

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

IN RE: [REDACTED]  
[REDACTED] Girard Street, NW  
Washington, DC 20009

Account No: [REDACTED]

Amount in Dispute - \$ 4,045.74

Before Janet W. Blessingame, Hearing Officer  
January 3, 2018 at 1:00 p.m.

The customer contested water and sewer bills for the above account for the period of time June 26, 2017 to July 26, 2017. The DC Water and Sewer Authority (DC Water) investigated the water and sewer charges and determined that the charges were valid and an adjustment to the account was not warranted. The customer appealed DC Water's decision and requested an administrative hearing.

This matter was scheduled for hearing on January 3, 2018. Eileen Wright, Sr. Customer Care Representative was present on behalf of DC Water; the customer, [REDACTED] failed to appear despite the hearing being delayed thirty (30) minutes as a grace period afforded to the customer.

The letter of notification that was sent to the customer advised her that "Failure to appear at your scheduled hearing may result in a default judgment being entered against you." (See, 21 DCMR 415.3) In this case, however, Ms. Wright represented that the utility conducted a test of the water meter at the property and the meter was determined to have 102.94% accuracy which is outside of acceptable range of meter accuracy as established by the American Water Works Association. Ms. Wright stated that based upon the meter test results, DC Water has unilaterally adjusted the customer's account and that the account charge which was disputed by the customer would be adjusted by \$3,665.86, thereby reducing the charge to the customer for the period in dispute to \$ 379.88.

Accordingly, based upon the customer's failure to appear for hearing and the utility's determination that an adjustment of the customer's account was appropriate and would be performed as represented above, it is the determination of this Hearing Officer that this matter is now moot based upon the actions of the parties. As such, this matter is DISMISSED.

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

Date: March 5, 2018

Copy to:



Girard Street, NW  
Washington, DC 20009

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

IN RE: [REDACTED]  
[REDACTED] Kimi Gray Court NE  
Washington, DC 20019

Account No: [REDACTED]

Amount in Dispute - \$ 2,264.63

Before Janet W. Blassingame, Hearing Officer  
January 3, 2018 at 2:00 p.m.

The customer contested water and sewer bills for the above account for the period of time May 16, 2017 to June 16, 2017. The DC Water and Sewer Authority (DC Water) investigated the water and sewer charges and determined that an adjustment to the account was not warranted. The customer appealed DC Water's decision and requested an administrative hearing.

This matter was scheduled for hearing on January 3, 2018. Present for the hearing were [REDACTED] and Eileen Wright, Sr. Customer Care Representative, on behalf of DC Water.

The property involved is a three (3) level townhouse owned and occupied by Natasha Carrera-Mason. The property has three and one-half (3 ½) bathrooms, a washing machine, a dishwasher, one kitchen and one outside faucet. Ms. [REDACTED] lives in the home with her four (4) children and states that her water and sewer bill for April 2017 had been in the amount of One Hundred Ninety Dollars (\$190.00).

The customer stated that she is contesting her bill dated 6/20/17 for the period 5/16/17 to 6/16/17 in the amount of \$681.80. Ms. Wright stated that the customer was actually disputing two (2) bills and that her May 2017 bill was for \$619.34. Ms. Wright stated that DC Water opposes the dispute of the May 2017 bill because the customer did not contact DC Water to dispute the bill until July 3, 2017. Ms. Wright asserted that the applicable regulations dictate that a customer must dispute a bill charge within ten (10) days of receipt of the bill. Ms. [REDACTED] retorted that she called DC Water to dispute the charges after she received the June 2017 bill. Ms. Wright, then, changed her position and stated that DC Water would accept the dispute of the two (2) billings because when the customer spoke with a customer service representative on July 3, 2017, the customer service representative told the customer that the utility would consider for dispute the May 2017 billing for \$681.86 and the June 2017 billing for \$619.34, making the total amount in dispute \$1,301.20. Ms. Wright added that the customer's account had a past due amount of \$531.93 as of May 2017. Ms. Wright stated that the customer's balance due as of 9/12/17 was \$1690.46.

Ms. [REDACTED] testified that nothing has changed within her home and that she has had no repairs or change in usage. She testified that water usage in the home is now back to \$104.00 and \$120.00 per billing cycle. The customer stated that water usage in the home started to increase in April 2017 and started to decrease in July 2017. She testified that a DC Water

service technician was at the home on July 7, 2017 and determined that a flapper needed to be replaced in the 1<sup>st</sup> floor bathroom. Ms. [REDACTED] stated that the technician told her that the wrong number for billing was being applied to her account. The customer stated that the technician replaced her water meter.

Ms. [REDACTED] asserted that she would like to receive some accommodation for late fees applied to her account.

Ms. Wright testified that DC Water considers the charges valid based upon the meter readings from the property. Ms. Wright asserted that a large volume of water registered on the water meter periodically and that the spike in water usage started April 12, 2017 and continued until April 17, 2017. Ms. Wright testified that water usage spiked April 23, 2017 to April 24, 2017, April 25, 2017 to June 9, 2017, June 29, 2017 to July 19, 2017, and, July 19, 2017 to August 16, 2017. Ms. Wright went on to testify that the customer's 4/20/2017 bill reflected 15 CCF, the bill dated 5/18/2017 reflected 56 CCF, and the June 2017 bill reflected 62 CCF.

Ms. Wright stated that water usage at the home declined first on June 10, 2017, then spiked and then declined a second time starting September 5, 2017.

Ms. Wright stated that the meter change that was done at the property was in association with the Citywide program by DC Water to change all water meters and that the change was not related to anything being wrong with the water meter. Ms. Wright stated that the meter was changed on June 28, 2017. She further stated that the MTU box had the wrong serial number. Ms. Wright went on to state that after the meter was change, water usage at the property continued to be high and contrary to the customer's testimony, the service technician found both the basement toilet and the 1<sup>st</sup> floor toilet as defective and needing new flappers.

Ms. Wright clarified that the meter change occurred before the customer contacted DC Water to dispute her bill.

Ms. Wright testified that 13 CCF in a billing cycle is considered normal range of usage for the customer.

Ms. [REDACTED] interjected that she has not changed any flappers in her toilets. Ms. Wright responded that the customer can expect her bill to go up again if there is a bad toilet flapper in any of the toilets in the house. Ms. Wright stated that the cause of high water usage is generally a toilet and that, in this instance, she believes that the customer's trouble with her toilets' flappers began in December 2016. Ms. Wright continued that fluctuation in water usage is an indication of an internal fixture or outside faucet as the cause of the problem.

Ms. Wright pointed out that between August 21, 2017 and August 23, 2017, the customer's meter registered that usage was occurring at the home every hour. Ms. Wright pointed out that the new meters being installed by DC Water and the meter currently at the property have MTUs that transmit reads on a hourly basis. Ms. Wright also pointed to hourly usage occurring at the property starting August 17, 2017 at 8:00 am and continuing until August 18, 2017 at 3:00 am. Ms. Wright asserted that the hourly usage is indicative of something

running and causing water to be used within the home.

Ms. [REDACTED] expressed that she was confused as to why her bill is Six Hundred Dollars (\$600.00) one month then less in another month and her family's habits are the same.

Ms. Wright summarized that \$1,301.20 is the correct amount in dispute and that the customer needs to pay \$302.25 to bring her account current not counting the amount in dispute. Ms. [REDACTED] stated that she paid \$104.15 on December 11, 2017. Ms. Wright stated that the customer was in arrears \$531.93 at the start of the dispute.

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

#### FINDINGS OF FACT

1. The property involved is a single-family townhouse owned and occupied by [REDACTED] with her four (4) children. (Testimony of [REDACTED])
2. The period in dispute is April 18, 2017 to June 16, 2017 with the respective bills dated May 18, 2017 and June 20, 2017. (Testimony of the parties; DC Water Usage Information; DC Water Utility Contacts By Account record)
3. The customer owed a balance prior to disputing her May and June billing. (Testimony of Eileen Wright; DC Water Utility Contacts By Account record; DC Water Ledger Information)
4. High water usage registered on the water meter at the property beginning April 12, 2017 and continued on a periodic basis during which usage would spike for a number of days, decline and spike again. The pattern persisted into August 2017 and finally stopped in September 2017. (Testimony of Eileen Wright; DC Water Usage Information)
5. The customer was unaware of any leaks or plumbing problems in the house to account for high water usage and she requested an audit. (Testimony of [REDACTED])
6. A DC Water service technician performed an interior audit of the property on July 7, 2017 and found two (2) defective toilets needing new flappers- one toilet was located on the 1<sup>st</sup> floor and the other toilet was in the basement. (Testimony of Eileen Wright; DC Water Investigation Letter dated September 7, 2017; DC Water Audit Service Order dated 07/07/17)
7. The water meter and MTU at the property was changed on June 29, 2017. (Testimony of Eileen Wright)
8. The pattern of high water usage persisted after the meter change even though there was a decline; usage returned to within normal usage range after September 2017. (Testimony of Eileen Wright; DC Water Usage Information log)
9. The meter reads used for billing purposes during the periods in dispute were based upon actual meter read transmissions from the property. (Testimony of Eileen Wright; DC Water Meter Read Transmission log)

## 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 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 in this matter failed to establish a prima facie case that more likely than not the disputed bill was incorrect.

Even though the customer testified that she was unaware of the existence of any leaks or plumbing problems in the home, a lack of knowledge does establish a defense to liability for payment of water bills. In this case, DC Water conducted an interior audit of the property and the service technician found two (2) defective toilets within the home. Ms. Wright explained during her testimony that periodic fluctuation in water usage was indicative of a toilet leak and when the customer stated that she had not repaired either toilet found defective, Ms. Wright advised and warned the customer that high water usage would most likely reoccur at the property. In fact, the evidence reflected that spikes in water usage persisted at the property past the periods in dispute and irrespective of a meter change.

Whenever a customer makes a timely dispute of a bill, DC Water is obligated to conduct an investigation. DC Water conducted an interior audit of the property and defective toilets were found. The utility did not test the water meter but the water meter was changed and the high usage pattern persisted after the meter change. The utility also had actual meter reads from the property and the customer failed to repair either toilet found to be defective as a result of the audit. As such, fluctuation in water usage at the property continued until September 2017 and the

customer has been warned that in all likelihood high water usage will reoccur because the toilets have not been repaired.

Lastly, the customer requested relief from late fees applied to her account. In instances where a customer disputes a bill, the customer does not have to pay the disputed charges while the dispute is pending, however, the customer remains obligated to pay prior charges not disputed, as well as, subsequent charges for water and sewer services. The evidence and testimony established that prior to the initiation of a dispute of charges by customer, she owed for water and sewer service and was in arrears. There was no evidence of DC Water charging the customer late fees on the disputed bill charges during the pendency of the dispute. DC Water, however, has every right to charge late fees against the customer's prior arrearage and at the time of hearing, the customer still had an outstanding balance due and payable to the utility notwithstanding the amounts in dispute.


Based upon the above facts, the weight of the evidence was against the customer that her bills were incorrect and all evidence supports the conclusion that the defective toilets were most likely the cause of high water consumption at the residence.

Pursuant to the DC Municipal Regulations if excessive water consumption is the result of a household fixture such as a toilet, DC Water is barred from adjusting a customer's bill. (See, 21 DCMR 406)

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

By: Janet W. Blassingame  
Janet W. Blassingame, Hearing Officer  
Date: March 5, 2018

Copy to:

  
Kimi Gray Court, NE  
Washington, DC 20019

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

IN RE: [REDACTED]  
[REDACTED] 62<sup>nd</sup> Street, NE  
Washington, DC 20019

Account No: [REDACTED]

Amount in Dispute - \$ 1,960.58

Before Janet W. Blessingame, Hearing Officer  
January 9, 2018 at 1:00 p.m.

The customer contested water and sewer bills for the above account for the period of time April 19, 2017 to June 20, 2017. The DC Water and Sewer Authority (DC Water) investigated the water and sewer charges and determined that the charges are valid and an adjustment to the account was not warranted. The customer appealed DC Water's decision and requested an administrative hearing.

This matter was scheduled for hearing on January 9, 2018. Present for the hearing were [REDACTED] and Eileen Wright, Sr. Customer Care Representative, on behalf of DC Water.

The property involved is single family home owned and occupied by [REDACTED] since December 2014. The house has one and one-half (1 ½) bathrooms, one kitchen, and one outside faucet. Ms. [REDACTED] stated that she is very cognizant of water conservation and that, for her part, she tries to conserve water by collecting rain water in a rain barrel. Ms. [REDACTED] stated that her water and sewer bill has historically ranged between Fifty Dollars (\$50.00) and One Hundred Twenty Dollars (\$120.00) per billing cycle.

The customer stated that upon receipt of the May 2017 bill now being disputed, she thought that the bill was a mistake. She stated that she usually conducted all of her business with DC Water on-line and that she used to get an email notification from the utility. Ms. [REDACTED] testified that she contacted DC Water regarding the charge and was told that the utility could send someone out to the property to assess the problem but no one was available until June 1<sup>st</sup>. Ms. [REDACTED] testified that when the service technician inspected her property, no leaks were found.

Ms. [REDACTED] testified that there was a decline in charges on her bill in June 2017. She stated that she received DC Water's Investigation Letter, dated October 12, 2017 but her water usage again spiked in October 2017. Ms. [REDACTED] stated that she hired B & J Plumbing to inspect her house and no leaks were found. She stated that the plumber told her that he had seen instances like hers' before. Ms. [REDACTED] testified that DC Water was in her neighborhood repairing a water main the Monday before the scheduled hearing and she remembers seeing DC Water in her neighborhood at the intersection before.

Ms. [REDACTED] testified that she travels for work and she knows of no leaks in her house. She stated that she has a push button toilet so there is no handle to jingle. She testified that she



has heard no running water within the house and she has not observed any standing water in or about the house. The customer added that she has not had any guests in the home.

Ms. ██████ asserted that she is confused as to what is going on regarding water usage in the house. She testified that she was in Thailand around the 1<sup>st</sup> week of April 2017. In response to a question by Ms. Wright, Ms. ██████ stated that she was away from the home July 1, 2017 to July 6, 2017.

Ms. Wright testified that DC Water considers the charges to be valid based upon the customer's meter readings. Ms. Wright stated that there was a spike in water usage at the property from April 28, 2017 to May 27, 2017 and during that 29-day spike period, the customer used 182 CCF of water which averaged 6.275 CCF of water per day. Ms. Wright testified that water usage at the home declined between May 27, 2017 and June 20, 2017 and that during that period, the customer's average daily water usage was .041 CCF. Ms. Wright further testified that DC Water sent the customer a HUNA notification that high water usage was occurring at the property. She stated that the HUNA notification was sent on December 11, 2016. Ms. Sherrill interjected that a DC Water manager with whom she spoke on the telephone told her that the utility did not have email or telephone information for her. Ms. ██████ reiterated that she never got a HUNA notification that high water usage was occurring at her property. Ms. Wright retorted that six (6) notifications were sent to customer by DC Water between December 6, 2016 and May 25, 2017. The HUNA emails were 12/11/2016, 4/29/17, 5/7/2017, 5/13/2017, 5/19/2017 and 5/25/2017. Ms. Wright stated that Ms. ██████ contacted DC Water regarding her bill on May 24, 2017.

Ms. Wright testified the interior inspection performed by DC Water on May 24, 2017 detected no leaks but that water usage at the property declined in May 2017. Ms. Wright stated that the water meter was removed on July 8, 2017 due to the citywide project to replace all customers' water meters. She stated that the contractor removing and replacing water meters did not know of the on-going investigation in the customer's matter and after the meter was changed, there was no way to retrieve meter for testing.

Ms. Wright pointed out that high water usage also registered on the new water meter placed at the property. She stated that high water usage began on the new meter in September 2017 and continued into October 2017. She noted that she could see a slight decrease in water usage occurring at the property as of October 19, 2017.

Ms. ██████ stated that she was on travel from December 12, 2017 to December 18, 2017 and in response, Ms. Wright requested an opportunity to retrieve the customer's meter reads for her travel period. Upon resumption of the hearing, Ms. Wright presented the meter reads and pointed out that the meter read record reflected that water usage was occurring every hour as of January 5<sup>th</sup> to include the day of hearing. Ms. Wright proclaimed that the utility needed to do an underground inspection of the property for leaks and that she would also schedule an interior inspection, as well. The parties agreed that the record in this matter would remain open pending the inspection reports.

Post Hearing: DC Water conducted an inspection at the property on January 10, 2018. The

service technician reported that no registration was found and that there were no leaks or sounds at the property at the time of the inspection.

Based upon the foregoing evidence and testimony adduced during the hearing, as well as, the inspection report submitted post-hearing, the Hearing Officer makes the following:

#### FINDINGS OF FACT

1. The property involved is a single family residence owned and occupied by [REDACTED] [REDACTED] (Testimony of [REDACTED])
2. The period in dispute is April 19, 2017 to June 20, 2017. (Testimony of the parties)
3. A significant increase in water usage registered on the customer's water meter between April 28, 2017 and May 27, 2017. (Testimony of Eileen Wright)
4. Water usage at the property declined, without necessity of repairs being performed by the utility, between May 27, 2017 and June 20, 2017. (Testimony of Eileen Wright)
5. DC Water conducted an interior inspection of the property on June 9, 2017 and no leaks were detected. (Testimony of Eileen Wright)
6. Water usage at the property significantly increased in October 2017. (Testimony of [REDACTED])
7. The customer employed B & J Plumbing in November 2017 to inspect the property and no leaks were detected. (Testimony of [REDACTED])
8. The customer was unaware of any leaks or plumbing problems at the property and did not hear running water or see standing water at the property. (Testimony of [REDACTED])
9. DC Water changed the water meter at the property on July 8, 2017 as part of its on-going city-wide project to change all customers' water meters. (Testimony of Eileen Wright)
10. Because high water usage registered on the customer's water meter after the meter was changed and there is hourly registration as of date of the hearing of this dispute, DC Water requested permission to re-inspect the property for interior leaks and an underground leak. The inspections were performed on January 10, 2018 and the service technician reported that no registration was found and that there were no leaks or sounds at the property at the time of the inspection. (Testimony of the parties; DC Water Service Work Order dated January 10, 2018)
11. DC Water sent to the customer HUNA (High Usage Notification Alert) messages by email on 4/29/2017, 5/07/2017, 5/13/2017, 5/19/2017 and 5/25/2017. (Testimony of Eileen Wright; DC Water internal email between Danny Ballerini and Lei Marshall dated June 9, 2017)

#### 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:

- (g) Verify the computations made in the formulation of the water and sewer charges;
  - (h) Verify the meter reading for possible meter overread or doubtful registration;
  - (i) If feasible, check the premises for leaking fixtures, underground invisible leaks, and house-side connection leaks;
  - (j) Check the meter for malfunction;
  - (k) Check the water-cooled air conditioning system, if any, for malfunction; and
  - (l) 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 was able to establish a prima facie case that more likely than not the bill being disputed was incorrect. The customer's case was based upon inspections of the property which failed to detect any leaks, as well as, the customer's testimony that she was unaware of any leaks or plumbing issues in or about the property. On rebuttal, DC Water presented its meter readings, HUNA notifications of high water usage occurring at the property and its explanation as to why no leaks were not detected during inspections. Based upon all evidence and testimony presented, the Hearing Officer determines that DC Water successfully rebutted the customer's case and the customer was not able to persuade that the disputed bill was incorrect.

In this case, DC Water had meter reads reflecting the occurrence of high water being used at the property and it provided evidence of its attempts to advise and give notice to the customer that high usage was occurring at the property. The customer asserted that she did not receive notification of the high water usage, however, the utility presented dates of notification and the email to which the notifications were sent was verified as correct and that of the customer. Moreover, high water usage continues to register on the water meter at the property and the water meter has been changed. Even though the utility did not test either water meter, the Hearing Officer finds it unlikely that both water meters have registered high water usage incorrectly occurring the property and that it is more probable than not that something at the property is causing high water usage to occur or that someone is causing high water usage to occur at the property.


With respect to DC Water's not testing the water meter, the regulations do not mandate that the utility must always test the water meter during its investigation of a disputed bill. (See,

DCMR 403) As noted, not one meter but two (2) water meters at the property have registered the occurrence of high usage. With respect to the inspection failing to detect the cause of the high water usage, DC Water pointed out that usage had declined each time that an inspection took place, except for the most recent inspection that took place on January 10, 2018 during which the technician again found no leaks or registration occurring on the water meter and this Hearing Officer lacks information as to usage registration on the day of the most recent inspection. Irrespective of the most recent inspection however, when the earlier inspections were performed by both DC Water and a private plumber, high water usage was not occurring at the property at the time of inspection. Moreover, pursuant to regulation, DC Water is barred from adjusting a customer's account for high water usage when all tests and checks fail to detect the cause and cannot explain the occurrence of high water usage. (See, 21 DCMR 408)

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

By: Janet W. Blassingame  
Janet W. Blassingame, Hearing Officer  
Date: March 5, 2018

Copy to:

  
62<sup>nd</sup> Street, NE  
Washington, DC 20019

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

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

Service Address:  
[REDACTED] Floral Street, NW

Account No: [REDACTED]

Amount in Dispute - \$ 1,292.36

Before Janet W. Blassingame, Hearing Officer  
January 9, 2018 at 2:00 p.m.

The customer contested a water and sewer bill for the above account for the period of time July 19, 2017 to August 16, 2017. The DC Water and Sewer Authority (DC Water) investigated the water and sewer charges and determined that the charges are valid and an adjustment to the account was not warranted. The customer appealed DC Water's decision and requested an administrative hearing.

This matter was scheduled for hearing on January 9, 2018. Present for the hearing were [REDACTED] with her daughter, [REDACTED] and, her care provider Hilary Lymas. Eileen Wright, Sr. Customer Care Representative, was present on behalf of DC Water.

The property involved is single family home owned by [REDACTED]. The property was involved in a fire on May 20, 2017 which rendered the property uninhabitable. Prior to the fire, the house had two (2) bathrooms, one kitchen, radiators, an outside faucet, a washing machine, and a dishwasher. Three (3) adults and three (3) children lived in the home; Ms. [REDACTED] had lived in the home for the past forty (40) years. Historically, the water and sewer bill averaged One Hundred Forty Dollars (\$140.00) per billing cycle. Ms. [REDACTED] testified that the fire was caused by squirrels eating electrical wires in the attic. She stated that the house sustained water damage from the attic to the basement and that all walls and ceilings were ruined. Ms. [REDACTED] indicated that only the 1<sup>st</sup> floor bathroom and kitchen were not gutted due to the fire. She stated that gutting of the house was started by ServPro within a week of the fire and that the company tore out the ceilings and walls over the course of two (2) weeks. She stated that she and her family were put in a hotel after the fire and they remain housed away from the property during its renovation which did not start until after Thanksgiving 2017. Ms. [REDACTED] testified that the house was boarded and did not look tampered with. She stated that a neighbor cuts the grass and oversees the property in the family's absence.

The customer presented a statement from her neighbor who confirmed that no one was going into the property in the family's absence.

Ms. [REDACTED] further testified that a nephew, Clyde Wilkins who is a DC Water employee, checked the house by going in the house and turning off the water, all prior to the period being

disputed. She stated that the contractor also inspected the house for leaks but said that the water meter was defective. Craig Rosenthal was identified as the contractor from dmV Fire & Flood. In a letter dated 1/5/2018, Mr. Rosenthal writes that he inspected the home after Mrs. [REDACTED] received an extremely high water bill for the property and after careful examination of the entire house and mechanical systems, determined that there were and currently no water leaks inside or outside of the property. He went on to write that he looked at the water meter and determined that the meter was faulty and was not operating properly to reach the usage that the meter had registered.

Mr. Lyms testified that he would go on the porch of the house and look around the house since the fire occurred and that he never saw or has seen anything strange or to appear as having been tampered with.

Ms. [REDACTED] stated that she spoke with Toledo Edwards of DC Water's Meter Operations Department and told Ms. Edwards of Clyde Wilkins turning the water off at the property following the fire.

Ms. Wright read an email message from Toledo Edwards 1/4/18 detailing her contact with the customer and conclusions reached. Ms. Edwards wrote that "it is clearly evident that there was a problem at the location as there was a spike in the water at the property...the June bill most likely is the result of the remaining usage from May. Property was empty. The July billing is the beginning of a leak problem as a result of compromised plumbing fixtures as a result of the fire. The August bill is a clearly an indication there was a leak at the property as a result of the damage, 106 ccfs in 28 days."

Ms. Wright asserted that the customer should file a claim with her insurance company if there was a broken pipe as a result of the fire.

Ms. Wright testified that based upon the usage chart 12 CCF of water registered on the water meter 6/16/17 to 7/19/17 and 106 CCF of water registered on the water meter 7/19/17 to 8/16/17.

Ms. Wright testified that DC Water conducted a test of the water meter and the meter was determined to have 110.84% accuracy.

Ms. Wright testified that the reads from the water meter show no water usage after 4:00 p.m. on May 20<sup>th</sup> which was the day of the fire and she stated that she understood that the fire occurred at about 4:00 p.m. Ms. Wright stated that small amounts of water are being used every day.

Ms. [REDACTED] stated that there was a lock box on the door knob of the property and that she told neighbor how to get into the house.

Ms. Wright continued that the meter reads reflect that on 7/13/17, water started registering more frequently and by 7/15/17 water started continuously running within the house and continued to register on the meter until 8/9/17 at 10:00 a.m. Ms. Wright stated that there has

been water use stopped at the property after 8/9/17 until 10/23/17 and there was usage until 10/30/17. She stated that after 10/30/17, small amounts of water usage registered on the meter but on 11/1/17, water usage increased again, stopping hours later. Ms. Wright asserted that the same water usage pattern persisted with usage occurring during the day and stopping hours later on 11/2/17 and that this usage pattern continued until 11/6/17 when again there was a small registration of water and then usage stopped up to the present time.

Ms. Wright stated that she would take late charges off of the customer's account; the late charges were in the amounts of \$112.88 and \$11.51.

Ms. Wright asserted that if the water usage is not related to the fire, she does not know what caused water usage at the property. She pointed out that water usage at the property started two (2) months after the fire occurred.

Ms. [REDACTED] presented a letter from her neighbor. The letter was dated 1/5/18. She also presented a copy of her temporary housing agreement dated 6/9/17.

Ms. Wright surmised that the water usage looks as though it was caused by a toilet because of the pattern of stopping and starting.

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

#### FINDINGS OF FACT

1. The property involved is a single-family residence which was rendered uninhabitable due to a fire that occurred May 20, 2017; the property is owned by [REDACTED] (Testimony of the parties)
2. The period in dispute is July 19, 2017 to August 16, 2017. (Testimony of the parties)
3. After the fire, only the kitchen and first floor bathroom did not sustain significant damage. (Testimony of [REDACTED])
4. Small amounts of water usage registered on the water meter following the occurrence of the fire, however, significant water usage began to register on the water meter in July 2017 with usage continuing in a start/stopping pattern until November 6, 2017. (Testimony of Eileen Wright; DC Water Meter Read Log)
5. The customer and her family have not lived in the property since the fire. (Testimony of [REDACTED] and [REDACTED])
6. After the fire occurred, Clyde Wilkins, a DC Water employee and nephew of Ms. Blue, inspected the property and turned off the water. (Testimony of [REDACTED])
7. Within two (2) weeks of the occurrence of the fire, the house was gutted; the work took approximately two (2) weeks. (Testimony of [REDACTED])
8. Construction renovation of the house started after the Thanksgiving 2017 holiday but prior thereto, the property was boarded and had a lock box on the door. (Testimony of [REDACTED])
9. Following the occurrence of the fire, a neighbor had access into the property, having been given the lockbox code by the owner, and the neighbor watched the property and

maintained the yard. The neighbor never reported seeing anything that looked tampered with and was not aware of any water issues. (Testimony of [REDACTED], letter dated January 5, 2018 by [REDACTED])

10. Neither [REDACTED] nor her daughter, [REDACTED], were aware of any leaks or water issues in the house following the fire. (Testimony of [REDACTED])
11. The customer's care provider periodically surveyed the property and never observed anything in his assessment to be strange or tampered with. (Testimony of Hillary Lymas)
12. Following receipt of the bill being disputed, the property was inspected by a contractor from dmV fire and flood. The contractor detected no leaks and determined that the water meter was not operating properly. (Letter dated 1/5/2018 from Craig Rosenthal of dmV fire and flood)
13. DC Water conducted a meter test and determined that the water meter at the property had 100.84% accuracy. (Testimony of Eileen Wright)
14. A DC Water Meter Department employee talked with the customer regarding the water usage and concluded that the water usage was the result of a leak problem as a result of compromised plumbing fixtures as a result of the fire. (Email from Toledo Edwards to Eileen Wright dated January 4, 2018)

#### 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 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.")
3. 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)
4. Once the customer establishes a prima facie case that s/he did not use and/or was not responsible for payment of the water as charged, the burden shifts to DC Water to rebut the customer's claim that s/he did not use the water as charged. (Gatewood v. DC WASA, 82 A.3d, DC Court of Appeals 2013)
5. 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.

### DECISION

The customer established a prima facie case that more likely than not the disputed bill was incorrect. The customer's case was premised upon the fact that a fire had occurred at the property rendering it uninhabitable and the family was not occupying the property at the time of the water usage. Also, the customer, her daughter, and care provider testified that they were not aware of any leaks or plumbing issues and had observed nothing amiss at the property. Finally, the customer testified that a DC Water employee, who happened to be her nephew, turned off the water to the house following the occurrence of the fire.

In rebuttal, DC Water presented proof, through a meter test, that its water meter was functioning accurately. The utility had meter reads throughout the disputed period and beyond reflecting water registration occurring at the property following the occurrence of the fire and after the customer's nephew turned off water to the property. The utility further had documentation of ebbs and increases in water usage occurring at the property despite the family's absence. Lastly, DC Water provided two (2) plausible explanations as to the cause of the water usage- first, that the plumbing had been compromised by the fire; and, second, that the water usage was the result of a faulty internal fixture such as a toilet based upon the pattern of usage.

The customer presented a letter from the contractor who wrote that he inspected the house and found no leaks but determined that the meter was not operating properly. The letter was dated 1/5/18. The utility's evidence was that water usage stopped as of 11/6/17 and had not resumed as of the hearing date. As such, there is no dispute that water usage at the time of the contractor's inspection was not occurring at the property. The contractor also made a determination that the water meter was not operating properly. The contractor failed to elaborate the basis of his meter determination. Moreover, the meter test results rebut the contractor's statement regarding meter function.

DC Water presented two (2) theories as to possible cause of the water usage- first, that the plumbing in the house was compromised by the fire; and, second, that the usage was caused by a faulty internal fixture, such as a toilet. Because water usage continued to register on the water meter even after Mr. Wilkins came to the property to turn the water off, the Hearing Officer is convinced that something or a combination of a faulty main water valve or an internal fixture caused water to leak within the house. If Mr. Wilkins turned the water off at the main

water valve, there should have been no water registering on the water meter thereafter. Likewise, the testimony was that a 1<sup>st</sup> floor bathroom and the kitchen were the only rooms not destroyed by the fire and, as such, it is plausible that fixtures in either room or the water pipes of the rooms could have been affected by the fire. The Hearing Officer also notes that workers were gutting the property within weeks of the occurrence of the fire and the presence of the workers could have resulted in water usage at the property either in the process of gutting the house or using whatever water fixtures existed in the house while they were presence in the house. Also, there was a lockbox which indicates that someone had the ability to enter the property and, as such, create the possibility of water usage either intentionally or negligently due to a faulty fixture such as a running toilet. Based upon the evidence and testimony presented, no determination cannot be made as to the cause of the water usage, however, the Hearing Officer is convinced that water usage did, in fact, occur at the property after the fire and based upon the utility having established through its meter test, that the water meter was functioning accurately, the preponderance of the evidence weighs in favor of a conclusion that the water usage was correctly measured by the water meter and the water bill is correct.

Pursuant to the District of Columbia Municipal Regulations, DC Water is prohibited from adjusting the customer's account when water usage is caused by a faulty internal fixture (21 DCMR 406) or when tests are done confirming that usage has occurred but the cause of the water usage is not determined. (See, 21 DCMR 408) As noted above, the evidence and testimony sustain a conclusion that water usage occurred at the property following the fire, however, the cause of the usage can only be speculated, even though the utility presents two (2) plausible theories as to cause.

Based upon the foregoing, the determination of DC Water that the charges are valid and no basis exists for adjustment of the customer's account is hereby AFFIRMED. As noted during the hearing, the customer might well have a claim for water loss against her insurance, however, liability for payment of the water bill rests with the property owner and does not involve the owner's liability to the utility for water service.

By: Janet W. Blassingame  
Janet W. Blassingame, Hearing Officer  
Date: March 5, 2018

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