

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

IN RE: [REDACTED]
[REDACTED] Plata Street
Clinton, MD 20375

Account No: [REDACTED]
Case No: 20-344510

Service Address:
[REDACTED] Barnes Street, NE

Amounts and Dates in Dispute:
10/5/2019 – 11/16/2019= \$ 479.71
11/7/2019 – 12/5/2019= \$2,657.09

Before Janet W. Blassingame, Hearing Officer
June 16, 2020 at 12:00 Noon.

The customer contested water and sewer bills for the above account for the periods of time noted above. The DC Water and Sewer Authority (DC Water) determined that the charges for the period 10/5/2019 to 11/16/2019 were valid and no basis existed to adjust the account but that the customer had failed to timely dispute the charges incurred for the period 11/7/2019 to 12/5/2019. The customer requested an administrative hearing.

This matter was scheduled for a remote hearing. Present on-line for the hearing were [REDACTED] and on behalf of DC Water were Arlene Andrews, Kimberly Arrington, and Nakeysha Minor.

The property involved is a row house having two (2) bathrooms, one kitchen, and two (2) outside faucets. [REDACTED] stated that the property has been vacant since December 2018 and that construction renovation on the property was started in November 2019 by various skilled family members.

[REDACTED] testified that when the property was occupied by tenants, there had been a plumbing problem and in year 2018, the water and sewer bill was Three Thousand Dollars (\$3,000.00). [REDACTED], further, stated that the tenant caused a clog of a toilet and it resulted in flooding of the bathroom. [REDACTED] stated that she had been informed that she had to get a new toilet. She went on to state that the water inside of the house was turned off in December 2018 when the tenant moved out of the property. She testified that the water was turned off at each household fixture but she was unsure of whether the water was turned off at the main valve. She stated that she believed that the water was turned off at the main valve because she recalled a valve having cold/hot indicators.

[REDACTED] testified that she received high water usage alerts from DC Water regarding the property in October 2019. She stated that the alerts were by text message of a water leak.

██████████ stated that the water and sewer bills for the property had been Twenty-four Dollars (\$24.00) but that the bill received in November 2019, the bill now being disputed, was for over Four Hundred Dollars. ██████████ testified that both she and her husband checked the house inside and outside for any signs of water leaks or related problems and none were found. She further stated that she had a licensed plumber out to the house and the plumber found no leaks but suggested that she call DC Water for an audit. ██████████ stated that by the time she contacted DC Water regarding the high water usage, the utility informed her that no water usage was occurring at the property and, as such, an audit (interior inspection) was not warranted. ██████████ stated that the toilets in the house were changed in November 2019 and that the bathrooms have been renovated because the floor had been too low to connect the new toilets to the drains.

Ms. Andrews interjected that only .07 CCF of water registered used at the property between 5/7/2020 and 6/4/2020.

Ms. Andrews testified that the meter reads were actual and she explained that the meter reads are transmitted on an hourly basis to a data collector. She stated the water meter dial only advances when water goes thru the meter. She stated that the customer has an automated water meter and water meter cannot self-repair. She testified that DC Water conducted a test of the water meter and the meter was determined to have 101.10% accuracy. Ms. Andrew stated that the utility follows the standards set by the American Water Works Association and the accepted range of a water meter for accuracy is 98.5% to 101.50%.

Ms. Andrews stated that when the customer contacted DC Water, the usage had declined so the utility did not conduct an inspection at the property.

██████████ stated that new toilets were installed at the property on November 29, 2019 and usage started to decline. Ms. Andrews testified that the spike in water usage occurred between 11/2/2019 and 11/29/2019. She stated that water usage at the property was completely stopped between 11/29/2019 and 12/1/2020 and, thereafter, registered water usage was extremely minimum.

Ms. Arrington asserted that DC Water changed the water meter at the property on May 20, 2020 and she, too, asserted that, from January 2020 to May 20, 2020, water usage at the property was extremely low or minimum.

Ms. Andrews concluded that based upon the evidence presented, DC Water's position is that the water usage was controlled at the property because usage declined significantly and, as such, the charges are valid and no adjustment is warranted.

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

FINDINGS OF FACT

1. The property involved is a row house owned by [REDACTED]. The property is and has been vacate since December 2018 when the tenant vacated the house. (Testimony of [REDACTED])

2 The period in dispute is 10/5/2019 to 12/5/2019. (Testimony of the parties)

3. There was a significant spike in water usage occurring at the property between 11/2/2019 and 11/29/2019. (Testimony of Arlene Andrews)

4. Prior to the tenant vacating the property in December 2018, the water and sewer bill was extremely high at \$3000.00 and the owner acknowledges that she was told that new toilets were needed at the property. (Testimony of [REDACTED])

5. After the tenant vacated the property, water was turned-off at each household fixture, water usage registering on the water meter was zero thru October 2019 and the customer's water and sewer bill just prior to the periods is dispute was \$24.00. (Testimony of [REDACTED])

6. Water usage begin registering on the water meter and there was a significant spike in water usage between 11/2/2019 and 11/29/2019. (Testimony of Arlene Andrews)

7. Renovation of the property by members of the customer's family started on November 2019. (Testimony of [REDACTED])

8. DC Water sent high water usage alerts (HUNA alerts) to the customer to advise that high water usage was occurring at the property. (Testimony of [REDACTED])

9. Water usage at the property stopped on 11/29/2019. (Testimony of Arlene Andrews)

10. New toilets were installed at the property on 11/29/2019. (Testimony of [REDACTED])

11. DC Water tested the water meter and the water meter was determined to have 101.50% accuracy. (Testimony of Arlene Andrews)

12. DC Water did not conduct an interior inspection of the property because water usage at the property had significantly either declined or stopped by the time that the customer contacted the utility regarding her bill charges. (Testimony of the parties)

CONCLUSIONS OF LAW

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

2. D.C. Municipal Regulations relating to water and sanitation bar adjustment of a customer's bill if excessive water consumption is the result of a leaking faucet, household fixtures, and similar leaks or the malfunctioning water-cooled air conditioning equipment. (21 DCMR 406)

DECISION

The customer failed to establish a prima facie case that more likely than not the bills in dispute were wrong.

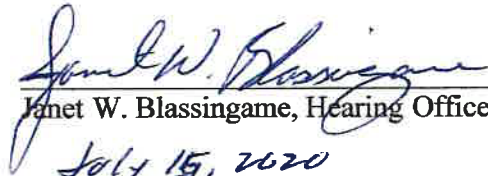
The evidence and testimony established that water usage at the property was extremely high, that the bill for usage was extremely high at the end of the tenant's occupancy of the property in December 2018, that the water was turned off at the fixtures following the tenant's departure and that the owner was told and understood that she needed to replace the toilets within

the property. The evidence and testimony, further, established that renovations were started at the property in November 2019, that water usage started at the property in November 2019 and that DC Water started sending out high water usage alerts to the owner advising of high water usage occurring at the property. DC Water established that very high water usage occurred at the property between 11/2/2019 and 11/29/2019 and that water usage stopped at the property on 11/29/2019 which was the date that the owner testified that new toilets were installed at the property. Lastly, DC Water established that the water meter at the property was functioning within accepted range of water meter accuracy.

Based upon the foregoing, it is the conclusion of the Hearing Officer that more likely than not the high water usage that occurred at the property was caused by a toilet problem that existed in the house as early as December 2018 prior to departure of the tenant, that more likely than not water to a defective toilet was restored when individuals returned to the house to renovate the property and that the toilet or toilet(s) caused the high water usage or loss when the water was turned on to the toilets. Significantly, the water usage stopped at the property on the same day that the owner testified that the toilets were replaced and that fact is the basis of the Hearing Officer's conclusion that the toilet(s) were the cause of the water usage.

21 DCMR 406 dictates that DC Water cannot adjust a customer's bill for excessive water usage caused by a household fixture such as a toilet.

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


Janet W. Blessingame, Hearing Officer
July 15, 2020
Date

Copy to:


Plata Street
Clinton, MD 20375

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

IN RE: [REDACTED]
[REDACTED] T Street, NW
Washington, DC 20001

Account No: [REDACTED]
Case No: 20-345164

Amount in Dispute: \$688.84

Before Janet W. Blassingame, Hearing Officer
June 11, 2020 at 12:00 Noon

The customer contested a water and sewer bill for the above account for the period December 12, 2019 to February 12, 2020. The DC Water and Sewer Authority (DC Water) determined that the charges were valid and no adjustment was warranted. The customer requested an administrative hearing.

This matter was scheduled for a remote hearing on June 11, 2020. Present on-line for hearing were [REDACTED] on behalf of [REDACTED] and Kimberly Arrington, Arlene Andrews and Nakeysha Minor on behalf of DC Water.

The property involved is a residence owned and occupied by [REDACTED], age 76 years, who has lived in the house for the past forty-eight (48) years. Ms. [REDACTED] is Ms. [REDACTED]'s mother. Ms. [REDACTED] stated that her mother has dementia and lives alone but that she comes to the home everyday to care for her mother. The property has two and one-half (2 ½) bathrooms, two (2) kitchens and one outside faucet.

Ms. [REDACTED] stated that she has seen that her mother's water and sewer bill charges have been fluctuating starting toward the end of year 2019. Ms. [REDACTED] stated that she has looked in all the bathrooms and saw no leaks. She stated that no plumbing work has been performed in the house for years. She, also, stated that she did not call a plumber to investigate the problem.

Ms. Arrington stated that the customer's recent water and sewer bills were as follows:

<u>Bill Date</u>	<u>Charge</u>	<u>Usage</u>
5/13/2020	\$172.49	10.14 CCF
4/13/2020	\$158.26	9.10 CCF
3/11/2020	\$134.44	7.36 CCF
11/13/2019	\$162.37	9.40 CCF

And that the bill in dispute reflects 59.64 CCF having been used between 12/12/2019 and 2/12/2020.

Ms. [REDACTED] reemphasized that she comes to her mother's home everyday and she has not seen anything regarding wetness or plumbing problems.

Ms. [REDACTED] testified that a DC Water service technician inspected the home on March 2, 2020 and no leaks were detected. She stated that the service technician performed dye tests.

Ms. Arrington interjected a suggestion that Ms. [REDACTED] contact the D.C. Mayor's Office for information regarding covid-19 pandemic help; she, also, told Ms. [REDACTED] of the existence of the CAP program which might be available to her mother for assistance with payment of her water and sewer charges.

Ms. Andrews testified that the customer's water meter reads are actual and that the reads are transmitted by a MTU device on an hourly basis.

Ms. Andrews stated that DC Water attempted to send the customer high water usage alerts (HUNA alerts) since December 2019 however, the utility did not have contact information. Ms. Hardy responded by providing her phone number for future text message alerts.

Ms. Andrews stated that a water meter's dials only advance when water is passing thru the meter and that is because water is being used. She asserted that there is no misreading on automated water meters. She stated that DC Water tested the water meter and the water meter was determined to have 101.43% accuracy which is within the accepted accuracy standard for water meters as established by the American Water Works Association. She stated that the standard of acceptable accuracy is 98.5% to 101.50%.

Ms. Andrews testified that a spike in water usage was recorded occurring at the property between October 1, 2019 and February 3, 2020. Ms. Arrington interjected that, even since a new water meter has been in place at the property, there has been continuing fluctuation in the customer's usage of water. Ms. Andrews suggested that the customer check the toilets in the home.

Ms. Andrews asserted that no adjustment of the customer's account is warranted because the test findings are inconclusive. She stated that an underground leak is ruled out because usage caused by an underground leak is continuous and the water usage would not stop.

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 residence owned and occupied by [REDACTED] who lives alone. (Testimony of [REDACTED])
2. The period in dispute is December 12, 2019 to February 12, 2020 (Testimony of the parties)
- 3 There was a significant spike in water usage at the property between October 1, 2019 and February 3, 2020. (Testimony of Arlene Andrews)
4. DC Water attempted to send a HUNA alert of high-water usage occurring at the property however utility lacked contact information on file for the customer. (Testimony of Arlene Andrews)

5. A DC Water service technician inspected the property for leaks on March 2, 2020 and no leaks were found. (Testimony of [REDACTED])

6. DC Water tested the water meter and the water meter was determined to have 101.43% accuracy. (Testimony of Arlene Andrews)

7. Ms. [REDACTED] noticed that water usage at the property was fluctuating over the course of several months prior to the spike in usage and she conducted her own inspection of the house but found no leaks or visible plumber problems. (Testimony of [REDACTED])

8. Based upon meter reads from the property, the customer's water usage continues to fluctuate after replacement of the water meter. (Testimony of Kimberly Arrington)

CONCLUSIONS OF LAW

1. The burden of proof is on the customer to show, by a preponderance of evidence, that the decision of DC Water is incorrect. (21 DCMR 420.7 and 420.8)
2. DC Water is obligated to investigate a challenge to a bill by doing any or all of the following:
 - (a) Verify the computations made in the formulation of the water and sewer charges;
 - (b) Verify the meter reading for possible meter overread or doubtful registration;
 - (c) If feasible, check the premises for leaking fixtures, underground invisible leaks, and house-side connection leaks;
 - (d) Check the meter for malfunction;
 - (e) Check the water-cooled air conditioning system, if any, for malfunction; and
 - (f) Make a reasonable investigation of any facts asserted by the owner or occupant which are material to the determination of a correct bill.
See, 21 DCMR 403.
3. D.C. Municipal Regulations bar adjustment of a customer's bill when all checks and tests provide no reasonable explanation for excessive water consumption. (See 21 DCMR 408 which states: "In cases in which all checks and tests result in inconclusive findings that provide no reasonable explanation for excessive consumption, no adjustment shall be made to the bill for any portion of the excessive consumption, except as may be approved by the General Manager, based upon a demonstration by the owner or occupant that such an adjustment will further a significant public interest.")

DECISION

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

The evidence and testimony established that the customer had been and is experiencing above normal water usage since late year 2019 and that fluctuation continues regarding water usage at the property even though usage has declined since a spike occurred between October 1, 2019 and February 3, 2020.

DC Water conducted an interior inspection of the property and no leaks were found. The inspection, however, took place after water usage declined from that which occurred during the spike period which ended February 3, 2020. The inspection occurred on March 2, 2020. Likewise, Ms. [REDACTED] looked for and did not detect any plumbing problems in the home. DC Water, further, conducted a meter test and the water meter was determined to be functioning within accepted perimeters for water meter accuracy. Lastly, the new water meter at the property continues to register usage fluctuation.

DC Water suggests that, based upon the fluctuation in water usage occurring at the property, a toilet is suspected as the cause of increased consumption.

While the cause of the increased water usage has not been determined and a cause is only speculated, the evidence is clear that increased water usage is occurring at the property with usage spiking and declining but continuing to fluctuate.

In cases such as presented herein, when tests and checks do not find the cause of excessive water consumption at a property, the Municipal Regulations bar DC Water from adjusting the customer's bill for the increased water usage. (See, 21 DCMR 408) The evidence proved that DC Water's equipment was functioning properly and that there was no underground leak as a possible cause of increased water usage occurring at the property. Ultimately, the property owner and/or occupant is responsible for water usage occurring at his/her property and, in this instance, the customer must pay the service charges for no basis can be found to relieve her of the responsibility.

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

By: Janet W. Blassingame
Janet W. Blassingame, Hearing Officer
Date: July 15, 2020

Copy to:

Ms. [REDACTED]
Ms. [REDACTED]
[REDACTED] T Street, NW
Washington, DC 20001

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

IN RE: [REDACTED]
[REDACTED] D Street, SE
Washington, DC 20019

Account No: [REDACTED]
Case No: 20-275522

Amounts and Dates in Dispute:
5/21/2019 – 6/20/2019= \$ 367.74
10/22/2019 – 11/20/2019= \$309.74
9/20/2019 – 10/21/2019= \$272.01

Before Janet W. Blassingame, Hearing Officer
June 16, 2020 at 10:00 a.m.

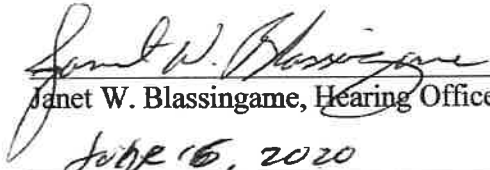
ORDER OF CONTINUANCE

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

This matter was scheduled for a remote hearing to begin at 10:00 a.m. on June 16, 2020. Present on-line for the hearing on behalf of DC Water were Arlene Andrews, Kimberly Arrington and Nakeysha Minor. The customer was afforded a grace period to log-in for the hearing, however, when the customer failed to either log-in or telephone after twenty minutes, a DC Water representative telephoned the customer. Ms. [REDACTED] answered her telephone and she requested that the hearing be continued. Ms. [REDACTED] represented that the Hearing Notice had been sent to her work email address and due to the on-going virus pandemic, she was working at home and did not receive the notice. On behalf of DC Water, Ms. Andrews stated that DC Water did not object to a continuance.

Based upon the foregoing representations, the customer's request for a continuance is hereby GRANTED. DC Water shall reschedule this matter for hearing on the next available hearing calendar.

1.


Janet W. Blassingame, Hearing Officer
July 16, 2020
Date

Copy to:


 D Street, SE
Washington, DC 20019

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

IN RE: [REDACTED]
[REDACTED] D Street, SE
Washington, DC 20019

Account No: [REDACTED]
Case No: 20-275522

Amounts and Dates in Dispute:
5/21/2019 – 6/20/2019= \$367.74
10/22/2019 – 11/20/2019= \$309.74
9/20/2019 – 10/21/2019= \$272.01

Before Janet W. Blassingame, Hearing Officer
June 24, 2020 at 10:00 a.m.

The customer contested water and sewer bills for the above account for the periods of time noted above. The DC Water and Sewer Authority (DC Water) determined that no basis existed to adjust the account. The customer requested an administrative hearing. The parties report that the dispute bill for the period 5/21/2019 to 6/20/2019 has been resolved and is no longer a subject for this administrative hearing.

This matter was originally scheduled for a remote hearing on June 16, 2020 and was continued per the request of the customer and consent of DC Water. This matter was rescheduled for hearing on June 24, 2020. Present on-line for the hearing on behalf of DC Water were Arlene Andrews, Kimberly Arrington and Nakeysha Minor; the customer, [REDACTED] called in for the hearing.

The property involved is a townhome owned and occupied by [REDACTED] with her two (2) children. The house has three and one-half (3 ½) bathrooms, one kitchen, washing machine and two (2) outside faucets. Ms. [REDACTED] has lived in the home for seven (7) years and reports that her water and sewer bill generally ranges between Seventy Dollars (\$70.00) and One Hundred Twenty Dollars (\$120.00) per billing cycle.

Ms. [REDACTED] testified that she did not notice anything different in her home prior to receiving the October bill from DC Water but upon receiving the bill, she had a plumber inspect the home and no leaks were found. She stated that the inspection was performed by Roto-Rooter sometime toward the end of October 2019 after she received the bill from DC Water. Ms. [REDACTED] stated that DC Water came out to inspect the home on July 15, 2019 and that the service technician conducted an inspection of the inside of the house and the exterior of the house and no leaks were found. The customer stated and DC Water's representatives confirmed that the utility adjusted the customer's June 2019 charges because water usage had declined and the bill charges were under Five Hundred Dollars (\$500.00). According to Ms. Andrews, the customer was instructed to hire a plumber. Ms. [REDACTED] stated that, per DC Water's instruction, she hired Roto-Rooter as she previously stated, and they found nothing wrong in her house.

Ms. [REDACTED] stated that DC Water conducted an underground inspection at her house in either October or November 2019 and the service technician told her that the MTU device was not transmitting. She stated that a service representative told her that her bill was based upon an actual meter read but the MTU was not transmitting. Ms. Arrington interjected that the MTU was not defective but was not transmitting and a service technician had read the customer's meter. Ms. [REDACTED], then, countered that the service representative with whom she spoke in her call-in to the DC Water could not provide meter reads from her property and as such, she questions the existence of meter reads; Ms. Arrington responded that the utility did not have daily meter reads from the property.

Ms. [REDACTED] complained that she had to wait a whole billing cycle before she could learn about her water usage occurring in the home.

Ms. Arrington asserted that the customer's water usage has not decreased since a new water meter has been placed at the property. Ms. Andrews stated that a new water meter was placed at the property on December 16, 2019.

Ms. [REDACTED] asserted that it is frustrating that she must keep telephoning DC Water regarding her usage. She stated that when the service technician was at her property, the technician merely took off the meter lid/plate and told her that the MTU was defective. She asserted that the service technician did nothing else during the purported underground inspection and did not have her turn off the water nor did the technician turn off the valve at the meter. Ms. Arrington refuted the customer and stated that the service technician did turn off the water on December 11, 2019.

Ms. Andrews stated that the water meter was changed on December 6, 2019, as was the MTU. Ms. [REDACTED] stated that the utility did not change the location of the water meter so she questions that the previous MTU was defective since, where the meter is located, no trees are obstructing transmissions by a MTU.

Ms. Andrews stated that the utility obtained meter reads from the property on October 21, 2019 and November 20, 2019.

Ms. [REDACTED] stated that she called a plumber again because her water and sewer bill remains extremely high. She stated that she actually called her Dad who does plumbing work and her father, also, could not find anything leaks. Ms. [REDACTED] asserted that she has done everything she could do to identify a cause of the increased water usage and she has found nothing amiss. She asserted that she believes that the increased usage is being caused by an underground leak. She testified that she has changed the toilet handles and flappers of the toilets, checked outside faucets, checked her washing machine and hot water heater, all the faucets and still has found nothing wrong.

Ms. Andrews testified that once DC Water changed the water meter on December 6, 2019, the utility has been receiving hourly meter reads from the property. Ms. Andrews stated that she sent to the customer meter reads from the property and she instructed Ms. [REDACTED] as to how she could go on-line to her account and see daily meter reads from her property. Ms.

Andrews stated that she had the conversation with Ms. [REDACTED] on December 18, 2019 regarding her on-line account usage. Ms. [REDACTED] responded that she remembers the conversation with Ms. Andrews, however, thereafter she still could see her water usage on-line and she called DC Water and was told that the problem required a ticket to be dealt with by another department. Ms. Arrington interjected that the problem is not dealt with by another department but that IT within Customer Service deals with such problems and the customer's issue was sent to IT. Ms. Andrews acknowledged that Ms. [REDACTED] call back to DC Water on the next day- December 19, 2019 after her conversation regarding the on-line account to see water usage.

Ms. [REDACTED] reiterated that she believes that the high-water usage is the result of an underground leak. Ms. Andrews responded that the utility has billed upon actual water used at the property and that an inspection was not done for an underground leak and no underground leak was found. Ms. Andrews asserted that based upon DC Water's investigation, she concludes that the increased water usage must be internal. Ms. Andrews testified that DC Water tested the water meter and the meter was determined to have 100.7% accuracy. Ms. Andrews, then, referenced the customer's monthly water usage to have been as follows:

5/20/19	7.49 CCF
6/20/19	26.91 CCF
7/19/19	5.2 CCF
8/20/19	6.16 CCF
9/19/19	6.76 CCF
10/21/19	18.08 CCF
11/20/19	20.15 CCF
12/19/19	6.38 CCF
1/21/20	30.58 CCF
2/21/20	16.59 CCF
3/19/20	28.49 CCF

Ms. Andrews asserted that the tests and checks performed at the property were inconclusive as to finding a cause of the increased water usage and as such, no basis exists for adjusting the customer's account. She added that underground leaks are continuous usage and Star reads from the customer's property show intermittent stops of water usage occurring at the property. In referring to the meter reads from the property, Ms. Andrews pointed out that on various days, water usage stops for a few hours during the day. She stated that water usage does not occur for a few hours and, then, starts again, Ms. Andrews suggests that there may be a leak in a wall or crawl space which is not visible to the naked eye but because usage starts and stops, she contends that the usage is being controlled at the premises and cannot be an underground leak because underground leaks do not stop until repaired.

Ms. [REDACTED] asserted that she has no water damage and she cannot see any water inside or around her house. Ms. Andrews reasserted that whatever is causing the water usage, its at the premises and not due to faulty equipment or an underground leak. The Hearing Officer, in looking thru the meter reads from the property, noted that the customer had a long period of no water usage registering on the water meter on December 11, 2019. The Hearing Officer further noted that the customer's water usage can be observed as occurring on and off because the meter

reads are on an hourly basis. Ms. Andrews added that one can see on the meter reads that yesterday- June 23, 2029 that water was registering on the water meter each hour until 3:00 a.m. when usage stopped. Ms. Arrington interjected that maybe a toilet flapper is sticking in a bathroom that is not used daily.

Ms. [REDACTED] stated that she would like to see her hourly meter reads and Ms. Andrews agreed to send her meter reads from April 8, 2020 to the present.

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

FINDINGS OF FACT

1. The property involved is a single-family residence owned by [REDACTED].
(Testimony of [REDACTED])
2. The period in dispute is 9/20/2019 to 11/20/20. (Testimony of the parties)
3. Starting in October 2019, the customer has experienced fluctuating increased water usage which ranged from 18.08 CCF to 6.38 CCF with the highest consumption occurring at 30.58 CCF billed on January 21, 2020 and the lowest consumption occurring at 6.38 CCF billed on December 19, 2020. The customer's latest billed usage was 28.49 CCF on March 19, 2020.
(Testimony of Arlene Andrews; DC Water Star Meter Reads)
4. DC Water conducted interior inspection of the property and no leaks were found.
(Testimony of the parties)
5. DC Water sent a service technician to conduct an underground inspection at the property and the MTU was found not to be transmitting. (Testimony of [REDACTED])
6. DC Water changed the water meter and the MTU on December 6, 2019. (Testimony of Arlene Andrews)
7. Prior to December 2019 DC Water was obtaining meter reads from the property by sending a service technician to obtain a meter read for billing purposes. (Testimony of Kimberly Arrington)
8. DC Water tested the water meter and the water meter was determined to have 100.7% accuracy. (Testimony of Arlene Andrews)
9. The customer hired a plumber to inspect the property and no leaks were detected and the customer had her father, also, inspect the property and no leaks were found. (Testimony of [REDACTED])
10. DC Water rules out the existence of an underground leak as a cause of the increased water usage occurring at the property because underground leaks are continuous and do not stop until repaired and the usage occurring at the customer's home is running for hours but stopping intermittently. (Testimony of Arlene Andrews; DC Water Star Meter Reads)
11. The customer has done investigative acts in her effort to identify the cause of the increased water usage, but her efforts have been to no avail. The customer has changed flappers and toilet handles as well as checked her hot water heater and washing machine among other things in and about the house. (Testimony of [REDACTED])

CONCLUSIONS OF LAW

1. The burden of proof is on the customer to show, by a preponderance of evidence, that the decision of DC Water is incorrect. (21 DCMR 420.7 and 420.8)
2. DC Water is obligated to investigate a challenge to a bill by doing any or all of the following:
 - (a) Verify the computations made in the formulation of the water and sewer charges;
 - (b) Verify the meter reading for possible meter overread or doubtful registration;
 - (c) If feasible, check the premises for leaking fixtures, underground invisible leaks, and house-side connection leaks;
 - (d) Check the meter for malfunction;
 - (e) Check the water-cooled air conditioning system, if any, for malfunction; and
 - (f) Make a reasonable investigation of any facts asserted by the owner or occupant which are material to the determination of a correct bill.
See, 21 DCMR 403.
3. D.C. Municipal Regulations bar adjustment of a customer's bill when all checks and tests provide no reasonable explanation for excessive water consumption. (See 21 DCMR 408 which states: "In cases in which all checks and tests result in inconclusive findings that provide no reasonable explanation for excessive consumption, no adjustment shall be made to the bill for any portion of the excessive consumption, except as may be approved by the General Manager, based upon a demonstration by the owner or occupant that such an adjustment will further a significant public interest.")

DECISION

The customer in this matter failed to establish that more likely than not the bill being disputed was incorrect.

The evidence and testimony established that high water consumption is/was occurring at the customer's property starting in October 2019 and up to the date of the hearing and that water consumption is fluctuating by running for several hours then stopping intermediately for periods of time and then re-starting and running continuously for hours again. DC Water established that its water meter was properly recording water used at the home and the utility presented meter reads from the property reflecting the pattern of water usage and its fluctuation. Lastly, the utility explained and presented documents in support of its conclusion that an underground leak did not cause the increased water usage occurring at the property.

The customer testified as to her efforts to find the cause of the increased usage to include her hiring of a plumber, her own inspections, her father's inspection and the changing of various elements of the toilets, all of which did not reveal a cause of the increased water usage.

The utility speculated that the cause of the increased usage could be a leak within a wall or in a crawl space making the leak invisible to a naked eye inspection.

In instances where the utility's equipment is found to be operating properly and the cause of high-water consumption is undetermined, the municipal regulations bar DC Water from adjusting the customer's account for high water consumption. (See, 21 DCMR §408)

The customer repeatedly asserted her belief that an underground leak may be the cause of the increased water usage occurring at the property and she testified that the service technician failed to conduct a thorough inspection for an underground leak after finding that the MTU was not operational at the property. Based upon the customer's description of the service technician's actions in conducting the underground inspection, Hearing Officer finds the customer's testimony credible and that more likely than not the service technician failed to conduct a proper underground inspection. However, the evidence does not support a finding of the existence or possible existence of an underground leak because of the meter reads showing that there are periods of time that water usage stops at the property, even though, overall water usage is high. DC Water explained the nature of underground leaks and presented meter reads from the property that are clear counter-indications of the existence of an underground leak. As such, the failure of the technician to conduct a thorough underground leak in not relevant to a decision in this matter because even if the utility were to send another technician to conduct an underground inspection based upon the evidence presented, an underground leak can be ruled out as a cause of the increased usage without an inspection being performed.

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

By: Janet W. Blassingame
Janet W. Blassingame, Hearing Officer
Date: July 15, 2020

Copies to:

Ms. [REDACTED]

[REDACTED] D Street, SE

Washington, DC 20019

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

IN RE: [REDACTED]
[REDACTED] Georgetown Pike
McClellan, VA 22102

Service Address:
[REDACTED] Taylor Street, NW

Account No: [REDACTED]
Case No: 20-314624

Amount in Dispute: \$740.63

Before Janet W. Blassingame, Hearing Officer
June 9, 2020 at 12:00 Noon

This matter came for hearing upon a bill dispute for the period 11/15/2019 to 12/12/2019. The customer called DC Water on November 12, 2019 having been billed in August 2019 and the DC Water and Sewer Authority (DC Water) determined that the dispute was untimely regarding the August bill. DC Water recognized the customer's dispute of bill charges for the period 11/15/2019 to 12/12/2019 and determined that the charges were valid and no basis exists for adjustment of the customer's account. The customer requested an administrative hearing.

This matter was scheduled for a remote hearing on June 9, 2020. Present on-line for the hearing were: [REDACTED] and on behalf of DC Water were Arlene Andrews, Kimberly Arrington and Nakeysha Minor.

The property involved is a single-family home purchased in, either, May or June 2019 by the customers. Mr. [REDACTED] testified that the property was vacant when purchased and after purchase, the house was gutted for renovation. Mr. [REDACTED] stated that demolition started, probably, in July 2019 and that water was used in the house for two (2) months during the demolition process. He stated that, after the house was gutted, the water was shut-off and all piping was removed. At purchase, the house had three (3) bathrooms, one kitchen, no outside faucets and no radiators. The customer stated that DC Water shut off water service to the property on December 4, 2019 and the bill dated January 17, 2020 reflects no water usage. Mr. [REDACTED] stated that the water and sewer charge for the property on the bill dated September 24, 2019 was \$376.51 and the prior charges for August and July billing cycles had been \$119.71 and \$109.19, respectively.

Ms. Andrews asserted that the customer failed to timely dispute the bill charges for the period in dispute. She stated that the customer contacted DC Water on November 12, 2019 before he was billed. Mr. [REDACTED] stated that he was not billed in October 2019 and was next sent a bill on December 23, 2019 which reflected charges for the period November 15, 2019 to December 12, 2019, the period at issue. Ms. Andrews asserted that the customer was sent a bill in November 2019 dated November 27, 2019 for the period September 14, 2019 to November 14, 2019 for the total amount of \$2616.35 of which \$1,947.34 was the current charge. Mr.

██████████ stated that he either did not receive the November 2019 billing statement or he did not see the bill. Mrs. ██████████ interjected that she does not remember a November 2019 bill. Ms. Andrews stated that the customer called DC Water on November 12, 2019 at which time the utility offered to conduct an underground inspection but, also, informed the customer that a dispute of the September bill was untimely. Ms. Andrews pointed out that a customer has 10 days to dispute charges if the customer does not pay the bill and, in this case, the customer did not pay the bill. Ms. Andrews testified that the customer next called the utility on December 3, 2019.

Mr. ██████████ asserted that on December 4, 2019 the water valve was shut-off and there was no evidence of water in the house. He stated that there was no water anywhere in the house and that a DC Water service technician told him that there might be a leak between the street and the house. Mr. ██████████ asserted that a water leak outside should have sunk the house but there was no evidence of water loss. Mrs. ██████████ stated that she was told that no leak was found on December 30, 2019.

Ms. Andrews stated that registration was found on the water meter by a service technician on December 4, 2019 when the utility came out to shut-off water service to the property. She stated that the water valve was turned off by the utility and that the water service put on a CC valve at the property. She stated that on December 30, 2019, the service technician found no leaks and that no determination was made of responsibility.

Ms. Arrington stated that it is not clear if the water valve was turned back on. She stated that DC Water did not put on a CC valve and she contends that the water went back into the sewer system because usage showed on the meter.

Mr. ██████████ reiterated that water was not being used at the property and he asked, if it was, where did the water go?

Ms. Andrews asked Mr. ██████████ did he hire a plumber to inspect the property and he replied- No.

Ms. Andrews stated that the water meter reads are actual and were transmitted by a MTU device on the water meter. She testified that water usage at the property stopped on December 4, 2019 between 9:00 am and 10:00 am but prior thereto, there was continuous registration of water being used at the property. Ms. Andrews testified that water usage at the property started on August 9, 2019.

According to Ms. Andrews, the DC Water crew at the property on December 30, 2019 did not turn on the water to conduct the underground test.

Ms. Andrews stated that DC Water tested the water meter and the meter was determined to have 100.86% accuracy.

Ms. Andrews speculated that the customer's contractor may have mistakenly turned the water on when the intent was to turn the water off. Ms. Andrews pointed out that the customer

had said that the contractor was in the property and that he had the contractor shut off the valve in August or September.

Mr. [REDACTED] stated that it was the building valve that was shut-off.

Ms. Andrews cited 21 DCMR 408.1 which relates to inconclusive findings after tests and checks are conducted to determine the cause of excessive water usage or loss. She stated that it was DC Water's position that the water used was controlled internally at the property because the usage stopped.

Mr. [REDACTED] re-emphasized that no one lives in the house and that there were no toilets at the property.

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

FINDINGS OF FACT

1. The property involved is/was a vacant single-family residence purchased in May or June 2019 by the customer with the intent to renovate the property. (Testimony of [REDACTED]).

2. The customer was unclear on when demolition of the property started stating that it was before September 2019 and was probably in July 2019; the customer stated that the demolition took two (2) months and during the demolition, his contractor used water within the house. (Testimony of [REDACTED])

3. The customer was billed for water usage at the property up thru the billing cycle ending December 12, 2019 (Bill Summary dated December 23, 2019). (Testimony of the parties)

4. DC Water shut-off water service to the property on December 4, 2019 and the customer's in January 2020 bill from DC Water reflected no water usage at the property. (Testimony of the parties)

5. The customer believed that, following completion of the demolition work within the house, his contractor turned off the water within the property; the customer did not observe any leaks within the house and did not see any evidence of water outside of the house. (Testimony of [REDACTED])

6. When DC Water was at the property to shut-off service, a service technician said the water usage at the property might have been caused by an underground leak. (Testimony of [REDACTED])

7. The customer was billed for water service in July 2019 and again in August 2019, but, did not receive a bill in October 2019 from DC Water. DC Water billed the customer was in November 2019 for an extended billing period of September 14, 2019 to November 14, 2019 (Bill dated November 27, 2019). (Testimony of the parties)

8. The customer contacted DC Water on November 12, 2019 regarding water service charges and was told that his dispute of bill charges was untimely. (Testimony of Arlene Andrews)

9. DC Water billed the customer for service for the period September 14, 2019 to November 14, 2019 however the customer does not recall receiving the bill and did not pay the charges which were reflected on the bill dated November 27, 2019 in the amount of \$1,947.43 current charges and total amount due of \$2,616.35. (Testimony of the parties)

10. DC Water acknowledged the customer's dispute of bill charges reflected on the bill dated December 23, 2019 for the period November 15, 2019 to December 12, 2019. (Testimony of the parties)

11. DC Water tested the water meter and the meter was determined to have 100.86% accuracy. (Testimony Arlene Andrews)

12. Water usage registered on the property's water meter starting August 9, 2019 and stopped December 4, 2019. (Testimony of Arlene Andrews; DC Water Meter Reads)

13. DC Water had service technician at the property on December 4, 2019 to turn-off service and on December 30, 2019 to conduct an underground inspection. (Testimony of the parties)

14. When DC Water was at the property on December 4, 2019 the service technician found registration on the water meter. (Testimony of Arlene Andrews)

CONCLUSIONS OF LAW

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

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

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

See, 21 DCMR 403.

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

DECISION

The customer in this matter failed to establish that more likely than not the bill being disputed was incorrect.

The evidence and testimony established that high water consumption was occurring at the customer's property between August 9, 2019 and December 4, 2019. The customer's position was that the property was vacant and to his knowledge the water was shut-off and there was no evidence of leaks, water damage or water evidence in or outside of the property. DC Water presented evidence and testimony substantiating water usage as registered on the water meter. The utility could document when the usage began and when the usage ended. The utility tested the water meter and the meter was determined to be functioning within accepted accuracy standards for a water meter. The utility, further, tested for the existence of an underground leak and no leak was found.

The customer testified that the property was undergoing demolition which he thought started in July 2019. The customer testified that the demolition lasted for two (2) months. The customer, further, testified that the contractor used water within the house during the demolition process. As such, the customer's argument that the property was vacant has no merit in support of assertions that water was not used at the property. The customer, further, testified that he instructed the contractor to turn the water off at the property, but DC Water presented meter reads from the property showing continuous water usage starting on August 8, 2019 and only ending when the utility shut-off service to the property on December 4, 2019.

Because the customer was unsure of the starting date of demolition at the property and combined with his testimony that the contractor used water at the property for the demolition work, the Hearing Officer finds it is very probable that the demolition work started on or about August 8 2019, or, August 8, 2019 was when the contractor starting using water at the property. The Hearing Officer, also, finds it very probable that the contractor, contrary to the customer's instruction, did not turn off the water when the demolition ended.

DC Water determined that the water was controlled within the premises and the evidence supports the utility. In the investigation, the water meter was found functioning accurately and there was no evidence of an underground leak, but, when the water service was turned off, the water usage stopped.

In instances where the utility's equipment is found to be operating properly and the cause of high-water consumption is undetermined after all tests and checks have been performed, the Municipal Regulations bar DC Water from adjusting the customer's account for high water consumption. (See, 21 DCMR §408)

Ultimately, the property owner is responsible for what occurs at his/her property and in this case, nothing was presented to relieve the owner of responsibility for payment of the water and sewer charges incurred or disprove that the water usage as charged by the utility did not occur or was incorrect. Accordingly, the determination by DC Water that the charges were valid and no basis exists to adjust the customer's account is hereby AFFIRMED.

By: *Janet W. Blassingame*
Janet W. Blassingame, Hearing Officer

Date: July 15, 2020

Copies to:

[REDACTED]

[REDACTED] Georgetown Pike
McLean, VA 22102

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

IN RE: [REDACTED]
[REDACTED] Nash Place, SE
Washington, DC 20019

Case No: 20-288718

Service Address:
[REDACTED] N Street, SE

Account No: [REDACTED]

Amounts and Dates in Dispute:
9/25/2019 – 10/23/2019= \$311.27
10/24/2019 – 11/25/2019= \$454.81

Before Janet W. Blassingame, Hearing Officer
June 11, 2020 at 10:00 a.m.

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

This matter was rescheduled for a remote hearing on June 11, 2020. Present on-line for the hearing were [REDACTED] and on behalf of DC Water were Arlene Andrews, Kimberly Arrington and Nakeysha Minor.

The property involved is a single-family home occupied by the mother of [REDACTED]. Mr. [REDACTED] stated that he has owned the house since May 1997 and his mother has lived there, alone, since year 2006. He stated that his mother is 81 years old. The house has three (3) bathrooms, two (2) kitchens, two (2) outside faucets and a washing machine. The water and sewer bills, generally, range between Ninety Dollars (\$90.00) and Ninety-five Dollars (\$95.00) per billing cycle.

Mr. [REDACTED] testified that there are no plumbing issues at the property. He stated that there are no leaks and he pointed out that the home has been under a Home Service Warranty since 1997 and a plumber has been under contract for the past four (4) years. Mr. [REDACTED] stated that recent plumbing repairs have been that the condensation pump was flushed for the A/C-HVAC system, the master bathroom drain was snaked, and the shower heads were replaced in the master and guest bathrooms.

Mr. [REDACTED] testified that his mother called him when she received the water bill and he, too, was alarmed, so he checked and looked around the house but did not see anything wrong. He added that he turns the outside faucets off each winter. He stated that his mother called DC Water to request a service technician to inspect the home. Ms. [REDACTED] stated that he paid the bill even though he thought the bill was in error.

Mr. █████ stated that a DC Water service technician came out to inspect for interior leaks on November 6, 2019. He stated that the technician performed dye tests and no leaks were found. Mr. █████ pointed out that the high usage stopped on the same day as the interior inspection was performed. Mr. █████ stated that he was told by DC Water that high usage occurred between two (2) billing cycles and that the high usage occurred October 8, 2019 to November 6, 2019. Mr. █████ stated that he did not call a plumber because he did not personally see anything amiss and DC Water's technician had performed dye tests and did not detect any leaks.

Mr. █████ stated that he believes that the charges were an error. He asserted that neither the owner nor tenant caused the high usage charged. Mr. █████ testified that subsequent bills were:

2/26/2020 to 3/24/2020	\$138.15
3/25/2020 to 4/22/2020	\$143.91 (estimated)
2/26/2020 to 3/12/2020	\$281.41
3/13/2020 to 5/22/2020	\$281.40

Ms. Arrington interjected that two (2) meters were reflected on the customer's bill for the period 3/13/2020 to 5/22/2020 because the utility removed the water meter for testing and a new water meter was placed at the property on March 13, 2020. She stated that the bill dated 5/29/2020 was adjusted for the period 2/26/2020 to 5/22/2020 and the customer was given a credit on the bill.

Ms. Arrington explained that DC Water was delayed in receiving meter reads from the property because when a new meter is placed at a property, the MTU device must be connected. She asserted that the utility may estimate a customer's water usage and even when the MTU is not transmitting meter reads, the water meter, still, is registering water usage at the property.

Mr. █████ asserted that the charges during the disputed periods are not based upon actual meter reads.

Ms. Andrews stated that the leak period was between October 8, 2019 and November 6, 2019 and by the time the inspection occurred at the property, the high-water usage had stopped.

Ms. Andrews, referring to the Star Meter Reads from the property, pointed out that the dials on the water meter were moving every hour. She referred to pages 29 – 44 of the meter reads. Ms. Andrews further stated that the utility did not conduct an underground leak inspection because usage at the property decreased. Ms. Andrews asserted that often high-water usage is caused by a toilet flapper.

Ms. Andrews testified that the utility tested the water meter and the meter was determined to have 101.435 accuracy which is within the accepted range of accuracy of water meter as established by the American Water Works Association. Ms. Andrews stated that the accepted accuracy range for water meter is 98.5% to 101.5%.

When asked if there was any bathroom less frequently used in the house, Mr. [REDACTED] stated that his mother uses all the bathrooms. He emphasized that his mother is very active senior and she utilizes her entire house.

Ms. Andrews stated that the investigation by DC Water did not disclose overread by the meter or that the water meter was faulty. She pointed out that when tests and checks result in inconclusive findings, no adjustment is warranted pursuant to 21 DCMR §408.1.

Mr. [REDACTED] stated that he disagrees with Ms. Andrews conclusions and that the anus is being put on the customer. He stated that he diligently looked at all possibilities and found no problem.

Ms. Andrews retorted that the water usage was controlled internally at the property and no adjustment is warranted.

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

FINDINGS OF FACT

1. The property involved is a single-family home occupied by [REDACTED]'s mother. (Testimony of [REDACTED])
2. The period in dispute is 9/25/2019 to 11/25/2019. (Testimony of the parties)
3. There was a significant increase in water registering on the water meter between 10/8/2019 and 11/6/2019. (Testimony of the parties)
4. DC Water conducted an interior inspection of the property utilizing dye tests on November 6, 2019, but no leaks were detected. (Testimony of the parties)
5. The customer conducted his own inspection of the property for leaks and plumbing issues and found nothing amiss. (Testimony of [REDACTED])
6. The high-water usage stopped on the same day of the inspection conducted by DC Water. (Testimony of Arleen Andrews)
7. DC Water did not conduct a test for underground leaks because the usage declined without repairs being performed.
8. DC Water tested the water meter and the meter was determined to have 101.43% accuracy. (Testimony of Arlene Andrews)
9. The customer's water usage declined and has remained lower than during the spike period, but the usage is higher than the customer reported as the historical usage at the property (Testimony of [REDACTED])
10. DC Water ruled out the existence of an underground leaks because the usage declined. (Testimony of Arlene Andrews)

CONCLUSIONS OF LAW

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

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

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

See, 21 DCMR 403.

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

DECISION

The customer in this matter failed to establish that more likely than not the bill being disputed was incorrect.

The customer contended that the billed charges were in error and that neither he nor his mother had used water at the property in the amount charged. DC Water took the position that the charges were valid and no adjustment to the account was warranted because the charged usage was based upon actual meter reads. DC Water, further, provided the speculation that the high usage had been caused by a faulty toilet. The customer complained that the onus is on the customer to disprove water use.

The burden of proof does rest upon the customer but after the customer presents a prima facie case that he did not use the water as charged, the burden of proof shifts to the utility and, as

such, the utility must investigate and present its findings. In this case, DC Water sent a technician to conduct an inspection inside of the house and it tested the water meter for accuracy. The utility found the meter to be functioning within accepted meter range accuracy and no leaks were found inside of the premises. The utility, further, presented meter reads from the property reflecting when the high usage started and when the usage stopped, and it had actual meter reads from the property. The utility, further, was able to rule out the existence of an underground leak as a possible cause of the increased water usage that occurred at the property because the usage declined and underground leaks, by nature, do not decline or stop without repair intervention and in this case, the utility made no repairs. Because the utility made no repairs and found its equipment operating and functioning within accepted standards, it concluded that the usage was controlled within the premises and was most likely caused by a toilet.

The high usage stopped on the same day as the interior inspection was conducted by DC Water which can mean that the stoppage was by coincidence or that when the inspector conducted the dye tests on the toilets, one toilet or more may have had a defective flapper and when the toilet handle was manipulated, the flapper closed. Unfortunately, if the high usage was caused by a toilet flapper, neither the technician nor the owner/tenant found the flapper open and, thus, could not identify the culprit. If the usage was not caused by a toilet flapper but by something else, DC Water succeeded in showing that the utility had not committed an error in billing and the utility's equipment was not at fault. After the utility presents its findings regarding tests and checks, the customer must then present evidence or testimony against the utility. The customer retort was limited to his and DC Water's inability to detect a leak or otherwise find the cause of the increased usage and his assertion that he and his mother had not caused the usage as charged.

Ultimately, the owner of the property is liable for water used. In this case, after the utility and customer inspected for the cause of the high usage, neither the owner nor the utility found the culprit. In instances where the utility's equipment is found to be operating properly and the cause of high-water consumption is undetermined after all tests and checks have been performed, the Municipal Regulations bar DC Water from adjusting the customer's account for high water consumption. (See, 21 DCMR §408)

Nothing was presented to relieve the owner of responsibility for payment of the water and sewer charges incurred or disprove that the water usage as charged by the utility did not occur or was incorrect. Accordingly, the determination by DC Water that the charges were valid and no basis exists to adjust the customer's account is hereby AFFIRMED.

By: 
Janet W. Blassingame, Hearing Officer

Date: July 15, 2020

Copies to:

Mr. [REDACTED]

[REDACTED] Nash Place, SE
Washington, DC 20019

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

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

Account No: [REDACTED]
Case No: 20-339562

Amounts and Dates in Dispute:
10/24/2019 to 11/25/2019 = \$1,392.55
11/26/2019 to 12/23/2019= \$1,160.90

Before Janet W. Blassingame, Hearing Officer
June 16, 2020 at 12:00 Noon

The customer contested water and sewer bills for the above account for the periods noted above. The DC Water and Sewer Authority (DC Water) determined that the charges were valid and no adjustment was warranted. The customer requested an administrative hearing.

This matter was scheduled for a remote hearing on June 16, 2020. Present on-line for hearing were [REDACTED] the customer, and, Kimberly Arrington, Arlene Andrews and Nakeysha Minor on behalf of DC Water.

The property involved is a single-family residence. The property has one and one-half (1 ½) bathrooms, a kitchen, washing machine, dishwasher, radiators, a utility sink and two (2) outside faucets. Ms. [REDACTED] stated that she has lived in the home for nine or ten years and that three (3) people live in the home. She stated that the water and sewer bills normally range between Two Hundred (\$200.00) and Three Hundred Dollars (\$300.00) per billing cycle.

Ms. [REDACTED] testified that she telephoned DC Water regarding her bill and the utility sent a service technician to inspect the property. The customer stated that she does not recall the date of the inspection, but the technician did not find any leaks. She, also, stated that the DC Water service technician checked the water meter. Ms. [REDACTED] stated that DC Water sent a second service technician to the home to conduct both an interior inspection and an outdoor inspection and, again, no leaks were detected.

Ms. [REDACTED] asserted that DC Water was working in the street outside of her property in the month of December and that the workers were outside when the first service technician came to her property for an inspection.

Ms. [REDACTED] stated that she did not hire an independent plumber to inspect the property. She pointed out that she is currently on a budget plan for payment of her water and sewer bill.

Ms. Andrews asserted that the customer's water usage declined in year 2020 and remains low without the necessity of any repairs being performed by DC Water.

Ms. [REDACTED] stated that she lives with two (2) children and there is no reason for her to have such high water and sewer bills. She stated that she has checked her home and found no leaks. She stated that two (2) years ago, she changed the sink faucet in the home. She added that her mother visited in November 2019 for Thanksgiving and stayed for three (3) weeks.

Ms. Andrews asked the customer if she received HUNA alerts from DC Water that high water usage was occurring at her home. Ms. Andrews stated that the utility sent alerts to Ms. [REDACTED] on October 20 and 26, as well as, on November 1, 7, 13, 2019. Ms. Andrews verified the customer's email address and asserted that the utility had sent the alerts to the customer's correct email.

Ms. Andrews testified that, on February 10, 2020, DC Water conducted an interior audit of the property and no leaks were found but the service technician thought that there was a possibility of the existence of an underground leak at the property. Ms. Andrews testified that DC Water conducted an underground audit at the property on February 18, 2020 during which an underground leak was detected on the customer's side of the meter. Ms. Andrews asserted that the customer was advised to hire a plumber to address the existence of an underground leak. Ms. Andrews stated that the customer did not hire a plumber, but her usage did decline. Ms. Andrews stated that DC Water tested the water meter and the meter was determined to have 100.88% accuracy. Ms. Andrews stated that DC Water follows standard set by American Water Works Association that meters are functioning appropriately if meter accuracy is between 98.5% and 101.5%. Ms. Andrews stated that she has no explanation as to how the water usage at the property declined with the presence of an underground leak; she stated that she does not know what happened after the underground inspection was conducted. Ms. Andrews stated that the customer's bill charge February 28, 2020 was \$742.28 which is still high but lower than the charges being disputed. She stated that the customer's bill in March for the period February 26, 2020 to March 24, 2020 was \$118.70. Ms. Andrews testified that the customer's water usage has stayed normal since March 2020.

Ms. [REDACTED] interjected her denial that anyone has fixed anything at the property and she asserted that she has not had a plumber at the property. She stated that she contacted DC Water on February 6, 2020 regarding high water usage and that water usage at her property started to decline on the February 10, 2020 which was the day that the service technician from DC Water conducted the inspection of the home.

Ms. Andrews asserted that DC Water contends that the water usage was controlled and something was turned off or fixed at the property causing the decline in water usage. Ms. Andrews pointed out that the property is controlled by the occupant.

Ms. [REDACTED] retorted that she does not know what happened and she is worried regarding the charges. She reemphasized that just her and her children live in the home. She asserted that she does not know what the problem may be causing the high-water usage.

Ms. Andrews stated that she checked the Maximo system and did not see work by DC Water occurring in the customer's neighborhood during or about the period in dispute.

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

FINDINGS OF FACT

1. The property involved is a single-family residence occupied by [REDACTED] and her two (2) children. (Testimony of Ms. [REDACTED])

2. The period in dispute is October 24, 2019 to December 23, 2019. (Testimony of the parties)

3. The customer experienced extremely high water usage during the period in dispute. (The record in this matter; testimony of the parties)

4. DC Water sent HUNA alerts of high-water usage occurring at the property on October 20 and 26 and November 1, 7, and 13, 2019. (Testimony of Arlene Andrews)

5. DC Water conducted an interior inspection of the property on February 10, 2020 and no leaks were found, however, the service technician suspected the existence of an underground leak. (Testimony of the parties)

6. DC Water conducted an underground inspection at the property on February 20, 2020 and the existence of an underground leak was detected and the customer was advised to hire a plumber to address the problem because the leak was determined to be the customer's responsibility. (Testimony of Arlene Andrews)

7. DC Water tested the water meter and the meter was determined to have 101.5% accuracy. (Testimony of Arlene Andrews)

8. The customer's water usage declined in February 2020 and has remained low to present. (Testimony of Arlene Andrews)

CONCLUSIONS OF LAW

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

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

- (a) Verify the computations made in the formulation of the water and sewer charges;
- (b) Verify the meter reading for possible meter overread or doubtful registration;
- (c) If feasible, check the premises for leaking fixtures, underground invisible leaks, and house-side connection leaks;
- (d) Check the meter for malfunction;

(e) Check the water-cooled air conditioning system, if any, for malfunction; and

(f) Make a reasonable investigation of any facts asserted by the owner or occupant which are material to the determination of a correct bill.

See, 21 DCMR 403.

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

4. The 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, or on property that is under the control of the occupant. (See, 21 DCMR §407.3)

5. If, pursuant to §407.3 the leak is determined to have been caused by the Authority, or is determined to be in public space, the Authority shall repair the leak and the General Manager shall adjust the bill to equal the average consumption of water at the same premises for up to three (3) previous comparable periods for which records are available. If the leak is determined to have been caused by the owner or occupant, no adjustment shall be made. (See, 21 DCMR §407.4)

6. If pursuant to §407.3 the leak is determined to be on private property or on property that is under the control of the owner or occupant, the owner or occupant shall repair the leak, and the General Manager may, at his discretion, upon request of the owner, adjust the bill(s) for the period during which the leak occurred by an amount not to exceed 50% of the excess water usage over the average consumption of water at the same premises for up to three (3) previous comparable periods for which records are available. (See, 21 DCMR §407.5)

7. In consideration of a bill adjustment due to repair of an underground leak, the General Manager looks at several factors to include whether the repairs were made by a District registered plumber and approved by the Chief, Plumbing Inspection Branch, Department of Consumer and Regulatory Affairs, or his or her designee in accordance with D.C. Code §8-205. (See, 21 DCMR §407.5 (c))

DECISION

The customer in this matter failed to establish that more likely than not the charges in dispute were wrong or for some other reason she should not be held responsible for payment.

The customer asserted that she and her two (2) children could not have used the amount of water for which she was charged. She, further, asserted that there were no leaks. The customer also testified that DC Water was working in the street during in December 2019 which would have encompassed the later portion of the period in dispute.

DC Water presented testimony of its efforts to alert the customer of high usage occurring at the property, The HUNA alerts were made October 20, 26 and November 1, 7, 13, 2019 which were all within the periods for which the customer received extremely high bills from DC Water. During the hearing, DC Water's representative verified the correctness of the email address to which the utility sent the alerts and the customer confirmed that the same was her email. More importantly, at no time during the hearing, did the customer deny receiving alerts from the utility that high water usage was occurring at the property. DC Water conducted its investigation of the customer's bill disputes by performing an interior inspection, an underground test and a meter test. Based upon the utility's checks and tests, the meter was determined to be operation within accepted accuracy standards and no leaks were detected inside the house, however, an underground leak was detected and the utility determined that the underground leak was on private property and the responsibility of the customer to repair. Significantly, the customer did not challenge the utility's position that it found an underground leak at the property or that the customer was told to hire a plumber to address the underground leak problem. The customer testified that she did not hire a plumber and she denied making any repairs at the property to affect water usage. Interestingly, water usage at the property has declined despite the denial of the customer of doing anything in response to the utility advising her to hire a plumber. DC Water refuted the customer's testimony of the utility doing any work in the street outside of the customer's property during the timeframe that high water usage occurred at the property; Ms. Andrews testified that she review the Maximo site and failed to see any reference of DC Water performing any street work in the proximity of the property during December 2019 or any date during the period in issue. DC Water asserted that something was turned off or repaired at the property to effect water usage. The utility's position was that the customer controlled water used at the property and that it had correctly billed the customer for usage because its investigation concluded that the meter was working appropriately and that the customer had an underground leak at her property.

In instances where the utility's equipment is found to be operating properly and the cause of high-water consumption is undetermined after all tests and checks have been performed, the Municipal Regulations bar DC Water from adjusting the customer's account for high water consumption. (See, 21 DCMR §408)

In this case, the tests determined that an underground leak was present at the property and the customer was responsible for its repair. When an underground leak is detected and a customer is told that the customer is responsible for its repair, the customer may request an adjustment of excessive charges caused by the leak not to exceed 50% of the excess water usage, but the customer must meet certain criteria to include the hire of a licensed/registered plumber.

The customer denied having any repairs performed at her property, but the fact remains that usage declined and has remained low after February 2020 when the customer was informed of the existence of an underground leak. No evidence or testimony was presented that the underground leak was repaired but the Hearing Officer determines that something was done to effect water usage and the utility's position that the something was either turned off or repaired at the property is plausible. Moreover, whatever was done to effect the water usage at the property, it was the responsibility of the owner to make the repair not DC Water since the underground leak was not the utility's repair responsibility and the utility's equipment was found to be functioning and its billing was correct based upon usage that occurred at the property. As such, based upon the foregoing, the Hearing Officer determines that the weight of the evidence favors DC Water and accordingly, the determination by DC Water that the charges are valid and no basis exists to adjust the customer's account is hereby AFFIRMED.

By: Janet W. Blessingame
Janet W. Blessingame, Hearing Officer

Date: July 15, 2020

Copies to:

Ms. [REDACTED]
[REDACTED] Buchanan Street, NW
Washington, DC 20011

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

IN RE: [REDACTED]
[REDACTED] S Street, NW
Washington, DC 20007

Account No: [REDACTED]

Amount in Dispute: \$826.11

Billing Periods:

November 13, 2019 to January 13, 2020

ORDER

This matter comes before the Hearing Officer upon a Motion to Dismiss Administrative Hearing Petition by the District of Columbia Water and Sewer Authority (DC Water). The Hearing Officer has reviewed the customer's Administrative Hearing Petition, Investigative Report, payment ledger and considered the allegations and exhibits of the motion. Based upon the foregoing, the Hearing Officer finds that the customer has failed to timely dispute the bill charges and, as such, the Motion to Dismiss Administrative Hearing Petition should be and hereby is GRANTED.

D.C. Municipal Regulations 21 DCMR §402.1 and 21 DCMR §402.2 are dispute processing regulations that state as follows:

An owner or occupant may challenge the most recent charges assessed by DC Water for water, sewer and groundwater sewer service by either:

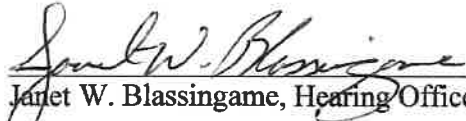
- (a) Paying the bill, and notifying WASA in writing that he or she believes the bill to be incorrect and is paying under protest; or
- (b) Not paying the current charges contained in the bill and notifying WASA in writing, within ten (10) days after receipt of the bill of the reason(s) why the bill is believed to be incorrect.

In this matter the customer did not pay the bills being disputed and the customer did not seek to dispute the bills within ten (10) days after receipt of the bills. The customer sought to dispute water bills dated November 13, 2019, December 12, 2019 and January 13, 2020. The customer contacted DC Water, by phone, on January 7, 2020 to dispute the November 13 and December 12, 2019 charges and by the time of the customer's contact with the utility regarding the bills, (10) days of receipt of both bills had expired and the customer paid neither bill. With respect to the January 13, 2020 bill, the customer had not received the bill at the time of the call to dispute the charges of the two (2) previous billing cycles and the customer, thereafter, failed to dispute the January 2020 bill charges after its receipt, except to include the same on the Petition for Administrative Hearing. As such, the customer failed to comply with the requirements to dispute a bill charge regarding the January 2020 bill.


The D.C. Court of Appeals in the case of Gatewood v. DC WASA, 82 A.3d 41, D.C. Court of Appeals 201, dealt with a similar administrative time limitation imposed by DC Water upon its customers regarding its bill dispute process. The Court ruled that with respect to a DC Water dispute processing rule, in that case 21 DCMR §412.2 which establishes a deadline/time limit for the filing of an administrative hearing petition, that the utility may waive the time limit but if the utility elects not to do so and a customer who fails to file a hearing petition within the set time limit, the customer loses the ability to have the dispute of the charges heard in an administrative hearing. (See, Gatewood v. DC WASA, supra). The Court noted that regulation 21 DCMR § 412.2 was a rule of administrative convenience adopted by D.C. Water for the orderly administration of its billing process and that its apparent purpose was to speed the process for contesting water bills. The Court went on to note that D.C. Water did not have to

waive the time limitation in § 412.2; and that it can avoid potential prejudice to its operations by declining to do so.

Based upon the foregoing, the Hearing finds that 21 DCMR §402, like 21 DCMR §412.2, is a dispute processing rule which DC Water has chosen not to waive or extend the time limitations established by the rule, and, as such, the customer failed to meet the regulation requirements to dispute the charges referenced herein.


Janet W. Blassingame, Hearing Officer
Date: July 15, 2020

Copies to:


S Street, NW
Washington, DC 20007

Nat N. Polito, Esquire
1776 K Street, NW, Suite 200
Washington, DC 20006

Ms. Rusheeda Boyd
Office of the People's Counsel
1133 15th Street, NW, Suite 500
Washington, DC 20005

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

IN RE: [REDACTED]
[REDACTED] Davenport Street, NW
Washington, DC 20016

Account No: [REDACTED]

Amount in Dispute: \$654.98

Billing Period:

November 13, 2019 to January 6, 2020

ORDER

This matter comes before the Hearing Officer upon a Motion to Dismiss Administrative Hearing Petition by the District of Columbia Water and Sewer Authority (DC Water). The Hearing Officer has reviewed the customer's Administrative Hearing Petition, Investigative Report, and the Note Log of customer contacts with DC Water. Based upon the foregoing, the Hearing Officer finds that the customer did not timely dispute the bill charges and, as such, the Motion to Dismiss Administrative Hearing Petition should be and hereby is GRANTED.

21 DCMR §412 states:

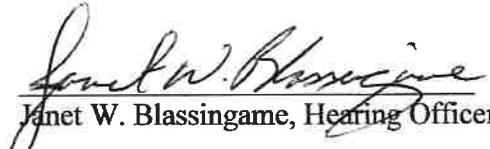
412.1 An owner or occupant may file a petition for an administrative hearing to review the decision of the General Manager within fifteen (15) calendar days.

412.2 A petition for administrative hearing shall be made in writing within fifteen (15) calendar days of the date of the notice specified by §409.1 of this chapter.

In this matter, DC Water mailed its Investigative Report to the customer on January 27, 2020 and the utility received the Administrative Hearing Petition from the customer on February 20, 2020. Allowing three (3) days for mailing and receipt of the report by the customer, the time to submit the hearing request began running on January 31, 2020 and the Petition for

Administrative Hearing would have been due no later than February 15, 2020. As such, the customer missed the deadline for filing,

While the Hearing Officer refrains from ruling that a hearing of this matter would have been frivolous had the customer timely submitted the hearing request, it is noted that the customer admitted to the existence of a toilet leak and her repair of the leak. The customer alleged no alternative possible reason that may have resulted in either increased usage or basis to relieve her of responsibility for payment on the charge. On the face of her petition, the customer requests to be forgiven from payment of the charges resulting from the excessive water usage because she cannot afford to pay the charges. As pointed out by counsel for DC Water, pursuant to the regulations governing the utility, DC Water cannot adjust a bill for any portion of the bill due to excessive consumption attributable to a leaking household fixture such as a toilet. (See, 21 DCMR §406) There are various public and non-profit agencies available to citizens to assist in the paying of utility bills and the customer is encouraged to seek information regarding these resources which may assist her, however, no assistance is available through the administrative hearing process to provide assistance to customers based upon financial need.


Janet W. Blessingame, Hearing Officer
Date: July 15, 2020

Copies to:


Davenport Street, NW
Washington, DC 20016

Nat N. Polito, Esq.
1776 K Street, NW, Suite 200
Washington, DC 20006

BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

DEPARTMENT OF CUSTOMER SERVICES

IN RE: Glenroth Investment
c/o Abedowale Adeleke
7775 Rotherham Drive
Hanover, MD 21076

Service Address:
[REDACTED] Bladensburg Rd, NE
Washington, DC 20011

Account No: [REDACTED]

Amount in Dispute: \$2,627.00

Billing Period:

December 18, 2017 to April 21, 2018

ORDER

This matter comes before the Hearing Officer upon a Motion to Dismiss Administrative Hearing Petition by the District of Columbia Water and Sewer Authority (DC Water). The Hearing Officer has reviewed the customer's Administrative Hearing Petition, the DC Water Investigative Report and considered the allegations and exhibits of the motion. Based upon the foregoing, the Hearing Officer finds that the Petition was untimely and, as such, the Motion to Dismiss Administrative Hearing Petition should be and hereby is GRANTED.

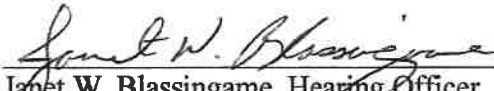
In this matter, the customer was untimely in disputing the bill and untimely in requesting an administrative hearing.

21 DCMR §412 is a dispute processing rule and limits the time in which a customer may request an administrative hearing to 15 calendar days of the utility's decision regarding a bill dispute. 21 DCMR §402 is a dispute processing rule and limits the time in which a customer may dispute a bill. The D.C. Court of Appeals has ruled that DC Water may waive the time limits but if the utility elects not to do so, a customer who fails to dispute or to file within the set time limits loses his right to dispute a bill and/or to an administrative hearing or to both. (See, Gatewood v. DC WASA, 82 A.3d 41, D.C. Court of Appeals 2013)

In this case, DC Water informed the customer on the phone during the customer's initial call to the utility on June 6, 2019 that his dispute was untimely and the utility sent on June 17, 2019 its Investigation Report, again, determining that the dispute was not timely. In the June 17, 2019, DC Water notified the customer of his right to a hearing and the time limit in which to request the hearing. The customer failed to request a hearing until January 6, 2020.

The utility has not waived its time limitations. As such, the Petition was untimely, and

DC Water has no obligation to allow the customer to pursue the dispute.


Janet W. Blassingame, Hearing Officer

Date: July 15, 2020

Copy to:

Glenroth Investment
c/o Abedowale Adeleke
7775 Rotherham Drive
Hanover, MD 21076

BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

DEPARTMENT OF CUSTOMER SERVICES

IN RE: [REDACTED]
[REDACTED] 8th Street, NW
Washington, DC 20011

Account No: [REDACTED]

c/o Titus S. Simmons, Conservator
11554 Wordsworth Court
Woodbridge, VA 22192

Amount in Dispute: \$9,547,40

Billing Period:

November 15, 2017 to October 15, 2018

ORDER

This matter comes before the Hearing Officer upon a Motion to Dismiss Administrative Hearing Petition by the District of Columbia Water and Sewer Authority (DC Water). The Hearing Officer has reviewed the customer's Administrative Hearing Petition, Bill Summaries, the DC Water Note Log and considered the allegations and exhibits of the motion. Based upon the foregoing, the Hearing Officer finds that the Petition was untimely, as was the underlying bill dispute, and, as such, the Motion to Dismiss Administrative Hearing Petition should be and hereby is GRANTED.

Water service was cut-off at this property in September 2018 and DC Water placed a lien against the property on November 7, 2018.

A conservator was appointed over the customer in this matter by D.C. Superior Court in February 2019 and the conservator, Titus Simmons, asserts that his ward was mentally incapable of making decisions to dispute his bills back in year 2018. The conservator asserts that his ward was hospitalized intermittently in year 2018 and was hospitalized from December 2018 to April 2019. The conservator seeks to dispute water and sewer charges incurred by his ward between November 15, 2017 to October 15, 2018. Mr. Simmons, first, contacted DC Water May 7, 2019 advising of his appointment and someone contacted DC Water for payment terms in November 2019 regarding the customer's account. The property was sold on December 27, 2019 and the conservator is seeking adjustment of the amount owed to the DC Water and has instructed the settlement company to withhold payment to the utility from the settlement funds pending resolution of the bill dispute.

The evidence is that the time for disputing the charges for water and sewer service is well past. The issue is whether the time for disputing the charges should be tolled based upon the customer's alleged disability. Based upon the appointment of a conservator in February 2019, it is clear that as of February 2019, the customer was declared incompetent to handle his affairs.

Based upon the record before the Hearing Officer, however, there is nothing to establish that the customer was incompetent during the period in dispute as conservator has failed to provide support for his assertions that the customer was incompetent dating back to November 2017 up to October 2018.

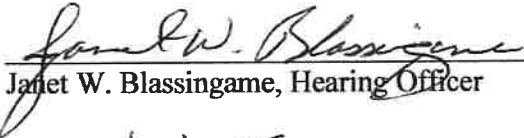
The DC Court of Appeals ruled in Gatewood v. D.C. WASA, 82 A.3d 41, D.C. Court of Appeals 2013, that with respect to a DC Water claim processing rule, in that case 21 DCMR §412.2 which establishes a deadline/time limit for the filing of an administrative hearing petition, that the utility may waive the time limit but, if the utility elects not to do so and a customer who fails to file a hearing petition within the set time limit, the customer loses the ability to have the dispute of the charges heard in an administrative hearing. (See, Gatewood v. D.C. WASA, supra.). The Court noted that Regulation 21 DCMR § 412.2 was a rule of administrative convenience adopted by D.C. Water for the orderly administration of its billing process and that its apparent purpose was to speed the process for contesting water bills. The Court went on to note that D.C. Water did not have to waive the time limitation in § 412.2; and that it can avoid potential prejudice to its operations by declining to do so.

21 DCMR §402 and §412 are, both, claim processing rules intended to facilitate the smooth and speedy processing of bill disputes. With respect to both rules, the conservator has missed the time frames in which to pursue remedy for his ward.

As noted above, 21 DCMR §402 is a claim processing rule and DC Water has not waived the same with respect to the dispute of the charges in this matter. No conservator was appointed until year 2019 and no evidence is presented of the customer's alleged disability prior thereto. As such, the conservator is unable to dispute bills incurred months prior to his appointment. Clearly, the time limit for pursuing a dispute of the bills had expired prior to the conservator's appointment and even, after appointment of the conservator in February 2019 and, if the time for disputing the bill started as of the date of the conservator's appointment, the conservator failed to pursue a dispute of the bills until months after his appointment and as such, the utility's determination that the dispute was untimely was correct.

The utility informed the conservator that the dispute was untimely and sent a formal Bill Investigation Report dated January 13, 2020 again informing the conservator that the dispute was untimely. DC Water received the Petition requesting an administrative hearing on February 13, 2020. 21 DCMR § 412.2 sets fifteen (15) days for the filing of the petition and the conservator failed to file within the time proscribed by the regulation. As such, the conservator failed to timely file the petition for an administrative hearing.

The utility has not waived its time limitations, no basis exists to finding that the time limits are or should be tolled and DC Water has no obligation to allow the customer to pursue the dispute.



Janet W. Blassingame, Hearing Officer
Date: July 15, 2020

Copy to:

Titus S. Simmons, Conservator
11554 Wordsworth Court
Woodbridge, VA 22192