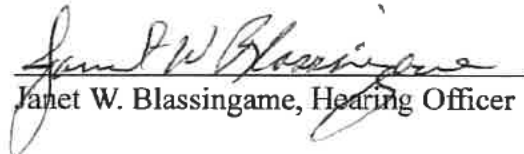
The customer experienced high-water bills for several months both before he filed a bill dispute and after filing a bill dispute. Moreover, he had his property inspected by both plumbers and a friend contractor before any possible defect was suspected by the plumber and before the plumber found a defective outside faucet (hose bib). The plumber suspected a boiler leak but such a leak was not established by evidence or testimony and the customer testified that days before the hearing the boiler was tested and ruled out as the cause of the high-water usage. The customer did not identify who tested the boiler and he did not provide any documentation regarding the boiler. The evidence and testimony, however, did establish that a plumber hired by the customer found a leaking hose bib in the back of the house on April 17, 2025, the plumber repaired the leak, and water usage at the property declined.

DC Municipal Regulation Title 21, Section 406.2 dictates that leaking faucets, household fixtures and similar leaks are the responsibility of the owner and that the utility makes no adjustment to a customer's bill for any portion of excessive consumption attributable to those leaks. (See, 21- § 406.1 and 406.2)


DC Water documented meter reads from the property and was able to show the usage by day and time. The utility also, sent alerts to the customer advising of high usage and continuous water usage occurring at the property. During its investigation of the bill dispute, DC Water found no evidence of bill error, meter defect, or existence of an underground leak.

Since no other defect was detected at the property other than the leaking hose bib and the usage declined after its repair, the preponderance of the evidence is that the leaking hose bib was the culprit causing high usage at the property.

As such, DC Water's determination that no adjustment of the customer's account is warranted is hereby **AFFIRMED**.


Janet W. Blessingame, Hearing Officer

Copy to:

 15th Street, NW
Washington, DC 20001

Date: Sept. 5, 2025

BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

IN RE: Jason Secrest
219 8th Street, NE
Washington, DC 20002

Service Address:
318 North Carolina Ave. SE

Account Number: [REDACTED]
Case Number: 24-733965

Amount in Dispute: \$ 1,003.22

Period in Dispute: 8/14/2024 – 9/16/2024

Before Janet W. Blassingame, Hearing Officer
July 24, 2025 at 3:00 p.m.

The customer contested a water and sewer bill for the period August 14, 2024 to September 16, 2024. The DC Water and Sewer Authority (DC Water) investigated and determined that the charges were valid and no basis existed to adjust the account. The customer requested an administrative hearing.

This matter was scheduled for a remote hearing on July 24, 2025. Present for the hearing were: Jason Secrest, the property owner, and, Stephanie Robinson on behalf of DC Water.

The property involved is a 4-unit apartment building. The building consists of three (3) one-bedroom apartment and a studio apartment. Each unit has a kitchen, bathroom, washing machine, dishwasher, and radiators. The building has two (2) outside faucets. Mr. Secrest has owned the property since July 2014 and the water and sewer billing has, historically, ranged between \$100.00 and \$200.00 per billing cycle.

One apartment in the building was vacant in May-June 2024. Mr. Secrest testified that he does a move-out inspection when tenants vacate an apartment and, in that instance, no plumbing defects were found.

Mr. Secrest testified that he noticed that his bill was going up but he initially thought that the increase was a fluke. He stated that he had a plumber look and the plumber determined that the cause of the increase was probably a leak in the supply line.

Mr. Secrest stated that DC Water had performed work in his neighborhood. He stated that the utility had performed lead pipe replacement in year 2023-2024. He stated that he did not remember when the work stopped but he believes that the work effected the supply line into his building.

Mr. Secrest asserted that the utility told him that there were no lead pipes on the private side of the property, but, then, a private contractor said the pipes were lead.

Mr. Secrest stated that the problem started in the late Spring/early Summer of year 2022 and that the water bills were \$500.00 and up. The customer stated that he contacted DC Water regarding the bills in July 2024.

Ms. Robinson interjected that the customer attempted to dispute several bills but for various reasons, the dispute was not good. She stated that with respect to bills not in dispute the following was the situation:

2/22/2024 – the bill dispute was untimely; no petition filed;
3/14/2024 – the bill dispute was untimely; no petition filed;
4/19/2024- the bill dispute was untimely; no petition filed;
6/17/2024- the bill dispute was untimely; no petition filed;
7/27/2024- the bill dispute was timely; no petition filed;
9/16/2024- the bill was timely dispute;
10/15/2024- the bill dispute was timely; no petition filed;

Ms. Robinson stated that the customer did not receive a bill in May 2024.

Mr. Robinson objected to any consideration of bills which were not timely disputed or for which no petition for hearing was filed.

Mr. Secrest responded that he made the assumption that the disputes would be rolled into one dispute. He asserted that the utility posed multiple roadblocks and that he had to determine if the pipes were lead and not copper. He asserted that the utility, on a scale of 1 to 10, give him 1.5 in feedback regarding the issue of the type of pipe at his property. Ms. Robinson responded that the customer was sent the utility's decision letter by email and the letter provided instructions to file a hearing petition. Mr. Secrest stated that the lead map was not always...Ms. Robinson stated that the customer's bills were estimated in January, April, May, and June, and that the customer was billed based upon field meter reads in February and March. She stated that the MTU at the property was replaced on August 16, 2024 and automated meter reads began thereafter. Ms. Robinson stated that she does not have information regarding the lead pipe issue. Mr. Secrest reiterated that DC Water said that the property did not have lead pipe and, as such, was not eligible for the lead pipe replacement.

Mr. Secrest noted that the letter dated October 18, 2024 informed that lead pipe replacement was approved. He explained that DC Water paid 50% of the bill from Ben's Plumbing.

Mr. Secrest testified that Ben's Plumbing informed him of a leak on the water service. The customer stated that the plumber told him of the leak in late August 2024.

Mr. Secrest testified that DC Water inspected the property for an underground leak on the public side and the service technician said that the leak was on the private side. Mr. Secrest stated that he sent a letter on August 18, 2024.

Mr. Secrest asserted that there are two (2) issues. First, he contends that DC Water disrupted the water line during the lead pipe replacement process. Second, if DC Water had timely repaired the water line leak, he would have been able to mitigate the loss of water. The customer contended that his water usage was going up.

Ms. Robinson stated that she had to verify when work was completed in the public space. Regarding the leak adjustment, she stated the customer gave notice on August 17, 2024 and that DC Water responded on August 20, 2024 that the leak was not DC Water's issue. She asserted that DC Water did not know of a leak on the private side and that the notice did not definitively say where the leak was. She stated DC Water performs underground inspections to rule out leaks on the public side. She stated that Ben's Plumbing found the leak and did the repair two (2) months later.

Mr. Secrest stated that he did a visual inspection looking for leaks in the building and he brought in two (2) contractors to replace the lead pipes.

Reference was made to an email dated October 4, 2024 informing the customer to get a plumber. Mr. Secrest stated that he worked to get the lead pipe replaced and it was done in October 2024 when the leak was confirmed.

Ms. Robinson referenced 21 DCMR § 407 regarding repair by a property owner and she stated that it is looked at the timeliness of the bill dispute. She stated that Mr. Secrest is to submit the plumber's document and the email from the plumber of indicating that a leak was found. Said documents are to be submitted by August 1, 2025 to the DC Water Administrative Hearings Office.

Mr. Secrest asserted that trying to resolve this matter has been a fiasco and that DC Water needs to correct the administrative hurdles.

Post-hearing, the customer submitted a document packet containing correspondence by him to and from Ben's Plumbing regarding the lead pipe replacement work performed at the building and certifying the leak in the water service line. In a letter dated July 30, 2025, the plumbing company wrote the "On October 9, 2024, Ben's Plumbing, LLC completed a lead water service replacement for Jason Secrest at 318 North Carolina Ave SE, Washington, DC 20003. The private side lead service was found to be actively leaking and was replaced with 1" copper. The work was a part of DC Water's Lead Pipe Replacement Assistance Program."

Post-hearing, DC Water sent a email to the customer, with copy to the Hearing Officer, advising of its determination that an adjustment was warranted for the disputed bill dated

9/16/2024 (case number 24-733965) and bill dated 10/15/2024 (case number 25-38050) and that the adjustment would be applied for the 8/14/2024 through 10/15/2024 bill period. Per the email, the utility advised Mr. Secrest that it was removing 50% of the excess water usage and 100% of the excess sewer usage when the service line leak is repaired by the owner DC Water informed that the adjustment resulted in a deduction of \$935.41 in water and sewer charges and that the credit will appear on his next billed invoice.

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

FINDINGS OF FACT

1. The property involved is a 4-unit apartment building owned by Jason Secrest. (Testimony of Jason Secrest)
2. The period in dispute is August 14, 2024 to 9/16/2024. (The record in this matter)
3. There was an issue between the property owner and DC Water as to whether there were lead pipes at the property on the private side and DC Water informed the property owner that the property did not have lead pipes on the private side. (Testimony of Jason Secrest)
4. Lead pipes on the public side of the property were replaced through DC Water, (Testimony of Jason Secrest)
5. The property owner hired a contractor and was informed, in the Fall of 2024, by the contractor that the pipes on the private side were lead. (Testimony of Jason Secrest)
6. The property owner noticed after completion of the lead pipe replacement on the public side that the water and sewer bills for the building were going up; the increase usage started in late Spring/early Summer 2024. (Testimony of Jason Secrest)
7. The property owner contacted DC Water regarding the increased usage in July 2024 and the customer attempted to dispute bills dating back to February 2024 and each month thereafter, however the bill disputes were determined by DC Water as either untimely, or, if timely made, the customer failed to petition for administrative hearing, until the bill dated 9/16/2024. (Testimony of Jason Secrest)
8. The customer's water usage was estimated by DC Water January, April, May, and June 2024. DC Water obtained a field read for February, March, July and August 2024. (Testimony of Stephanie Robinson; DC Water Meter Readings-Billed)
9. DC Water replaced the MTU at the property on August 16, 2024. (Testimony of Stephanie Robinson)
10. DC Water conducted an underground leak inspection on August 12, 2024 and determined that there was no leak on the public side and that the property owner should investigate a leak on the private side. (Testimony of the parties)
11. The property owner inspected the building and found no leaks. (Testimony of Jason Secrest)
12. The customer was informed by Ben's Plumbing that there was a leak on the private side of the water line. (Testimony of Jason Secrest; Letter from Ben's Plumbing dated July 30, 2025)

13. Ben's Plumbing completed a lead water replacement at the property on October 9, 2024 which resulted in stoppage of the leak because of replacement of the water line. (Letter from Ben's Plumbing dated July 30, 2024)
14. The property owner was informed by letter dated October 18, 2024, the lead service replacement paid by him was approved and Ben's Plumbing was paid 50% of the cost of service thru the Lead Service Line Replacement Program. (Testimony of Jason Secrest)
15. DC Water, post-hearing, determined that the customer was entitled to account adjustment for the period 8/14/2024 through 10/15/2024 and the utility would remove 50% of water and 100% of sewer for the period. (DC Water email to Jason Secrest dated August 11, 2025)

CONCLUSIONS OF LAW

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

See, 21 DCMR §403.
3. If at any time, a meter, data collection device or transmitter fails to register correctly or collect, deliver, or transmit data or otherwise operate or bears evidence of having been tampered with, as determined by qualified personnel of the Authority, the water charge for the interval in which the incident occurred shall be based on the average previous water consumption for that interval. (See, 21 DCMR §308.4)
4. Meter shall be read quarterly or at such other time as the General Manager shall determine. (See, 21 DCMR § 308.1)
5. If the investigation indicates a possible 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 space, 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. (See, 21 DCMR §407.2)

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 the owner or occupant, no adjustment shall be made. (See, 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. (See, 21 DCMR § 407.4)
8. In case of excessive water consumption seemingly due to invisible leakage from an underground service pipe on either public or private property between the meter and fixtures, the General Manager is authorized to make adjustment of the water bill; provided that the following conditions and requirements are met:
 - (a) There has been no negligence on the part of the owners in notifying the Authority of unusual conditions indicative of waste of water;
 - (b) Upon ascertaining the existence of an invisible leak, the owner has taken prompt steps to have the leak repaired;
 - (c) The Authority has been notified immediately, and notification was made prior to repairs when the leak is exposed;
 - (d) Repairs have been made by a registered plumber and approved by the Chief, Plumbing Inspection Branch, Department of Consumer and Regulatory Affairs (DCRA) or his or her lawful successor;
 - (e) The request for adjustment is made to the Authority within thirty (30) days of the date of rendition of a water bill after the leak has been repaired; and
 - (f) Form SE-138, or other documentation acceptable to the Authority shall be furnished to the Authority. The form or other documentation shall be completed in full, signed by the owner of the premises or the owner's agent, and certified by the plumber making repairs.(See, 21 DCMR 309.4)
9. 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 premises for up to three (3) previous comparable periods for which records are available. (See, 21 DCMR § 407.5)
10. 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 did not enter the wastewater system. (See, 21 DCMR § 407.6)
11. When a DC Water customer files a challenge stating the reasons why the bill is believed to be incorrect, those reasons trigger an obligatory investigation by the utility, leading to "findings" and a "written decision" by the utility's Administrator. This may or may not

result in adjustment of the bill. Through this part of the process, however, the customer's written proffer is a sufficient presentation of evidence, satisfying the burden of production that shifts to the utility the burden of investigation and response on the merits. (See, Gatewood v. DC Water and Sewer Authority, 82 A.3rd 41 (2013, before the DC Court of Appeals))

12. The Hearing Officer has the power to request that investigative reports be prepared by DC Water in instances where the reports do not exist. (See, 21 DCMR § 414.4 (e).

DECISION

Post-hearing, DC Water reversed its previous determination that the customer was not entitled to an account adjustment and the utility did adjust the account pursuant to 21 DCMR § 407 for the period 8/14/2024 through 10/15/2024.

During the hearing, the customer contended that the leak on the private side of the water line was caused by the lead pipe replacement work performed on the private side. Based upon the evidence and testimony presented, the customer raised the allegation in his dispute of the bill dated 7/27/2024 and he continued to make the allegation with each contact with the utility up to the hearing date. (See, DC Water Interaction Records dated 8/12/2024, 8/13/2024, 9/10/2024 and 9/11/2024) When DC Water conducted the underground leak inspection at the customer's property, it determined that there was no leak on the service line but there was continuous usage registering on the meter on the private property and the utility issued a compliance notice. Per the Service Order Report dated August 12, 2024, the technician found no leaks at the meter nor from the meter to the cc. The technician determined that the leak was beyond the cc and not DC Water's responsibility. During the hearing, the utility's representative testified that DC Water's technician checked the water line on the public side.

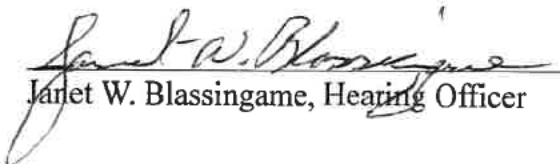
Pursuant to 21 DCMR § 407.2 and 407.3, when the utility is notified of a possible leak in the underground service, it is to investigate the cause and location and if the leak is determined to have been caused by the Authority or is determined to be the result of infrastructure for which the Authority 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. In this case, despite the customer's notification of a possible leak on the water service line, no evidence exists that the utility investigated whether there was a underground leak on the service line caused by the replacement work performed on the public side as contended by the customer. If the investigation had been performed as required as to causation of the leak, either the utility might have been determined responsible for repair or the customer determined responsible for repair. The responsibility for such a determination rested with DC Water and the utility failed to investigate as required. The Hearing Officer, however, lacks the ability to make a causation finding based upon the record presented. DC Water is urged to investigate the customer's causation allegation and make a determination of its findings, thus, giving the customer an

opportunity either to be reimbursed full costs of replacement or a right to seek an administrative hearing based upon the investigation determination.

In addition to not investigating the cause of the leak, DC Water made a mistake in the determination of the existence of lead pipes on the private side of the water line as evidenced by the customer's payment of a private plumber to replace the lead pipe with copper pipe on the private side after the utility had completed lead pipe replacement on the public side of the cc. During the hearing, no evidence or testimony was presented as to whether had this mistake not been made if the customer would not have been responsible for replacement of the lead pipe on the private side of the water line. DC Water post-hearing granted the customer relief pursuant to 21 DCMR § 407 but this regulation does not apply to the Lead Service Replacement Program on-going in the District of Columbia. 21 DCMR § 407 applies to underground leaks and meter leaks, not replacement of lead pipes. As such, DC Water should determine if the cost replacement of lead pipe on the public side of the customer's property is covered in full under the Lead Service Replacement Program and if the customer is entitled to reimbursement of his full payment of replacement of the lead pipe on the service line with copper pipe.

21 DCMR § 308 dictates that if at any time, a meter, data collection device or transmitter fails to register correctly or collect, deliver, or transmit data or otherwise operate or bears evidence of having been tampered with, as determined by qualified personnel of the Authority, the water charge for the interval in which the incident occurred shall be based on the average previous water consumption for that interval. DC Water determined that the customer's attempts to dispute bills prior to the bill dated 8/14,2024 were either untimely made or if timely made, the customer failed to request an administrative hearing. The evidence and testimony established that MTU was not transmitting from the property for an extended period until replaced in August 2024. The Hearing Officer lacks testimony and evidence of the total length of time the MTU failed to transmit, however testimony and evidence during the hearing established that DC Water estimated the customer's water usage for three (3) consecutive months from April, May, and June 2024 before conducting a field read in July 2024. As cited above, the regulation dictates that the customer should be billed based upon average previous water consumption for the interval that the usage was estimated beyond reasonable period. Again, the Hearing Officer lacks sufficient evidence and testimony to determine whether the customer was billed based upon previous usage for the three (3) consecutive months revealed during the hearing. Accordingly, DC Water should conduct an investigation of the billing of the customer to determine whether the billing was correct as dictated by 21 DCMR §308.

Lastly, DC Water post-hearing indicated that it would adjust the customer's account for the period 8/14/2024 through 10/15/2024 and the utility would remove 50% of water and 100% of sewer for the period. The Hearing Officer affirms such adjustment notwithstanding the investigations herein that DC Water is requested to conduct and report accordingly.


Janet W. Blassingame, Hearing Officer

Copy to:

Jason Secrest
219 8th Street NE
Washington, DC 20002

Date: Sept. 5, 2025

BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

IN RE: Aaron Tessler
2475 Virginia Avenue NW, Apt. 610
Washington, DC 20037

Service Address:
2803 N Street, NW

Account Number: [REDACTED]
Case Number: 25-217184

Amount in Dispute: \$ 1,437.16

Period in Dispute: 11/8/2024 – 1/8/2025

Before Janet W. Blassingame, Hearing Officer
July 29, 2025 at 3:00 p.m.

The customer contested a water and sewer bill for the period November 8, 2024 to January 8, 2025. The DC Water and Sewer Authority (DC Water) investigated and determined that the charges were valid and no basis existed to adjust the account. The customer requested an administrative hearing.

This matter was scheduled for a remote hearing on July 29, 2025. Present for the hearing were: Aaron Tessler and Sam Baer on behalf of the property owner, The Georgetown Synagogue Keshar Israel (hereafter referred to as "The Synagogue"), and, Stephanie Robinson and Kimberly Arrington on behalf of DC Water. Mr. Tessler identified himself as 1st Vice President of The Synagogue and Mr. Baer as a member of the Board of Directors of The Synagogue.

The property is a single-family townhouse having two (2) bathrooms, one kitchen, and a washing machine. The Synagogue has owned the property since April 2022 and is located next door to The Synagogue. Three (3) tenants occupy the house and the water and sewer bill averages One Hundred Dollars per billing cycle. Mr. Tessler stated that he volunteers as landlord and property manager of the house,

Mr. Tessler testified that between 3 – 4 a.m. on November 15, 2024, the water meter registered 6521 CCF of water. He stated that when the tenant saw the water and sewer bill, a call was made to DC Water.

Mr. Tessler stated that John C. Flood was hired to inspect the property and the plumber found one toilet with a slightly defective wax ring. Mr. Tessler asserted that the plumber said that the toilet defect could not account for consumption of the magnitude registered in one hour. Mr. Tessler stated that water consumption at the property has been normal since the registration. He stated that no repairs have been performed, no other leaks found and no alerts have been

received. Mr. Baer asserted that one hour blintz in usage was not a plumbing issue. Mr. Tessler pointed out on November 30, 2024; the meter read for the property reflected a negative reading of 127 CCF.

Ms. Robinson stated that the disputed charges were based upon actual meter readings and the utility's investigation found no faulty computation of the bill. She pointed out that the bill was for an extended period of sixty (60) days. She explained that the meter read validation process conducted by DC Water accounted for the extended billing period. She, further, pointed out that pursuant to 21 DCMR § 308.1, DC Water is only required to quarterly read a customer's water meter.

Ms. Robinson asserted that on January 14, 2025, the plumber found a defective ring on the toilet and per the utility's investigation, 21 DCMR § 406.2 relating to defective fixtures applies in this matter and no adjustment is warranted. She stated that, with respect to alerts from the utility of high-water usage occurring at the property, the customer's usage did not meet the notice threshold for alerts. She also stated that the customer did not have consecutive water usage.

Ms. Robinson stated that DC Water did not conduct a meter test because usage at the property returned to normal.

Ms. Arrington interjected that 6521 gallons of water equals 1 CCF of water and that 67.17 CCF in December 2024 was equal to 50,000 gallons of water. Mr. Tessler responded that one toilet is incapable of using the amount of water alleged to have gone thru the water meter. Mr. Baer stated that a toilet has capacity to lose 3 gallons per minute and a shower can lose 180 gallons per hour. Mr. Baer asserted that 271 hours are needed for that toilet to use as much water as charged.

With respect to the negative meter read, Ms. Robinson stated that if a meter rolls backward, water can get stuck in the meter. She stated that she does not know why there is a negative reading. She stated that she assumed that the meter is correct despite the abnormality in the readings. She pointed out that usage at the property has been normal since November 16, 2024 going forward until November 30, 2024 when the negative reading occurred.

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

FINDINGS OF FACT

1. The property involved is a single-family house owned by The Synagogue. (Testimony of Aaron Tessler)
2. The period in dispute is November 8, 2024 to January 8, 2024. (The record in this matter)

3. On November 15, 2024, 65.21 CCF registered on the water meter of the property for one hour between 3 am and 4 am. Water usage returned to normal range after the one hour of high usage and usage has remained normal. (Testimony of Aaron Tessler)
4. John C. Flood inspected that property for leaks and water issues on January 14, 2025 and reported finding a defective wax ring in one toilet causing a minor leak. (Testimony of Aaron Tessler; John C. Flood invoice dated 1/14/2025)
5. The plumber wrote that the defective wax ring detected cannot be linked to the excessive water usage of 6,300 gallons of water over a span of two days. (John C. Flood invoice dated 1/14/2025)
6. No repairs were made to the toilet prior to 1/14/2025 and the plumber did not repair the toilet on the date of inspection. (See, John C. Flood invoice dated 1/14/2025; testimony of Aaron Tessler)
7. On November 30, 2024, the water meter at the property registered a negative meter read of 127 CCF. (The testimony of the parties)
8. The meter reading on 12/6/2024 was 67.17 CCF and the meter reading on 1/8/2025 was 3.06 CCF. (DC Water Meter Readings-Billed)
9. DC Water has no explanation of the negative read on November 30, 2024. (Testimony of Stephanie Robinson)
10. DC Water assumed that the water meter at the property was operating normally despite the abnormality in the meter read that occurred on November 30, 2024. (Testimony of Stephanie Robinson)
11. DC Water, during its investigation of the bill dispute, did not test the water meter at the property based upon the usage returning to normal. (Testimony of Stephanie Robinson)

CONCLUSIONS OF LAW

1. The burden of proof is on the customer to show, by a preponderance of evidence, that the decision of DC Water is incorrect. (21 DCMR§ 420.7 and §420.8)
2. DC Water is obligated to investigate a challenge to a bill by doing any or all of the following:
 - (a) Verify the computations made in the formulation of the water and sewer charges;
 - (b) Verify the meter reading for possible meter overread or doubtful registration;
 - (c) If feasible, check the premises for leaking fixtures, underground invisible leaks, and house-side connection leaks;
 - (d) Check the meter for malfunction;
 - (e) Check the water-cooled air conditioning system, if any, for malfunction; and
 - (f) Make a reasonable investigation of any facts asserted by the owner or occupant which are material to the determination of a correct bill.See, 21 DCMR §403.
3. Although the investigative actions that the agency must take are limited to those that are "necessary" under the circumstances, the regulations place the burden to check for meter

malfunction squarely on the agency when the customer can present a prima facie case sufficient to exclude his own responsibility for the excess use of water. The burden of evidentiary production shifts to DC Water- often if not always, making it necessary for the utility to check for meter malfunction and disprove it. (See, Gatewood v. DC Water and Sewer Authority. 82 A.3d 41(2023) before the DC Court of Appeals)

4. The repair of leaking faucets, household fixtures, and similar leaks, and the repair of malfunctioning water-cooled air conditioning equipment, are the responsibility of the owner or occupant. (See, 21 DCMR § 406.1)
5. If the investigation discloses leaking faucets, leaking fixtures, or similar leaks, no adjustment will be made to the bill for any portion of the excessive consumption attributable to those leaks. (See, 21 DCMR § 406.2)

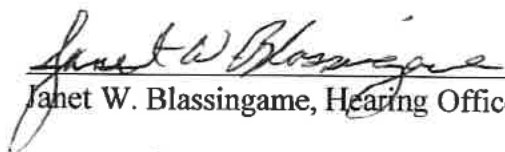
DECISION

The customer established a prima facie case that more likely than not the bill in dispute is wrong or for some other reason, the customer should not be responsible for payment.

The evidence and testimony in support of the customer's case were: (1) the plumber's report in which the plumber stated that the toilet defect found cannot be linked to the excessive water usage of 6,300 gallons over the span of two days, (2) the unexplained negative meter reading on November 30, 2024, and, (3) that no repairs were made prior to the return of normal water usage at the property. The presentation of this testimony and evidence shifted the burden to DC Water to check for meter malfunction and disprove it. The utility failed to test the water meter to prove that it was functioning properly. DC Water through its representative had no explanation as to why the water meter read displayed negative usage on November 30, 2024 having reverted to normal reads after November 15, 2024 when the exceedingly high meter read occurred. The utility had no explanation as to the water usage remaining normal until November 30, 2024 when the negative read was reflected and then usage returning to normal going forward. Once the customer established reasons why the meter could be defective, the burden was on the utility to prove that the water meter was not defective. Testimony during the hearing was that it was assumed that the meter was functioning correctly despite the abnormal negative meter read before since the usage has been normal.

DC Water failed to show that the water meter at the property was functioning within standard and, as such, the customer wins his bill dispute.

DC Water is directed to adjust the customer's 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.


Janet W. Blassingame, Hearing Officer
Date: Sept. 5, 2025

Copy to:

Aaron Tessler
2475 Virginia Avenue NW, Apt. 610
Washington, DC 20037

The Georgetown Synagogue Keshet Israel
Attn: Sam Baer, Board of Directors
2803 N Street, NW
Washington, DC 20007-3340

BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

IN RE: Esequiel Alvarez, III
8002 Clay Dr.
Ft. Washington, MD 20744

Service Address:
604 19th St. NE

Account Number: [REDACTED]
Case Number: 25-11392

Amount in Dispute: \$ 18,796.24

Period in Dispute: 7/10/2024 – 9/10/2024

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

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

Present for the remote hearing were: Esequiel Alvarez, III and Kristen Gibson on behalf of DC Water. Kimberly Arrington, DC Water, was observing only.

The property involved is a duplex row house. Each unit has a bathroom, a kitchen, a washing machine, and a dishwasher. The house has one outside faucet. Mr. Alvarez has owned the property for five (5) years and stated that he rents to elderly Section 8 tenants. Each unit is monitored by a sub-meter and the property owner pays the water and sewer bill.

Mr. Alvarez stated that he was alerted of a broken water main on August 1st at 8:30 a.m. and three (3) days later, on August 7th, he received a CUNA alert. Mr. Alvarez stated that he checked the property for plumbing issues the next day and found no issues. He stated that one of his tenants told him that the alert may have been triggered by people using water. Mr. Alvarez stated that as a precaution, he changed both toilets. The customer submitted a plumber's report by Safeway Plumbing dated August 6, 2024 in which the plumber stated that, on inspection, he did not discover any faulty plumbing issue in any visible areas of both units. The plumber wrote that he tighten and replaced toilet fill valves to mitigate any future issues. The plumber mentioned that he researched the DC Water website and discovered there was a Water Main emergency repair in the local area two days prior.

Mr. Alvarez asserted that he stops by the property every two weeks and he has seen nothing wrong. He stated that he tries to be proactive.

On cross-examination, Mr. Alvarez stated that he did not know if the sub-meters give alerts. He stated that he only does visual inspections. Mr. Alvarez stated that a tenant mentioned use of the outside spigot after receipt of the alerts, so he put a lock on the outside spigot in early September or late August.

Ms. Gibson referred to a memorialized conversation in DC Water Interaction Records on 9/17/2024 which in a phone call to DC Water by Mr. Alvarez, he said that toilets were constantly leaking and would not stop and that the toilets were fixed but the DC service representative told him that there was still constant movement on the meter. Mr. Alvarez responded that the toilets were fixed by the plumber who said that it was done just as a possibility of the toilet leaking. Mr. Alvarez asserted that he cannot see toilets leaks to amount to Eighteen Thousand Dollars (\$18,000.00).

Ms. Gibson testified that the customer did not receive any high water usage alerts until the MTU was changed on August 6, 2024.

Ms. Gibson acknowledged that the customer's water usage was estimated by DC Water from November 8, 2023 to July 8, 2024- seven (7) months of usage estimation. She testified that DC Water billed the customer for 1030.18 CCF water usage on September 17, 2024.

Ms. Gibson asserted that 21 DCMR §406.2 regarding leaking faucets was applicable. She asserted that there was something going on at the property in September 2024 and that after August 6th, there was high usage.

Mr. Alvarez interjected that all fixes were preventative measures and nothing was wrong at the property.

Ms. Gibson stated that meter reads started on August 6, 2024 and that the customer was back-billed for under estimation of water usage.

Ms. Gibson acknowledged that the August 6, 2024 Service Order to replacement of the MTU was not in the customer's file and that there was a Service Order dated September 17, 2024 for replacement of the MTU. Ms. Gibson stated that nothing was reported as to why the MTU was changed again. She stated that the MTU was re-programmed on September 17, 2024.

Ms. Gibson testified that meter read after August 5, 2024 reflect continuous usage. She stated that water usage stopped at the property for a few hours and re-started and stopped on August 19, 2024.

Mr. Alvarez responded that when he telephoned DC Water, he was just speculating as to the cause and was not saying that the toilets were running.

Ms. Gibson stated that the utility had to validate the occurrence of high usage and the validation process delayed billing.

Ms. Gibson confirmed that the customer's current charges are not on hold and she pointed out that October 11th bill was also high.

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

FINDINGS OF FACT

1. The property involved is duplex property owned by Esquiel Alvarez, III for five (5) years. (Testimony of Mr. Alvarez)
2. The period in dispute is 7/10/2024 to 9/10/2024. (The record in this matter)
3. DC Water estimated the customer's water usage at the property from 11/8/2023 to 7/8/2024- a total of seven (7) months. (Testimony of Ms. Gibson)
4. DC Water changed the MTU at the property on August 6, 2024 and thereafter, started receiving automated meter reads from the MTU at the property. (Testimony of Ms. Gibson)
5. On August 7, 2024, the customer started getting high-water usage alerts regarding the property. (Testimony of the parties)
6. Mr. Alvarez thought the high-water usage alerts were connected to a water main break that occurred near the property. (Testimony of Mr. Alvarez)
7. Both the customer and a plumber checked the property for water issues and found none, however, the toilets were changed and the plumber wrote that he tightened and changed toilet fill valves to mitigate future issues. (Testimony of Mr. Alvarez; Safeway Plumbing report dated August 6, 2024)
8. DC Water delayed billing the customer in order to validate the high-usage meter reads and because of the validation process, the customer's bill, based upon actual meter reads, was for an extended period of 2 billing cycles. (Testimony of Ms. Gibson; Bill Summary dated 9/17/2024 for current charges of \$18,796.24)
9. DC Water back-billed the customer in the September 17, 2024 for estimation of water usage during the prior seven (7) months of the utility underestimating water usage at the property. (Testimony of Ms. Gibson)
10. In a phone call to DC Water on 9/17/2024, memorialized in the DC Water Interaction Records, the customer told a customer service representative that there were toilets that were constantly leaking and would not stop. During the conversation, the customer stated that the toilets were fixed but the service representative informed the customer that there was still constant movement on the meter. (Testimony of Ms. Gibson; DC Water Interaction Records dated 9/17/2024)
11. During the hearing, the customer denied that he meant to say, during the phone contact with DC Water on 9/17/2024, that toilets were leaking at the property and he was only

speculating as to what the cause of the high-water usage meant have been. (Testimony of Mr. Alvarez)

CONCLUSIONS OF LAW

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

See, 21 DCMR §403.
3. The repair of leaking faucets, household fixtures, and similar leaks, and the repair of malfunctioning water-cooled air conditioning equipment, are the responsibility of the owner or occupant. (See, 21 DCMR § 406.1)
4. If the investigation discloses leaking faucets, leaking fixtures, or similar leaks, no adjustment will be made to the bill for any portion of the excessive consumption attributable to those leaks. (See, 21 DCMR § 406.2)
5. If at any time, a meter, data collection device or transmitter fails to register correctly or collect, deliver, or transmit data or otherwise operate or bears evidence of having been tampered with, as determined by qualified personnel of the Authority, the water charge for the interval in which the incident occurred shall be based on the average previous water consumption for that interval. (See, 21 DCMR § 308.4)
6. Equitable laches comes into play when two prerequisites are met- the defendant must have been prejudiced by the plaintiff's delay and the delay must have been unreasonable. (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))
7. The property owner is the ultimate responsible party to pay for water and sewer services at a property and the obligation to pay DC Water's water and sewer charges runs with the property where the water services are rendered. (See, Euclid Street, LLC v. D.C. Water and Sewer, 41 A. 3rd 453, D.C. Court of Appeals 2012.)

DECISION

The customer successfully established that he should not be responsible for payment of charges of the bill in dispute and that the account should be adjusted.

21 DCMR § 406 bars adjustment of a customer's bill if excessive water consumption is the result of a leaking faucet, household fixtures, and similar leaks or the malfunctioning water-cooled air conditioning equipment. A toilet is a household fixture. Normally, a customer's bill is not subject to any prospect of adjustment when high consumption and the subsequent high charge is caused by a faulty household fixture, such as in this case running toilets, however, in instances where a customer can establish that he has been caused harm, through no fault of his doing, because the utility delayed in performing a task resulting in harm to him, the customer may be relieved from liability based upon the equitable defense of laches. In this case the customer told a DC Water service representative, during a telephone interaction, that there were leaking toilets at the property. During the hearing the customer retracted his statement and asserted that he was only speculating of a possible cause of the high usage. Whether there were leaking toilets at the property or not, the evidence and testimony established that the customer was not aware of high-water usage occurring at the property until the utility replaced the MTU and the device started transmitting meter reads which, in turn, triggers the automated high usage alert system. The conversation between the customer and the service representative was after the alerts started after August 6, 2024 when the MTU was replaced; the conversation with the service representative occurred on September 17, 2024 after the customer received the bill which he is disputing.

It was established that the property owner was billed based upon estimated usage from November 8, 2023 to July 9, 2024- seven (7) months of estimated water usage, and, he was back-billed for charges based upon actual meter reads after the MTU was replaced. The customer's testimony established that he did not have any knowledge that something was wrong regarding water usage at the property until he started getting alerts from the utility of high-water usage occurring at the property.

21 DCMR 308.1 and 309.1 dictates to DC Water that it must read its water meters quarterly.

DC Water has no specific regulation regarding back-billing or limitation on its ability to back-bill. The authority to back-bill comes through its broad authority to charge and collect for water and sewer service. (See, D.C. Code §34-2202.03(11)). In this case, the utility back billed the customer after estimating water usage following installation of a MTU. The water meter was registering usage over the seven (7) months that the utility estimated the customer's water usage, however, the utility failed to read the water meter and bill the customer based upon actual meter registration. This is an instance, DC Water failed to obtain meter reads from the property. If DC

Water had obtained meter reads from the property as required by regulation, billing the customer on an actual meter read could have allowed the property owner to mitigate his loss of water. Billing the customer for seven (7) months based upon estimates was unreasonable delay.

According to testimony of DC Water's representative at the hearing, the utility was delayed in billing the customer based upon an actual meter read because of its validation process when a read reflects high water usage. According to testimony, the validation process caused a sixty (60) day delay in billing the customer on an actual meter read after the MTU was replaced.

Some water authorities have addressed the issue of back-billing but DC Water has not done so. Some other water authorities have established back-billing practices relating to length of time that they can back-bill or the types of customers subject to back-billing. The water authorities that have passed regulations addressing back-billing have indicated that they have done so to protect the interests of consumers in promptly settling their accounts while at the same time providing a reasonable time for utilities to correct inaccuracies in billing. For example, the NY Water Authority has a statutory limit on back-billing. (See, *Perry Thompson Third Co., v. City of New York, et al.*, 279 A.D.2d 108; 718 N.Y.S.2d 306; 2000 N.Y. App. Div. LEXIS 13984, citing the Governor's Mem Approving L. 1979, ch 233, 1979 Legis Ann, at 147.)

In this case, the property owner was sent and paid water and sewer bills based upon estimates of water usage at the property for seven (7) months. During the period at issue, high water usage occurred but it is impossible to determine when the high usage started since meter reads were not taken. The property owner testified that he had no knowledge that high water usage was occurring at the property until he started receiving alerts from the utility and then, he and a plumber found no water issues at the property. It is not relevant whether there were leaking toilets were repaired after receipt of the alerts or if the toilet repair was precautionary as asserted by the customer and his plumber. The relevant fact is when did the customer become aware that there was a problem of high usage occurring at the property and that date was when he received the alert of high-water usage occurring from DC Water- August 7th according to testimony by the customer. From August 7th, the customer could mitigate loss of water at the property; before August 7th, he could not because DC Water had not read the water meter and he did not know otherwise of a problem existing at the property.

Pursuant to the equitable doctrine of laches, the property owner must have been prejudiced by DC Water's delay and the delay must have been unreasonable. As noted above, seven (7) months of estimating a customer's water usage is contrary to regulations and is unreasonable delay.

Accordingly, the Hearing Officer determines that the customer is entitled to the defense of laches and should not be responsible for payment of the extended bill caused by the utility's failure in obtaining an actual meter read from the property within time required by regulation., thus harming the customer by denying him opportunity to mitigate loss of water.

DC Water's determination that the charges in the bill dated September 17, 2024 are valid is hereby REVERSED. DC Water's estimate of water usage for said period shall be reinstated on the customer's account and the customer's responsibility for payment shall be based upon the

estimated water usage as previously charged for all usage occurring on or before August 7, 2024 when the first CUNA alert was sent to the customer. If high water usage occurred after August 7, 2024, the customer is responsible for said usage because he was alerted by the utility that something was wrong and occurring at his property. After being alerted, the property owner is responsible to pay for water usage occurring at his property.

As such, DC Water is directed to revise the customer's water bill dated September 17, 2024 and re-issue the bill minus any back-billing of charges during the period that usage was estimated.


Janet W. Blessingame, Hearing Officer

Date: Sept. 5, 2025

Copies to:

Mr. Esequiel Alvarez
8002 Clay Drive
Ft. Washington, MD 20744

Mr. Esequiel Alvarez
604 19th Street, NE
Washington, DC 20002

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

IN RE: [REDACTED]

[REDACTED] Galveston Place SW
Washington, DC 20032

Account No: [REDACTED]

Case No: 25-104545

Bill Date: 9/6/2024

Amount in Dispute: \$ 7,159.16

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 customer's Administrative Hearing Petition dated November 20, 2024, Untimeliness Letter dated November 13, 2024 by DC Water, DC Water's Interaction Records and considered the allegations of the Motion. Based upon the foregoing, the Hearing Officer finds that the customer has failed to timely dispute the bill dated September 6, 2024 and, as such, the Motion to Dismiss Administrative Hearing Petition should be and hereby is GRANTED.


The dispute deadline of the September 6, 2024 bill was September 26, 2024. The customer did not attempt to dispute the bill until October 8, 2024. On each bill statement, the dispute deadline is printed giving notice to customers of the deadline to dispute the bill.

The customer asserted that he called DC Water Customer Service regarding the bill and that he was different responses about how to file a dispute. (Petition For Administrative Hearing dated 11/20/2024 by [REDACTED]) Based upon the Interaction Records, the customer initially contacted DC Water regarding the bill on October 8, 2024 and advised that he will dispute the bill. The customer's next contact with DC Water was on October 17, 2024 and the customer, during the phone conversation, acknowledged a leaking toilet. As noted by DC Water in its Motion to Dismiss, the customer called DC Water after the deadline to file the bill dispute.

DC Municipal Regulation Title 21 Section 402 (21 DCMR § 402) dictates that bill disputes must be made in writing with 20 days of the bill date. The regulation is a claim processing rule enacted to ensure the orderly transaction of the utility's business. (See, Gatewood v. DC WASA, 82 A.3d 41, D.C. Court of Appeals 2013) Via its Motion to Dismiss, DC Water seeks to enforce the time limit for disputing a bill and, in that, the customer clearly failed to timely dispute the bill, the Hearing Officer has no authority to waive the regulation.

Janet W. Blessingame
Janet W. Blessingame, Hearing Officer
Date: Sept. 5, 2025

Copy to:

 Galveston Place SW
Washington, DC 20032

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

IN RE: [REDACTED]

7 [REDACTED] Newton Pl NW
Washington, DC 20010

Account No: [REDACTED]
Case No: 25-104251

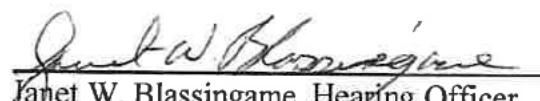
Bill Date: 10/28/2024
Amount in Dispute: \$ 84.17

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 customer's Administrative Hearing Petition dated December 24, 2024, DC Water's Investigation Report dated December 4, 2024 and considered the allegations of the Motion. Based upon the foregoing, the Hearing Officer finds that the customer has failed to timely petition for an administrative hearing and, as such, the Motion to Dismiss Administrative Hearing Petition should be and hereby is GRANTED.

The date to appeal DC Water's decision of no account adjustment and to request an administrative hearing was December 19, 2024 – fifteen (15) calendar days of receipt of the Investigation Report. In this case the Investigation Report was emailed to the customer on December 4, 2024. The customer did not appeal the decision and request an administrative hearing until December 24, 2024.

DC Municipal Regulation Title 21 Section 409.2 (21 DCMR § 409.2) dictates an owner or occupant has fifteen (15) calendar days of the date of the Investigation Report decision to appeal the General Manager's decision by filing a petition for an administrative hearing. The regulation is a claim processing rule enacted to ensure the orderly transaction of the utility's business. (See, Gatewood v. DC WASA, 82 A.3d 41, D.C. Court of Appeals 2013) Via its Motion to Dismiss, DC Water seeks to enforce the time limit for appealing the decision by requesting an administrative hearing, and, in that, the customer clearly failed to timely appeal and request a hearing, the Hearing Officer has no authority to waive the regulation.


Janet W. Blassingame, Hearing Officer
Date: Sept. 5, 2025

Copy to:

7 [REDACTED] Newton Place, NW
Washington, DC 20010

BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

IN RE: [REDACTED]

31 [REDACTED] Dunbarton Street, NW
Washington, DC 20007

Account Number: [REDACTED]
Case Number: 25-208606

Amount in Dispute: \$ 520.68

Period in Dispute: 1/10/2024 – 3/8/2025

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

The customer contested a water and sewer bill for the period January 10, 2024 to March 8, 2025. 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.

Present for the remote hearing were: [REDACTED], the tenant, and, Stephanie Robinson on behalf of DC Water.

The property involved is a single-family row house having 3 ½ bathrooms, a kitchen, washing machine, a dishwasher, 2 outside faucets. Also on the property is a cottage residence liken to a studio apartment, having one bath and a kitchen. The water and sewer bill, historically, is approximately One Hundred Dollars (\$100.00) per billing cycle. Mr. [REDACTED] stated that he lives alone.

Mr. [REDACTED] testified that nothing unusual was occurring at the house. He said he called DC Water upon receipt of his bill.

Mr. [REDACTED] testified that in February 2024, there was a snow/ice storm and a water connection to the cottage broke. He said that he received no high-water usage alerts from the utility and he could not see the water break from his back door, however, when he went outside, he saw water gushing and ice formation. He stated that he turned the water off to the cottage.

Mr. [REDACTED] stated that he sent copy of his plumber's invoice to DC Water on March 21st.

Mr. [REDACTED] stated that he is asking for forgiveness because the water break was an unforeseen circumstance. He stated that the high usage occurred for several days and he could have mitigated the loss of water if he had gotten an alert from the utility. He asserted that if he had gotten an alert of high usage, he could have shut-off the connection.

Mr. [REDACTED] stated that he paid a portion of the billed charge and that balance due is \$366.48. Mr. [REDACTED] asserted that he is a responsible bill payer.

Ms. Robinson stated that the disputed bill was based upon actual meter reads and in its investigation of the customer's bill dispute, the utility found no faulty computation of the bill.

Ms. Robinson explained that DC Water has a meter read validation process which takes place when a customer's bill read exceeds normal usage. She explained that the bill in dispute was for an extended period of 59 days due to the validation process.

Ms. Robinson pointed out that 21 DCMR § 308.1 requires the utility to obtain quarterly meter reading.

Ms. Robinson testified that the DC Water sent nine (9) CUNA alerts of continuous water being used at the property between January 18, 2024 and February 15, 2024. She stated that the alerts were sent- 1/18, 1/19, 1/20, 1/21, 1/22, 1/23, 1/24, 2/5. And 1/12/2024. She explained that the alerts were sent to the property owner because that was the contact information on file with the utility. She stated that the tenant's information has been added to the account for alerts.

Mr. [REDACTED] acknowledged that the property owner received the alerts of high-water usage occurring at the property from DC Water. He stated that when the owner advised him of the alerts, that is when he went out back of the house and saw the water.

Ms. Robinson acknowledged the plumber's report and she stated that based upon the plumber's report, DC Water did not perform an underground leak inspection.

Ms. Robinson asserted that based upon 21 DCMR § 406.2, no adjustment of the customer's account is warranted.

The plumber was identified a M.H. Barnes, Inc. and the report was dated 1/25/2024.

Mr. [REDACTED] stated that the broken connection was outside of the cottage and a fountain of water was shooting up into the air. He stated that the connection was above ground.

Mr. [REDACTED] stated that all his water bills had been on a 30-day basis. Ms. Robinson responded that the meter read on 2/8/2024 reflected 20.86 CCF of water usage and that amount of usage was above normal for the customer. She explained that DC Water waited to bill the customer until the next billing cycle to see if the usage was normal. She stated that the utility released the bill after the review was performed.

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

FINDINGS OF FACT

1. The property involved is a single-family home with a cottage in the backyard. The property is rent by [REDACTED] who lives alone. (Testimony of Mr. [REDACTED])
2. The period in dispute is 1/10/2024 to 3/8/2024. (The record in this matter)
3. DC Water sent nine (9) alerts of continuous water usage occurring at the property between 1/8/2024 and 2/15/2024 to the property owner. (Testimony of Ms. Robinson)
4. The tenant acknowledged that the property owner received the usage alerts from the utility and, at some point in time, the property owner informed the tenant of the alerts received; the tenant did not testify as to when he was informed by the property owner of the alerts by DC Water. (Testimony of Mr. [REDACTED]; the record in this matter)
5. Upon being informed by the property owner of receipt of alerts from the utility, the tenant went outside and discovered water shooting from a water connection to the cottage. (Testimony of Mr. [REDACTED])

6. Upon discovery of the water connection break, the tenant turned the water off to the cottage. (Testimony of Mr. [REDACTED])
7. The plumber's invoice submitted to DC Water stated that the plumber found "line for hose faucet that was leaking tied into the water line under the kitchen sink. Removed line for hose faucet and checked meter- no more movement or leaks." (M.H. Barnes, Inc. invoice dated 1/25/2024)
8. The tenant wrote to DC Water on February 18, 2025 that "an outdoor connection broke during the big snow storm we had. This happened in the very rear of my property and out of the line of sight from my back door I was never notified by call/text/email that there was excessive usage for days at my home The freezing weather caused a pipe connection to break and that's what caused the massive leak". (See, DC Water Interaction Record pg. 4, February 18, 2025)
9. The tenant testified during hearing that the leak was above ground. (Testimony of Mr. [REDACTED])
10. During its bill dispute investigation, DC Water found no evidence of faulty computation of the bill and the utility determined that an underground leak inspection was not warranted based upon the plumber's report submitted by the tenant. (Testimony of Ms. Robinson)

CONCLUSIONS OF LAW

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

See, 21 DCMR §403.
3. The repair of leaking faucets, household fixtures, and similar leaks, and the repair of malfunctioning water-cooled air conditioning equipment, are the responsibility of the owner or occupant. (See, 21 DCMR § 406.1)
4. If the investigation discloses leaking faucets, leaking fixtures, or similar leaks, no adjustment will be made to the bill for any portion of the excessive consumption attributable to those leaks. (See, 21 DCMR § 406.2)


DECISION

The customer failed to show by a preponderance of the evidence that the bill in dispute was wrong or that for some other reason, he should not be held responsible of its payment.



The customer argued that if the utility had sent him alerts of unusual water usage occurring at the property, he could have mitigated the loss of water. He explained that he could not see the water connection break from the back door of his residence but when his landlord told him of alerts received by the utility, he went outside and discovered the water break and turned off the water. The testimony and evidence established that DC Water sent the property owner nine (9) CUNA alerts during the period in dispute advising of high and continuous water usage occurring at the property. The tenant's contact information was not provided to the utility for purposes of alerts until sometime after the period in this dispute. The customer requested forgiveness from the charges asserting that he is a responsible bill payer.

DC Water is not a party to the matter of communication between landlord and tenant. DC Water sends alerts based upon information provided to the utility on the customer account. In this matter and at the time of the period in dispute, the account reflected the property owner's information and the property owner had not/did not provide to the utility for purposes of usage alerts, the tenant's information. No fault can be attributed to the utility as to when the property owner advised his tenant of alerts sent to him by DC Water. Responsibility for payment of water and sewer service is a contractual matter between landlord and tenant, and DC Water is not a party to the agreement.

21 DCMR § 406.2 dictates that if excessive water usage is caused by a leaking faucet or fixture, no adjustment is made to the customer's account. The regulation's application is not discretionary. Based upon the facts in this matter, no other regulation or defense against the charge is applicable- i.e., an underground leak or fault by the utility. As such, the determination by DC Water that the charges are valid and no basis exists for adjustment of the account is hereby AFFIRMED.


Janet W. Blassingame, Hearing Officer
Date: Sept. 5, 2025

Copy to:


31  Dumbarton Street, NW
Washington, DC 20007