

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

IN RE: [REDACTED]
1 [REDACTED] O Street SW
Washington, D.C. 20024

Account No.: [REDACTED]
Case Nos.: 24-213889, 24-334769,
24-646548

Total Amount in Dispute: \$16,157.42
Bill Date: December 13, 2023, January 17, 2024, February 13, 2024, and March 13, 2024

ORDER

The customer contested water bills for the property at 1 [REDACTED] O Street SW, Washington D.C. The disputed bills are dated December 13, 2023, for the period of September 15, 2023 to December 13, 2023, in the amount of \$9,334.20; dated January 17, 2024, for the period of December 14, 2023 to January 17, 2024, in the amount of \$579.87; dated February 13, 2024, for the period of January 13, 2024 to February 13, 2024, in the amount of \$2,433.53; and dated March 13, 2024, for the period of February 14, 2024 to March 13, 2024, in the amount of \$3,809.82.

This matter previously came before me on September 26, 2024. On November 26, 2024, I issued a decision ordering D.C. Water to adjust the customer's bill for the period October 14, 2023 through December 13, 2023 to equal the average consumption for up to three previous comparable periods, and to provide the customer with a copy of the service work order from March 5, 2024. The current hearing addresses the customer's challenges to the implementation of that decision.

The matter came before the Hearing Officer on August 26, 2025, for a remote hearing. Present for the hearing were [REDACTED], the property owner, and Arlene Andrews and Kimberly Arrington, who appeared on behalf of D.C. Water.

FACTUAL BACKGROUND

The property involved is a 1,000 square foot residential unit in southwest D.C. with one bathroom (containing a toilet and sink) and one kitchen sink. There are no other water-using fixtures, no irrigation system, and no outdoor water features. Mr. [REDACTED] testified that prior to the disputed periods, water bills averaged between \$100 and \$200 per month, consistent with his usage history showing bills in that range for years.

Mr. [REDACTED] testified that the first indication of a problem came when he received the bill dated December 13, 2023 covering September 15, 2023 through December 13, 2023. This was a

consolidated 90-day bill in the amount of \$9,334.20 - approximately 50 times his normal monthly charge. Mr. ██████ emphasized that he never received separate monthly bills for September, October, or November 2023, making it impossible for him to identify and address the problem in real time or to determine precisely when the high water usage occurred.

Upon receiving this bill, Mr. ██████ immediately began investigating. He hired a property management professional with extensive experience working with D.C. Water, to coordinate with the utility. Mr. ██████ also retained multiple licensed plumbers throughout late 2023 and early 2024. These plumbers conducted inspections, made recommendations, and performed various repairs. Mr. ██████ testified that he and his contractors replaced pipes, replaced the water heater even though there was no evidence of leaks, and addressed every potential source of water waste they could identify. The plumber reports submitted show work was performed through late January 2024.

Mr. ██████ stated that he spared no expense in attempting to remedy the situation, going beyond what the plumbers specifically recommended. In addition to the licensed plumber work documented in the record, he hired handymen to perform additional inspections and minor repairs, though he acknowledged this work would not qualify for regulatory purposes.

On March 5, 2024, D.C. Water sent a technician to the property to investigate. Mr. ██████ testified that he was on the phone with the property manager during the entire visit. According to Mr. ██████ the technician was unable to enter the unit because a tenant was showering. The technician observed the meter and determined it was working properly based on registration from the shower. Mr. ██████ testified that he repeatedly asked Mr. Brown to have the technician wait until the shower was turned off so they could check for leaks when no water was intentionally being used, but the technician left before this could occur. Mr. ██████ stated that the only information conveyed was that the meter was functioning appropriately; no mention was made of finding a leak.

The high water charges continued through bills dated January 17, 2024 (\$579.87), February 13, 2024 (\$2,433.53), and March 13, 2024 (\$3,809.82). Then, beginning in April 2024, usage suddenly returned to normal levels of approximately \$150-\$175 per month. Mr. ██████ testified that no repairs or changes were made between the March 5, 2024 D.C. Water visit and this decrease in usage - it simply stopped. He stated he cannot explain why the high usage ceased, particularly since it occurred without any intervention on his part.

Mr. ██████ filed his initial administrative hearing petition, which resulted in my November 26, 2024 decision. In that decision, I found that D.C. Water should have provided monthly bills that would have allowed the customer to identify and address the problem promptly. I ordered D.C. Water to adjust the charges for October 14, 2023 through December 13, 2023 based on the customer's average usage during comparable prior periods. I reasoned that if the billing had been done in thirty-day intervals, Mr. ██████ would not have learned of the increase until October

and thus excluded September from the adjustment period. I also ordered D.C. Water to provide the customer with a copy of the service work order from March 5, 2024.

D.C. Water implemented an adjustment of \$5,448.70 in February 2025, approximately three months after my decision. However, D.C. Water did not notify the customer of this adjustment or explain how it was calculated. Mr. [REDACTED] testified that he only learned of the adjustment when he followed up in June 2025 to inquire about the status of implementation. At that time - six months after my decision - D.C. Water provided both the adjustment explanation and the service work order.

When Mr. [REDACTED] received the service work order in June 2025, he was surprised to see it noted "found leak inside property." He testified this was the first he had heard of any leak being identified by D.C. Water. He stated that neither he nor [REDACTED] (whose name appears on the service order as the customer contact) received any communication about this finding at the time. Mr. [REDACTED] confirmed with Mr. [REDACTED] that he had not received any phone call or email about it. Mr. [REDACTED] expressed frustration that had he known in March 2024 that D.C. Water believed there was an internal leak, he could have immediately arranged for another plumber inspection to investigate while the alleged leak was still occurring.

Regarding the adjustment calculation, D.C. Water explained at the hearing that it used the comparable period of October 15, 2022 to November 14, 2022 (31 days, 7.99 CCF, averaging \$102.56 per month). However, D.C. Water applied this adjustment only to the 60-day period from October 14, 2023 to December 13, 2023, not to the entire 90-day consolidated bill. Ms. Andrews testified that D.C. Water determined 186.25 CCF of water was used from September 15 to October 13, 2023, and did not adjust those charges because my decision specified "October 14, 2023 through December 13, 2023."

Mr. [REDACTED] argued this interpretation was inequitable because he never received a separate September bill and therefore had no opportunity to challenge September charges individually. He contended that using the \$102.56 monthly average, the three-month period should have resulted in approximately \$307.68 in charges, not the nearly \$4,000 that remained after D.C. Water's adjustment. He stated that under D.C. Water's calculation, the September charges alone would exceed \$5,000, which makes no sense for a 1,000 square foot property.

With respect to the December 2023 through March 2024 bills, Mr. [REDACTED] argued he satisfied all requirements under 21 DCMR 407.4 and 407.5 for an adjustment: (1) he showed no negligence in notifying D.C. Water and attempting to address the problem; (2) he made repairs within a reasonable time using licensed plumbers; (3) he provided evidence of those repairs; and (4) he made his request for adjustment in accordance with the regulations. He emphasized that D.C. Water's own service work order documented an internal leak, yet D.C. Water denied relief.

D.C. Water's representatives testified that their position was that no adjustment was warranted for the December through March period. Ms. Andrews explained that D.C. Water determined there was no underground leak based on meter registration on the private side. She stated that all plumber reports submitted by the customer were dated prior to March 17, 2024, when usage began to decrease. Ms. Andrews testified that D.C. Water needed a plumber report documenting work performed after March 5, 2024 to support an adjustment, but the customer never provided such a report.

Mr. ██████ responded that he could not provide a plumber report for work done after March 5, 2024 because D.C. Water never informed him of the alleged leak finding. He stated it was impossible to mitigate a problem he did not know existed. He argued the entire process had been prejudicial from the beginning, with information either delayed or never provided, making it impossible to respond appropriately in real time.

Regarding late fees, Mr. ██████ identified a \$101.69 late payment charge assessed on October 16, 2023, which fell within the disputed period. He also noted he had received a late fee of approximately \$123 in May 2025. Ms. Arrington testified that late fees on disputed bills are credited back, but acknowledged the customer had not been paying any water bills for over a year, including undisputed bills. She stated that late fees on undisputed bills were appropriate, though D.C. Water had placed a hold on the account that prevented some late fees from accruing during the dispute process.

Mr. ██████ clarified his position on undisputed bills, stating he fully intended to pay all amounts owed. He explained his strategy had been to wait for resolution of the disputed charges and then work with D.C. Water to establish a single comprehensive payment plan based on the final amount due. He stated he never intended to avoid payment and emphasized his exemplary payment history prior to this incident, with no late payments over many years.

Throughout the hearing, Mr. ██████ expressed deep frustration with what he characterized as a lack of transparency. He stated he had been fighting the case "blind" from the beginning, without access to basic information needed to respond effectively. He noted he does not work in the water utility industry, does not understand CCF measurements or rate structures, and cannot translate technical billing data into financial terms. He stated he had spent enormous amounts of time and money attempting to address the problem - hiring multiple professionals, making extensive repairs, coordinating with D.C. Water - yet the charges remained largely unadjusted. He emphasized he was not seeking to avoid all charges, but simply wanted fair and equitable treatment based on his years of average usage in the \$100-200 range.

FINDINGS OF FACT

1. The property involved is a 1,000 square foot residential unit with one bathroom (toilet and sink) and one kitchen sink. (Testimony of Mr. ██████████)
2. Prior to September 2023, the customer's average monthly water bill ranged from approximately \$100 to \$200. (Testimony of Mr. ██████████ billing records).
3. The customer has maintained a payment history with no defaults prior to the disputed billing period. (Testimony of Mr. ██████████ billing records).
4. On November 26, 2024, I issued a decision ordering D.C. Water to adjust the bill for the period October 14, 2023 through December 13, 2023 based on the average of comparable prior periods, and to provide the customer with the service work order from March 5, 2024. (November 26, 2024 Decision).
5. The bill dated December 13, 2023 covering September 15, 2023 to December 13, 2023 was a 90-day bill totaling \$9,334.20. (Customer bill, testimony of the parties).
6. The customer did not receive separate monthly bills for September, October, and November 2023, but rather received a single consolidated bill covering all three months. (Testimony of Mr. ██████████ Ms. Andrews).
7. D.C. Water implemented an adjustment in February 2025 in the amount of \$5,448.70. (Testimony of Ms. Andrews).
8. D.C. Water did not provide the customer with notice of the adjustment or an explanation of how it was calculated until June 2025, approximately six months after the November 2024 decision. (Testimony of Mr. ██████████)
9. D.C. Water used the comparable period of October 15, 2022 to November 14, 2022 (31 days with usage of 7.99 CCF, averaging \$102.56) to calculate the adjustment. (Testimony of Ms. Andrews).
10. D.C. Water applied the adjustment only to the 60-day period from October 14, 2023 to December 13, 2023 (325.43 CCF), not to the entire 90-day billing period. (Testimony of Ms. Andrews).
11. D.C. Water calculated that 186.25 CCF of water was used during the period September 15, 2023 to October 13, 2023, and did not adjust charges for that 30-day period.

(Testimony of Ms. Andrews).

12. On March 5, 2024, a D.C. Water service technician visited the property and documented "found leak inside property" on a service work order. (Service Work Order dated March 5, 2024).
13. The service work order was not provided to the customer until June 2025. (Testimony of Mr. ██████ Ms. Andrews).
14. The service technician was unable to enter the property during the March 5, 2024 visit because a tenant was showering. (Testimony of Mr. ██████)
15. The customer hired Russell Brown, a property management professional with experience working with D.C. Water, to meet with the D.C. Water technician on March 5, 2024. Mr. ██████ was on the phone with Mr. Brown during the visit. (Testimony of Mr. ██████)
16. Mr. ██████ testified that the D.C. Water technician stated only that the meter was working appropriately, based on the registration showing water use from the shower, and did not mention finding a leak. (Testimony of Mr. ██████)
17. The customer retained multiple licensed plumbers and handymen throughout late 2023 and early 2024, replaced pipes, replaced a water heater, and made other repairs in attempts to identify and remedy the source of high water usage. (Testimony of Mr. ██████ plumber reports in record).
18. The most recent plumber report submitted by the customer was dated January 24, 2024. (Testimony of Ms. Andrews, plumber reports in record).
19. Water usage decreased significantly on or about March 17, 2024, twelve days after D.C. Water's March 5, 2024 site visit. (Testimony of Ms. Andrews).
20. Bills returned to approximately \$150-\$175 per month beginning in April 2024. (Testimony of Mr. ██████ billing records).
21. The customer did not perform any repairs or replacements between the March 5, 2024 D.C. Water visit and the decrease in usage. (Testimony of Mr. ██████)
22. The customer has not paid water bills since the disputed period began, including bills not in dispute, pending resolution of this matter. (Testimony of Ms. Arrington, Mr.

- ██████████
23. D.C. Water assessed a late fee of \$101.69 on October 16, 2023, which was within the disputed billing period. (Testimony of Mr. ██████████ billing records).
 24. Other late fees assessed during the disputed period have been credited back to the account. (Testimony of Ms. Andrews).

CONCLUSIONS OF LAW

1. The burden of proof is on the customer to show, by a preponderance of evidence, that the decision of D.C. Water is incorrect. (21 DCMR 420.7 and 420.8).
2. A hearing officer's decision is binding on the parties and D.C. Water must implement adjustments as ordered. (21 DCMR 422).
3. Where a billing period encompasses multiple months but the customer receives only a single consolidated bill, the customer lacks meaningful opportunity to challenge individual monthly charges in real time as contemplated by D.C. Water's billing procedures.
4. 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 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.
5. Under 21 DCMR 407.4, the General Manager may adjust bills for leaks on private property that are underground or otherwise not readily apparent, provided that: (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; (c) The owner provides evidence that repairs have been made by a licensed District of Columbia master plumber; and (d) The request for adjustment has been made in accordance with § 402.1(a).

6. Under 21 DCMR 407.5, the adjusted amount for qualifying underground leaks on private property shall not exceed 50% of the excess water usage over the average consumption for up to three previous comparable periods.
7. Under 21 DCMR 407.6, the General Manager may adjust up to 100% of excess sewer charges resulting from an underground leak if it is determined that the excess water usage did not enter the wastewater system.
8. Under 21 DCMR 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 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.
9. Pending a challenge to a bill, the owner or occupant will not be subject to any penalty or interest charge for nonpayment of the disputed bill until the owner or occupant has been advised in writing of the results of the investigation. (21 DCMR 401.1(d)).

DECISION

This case returns to me following my November 26, 2024 decision which ordered D.C. Water to adjust the customer's bill for October 14, 2023 through December 13, 2023 based on comparable prior periods. The customer now challenges both the scope and amount of the adjustment implemented by D.C. Water, and seeks additional relief under 21 DCMR 407.4-407.6 based on the service work order documenting a leak.

I. Adjustment for September 15, 2023 through October 13, 2023

The central issue regarding the first disputed period is whether my prior decision should be interpreted to require adjustment of the entire 90-day billing period (September 15 - December 13, 2023), or only the 60-day period from October 14 - December 13, 2023.

This presents a closer question than might initially appear. On one hand, my prior decision specifically identified "October 14, 2023 through December 13, 2023" as the period to be adjusted. The equitable rationale underlying that decision was that the customer was prejudiced by not receiving monthly bills that would have allowed him to identify and address the problem in real time. On reconsideration, I find that same rationale applies with equal force to the September charges given the record in this case. The customer received a single 90-day bill and challenged the entire bill because it was the only bill he had received. He had no way to separately evaluate, challenge, or address charges for September, October, or November individually.

Under these circumstances, I find that the customer has demonstrated that an adjustment of the September charges would further a significant public interest under 21 DCMR 408.1. The public interest in this case includes: (1) ensuring that customers who receive consolidated bills covering multiple months are not disadvantaged in their ability to challenge those bills; (2) encouraging prompt reporting and remediation of water waste; and (3) providing equitable relief where the utility's own billing practices have created ambiguity.

I therefore order D.C. Water to adjust the charges for the period September 15, 2023 through October 13, 2023 using the same methodology applied to the October-December period. Specifically, D.C. Water shall calculate the adjustment based on the customer's average usage during the comparable period of October 15, 2022 to November 14, 2022 (7.99 CCF over 31 days), prorated for the 29-day period from September 15, 2023 to October 13, 2023.

II. Adjustment for December 14, 2023 through March 13, 2024

The customer seeks adjustments for the bills covering December 14, 2023 through March 13, 2024 under 21 DCMR 407.4-407.6, based on the service work order documenting an internal leak. This presents more complex issues.

The threshold question is whether an internal leak was actually found and, if so, what type of leak it was. The service work order states "found leak inside property," but the circumstances raise questions about the accuracy of that statement. The technician could not enter the property because a tenant was showering. The technician determined the meter was working properly based on registration from the shower. The customer, who was on the phone during the visit, testified that the technician stated only that the meter was working appropriately and never mentioned finding a leak.

D.C. Water's representatives testified that the technician concluded there was an internal issue based on meter registration when water on the public side was turned off. However, if a tenant was actively showering, that would explain meter registration without necessarily indicating a leak. The notation "found leak inside property" appears to have been based on inference and deduction rather than direct observation or testing.

More troubling is that this service work order was not provided to the customer until well after the fact. Had the customer received this information in March 2024, he could have arranged for a plumber to investigate immediately while the alleged leak was still occurring.

The regulations at 21 DCMR 407.4 contemplate a scenario where: (1) D.C. Water identifies a leak; (2) D.C. Water provides a bill investigation report to the customer; (3) the customer repairs the leak within 30 days; and (4) the customer provides evidence of the repairs. Here, that sequence could not occur because the customer was not informed of the alleged leak until more than a year later.

I find that the customer has demonstrated the elements required under 21 DCMR 407.4 and 407.5 to the extent possible given the circumstances. The customer showed no negligence - indeed, he showed extraordinary diligence by retaining multiple plumbers, making numerous repairs, and attempting to identify the source of high usage. The customer made repairs by licensed plumbers and provided documentation. The customer's request for adjustment was made in accordance with the regulations.

The fact that the customer's repairs preceded the alleged leak identification by D.C. Water does not negate his eligibility for an adjustment. The regulations do not require that repairs be made after D.C. Water identifies a leak; they require that repairs be made within 30 days "after the bill investigation report is issued." Here, no bill investigation report was issued until June 2025, by which time the problem had long since been resolved.

Moreover, the timing is significant. Water usage decreased dramatically twelve days after D.C. Water's March 5, 2024 visit, without any additional work being performed by the customer. This suggests that either: (a) the prior repairs finally took effect; (b) there was an intermittent issue that resolved on its own; or (c) the high usage was related to meter or billing issues rather than an actual leak. In any of these scenarios, the customer should not bear the full cost of charges during a period when the source of high usage remains genuinely unclear.

I am persuaded that this is an appropriate case for the General Manager to exercise discretion under 21 DCMR 407.4 and 407.5. The customer has demonstrated exceptional diligence in attempting to identify and remedy the problem. D.C. Water's failure to provide the service work order at the time significantly prejudiced the customer's ability to respond. The charges are so far outside normal parameters for a 1,000 square foot property that they suggest either a significant but non-obvious leak or a measurement issue. The customer has maintained an exemplary payment history prior to this incident.

I therefore order D.C. Water to adjust the bills for December 14, 2023 through March 13, 2024 by 50% of the excess water usage over the average consumption from October 15, 2022 to November 14, 2022, consistent with 21 DCMR 407.5. For purposes of calculating sewer charges, D.C. Water shall presume that excess water usage from an internal leak did not enter the wastewater system and shall adjust up to 100% of excess sewer charges pursuant to 21 DCMR 407.6.

III. Late Fees

The customer identified a late fee of \$101.69 assessed on October 16, 2023. This fee falls within the disputed billing period and should not have been assessed while the customer's challenge was pending. Under 21 DCMR 401.1(d) and 403.1, the owner or occupant will not be subject to any penalty or interest charge for nonpayment of the disputed bill until the owner or occupant has been advised in writing of the results of the investigation.

D.C. Water is ordered to credit this late fee. D.C. Water shall also review any other late fees or penalties assessed during the periods under dispute (September 15, 2023 through March 13, 2024) and credit all such fees to the extent they relate to the disputed bills.

IV. Implementation and Payment Plan

D.C. Water shall implement the adjustments ordered herein within 30 days of the date of this decision and shall provide the customer with a detailed accounting showing: (1) the original charges for each period; (2) the adjustments applied; (3) the resulting revised charges; and (4) the total amount due after all adjustments and credits.

While I have ordered substantial adjustments to the disputed bills, the customer remains responsible for payment of undisputed charges and for all usage at the property. The customer acknowledged at the hearing that he has not paid water bills - including undisputed bills - for an extended period. I strongly encourage the customer to work with D.C. Water to establish a payment plan to bring the account current. D.C. Water representatives indicated at the hearing that the account may qualify for a payment plan incentive program that could provide additional relief.

V. Conclusion

This has been an exceptionally challenging case with a disproportionately high bill, complicated by consolidated billing, delayed communication, and the passage of substantial time. I have endeavored to reach a decision that is consistent with the applicable regulations while recognizing the equitable considerations arising from the unusual procedural history.

The customer has demonstrated exemplary diligence in attempting to identify and address the source of high water usage. D.C. Water has followed the regulations as it understood them, but certain practices significantly prejudiced the customer's ability to respond effectively.

For the reasons discussed above, D.C. Water is ordered to:

1. Adjust the charges for September 15, 2023 through October 13, 2023 using the same methodology applied to October 14 - December 13, 2023;
2. Adjust the charges for December 14, 2023 through March 13, 2024 by 50% of excess water usage and up to 100% of excess sewer charges pursuant to 21 DCMR 407.4-407.6;
3. Credit the late fee of \$101.69 assessed on October 16, 2023 and any other late fees or penalties assessed on the disputed bills; and

4. Provide the customer with a detailed accounting of all adjustments and credits within 30 days.

The customer is strongly encouraged to work with D.C. Water to establish a payment plan for the remaining balance and to ensure that all undisputed charges are brought current.



Carolyn Elefant, Hearing Officer

Date: October 3, 2025

██████████
1 ███ O Street SW
Washington, D.C. 20024
c/o ██████████@gmail.com

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

IN RE: Willie Jean Paul
Tamara Jean Paul
32█ Stanton Road SE
Washington, D.C. 20020

Account No. █
Case No. 24-225402265

Total Amount in Dispute: \$1,055.95
Bill Date: February 4, 2025

ORDER

The property owners Willio Jean Paul and Tamara Jean Paul (the customers) contested a water bill for the property at 32█ Stanton Road SE, Washington D.C. The disputed bill is dated February 4, 2025, for the period of December 28, 2024 to January 29, 2025, in the amount of \$1,055.95. The D.C. Water and Sewer Authority (D.C. Water) investigated and determined that no adjustment to the bill was warranted. The customers requested an administrative hearing.

FACTUAL BACKGROUND

The matter came before the Hearing Officer on August 26, 2025, for a remote hearing. Present for the hearing were Willie Jean Paul and Tamara Jean Paul, the property owners, and Rhona Myers and Kimberly Arrington who appeared on behalf of D.C. Water.

The property involved is a townhouse with two and a half bathrooms, a kitchen, and a washer and dryer. The property is a rental property occupied by a tenant and her children at the time of the incident. Prior to the disputed bill, the average monthly water bill was approximately \$150.

Mr. Jean Paul testified that the property is located in Howard County and that he does not reside there. He explained that in early 2025, he received both a text message from a neighbor and a notification from D.C. Water at approximately 11 p.m. alerting him to a problem at the property. Mr. Jean Paul stated that he was unable to reach the tenant that night and drove to the property the following day. Mr. Jean Paul testified that when he arrived at the property, it was totally flooded with water up to the knees, and he had to call the fire department to break into the house because the tenant was unreachable.

Mrs. Jean Paul testified that there was catastrophic flooding in the home that required over \$100,000 in repairs. She explained that the tenants were out of town when the flooding occurred.

Mrs. Jean Paul stated that they called a plumber to investigate the cause of the flooding. Mrs. Jean Paul testified that the plumber determined that the water supply line from the second floor and first floor ceiling had to be replaced. She emphasized that this was not a minor leak from a fixture, but rather a major plumbing failure that caused catastrophic damage to the home, requiring replacement of sheetrock and other extensive repairs.

Mr. Jean Paul added that the damage was so severe because the tenant had not paid the utility bills, which caused the heating to be shut off. As a result, multiple pipes throughout the house froze and burst. Mr. Jean Paul explained that because the tenant was not present and the water ran through the house for several days, the ceiling was caving in when the fire department broke down the door to enter.

Mrs. Jean Paul testified that this was not a usual leak but rather a major incident causing significant damage. She stated that they requested a 50% adjustment based on what they believed was D.C. Water's policy for such situations. Mr. Jean Paul confirmed that he had been told at the D.C. Water office that a 50% adjustment was available under D.C. Water's policy.

Mr. Jean Paul testified that the tenant vacated the property after the flooding because it was not livable. He stated that all of the tenant's furniture had to be removed because it was contaminated. Mr. Jean Paul explained that it took eight months to rehabilitate the house and that the property was just recently finished.

The customers provided a plumber's report from Roto-Rooter dated February 3, 2025, which documented labor to replace water supply lines leaking from the second floor and first floor ceiling.

Ms. Myers testified that D.C. Water's position is that the disputed charges for the bill dated February 4, 2025 were based on actual meter readings obtained by automated meter infrastructure. Ms. Myers stated that the meter was not pulled for testing and an underground investigation was not completed because the investigation disclosed an internal fixture leak. Ms. Myers explained that the customer's dispute email and the plumber's report dated February 3, 2025 disclosed an internal leak repair.

Ms. Myers testified that automated meter infrastructure readings showed that the high usage began on January 24, 2025 and stopped on January 27, 2025. Ms. Myers stated that D.C. Water completed its investigation on April 4, 2025 and determined that no adjustment is warranted under D.C. 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.

When asked by the Hearing Officer whether the fact that the leak was described as a "supply line" affected D.C. Water's position, Ms. Myers clarified that the plumber's report

indicated the supply line was leaking from the second floor and first floor ceiling. Ms. Myers testified that this constitutes an internal fixture leak because it is a pipe supplying water to fixtures within the home that runs between the first floor ceiling and the second floor, and therefore is considered an internal fixture leak.

Ms. Arrington explained that the 50% adjustment referenced by the customers applies only to underground leaks, not internal leaks. Ms. Arrington clarified that for a leak to qualify as underground, there would typically be excavation or digging in the yard. Ms. Arrington directed the customers to D.C. Municipal Regulations Title 21, Chapter 4, which addresses disputes, underground leaks, and internal fixture leaks. Ms. Arrington testified that based on the regulations, anything inside the home does not qualify for an adjustment unless it is an underground leak.

Following the hearing, on August 26, 2025, the customers submitted an email requesting reconsideration. In the email, the customers stated they had reviewed 21 DCMR 406.2 and argued that their case falls within the scope of adjustment because the leak was caused by a burst structural water line during extreme cold months, not a toilet or faucet. The customers emphasized that this was a catastrophic pipe failure promptly repaired by a licensed plumber, after which water usage returned to normal. The customers contended that their situation differs from excluded examples of toilets and fixtures and aligns with the type of leak the regulation was designed to address.

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 two and a half bathrooms, a kitchen, and a washer and dryer. (Testimony of Mr. Jean Paul).
2. The property is a rental property occupied by a tenant and her children at the time of the incident. (Testimony of Mr. Jean Paul).
3. The disputed bill is dated February 4, 2025, for the period of December 28, 2024 to January 29, 2025, in the amount of \$1,055.95. (Hearing Notice; Testimony of the parties).
4. Prior to the disputed bill, the average monthly water bill was approximately \$150. (Testimony of Mr. Jean Paul).
5. In early 2025, at approximately 11 p.m., Mr. Jean Paul received a text message from a neighbor and a notification from D.C. Water alerting him to a problem at the property. (Testimony of Mr. Jean Paul).

6. Mr. Jean Paul was unable to reach the tenant that night and drove to the property the following day, where he found the property totally flooded with water up to the knees. (Testimony of Mr. Jean Paul).
7. Mr. Jean Paul called the fire department to break into the house because the tenant was unreachable. (Testimony of Mr. Jean Paul).
8. The flooding caused catastrophic damage to the home requiring over \$100,000 in repairs, including replacement of sheetrock and removal of contaminated furniture. (Testimony of Mrs. Jean Paul).
9. The tenant had not paid utility bills, causing the heating to be shut off, which resulted in multiple pipes throughout the house freezing and bursting. (Testimony of Mr. Jean Paul).
10. The tenant was not present when the flooding occurred and was unreachable for at least a week after the incident. (Testimony of Mr. Jean Paul).
11. Water ran through the house for several days because the tenant was not present, causing the ceiling to cave in. (Testimony of Mr. Jean Paul).
12. A plumber determined that the water supply line from the second floor and first floor ceiling had to be replaced. (Testimony of Mrs. Jean Paul; Plumber's Report dated February 3, 2025).
13. The tenant vacated the property after the flooding because it was not livable. (Testimony of Mr. Jean Paul).
14. It took eight months to rehabilitate the property. (Testimony of Mr. Jean Paul).
15. The disputed charges were based on actual meter readings obtained by automated meter infrastructure. (Testimony of Ms. Myers).
16. Automated meter infrastructure readings showed that the high usage began on January 24, 2025 and stopped on January 27, 2025. (Testimony of Ms. Myers).
17. D.C. Water did not pull the meter for testing or complete an underground investigation because the investigation disclosed an internal fixture leak. (Testimony of Ms. Myers).
18. The plumber's report indicated that the leak was from a water supply line running between the second floor and first floor ceiling. (Testimony of Ms. Myers; Plumber's

Report).

19. D.C. Water completed its investigation on April 4, 2025 and determined that no adjustment is warranted under D.C. Municipal Regulation 406.2. (Testimony of Ms. Myers).
20. The leak was apparent from visual inspection, as evidenced by water flooding the property up to knee level and water damage requiring extensive repairs. (Testimony of Mr. Jean Paul).
21. Following the hearing, the customers submitted an email dated August 26, 2025 requesting reconsideration and arguing that the burst water line qualified for a 50% adjustment under 21 DCMR 406.2. (Customer email dated August 26, 2025).

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 fixtures 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. Section 407.2 addresses leaks in underground service pipes of indeterminate location where the leak is not apparent from visual or other inspection. The General Manager shall investigate the cause and location when notified of the possibility of such leaks and determine whether the leak is on public space, on private property, on property under the control of the occupant, or results from infrastructure for which the owner or occupant is responsible. 21 DCMR 407.2.

5. D.C. Water may adjust charges for underground leaks on private property at the discretion of the General Manager upon request of the owner. The adjusted amount shall not exceed 50% of the excess water usage over the average consumption for up to three previous comparable periods. The General Manager may consider factors including whether there has been negligence by the owner or occupant in notifying D.C. Water of unusual conditions, whether the owner repaired the leak within 30 days, whether the owner provides evidence of repairs by a licensed plumber, and whether the request was timely made. 21 DCMR 407.4, 407.5.
6. The General Manager may adjust up to 100% of excess sewer charges resulting from an underground leak if it is determined that the excess water usage did not enter the wastewater system. 21 DCMR 407.6.
7. No adjustment shall be made if a leak is determined to have been caused by the owner or occupant. 21 DCMR 407.7.

DECISION

This case presents an unfortunate scenario. The customers experienced catastrophic flooding at their rental property that resulted in over \$100,000 in damage and rendered the property uninhabitable for eight months. The flooding occurred because the tenant failed to pay utility bills, causing the heat to be shut off and multiple pipes to freeze and burst. The customers acted responsibly by promptly hiring a plumber to make repairs and by working with D.C. Water to resolve billing issues.

In their post-hearing email, the customers argue that their case qualifies for a 50% adjustment under the regulations because the leak was caused by a burst structural water line, not a toilet or faucet, and was a catastrophic pipe failure promptly repaired. While I am sympathetic to the customers' interpretation, I find that the customers have not met their burden of proving that the charges are in error or that they are entitled to an adjustment under the applicable regulations.

The central issue in this case is whether the burst water supply line constitutes an adjustable leak under 21 DCMR 407, or a non-adjustable internal fixture leak under 21 DCMR 406. The customers correctly note that 21 DCMR 406.2 excludes "leaky toilets and fixtures" from adjustment eligibility. However, the regulation does not limit its scope to toilets and fixtures alone. Rather, it provides that "if the investigation discloses leaking faucets, leaking fixtures or similar leaks, no adjustment will be made to the bill for any portion of the excessive consumption attributable to those leaks." The phrase "similar leaks" is broader than the specific examples of toilets and faucets and encompasses other types of internal plumbing failures, including burst supply lines within the home.

The key distinction in the regulations is between leaks that occur within the interior of the home and leaks that occur in underground service pipes between the meter and the structure. Section 407.2 specifically addresses "a leak in underground service pipe" or "at some other location where the leak is not apparent from visual or other inspection." This provision contemplates hidden underground leaks of indeterminate location that require investigation to discover.

The leak in this case does not fit within the parameters of Section 407.2. The plumber's report establishes that the leak originated from water supply lines running between the second floor and the first floor ceiling inside the home. Moreover, the leak was immediately and obviously apparent from visual inspection. Mr. Jean Paul testified that when he arrived at the property, it was flooded with water up to the knees, the ceiling was caving in, and the scene resembled "a hurricane." This was not a hidden underground leak of indeterminate location requiring investigation to discover. Rather, it was a catastrophically visible internal plumbing failure that manifested with dramatic and unmistakable evidence.

Ms. Arrington further testified that underground leaks typically require digging or excavation in the yard. There was no evidence presented that any excavation or yard work was necessary to repair the burst pipes in this case. Instead, all of the repair work occurred inside the home between floors, confirming that this was an internal plumbing failure rather than an underground leak.

The distinction between internal fixture leaks and underground leaks reflects the regulatory framework that assigns responsibility for maintenance and repair of different components of the water system. Property owners are responsible for maintaining the plumbing infrastructure within their homes, including supply lines that run between floors and connect to fixtures. While D.C. Water may exercise discretion to provide partial relief for hidden underground leaks that occur between the meter and the structure, no such discretion exists for internal plumbing failures and visible internal leaks regardless of their magnitude or cause.

I recognize that the customers faced an extraordinarily difficult situation. The flooding was not caused by their negligence or failure to maintain the property in reasonable condition. Rather, it resulted from the tenant's failure to pay utility bills, which led to a cascading series of events beyond the customers' control. The damage was severe, the repairs were costly, and the rehabilitation took many months. The customers' argument that they should not be treated the same as a homeowner with a leaky toilet is understandable given the magnitude of the disaster they experienced.

Nevertheless, the regulations do not provide an exception for catastrophic internal leaks or for circumstances where the property owner was not at fault. The regulations distinguish between internal leaks and underground leaks based on location and visibility, not based on magnitude or fault. As D.C. Water correctly noted, property owners remain responsible for water bills even when

tenants fail to pay, and owners are responsible for maintaining the internal plumbing systems within their properties.

D.C. Water's investigation confirmed that the charges were based on actual meter readings, that the high usage occurred between January 24 and January 27, 2025, and that the leak was internal to the property. The customers did not dispute the accuracy of the meter readings or suggest that D.C. Water's equipment malfunctioned. They acknowledged that the plumber's report confirmed an internal supply line failure. Under these circumstances, D.C. Water correctly applied 21 DCMR 406.2 in determining that no adjustment was warranted.

For the reasons discussed, I find that the leak in this case was an internal fixture leak within the meaning of 21 DCMR 406.2 for which no adjustment is permitted. The leak does not qualify under 21 DCMR 407.2 because it was not an underground leak of indeterminate location that was not apparent from visual inspection. To the contrary, the leak was immediately and dramatically apparent from visual inspection, as evidenced by the catastrophic flooding that required fire department intervention. The customers have not met their burden of proving that the charges are in error. Accordingly, the determination of D.C. Water that the charges are correct and no basis exists to adjust the account is AFFIRMED.



Carolyn Elefant, Hearing Officer

Date: October 1, 2025

Willie Jean Paul
Tamara Jean Paul
32 ■ Stanton Road SE
Washington, D.C. 20020

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

IN RE: [REDACTED]
10 [REDACTED] Irving Street NE
Washington, D.C. 20017

Account No. [REDACTED]
Case No. 25-326438

Total Amount in Dispute: \$1,537.32
Bill Date: February 25, 2025

ORDER

The customer contested a water bill for the property at 10 [REDACTED] Irving Street NE, Washington, D.C. The disputed bill dated February 25, 2025, in the amount of \$1,537.32, covers the period January 16, 2025 to February 14, 2025. 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 August 26, 2025, for a remote hearing. Present for the hearing was [REDACTED], the property occupant, and Rhona Myers and Kimberly Arrington, who appeared on behalf of D.C. Water.

FACTUAL BACKGROUND

The property involved is a single-family home in northeast D.C. The property was newly renovated approximately three to four years ago and has five bathrooms, one dishwasher, and one washing machine. There is no sprinkler system. The customer testified that the property has no external plumbing features. The customer and her husband reside at the property. Prior to the disputed bill, the average water bill was in the range of \$130 to \$200.

The customer testified that on or around January 25, 2025, she began receiving excess usage alerts from D.C. Water. The customer stated that she and her husband inspected the property but did not see any leaks in fixtures or any water accumulation. The customer testified that they called a plumber who also could not find any leaks but shut off the water for a period of time.

The customer testified that on or around January 28, 2025, she contacted D.C. Water. The customer stated that they continued to receive notices after turning the water back on. The customer recalled that D.C. Water told her that usage had gone down when the water was turned off, so the leak must be coming from the property, and advised her to call another plumber to investigate further.

The customer testified that she called a second plumber who conducted a more extensive investigation. The customer stated that the plumber cut open a wall in the basement and found that a pipe within the basement wall had burst. The customer testified that the plumber had to access the leak by cutting through the bathroom floor and going down into a crawl space under the porch, as well as cutting into the basement wall. The customer explained that the leak was in piping that runs underneath the first-floor bathroom, within the wall of the basement.

The customer testified that she paid the plumber almost \$5,000 to repair the burst pipe. The customer submitted photographs showing holes cut in both the bathroom floor and the basement wall, as well as the plumber's reports and invoices. The customer stated that the plumber's estimate dated January 28, 2025, noted that there was a leak but the plumber could not get to it because the area where the leak was happening was enclosed.

The customer testified that she promptly submitted a dispute and uploaded the receipt for the repair. The customer stated that on or around March 24, 2025, she received D.C. Water's investigation report denying her request for an adjustment. The customer testified that she believed D.C. Water erroneously cited Section 406.2 of Title 21, which governs adjustments for household leaks and leaking fixtures. The customer argued that the adjustment should have been granted under Section 407.4 through 407.6, which governs adjustments for leaks that occur between the meter and structures served by the meter and for underground leaks.

The customer testified that the leak was an underground leak that was not visible and that she met all four factors required under Section 407 for consideration of an adjustment: (1) there was no negligence on her part, as she promptly investigated when notified of unusual usage; (2) the leak was repaired within 30 calendar days after being discovered; (3) she provided evidence that repairs were made by a licensed plumber; and (4) she requested the adjustment in accordance with Section 402.1(a).

Ms. Myers testified that D.C. Water's position is that the disputed charges for the bill dated February 25, 2025, were based on actual meter readings obtained by automated meter infrastructure. Ms. Myers stated that the meter was not pulled for testing and an underground investigation was not completed because the investigation disclosed an internal fixture leak. Ms. Myers testified that the customer's dispute stated a pipe burst in January and the corresponding plumber's report dated January 28, 2025, shows an internal leak repair.

Ms. Myers testified that automated meter infrastructure readings show high usage began on January 24, 2025, and stopped on January 28, 2025. Ms. Myers stated that D.C. Water completed the investigation on March 24, 2025, and determined no adjustment is warranted under D.C. Municipal Regulation 406.2, which states that if the investigation discloses leaking faucets, fixtures, or similar leaks, no adjustment will be made to the bill for any portion of the excessive consumption attributable to those leaks.

Ms. Myers testified that the customer cited D.C. Municipal Regulation 407 as the applicable regulation; however, that regulation refers to an underground leak where the water does not go into the sewer system to be treated. Ms. Myers stated that in this case, the plumber's report and photos show that the water went through the pipe, and though the pipe was not exposed, that water went into the sewage system and must be treated. Ms. Myers concluded that therefore Section 406 is the applicable regulation and no adjustment is warranted.

Ms. Arrington testified that the plumber's report mentioned the sump pump area and that the sump pump is considered an internal fixture. Ms. Arrington stated that the wasted water that went through the meter goes through D.C. Water's sewer system and must be treated, and therefore Section 407 would not be applicable to this type of leak at the property. Ms. Arrington testified that only an underground leak does not go through the sewer system, and everything else, even if it's in the walls or involves pipes, goes into the sewer system and must be treated.

The Hearing Officer questioned whether the plumber's report was ambiguous regarding the sump pump, noting that the report indicated the homeowner showed the plumber the sump pump area and the homeowner stated there was something leaking in the sump pump, but that this was the homeowner's opinion and the plumber then noted he could not get to the leak because the area where the leak was happening was enclosed.

The customer clarified that there is a utility room in the basement apartment where the water heater and sump pump are located, and her husband showed the plumber the area where the water is turned on and off for the house. The customer testified that the plumber could hear water but there was no water accumulation or visible damage. The customer stated that the plumber turned off the water and heard water through the wall in another room, cut open the wall, and went up under the bathroom pipes where he found the burst pipe. The customer testified that nothing was visible and it was all underground in a pipe inside the wall in the basement.

The customer testified that the plumber first found the burst pipe by cutting a hole in the basement wall, and then had to access it by cutting a hole in the bathroom floor and going down into the ground because there is a crawl space under the porch of the house. The customer submitted additional photographs during and after the hearing showing the holes cut in the basement wall and bathroom floor, as well as the house plan showing the location where the plumber had to cut into the wall.

Ms. Arrington testified that D.C. Water determined that an adjustment was not warranted because the plumber's report states "access hole in drywall up to 4x4 feet to get to plumbing," which D.C. Water considers internal and within the home. Ms. Myers testified that D.C. Water went off the information in the plumber's report, the description of work, the itemized listing, as well as the information from the dispute and interaction records. Ms. Myers stated that the interaction records reference the plumber coming out to check the leak, the customer shutting the water off from inside the property, and a comment that there was a leak a few weeks ago that was

fixed. Ms. Myers testified that the automated meter readings show that usage began and stopped on dates corresponding to the interaction records and plumber's report, and D.C. Water did not find anything that would suggest this was an underground leak.

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

FINDINGS OF FACT

1. The property involved is a single-family home in northeast D.C. with five bathrooms, one dishwasher, and one washing machine. The property was newly renovated approximately three to four years ago and has no sprinkler system or external plumbing features. (Testimony of Ms. [REDACTED])
2. The disputed bill dated February 25, 2025, is in the amount of \$1,537.32 and covers the period January 16, 2025, to February 14, 2025. (Hearing Notice, Testimony of the parties).
3. The customer and her husband reside at the property. (Testimony of Ms. [REDACTED])
4. Prior to the disputed bill, the average water bill was in the range of \$130 to \$200. (Testimony of Ms. [REDACTED])
5. On or around January 25, 2025, the customer began receiving excess usage alerts from D.C. Water. (Testimony of Ms. [REDACTED])
6. The customer and her husband inspected the property but did not observe any leaks in fixtures or any water accumulation. (Testimony of Ms. [REDACTED])
7. The customer called a plumber who could not find any leaks. The first plumber shut off the water for a period of time. (Testimony of Ms. [REDACTED])
8. On or around January 28, 2025, the customer contacted D.C. Water. D.C. Water advised that usage had decreased when the water was turned off, indicating the leak was on the property, and recommended calling another plumber. (Testimony of Ms. [REDACTED] D.C. Water interaction records).
9. The customer called a second plumber who conducted a more extensive investigation. (Testimony of Ms. [REDACTED])

10. The plumber's estimate dated January 28, 2025, states: "Arrived to home homeowners showed me the sump pump area. HO stated that something was leaking inside the sump pump. Yes there is a leak but I cannot get to it. Seems like the area where the leak is happening is enclosed." (Plumber's Estimate, Exhibit to Customer's Submission).
11. The second plumber cut open a wall in the basement and found that a pipe within the basement wall had burst. (Testimony of Ms. [REDACTED] Plumber's Report).
12. The leak was located in piping that runs underneath the first-floor bathroom, within the wall of the basement. The leak was not visible from visual inspection. (Testimony of Ms. [REDACTED] Photographs).
13. To access and repair the leak, the plumber had to cut a hole in the basement wall and cut a hole in the bathroom floor to access a crawl space under the porch. (Testimony of Ms. [REDACTED] Plumber's Report, Photographs).
14. The plumber's invoice dated January 29, 2025, includes line items for "Repair leak under slab after exposed" in the amount of \$854.00, and "Access hole in drywall up to 4x4 feet to get to plumbing" in the amount of \$575.00. (Plumber's Invoice).
15. The customer paid the plumber \$4,809.00 to repair the burst pipe. (Testimony of Ms. [REDACTED] Plumber's Invoice dated January 29, 2025).
16. The customer submitted photographs showing holes cut in the basement wall and the bathroom floor, as well as the exposed pipe and repair work. (Photographs submitted by customer).
17. The customer promptly filed a dispute on February 26, 2025, one day after receiving the bill dated February 25, 2025. (Testimony of Ms. [REDACTED] D.C. Water records).
18. The customer uploaded the receipt for the repair with her dispute. (Testimony of Ms. [REDACTED]).
19. Automated meter infrastructure readings show high usage began on January 24, 2025, and stopped on January 28, 2025. (Testimony of Ms. Myers).
20. D.C. Water completed its investigation on March 24, 2025, and determined that no adjustment was warranted under D.C. Municipal Regulation 406.2. (D.C. Water Investigation Report, Testimony of Ms. Myers).

21. D.C. Water's investigation report cited Section 406.2, which governs adjustments for leaking faucets, leaking fixtures, or similar leaks. (D.C. Water Investigation Report).
22. D.C. Water did not conduct an underground inspection or pull the meter for testing. (Testimony of Ms. Myers).
23. D.C. Water determined that the leak was internal and that the water went into the sewer system and had to be treated. (Testimony of Ms. Myers, Ms. Arrington).

CONCLUSIONS OF LAW

1. The burden of proof is on the customer to show, by a preponderance of evidence, that the decision of D.C. Water is incorrect. (21 DCMR 420.7 and 420.8).
2. D.C. Water is obligated to investigate 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. 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. Under D.C. Municipal Regulations Section 407.2, if an investigation indicates a possible leak in an underground service pipe, the General Manager shall investigate the cause and location when notified of the possibility of leaks. If the investigation discloses a leak, other than a meter leak, of indeterminate location in the underground service, or at some other location where the leak is not apparent from visual or other inspection, the General Manager shall determine whether the leak is on public space, on private property, on property that is under the control of the occupant, or the result of infrastructure for which the owner or occupant is responsible for maintaining and repairing. 21 DCMR 407.2.
5. Under Section 407.4, 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. Under Section 407.5, the adjusted amount shall not exceed 50% of the excess water usage over the average consumption of water at the same premises for up to three 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: (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 Section 402.1(a). 21 DCMR 407.5.
7. Under Section 407.6, the General Manager may, at their discretion, adjust up to 100% of the excess sewer charges resulting from an underground leak if it is determined that the excess water usage did not enter the wastewater system. 21 DCMR 407.6.
8. 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 has met her burden of proof. Specifically, I find that the customer showed that D.C. Water's decision to deny an adjustment under Section 406.2 was incorrect, and that the customer is entitled to an adjustment under Section 407.4 through 407.6.

The central issue in this case is whether the leak at the customer's property falls under Section 406.2, which governs leaking faucets, fixtures, and similar leaks for which no adjustment is made, or under Section 407, which governs leaks in underground service pipes or at locations where the leak is not apparent from visual or other inspection, for which adjustments may be made at the General Manager's discretion.

D.C. Water determined that Section 406.2 applies because the leak was "internal" to the property and the water went into the sewer system and had to be treated. However, this interpretation conflates two separate issues: (1) whether the infrastructure causing the leak was the

responsibility of the owner versus D.C. Water; and (2) whether the leak was of a type contemplated by Section 406.2 (leaking faucets and fixtures) versus Section 407 (underground leaks or leaks not apparent from visual inspection).

Section 407.2 explicitly addresses leaks "of indeterminate location in the underground service, or at some other location where the leak is not apparent from visual or other inspection." The regulation then directs the General Manager to determine whether such a leak is on public space or private property. If the leak is on private property, Section 407.4 provides that the owner shall repair it, but critically, the General Manager "may, at their discretion, upon request of the owner, adjust the disputed bill."

The record in this case contains ample evidence that the leak falls squarely within Section 407's scope. The leak was not apparent from visual inspection—indeed, two plumbers were required, with the second plumber needing to cut through both a basement wall and a bathroom floor to locate and access the burst pipe. The plumber's estimate explicitly states: "Yes there is a leak but I cannot get to it. Seems like the area where the leak is happening is enclosed." This description matches Section 407.2's language regarding leaks "where the leak is not apparent from visual or other inspection."

Furthermore, the leak was underground in the sense contemplated by the regulation. The burst pipe was located within the wall of the basement, underneath the first-floor bathroom, and required accessing a crawl space under the porch of the house. The photographs submitted by the customer show the extensive excavation required—holes cut in both the basement wall and the bathroom floor. This was not a leaking faucet or fixture of the type addressed in Section 406.2; it was a burst pipe within the building's infrastructure that was hidden from view and difficult to locate.

D.C. Water's argument that Section 407 only applies when water does not enter the sewer system misconstrues the regulation. Section 407.6 provides that the General Manager may adjust "up to 100% of the excess sewer charges" if the water did not enter the wastewater system, but this is a separate provision addressing the extent of adjustment for sewer charges specifically. It does not limit Section 407's applicability only to situations where water does not enter the sewer.

D.C. Water's reliance on the reference to "sump pump" in the plumber's estimate is also misplaced. The estimate says that the homeowner showed the plumber the sump pump area and stated there was something leaking in the sump pump – but this was the homeowner's lay opinion, not the plumber's diagnosis. The plumber's professional assessment was: "Yes there is a leak but I cannot get to it. Seems like the area where the leak is happening is enclosed." The subsequent invoice and photographs make clear that the actual source of the leak was a burst pipe within the wall, not the sump pump itself.

Having determined that Section 407 governs, I find that the customer has satisfied all four factors enumerated in Section 407.5 for consideration of an adjustment:

First, there was no negligence on the part of the customer in notifying D.C. Water of unusual conditions. The customer began receiving excess usage alerts on or around January 25, 2025, and contacted D.C. Water on or around January 28, 2025—within three days. The customer promptly investigated by inspecting the property herself and calling a plumber, demonstrating diligence rather than negligence.

Second, the customer repaired the leak within 30 calendar days after D.C. Water's investigation. Indeed, the leak was repaired on January 29, 2025, well before D.C. Water even completed its investigation on March 24, 2025. The customer took prompt action in addressing the problem.

Third, the customer provided evidence that repairs were made by a licensed plumber. The customer submitted the plumber's estimate dated January 28, 2025, invoice dated January 29, 2025, and multiple photographs documenting both the location of the leak and the repair work. The invoice totaling \$4,809.00 itemizes the repair work, including "Repair leak under slab after exposed" and "Access hole in drywall up to 4x4 feet to get to plumbing."

Fourth, the customer made her request for adjustment in accordance with Section 402.1(a). The customer filed her dispute on February 26, 2025, one day after receiving the bill dated February 25, 2025, well within the 20-day deadline.

Regarding the extent of the adjustment, Section 407.5 provides that the adjusted amount shall not exceed 50% of the excess water usage. Section 407.6 provides that the General Manager may adjust up to 100% of excess sewer charges if the water did not enter the wastewater system. Therefore, I find that the customer is entitled to an adjustment of 50% of the excess water usage for water charges under Section 407.5 and 100% of the excess sewer charges under Section 407.6 and remand to D.C. Water for a determination of the appropriate adjustment for sewer charges under Section 407.6 based on whether the excess water usage entered the wastewater system.

For the reasons discussed, D.C. Water's determination that no adjustment is warranted under Section 406.2 is REVERSED. The matter is REMANDED to D.C. Water with instructions to calculate and apply an adjustment of 50% of the excess water usage over the average consumption for up to three previous comparable periods, and to adjust 100% of the sewer charges under Section 407.6. D.C. Water shall issue an adjusted bill to the customer within 30 days of this decision.

Carolyn Elefant

Carolyn Elefant, Hearing Officer

Date: October 3, 2025

██████████
10 █████ Irving Street NE
Washington, DC 20017
c/o █████@gmail.com

[REDACTED]

it did not stop the flow. A friend who is a plumber helped him identify the leak's location by pulling out the refrigerator and observing the wet wall. Mr. ██████ testified that the leak had been occurring for approximately one week to two weeks, creating what he described as "a lake under the house and in the backyard."

Mr. ██████ hired a plumber who completed the repair. According to Mr. ██████ the repair was straightforward because he and his friend had already located the exact spot and cut a hole in the wall. The plumber's report, dated February 10, 2025, indicated a pipe repair but did not include extensive detail about the leak or its effects.

Mr. ██████ testified that he does not dispute his responsibility for paying for the water that leaked from the broken pipe. However, he contends that because the water poured into his backyard and did not enter the sewer system, he should not be responsible for the sewer charges included in the disputed bill. Mr. ██████ explained that it took a long time for the water in the backyard to dry out and noted that if someone had come to inspect the property during the leak, the pooling water would have been visible.

Ms. Myers testified that D.C. Water's position is that the disputed charges for the bill dated February 25, 2025, were based on actual meter readings obtained by D.C. Water's Automated Meter Infrastructure. The meter was not pulled for testing, and an underground investigation was not completed. The customer's dispute and corresponding plumber's report dated February 10, 2025, disclosed an internal leak repair described as being in the living room wall, though Mr. ██████ clarified at the hearing that the repair was actually behind the refrigerator in the kitchen.

Ms. Myers testified that Automated Meter Infrastructure readings showed high usage began on January 24, 2025, and stopped on February 9, 2025. On April 23, 2025, Ms. Myers attempted to contact Mr. ██████ to address his concern regarding the sewer charge of \$818.95 but was unable to reach him. She left a message but did not receive a return call. On April 25, 2025, D.C. Water completed its investigation and determined no adjustment was warranted under D.C. Municipal Regulation 406.2.

Ms. Myers explained that the sewer charge is based on the automated meter readings showing usage of 67.85 CCF for the disputed billing period. The Hearing Officer inquired whether D.C. Water has any method to investigate claims that water did not enter the sewer system. Ms. Arrington testified that without a separate meter to measure what entered the sewer, D.C. Water has no way to investigate such claims.

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

FINDINGS OF FACT

1. The property involved is a single-family home in northeast D.C., over 100 years old, with two and a half bathrooms and one kitchen. (Testimony of Mr. ██████████)
2. The disputed bill dated February 25, 2025, in the amount of \$1,366.84, covered the period January 18, 2025 to February 19, 2025. (Testimony of the parties, Notice of Hearing dated August 12, 2025).
3. Mr. ██████████ is the sole owner and occupant of the property. (Testimony of Mr. ██████████)
4. During the winter of 2025, while Mr. ██████████ was out of the country, a pipe froze and broke in the property due to cold weather. (Testimony of Mr. ██████████)
5. The broken pipe was located behind the refrigerator in the kitchen, near the main water shut-off valve. (Testimony of Mr. ██████████)
6. D.C. Water sent text notifications alerting Mr. ██████████ about unusually high water usage beginning around January 24, 2025. (Testimony of the parties).
7. Friends visited the property and went inside but did not identify the source of the leak. (Testimony of Mr. ██████████)
8. Upon returning home, Mr. ██████████ discovered that water was pouring through the siding of the house into the backyard. (Testimony of Mr. ██████████)
9. Mr. ██████████ testified that the leak occurred for approximately one to two weeks, creating what he described as "a lake under the house and in the backyard." (Testimony of Mr. ██████████)
10. A plumber completed a repair on February 10, 2025. The plumber's report indicated a pipe repair but did not include extensive detail about the leak or document where the water went. (Testimony of Mr. ██████████ Plumber's Report dated February 10, 2025).
11. Mr. ██████████ does not dispute his responsibility for the water charges but contests the sewer charges, asserting that the water did not enter the sewer system. (Testimony of Mr. ██████████)

12. Automated Meter Infrastructure readings showed high usage began on January 24, 2025, and stopped on February 9, 2025. (Testimony of Ms. Myers).
13. The sewer charge of \$818.95 is based on automated meter readings showing usage of 67.85 CCF for the disputed billing period. (Testimony of Ms. Myers).
14. D.C. Water did not pull the meter for testing and did not conduct an underground investigation. (Testimony of Ms. Myers).
15. On April 25, 2025, D.C. Water completed its investigation and determined no adjustment was warranted under D.C. Municipal Regulation 406.2. (Testimony of Ms. Myers).
16. D.C. Water has no method to determine whether water entered the sewer system without a separate meter or other measurement device. (Testimony of Ms. Arrington).
17. Mr. ████████ did not install a separate meter or provide any measurement or documentation to establish how much water, if any, entered the sewer system versus pooled in the backyard. (Testimony of Mr. ████████ Record).

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 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. Under 21 DCMR 407.6, the General Manager may, at their discretion, adjust up to 100% of the excess sewer charges resulting from an underground leak if it is determined that the excess water usage did not enter the wastewater system.
5. Meters shall be read quarterly or at such other times as the General Manager shall determine. 21 DCMR 308.1.

DECISION

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

Mr. ██████ does not dispute that the water leak occurred on his property or that he is responsible for the water charges. His sole contention is that the water from the broken pipe did not enter the sewer system because it poured into his backyard, and therefore he should not be charged for sewer services. Mr. ██████ testified that water pooled under his house and in his backyard, creating what he described as "a lake" that took approximately two weeks to dry out.

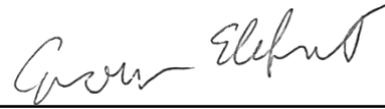
D.C. Municipal Regulation 407.6 provides that the General Manager may, at their discretion, adjust up to 100% of excess sewer charges resulting from an underground leak if it is determined that the excess water usage did not enter the wastewater system. However, this discretionary adjustment requires a determination that the water did not enter the sewer. Here, Mr. ██████ bears the burden of establishing by a preponderance of evidence that the leaked water bypassed the sewer system entirely.

As Ms. Arrington testified at the hearing, D.C. Water has no means to determine whether water entered the sewer system without a separate meter or other reliable measurement device. In this case, Mr. ██████ did not install a separate meter to measure sewer flows, nor did he provide any documentation, measurement, or expert testimony to quantify how much water, if any, entered the sewer versus remained on his property. The plumber's report dated February 10, 2025, confirmed the pipe repair but contained no information about where the leaked water went or whether it entered the sewer system.

Mr. ██████ testimony that water pooled in his backyard is credited as truthful. But general observations about pooling water, standing alone, are insufficient to meet the customer's burden of proof. Without objective evidence such as a separate meter reading, photographic documentation showing the extent and location of the pooling during the leak period, or expert testimony establishing that none of the water could have entered the sewer, the customer cannot demonstrate that the sewer charges should be adjusted.

Mr. [REDACTED] acknowledged that he understood his responsibility for the water charges and that the leak was on his property. The fact that the water may have pooled outside does not, by itself, prove that no portion of the water entered the sewer system. Without a separate meter or comparable evidence, D.C. Water had no means to verify Mr. [REDACTED] claim, and Mr. [REDACTED] provided no objective measurement to support it.

For the reasons discussed, Mr. [REDACTED] has not met his burden of proving by a preponderance of evidence that the sewer charges should be adjusted. The determination of D.C. Water that no adjustment is warranted is hereby AFFIRMED.



Carolyn Elefant, Hearing Officer

Date: October 1, 2025

[REDACTED]
21 [REDACTED] Channing St NE
Washington, DC 20018

c/o [REDACTED]

BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

IN RE: Mahfuz A. Hussein
9312 Doreen Court
Ft. Washington, MD 20744

Service Address:
31 [REDACTED] Buena Vista Ter. SE

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

Amount in Dispute: \$ 608.69

Period in Dispute: 1/28/2025 – 3/25/2025

Before Janet W. Blassingame, Hearing Officer
September 24, 2025 at Noon

The customer contested a water and sewer bill for the period January 28, 2025 to March 25, 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 September 24, 2025. Present for the hearing were: Mahfuz Hussein, the property owner; and, Kristen Gibson and Arlene Andrews on behalf of DC Water.

The property involved is a 4-unit apartment building. Each apartment has a kitchen and a bathroom. During the period in dispute, the building was vacant and undergoing renovation with three (3) units ready for occupancy and work being done on the fourth unit in the building. All tenants vacated the building as of September or October 2024 and the water and sewer bill during the renovation period had been between Eighty Dollars and One Hundred Dollars per billing cycle. Mr. Hussein stated that he had begun showing the finished units to prospective tenants and he was anticipating tenants to move-in in February 2025.

Mr. Hussein testified that he received an alert from DC Water that high water usage was occurring in the building. He stated that a pipe burst on the second floor- apt. 4, of the building and water flooded the whole building. He stated that water ran from below the kitchen sink for a whole day and the leak was found when the kitchen cabinet was opened. Mr. Hussein asserted that the building was heated and that the pipe burst was not caused by cold weather. Mr. Hussein asserted that he believes that water pressure might have been the cause of the pipe bursting. The property owner asserted that the renovation was cosmetic and did not involve any plumbing or electrical work, but after the pipe burst, he had to gut the entire building and renovate the property again. Mr. Hussein denied that any worker was in the building in time proximity to the

pipe bursting and he, likewise, asserted that the finished units were not shown to prospective tenants in time proximity to the pipe bursting.

Mr. Hussein testified that the property was damaged by leaking water over one- two days.

Mr. Hussein asserted that he did not use the lost water and he believes that DC Water should waive the charge for excessive water usage. He stated that the pipe bursting was an accident and not anticipated. He reasserted that he believes DC Water's water pressure caused the pipe to burst.

On cross-examination, Ms. Gibson pointed out that the plumber's document submitted to DC Water by the customer was not a plumber's report of the repair of the pipe at issue, but was, instead, a Bid Proposal for plumbing work throughout the apartment building and the document does not address either a cause of the pipe bursting or the repair of the pipe. Mr. Hussein responded that the Bid Proposal was for preventive work involving installing a copper water service line to the building and replacing the existing angle stops. When asked where the leak was by Ms. Andrews, Mr. Hussein stated that the leak was in Apt. 4, in the kitchen, below the sink. Mr. Hussein stated that he heard water flowing and the plumber turned the water off to the building but later turned the water back on in order to see where the water was coming from. Mr. Hussein stated that water was seen coming from the pipe under the sink.

Ms. Gibson stated that she believed that the pipe repair was performed because water usage at the building decline.

Ms. Gibson testified that the customer was billed upon actual meter reading. She pointed out that the customer, on January 28, 2025, told a service representative that the water was turned off at 11:00 a.m. She stated that the leak occurred on January 27, 2025 after 4:00 a.m.

Ms. Gibson asserted that DC Municipal Regulation 21-§ 406 controls this matter in that the excessive water consumption was caused by an internal household leak. She stated that the defective pipe was visual. She also stated that the Municipal Regulations do not allow adjustment for the type of leak in this matter.

Ms. Gibson stated that the water went thru the water meter and DC Water investigated that the customer had been correctly billed based upon actual meter read.

Mr. Hussein stated that the effected pipe was below the sink and the pipe connected from the wall to the sink.

Ms. Gibson stated that DC Water does not change water pressure. Mr. Hussein responded that there was no leak and that the pipe burst occurred in Apartment 4. He stated that the plumber replaced all pipes with copper pipes.

To a question by the Hearing Officer, Ms. Arrington responded that "angle stops" are valves for kitchen sinks.

Ms. Gibson stated that a pipe burst under a sink is not DC Water's fault or responsibility. She asserted that the leak was not caused by water pressure. She pointed out that the temperature

was below 27 degrees and pipes can burst randomly as a result of cold weather. She, also, stated that the pipes in the building were old. She added that the leak was visual to the naked eye and that Title 21, Section 406.2 applied and dictates that no adjustment is warranted.

Mr. Hussein argued that the utility has a reason not to give relief. He asserted that a lot of things have happened in the building. He acknowledged that he is responsible for water usage but he argues that the water lost due to the burst pipe was not usual water consumption.

Mr. Hussein explained that once renovation is completed in an apartment, he is the only person having a key to the unit. He asserted that no one was in the unit during the time that the pipe burst.

Ms. Gibson suggested that the customer familiarize himself with the applicable DC Water regulations. She asserted that the utility only adjusts for underground leaks or leaks at the water meter.

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 Mahfuz A. Hussein. (Testimony of Mr. Hussein)
2. The period in dispute is January 28, 2025 to February 25, 2025. (The record in this matter)
3. DC Water sent the customer a HUNA alert of high-water usage occurring in the building on January 28, 2025. (DC Water Interaction Records; testimony of Mr. Hussein)
4. The property owner telephoned DC Water on January 30, 2025 and told a DC Water service representative that a pipe burst in the building and water ran for 2 days. The property owner repeated that a pipe burst in the building- apt. 4- during the Administrative Hearing. (DC Water Interaction Record; testimony of Mr. Hussein)
5. The defective pipe was in the kitchen of apt. 4 under the sink and was visual to the naked eye upon opening of the kitchen sink cabinet. (Testimony of Mr. Hussein)
6. The pipe break caused substantial damage to the building causing the property owner to gut the building and do a complete renovation. (Testimony of Mr. Hussein)
7. The plumber's document submitted to DC Water by the property owner is a Bid Proposal to replace the water service line with copper pipes and to replace existing angle stops. The document does not address a cause of the pipe bursting. (Ruth Plumbing LLC- Bid Proposal dated 2/05/2025; testimony of Mr. Hussein and Ms. Gibson)
8. The property owner hired a plumber who cut-off the water to the building in order to stop the water leak and the problem was resolved. (Testimony of Mr. Hussein and Ms. Gibson)

CONCLUSIONS OF LAW

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

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

See, 21 DCMR §403.

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

DECISION

The customer failed to establish 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 property owner acknowledged that excessive water consumption occurred at the property due to a pipe breaking underneath a kitchen sink in one of the apartments within the building. He asserted that the building was heated at the time of the pipe break and he denied that anyone, other than himself, had access to the building. The document submitted by the property owner from his plumber failed to give an explanation of the cause of the pipe break but the property owner contended that the break was due to water pressure and he asserted that DC Water should take responsibility for the water loss. DC Water's representative denied that DC Water had anything to do with or responsibility for water pressure within the building. The customer presented no evidence to support his allegation/suspicion that water pressure could have caused the pipe to break. On the other hand, DC Water's representative pointed out that the outside temperature was below freezing – 27 degrees- at the time on the pipe break and that interior pipes can break randomly under such conditions.

The testimony established that the broken pipe was under a kitchen sink and was visual to the naked eye upon opening of the kitchen sink cabinet.

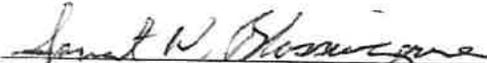
DC Municipal Regulation 21- § 408 relates to inconclusive findings of the cause of excessive water consumption occurring at a property. In this case, however, the property owner told DC Water what caused the excessive water usage. Due to the customer's cause acknowledgment, the utility did no further causation investigation but investigated the correctness of the bill based upon the meter read and cited the appropriate regulation controlling household leaks. The customer speculated as to a cause of why the pipe broke, but provided nothing to support the speculation. DC Water gave a plausible cause relating to weather. Regardless of the cause of the pipe breaking, the testimony was that the pipe was inside of the building and visible to the naked eye. Without establishing that the utility was in some way the cause of excessive water consumption at the building, the property owner is responsible for what occurs within the building.

The customer repeatedly asserted that the pipe burst was an accident and unforeseeable and for that reason, he should not have to pay for the disputed charges.

DC Municipal Regulation 21- § 406.2 dictates that no bill adjustment is given when excessive water consumption is attributed to leaking faucets, leaking fixtures, or similar leaks.

A property owner is responsible for what occurs at his property and, in this case, a pipe burst causing excessive water consumption and for that reason, the customer is responsible for payment of the water charges.

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


Janet W. Blessingame, Hearing Officer

Date: Sept. 30, 2025

Copy to:

Mr. Mahfuz Hussein
9312 Doreen Court
Ft. Washington, MD 20744

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

IN RE: [REDACTED]
23 [REDACTED] Shannon Place SE
Washington, DC 20020

Account No. [REDACTED]
Case No. 25-226089

Total Amount in Dispute: \$370.77

Billing Date: December 26, 2024

ORDER

The customer contested a water bill for the property at 23 [REDACTED] Shannon Place SE, Washington, DC 20020. The disputed bill dated December 26, 2024, is in the amount of \$370.77 and covers the period November 27, 2024 to December 26, 2024.

The matter came before the Hearing Officer on August 12, 2025 for a remote hearing. Present for the hearing were [REDACTED], who appeared on behalf of the property owner [REDACTED] and Rhona Myers and Kimberly Arrington, who appeared on behalf of D.C. Water. Also present was Julian Monopoli, law clerk to the Hearing Officer. The property owner, Ms. [REDACTED] was not present.

At the commencement of the hearing, the Hearing Officer noted that Mr. [REDACTED] did not have a letter of authorization from the property owner authorizing him to represent her at the administrative hearing. Mr. [REDACTED] explained that Ms. [REDACTED] was unable to attend because she had to accompany a family member with ALS to a medical appointment. Mr. [REDACTED] stated that the appointment was scheduled at the last minute.

D.C. Water explained that a written letter of authorization from the property owner is required for Mr. [REDACTED] to represent Ms. [REDACTED] at the hearing. Ms. Arrington advised Mr. [REDACTED] to submit the authorization letter to Administrative.Hearings@DCWater.com, and that D.C. Water would add him as a third party on the account once the letter was received. Ms. Arrington noted that being listed as a third party would allow Mr. [REDACTED] to contact customer service regarding the account and to represent the property owner at the hearing.

The Hearing Officer stated that she had openings on her hearing calendar in August 2025 and that if Mr. [REDACTED] submitted the authorization letter promptly, the hearing could be rescheduled within approximately two weeks. Mr. [REDACTED] indicated that he would be traveling to Mexico but would submit the authorization letter as soon as possible and would accept any available hearing date.

On September 18, 2025, the customer submitted a compliant notarized authorization letter authorizing [REDACTED] to represent [REDACTED] in this matter.

Based on the foregoing, it is hereby ORDERED that D.C. Water shall reschedule the administrative hearing with [REDACTED] appearing as the authorized representative of [REDACTED]
[REDACTED]



Carolyn Elefant, Hearing Officer

Date: October 1, 2025

[REDACTED]
c/o [REDACTED]
23 [REDACTED] Shannon Place SE
Washington, DC 20020

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

IN RE: [REDACTED]
50 [REDACTED] Arkansas Ave NW
Washington, DC 20011

Account No. [REDACTED]
Case No. 25-327407

Total Amount in Dispute: \$2,256.43

ORDER GRANTING REQUEST TO VACATE DEFAULT JUDGMENT

On August 27, 2025, an administrative hearing was scheduled in this matter at 2:00 PM. Representatives from the D.C. Water and Sewer Authority (D.C. Water) and the Hearing Officer appeared. The customer, [REDACTED], did not appear for the hearing, and no advance notice requesting a schedule adjustment had been received by D.C. Water or the Hearing Officer.

After waiting 15 minutes, an attempt to contact the customer by phone was unsuccessful. After 20 minutes beyond the scheduled hearing time, the Hearing Officer dismissed the case and entered a default judgment affirming D.C. Water's decision denying an adjustment to the customer's account.

On September 5, 2025, the customer filed a written request to vacate the default judgment. In the filing, the customer explained that the reason for his absence was a family medical emergency. Specifically, the customer stated that their sister was hospitalized after experiencing a medical episode during a flight from California to Washington, D.C. The customer provided documentation showing that their sister's flight (Delta Air Lines Flight 2789) landed at Reagan National Airport at approximately 11:05 AM on August 27, 2025. The customer stated that they arrived at the hospital at 12:00 PM and remained there until their sister was released at 3:00 PM. The customer attached photographs taken at the hospital showing the date and time as August 27, 2025, at 12:13 PM and 12:21 PM, as well as flight information confirming their sister's travel itinerary.

The customer explained that they were unaware of the hearing time because they had not seen the hearing notice, which had been directed to his spam folder. Upon discovering the missed hearing on September 4, 2025, the customer promptly contacted D.C. Water to explain the circumstances and request a new hearing date.

Under 21 DCMR 415.3, the failure to appear at a scheduled hearing may result in a default judgment. However, a default judgment may be vacated upon a showing of good cause. Good cause may include circumstances beyond the party's control that prevented attendance at the hearing, such as a medical emergency affecting the party or an immediate family member.

Having reviewed the customer's filing and supporting documentation, I find that the customer has demonstrated good cause for his failure to appear at the August 27, 2025 hearing. The customer's sister experienced a medical emergency requiring hospitalization on the morning of the hearing. The customer was at the hospital attending to his sister during the time the hearing was scheduled. These circumstances were beyond the customer's control and constitute a legitimate reason for the missed hearing.

Furthermore, the customer acted promptly upon discovering the missed hearing by contacting D.C. Water on September 4, 2025, and providing a detailed explanation along with supporting documentation. The customer's explanation is credible and corroborated by the flight information and hospital photographs submitted.

Accordingly, it is hereby ORDERED that the customer's motion to vacate the default judgment is GRANTED. The default judgment entered on August 27, 2025, is hereby VACATED. This matter shall be rescheduled for a hearing at a date and time to be determined by D.C. Water's administrative hearing coordinator in consultation with the parties.



Carolyn Elefant, Hearing Officer

Date: October 1, 2025

██████████
50 ██████████ Arkansas Ave NW
Washington, DC 20011
c/o ██████████@yahoo.com

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

IN RE: W Street Development LLC
3018 V Place SE
Washington, DC 20020
c/o Teferi Zewdou
Service Address: 12█ W ST SE
Washington, DC

Account No. █
Case No. 25-293361

Total Amount in Dispute: \$1,358.78
Bill Date: November 1, 2024

ORDER

The customer contested a water bill for the property at 12█ W Street SE, Washington D.C. The disputed bill dated November 1, 2024, in the amount of \$1,358.78, covers the period September 27, 2024 to October 25, 2024. 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 August 27, 2025, for a remote hearing. Present for the hearing were Teferi Zewdou, the property owner, and Rhona Myers and Kimberly Arrington, who appeared on behalf of D.C. Water.

FACTUAL BACKGROUND

The property involved is a vacant residential property located at 12█ W Street SE. Mr. Zewdou testified that he purchased the property some time ago and that the property had been vacant with no water usage for an extended period. Mr. Zewdou explained that when he purchased the property, it had been gutted out by the previous owner. The property had no bathroom, kitchen, faucets, or fixtures at the time of the incident. However, the water service to the property remained active, with the main shut-off valve located in the crawl space area in the basement.

Mr. Zewdou testified that in October 2024, he received an email from D.C. Water notifying him of excessive water usage at the property. Upon receiving this notification, Mr. Zewdou went to the property and discovered a crack in a copper pipe near the main shut-off valve in the crawl space. Mr. Zewdou stated that he believed the crack may have been caused by cold weather. The leak filled the entire crawl space with water. Mr. Zewdou explained that he was unaware of the leak until he received the email notification from D.C. Water.

Mr. Zewdou testified that as soon as he discovered the leak, he called a plumber who fixed the problem right away. Mr. Zewdou noted that according to the usage graph on the water bill, there had been no usage at the property for approximately a year or more prior to this incident. Mr. Zewdou emphasized that the water consumption was not actual usage but rather the result of an unforeseen accident. Mr. Zewdou testified that he paid the water bill of approximately \$1,500 in April 2025 before disputing the charges.

When questioned by D.C. Mr. Zewdou confirmed that at the time the pipe burst, there were no bathrooms or other fixtures in the property. Mr. Zewdou reiterated that the previous owner had gutted the entire property and it had been vacant for several months before he purchased it.

Mr. Zewdou acknowledged that there was a leak and wastage of water, but emphasized that it was not due to his negligence and not caused by a leaking faucet or toilet. Mr. Zewdou stated that the leak was "just an accident" and that he never used the water. Mr. Zewdou expressed that the \$1,400-\$1,500 bill was a heavy burden for him to pay for water he never used. Mr. Zewdou requested a compromise on the bill, suggesting that if the charge could be reduced to half, he would appreciate it.

Ms. Myers testified that D.C. Water's position is that no adjustment is warranted. She explained that the disputed charges for the bill dated November 1, 2024, were based on actual meter readings obtained by Automated Meter Infrastructure. Ms. Myers stated that the meter was not pulled for testing and an underground investigation was not completed. Ms. Myers testified that Automated Meter Infrastructure readings show high usage began on September 30, 2024 and stopped on October 1, 2024.

Ms. Myers noted that the customer submitted an undated plumber's proposal with the dispute email, which referenced a broken copper pipe. Ms. Myers stated that on February 20, 2025, a plumber's report request was sent to the plumber with a deadline of March 3, 2025, but no response was received by the deadline. Ms. Myers testified that D.C. Water completed the investigation on March 5, 2025 and determined no adjustment is warranted under D.C. Municipal Regulations 406.2, which states that if the investigation discloses leaking faucets, leaking fixtures or similar leaks, no adjustment will be made to the bill for any portion of the excessive consumption attributable to those leaks.

Ms. Arrington acknowledged Mr. Zewdou's concerns and stated that D.C. Water understands it was wasted water. However, Ms. Arrington explained that there are no means for an adjustment because the leak occurred in private space. Ms. Arrington noted that while Section 406 mentions toilets or sinks, it also references "similar leaks." Ms. Arrington explained that when the plumber went in and determined that the leak was in private space, the owner of the property

became responsible for the actual consumption that goes through the meter in private space. Ms. Arrington stated that this is why no adjustment was warranted for the charges.

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 vacant residential property located at 12█ W Street SE that had been gutted out by the previous owner. (Testimony of Mr. Zewdou).
2. At the time of the incident, the property had no bathroom, kitchen, faucets, or fixtures. (Testimony of Mr. Zewdou).
3. The water service to the property remained active, with the main shut-off valve located in the crawl space area in the basement. (Testimony of Mr. Zewdou).
4. The disputed bill dated November 1, 2024, in the amount of \$1,358.78, covers the period September 27, 2024 to October 25, 2024. (Testimony of the parties, Hearing Notice).
5. In October 2024, Mr. Zewdou received an email from D.C. Water notifying him of excessive water usage at the property. (Testimony of Mr. Zewdou).
6. Upon receiving the notification, Mr. Zewdou discovered a crack in a copper pipe near the main shut-off valve in the crawl space that had filled the entire crawl space with water. (Testimony of Mr. Zewdou).
7. Mr. Zewdou was unaware of the leak until he received the email notification from D.C. Water. (Testimony of Mr. Zewdou).
8. Mr. Zewdou called a plumber who fixed the problem. (Testimony of Mr. Zewdou).
9. Prior to this incident, there had been no water usage at the property for approximately a year or more. (Testimony of Mr. Zewdou).
10. Mr. Zewdou paid the water bill of approximately \$1,500 in April 2025. (Testimony of Mr. Zewdou).
11. The disputed charges were based on actual meter readings obtained by Automated Meter Infrastructure. (Testimony of Ms. Myers).

12. The meter was not pulled for testing and an underground investigation was not completed. (Testimony of Ms. Myers).
13. Automated Meter Infrastructure readings show high usage began on September 30, 2024 and stopped on October 1, 2024. (Testimony of Ms. Myers).
14. The customer submitted an undated plumber's proposal with the dispute email referencing a broken copper pipe. (Testimony of Ms. Myers).
15. D.C. Water requested a plumber's report on February 20, 2025 with a deadline of March 3, 2025, but no response was received. (Testimony of Ms. Myers).
16. D.C. Water completed its investigation on March 5, 2025 and determined no adjustment is warranted under D.C. Municipal Regulations 406.2. (Testimony of Ms. Myers).
17. The leak occurred in private space on the customer's side of the meter. (Testimony of Ms. Arrington).

CONCLUSIONS OF LAW

1. The burden of proof is on the customer to show, by a preponderance of evidence, that the decision of D.C. Water is incorrect. (21 DCMR 420.7 and 420.8).
2. D.C. Water is obligated to investigate 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 fixtures 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. Under D.C. Municipal Regulations, when a leak in an underground service pipe is discovered, the General Manager shall determine whether the leak is on public space or private property. If the leak is determined to be on private property or on property 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. 21 DCMR 407.2, 407.4.

DECISION

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

The customer purchased a vacant, gutted property with no intention to use water at the premises. An unforeseen pipe burst in the crawl space caused significant water waste that the customer discovered only after receiving a high usage alert from D.C. Water. The customer acted promptly upon notification by hiring a plumber to repair the leak. The customer has already paid the disputed charges.

Under D.C. Municipal Regulation 406.2, if an investigation discloses leaking faucets, leaking fixtures, or similar leaks, no adjustment will be made to the bill for any portion of the excessive consumption attributable to those leaks. The regulation states that repair of such leaks is the responsibility of the owner or occupant. The key question here is whether a burst pipe in the crawl space constitutes a "similar leak" under Section 406.2.

D.C. Water determined that the burst copper pipe falls within the category of "similar leaks" under Section 406.2. I find this interpretation to be reasonable and supported by the regulations. While Section 406.2 specifically mentions "leaking faucets" and "leaking fixtures," it also includes the broader category of similar household leaks." The inclusion of this catch-all phrase indicates that the regulation was intended to apply to various types of leaks in the customer's home, not just those occurring at faucets and fixtures.

I recognize the customer's argument that this was an accident and that he derived no benefit from the water consumption. Despite these circumstances, I am constrained by the D.C. Municipal Regulations to find that no adjustment is warranted. The regulations do not provide for adjustments based on whether the water use was intentional or beneficial to the customer. Rather,

the regulations place responsibility on property owners for leaks that occur in a customer's home. This allocation of responsibility is reasonable because property owners have control over and access to their private property and infrastructure, while D.C. Water does not.

The customer suggested that some compromise or reduction in the bill would be appropriate given the circumstances. However, D.C. Municipal Regulation 406.2 does not provide for partial adjustments in cases of leaks on private property. The regulation states that "no adjustment will be made to the bill for any portion of the excessive consumption attributable to those leaks." This language is unambiguous and leaves no room for discretionary reductions based on equitable considerations.

In conclusion, while I am sympathetic to the customer's situation, the D.C. Municipal Regulations are clear that property owners are responsible for water consumption resulting from leaks in the home. The burst pipe in the crawl space constitutes a "similar [household] leak" under Section 406.2, and the customer is therefore responsible for the charges associated with the water waste.

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



Carolyn Elefant, Hearing Officer

Date: October 1, 2025

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