

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

IN RE: [REDACTED]
[REDACTED] Columbia Road, NW
Washington, DC 20001

Account No: [REDACTED]
Case No: 2018-09-03

Amount in Dispute - \$ 2,346.590

Before Janet W. Blassingame, Hearing Officer
May 15, 2019 at 10:00 a.m.

The customer contested water and sewer bills for the above account for the period of time January 10, 2018 to April 14, 2018. The DC Water and Sewer Authority (DC Water) investigated the water and sewer charges and determined that the charges were valid and no adjustment of the account was warranted. The customer appealed DC Water's decision and requested an administrative hearing.

This matter was previously scheduled for hearing on September 5, 2018, however, no one appeared on behalf of the customer and an Order of Default was issued dated October 11, 2018. The customer, subsequently, contacted DC Water and requested that the matter be rescheduled. He stated that he was out of the country due to his mother's death. This matter was re-scheduled for hearing on May 15, 2019. Present for hearing were Arleen Andrews, Communication Agent, DC Water, on behalf of DC Water, and, Kimberly Arrington, Supervisor, Customer Support, DC Water as an observer. The customer was afforded a forty-five-minute grace period and failed to appear. [REDACTED] arrived at DC Water at approximately 11:15 a.m., however, the Hearing Officer had departed the building. [REDACTED] was offered the opportunity to wait or to return for hearing in the afternoon and he elected to do so. The hearing was convened at 1:00 p.m. with all parties present.

The property involved is a two (2) family residence with each unit having a full bathroom, a kitchen and radiators. The house has one outside faucet. The customer asserted that the water and sewer bill for the property had never been over One Hundred Dollars (\$100.00) for a billing cycle.

At the start of the hearing, [REDACTED] stated that he submitted original documents in support of his dispute to DC Water's Office of Corporation Counsel and he would like to see his submitted documents. Ms. Andrews provided several documents contained in the case file to the customer for his review and use during the hearing. Like documents were also given to the Hearing Officer.

[REDACTED] testified that the bill for the period 2/9/2018 to 4/9/2018 was for 66 CCF of water and amounted to a charge of \$714.99. He stated that the bill dated 3/27/2018 for the period 1/16/2018 to 2/8/2018 amounted to a charge of \$1,631.60. The customer asserted that nothing unusual was happening at the property during these periods. He stated that his mother

was sick and that his attention was toward her needs. He asserted that he failed to catch the first high bill in March due to his mother's illness and he admitted that he simply was not paying attention to bills due to his mother's illness.

██████████ stated that during the periods in dispute no plumbing work was performed at the property and to his knowledge and information, there were no plumbing defects.

Ms. Andrews testified that DC Water considers the charges valid.

██████████ interjected that the account number reflected on DC Water's log of meter reads from the property is different from the water and sewer account number for the property. ██████████ pointed out that the meter read log shows account number 3019285 and the account number for the property is account number 35672-5. Ms. Andrews responded that the meter read log shows the premise number which is not the account number. Ms. Andrews asserted that the account number for the property is correct and the meter reads, as reflected, are for the property.

Ms. Andrews stated that the customer has an automated meter system which transmits meter reads to the utility. Referring to the meter reads from the property, Ms. Andrews testified that the meter started to run continuously starting 1/9/2018 at 16:00 hours and that the meter continued to register continuous water usage until 1/22/2018 at 18:00 hours. Ms. Andrews continued and stated that the water meter registered continuous water being used at the property starting on 1/23/2018 at 13:00 hours until 2/4/2018 at 17:00 hours, that continuous water usage occurred on 2/5/2018 at 4:00 hours until 2/21/18 at 22:00 hours, and, again, on 2/22/2018 starting at 6:00 hours until 2/22/2018 at 19:00 hours.

Ms. Andrews testified that DC Water made five (5) HUNA (High Usage Notifications Alerts) calls to the property owner advising of the occurring high water usage at the property. Ms. Andrews stated that the HUNA calls went out to the property owner on 1/11/18, 1/17/18, 1/23/18, 1/29/18 and 2/4/18.

Ms. Andrews asserted that the customer currently owes DC Water \$230.84 for water and sewer services.

DC Water tested the water meter at the property and the water meter was determined to have 100.96% overall accuracy.

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 residential property occupied by ██████████ and owned by ██████████. (Testimony of ██████████ taken from Administrative Hearing Petition received 7/2/18 by DC Water)
2. The period in dispute is 1/10/2018 to 4/14/2018. (Testimony of the parties)
3. High water usage occurred at the property starting 1/9/2018 and continued until

- 1/22/2018. (Testimony of Arlene Andrews; DC Water Meter Read Log)
4. High water usage occurred at the property starting 2/5/2018 and continued until 2/21/2018. (Testimony of Arlene Andrews; DC Water Meter Read Log)
 5. High water usage occurred at the property starting 2/22/2018 and continued until 2/22/2018. (Testimony of Arlene Andrews; DC Water Meter Read Log)
 6. DC Water made five (5) telephone calls to the property owner to advise that high water usage was occurring at the property; the HUNA calls were made on 1/11/18, 1/17/18, 1/23/18, 1/29/18 and 2/4/18. (Testimony of Arlene Andrews; email from Danny Ballerini to Arlene Andrews dated May 14, 2019; DC Water Interaction Record dated 1/29/2018; DC Water Interaction Record dated 2/4/2018; and, DC Water Investigation Letter dated June 15, 2018)
 7. During the period in dispute, the tenant was preoccupied with his mother's illness and her care but was unaware of any plumbing issues within the property. (Testimony of [REDACTED])
 8. DC Water made no plumbing repairs at the property during the period in dispute. (DC Water Investigation Letter dated June 15, 2018)
 9. DC Water tested the water meter from the property and the water meter was determined to have 100.96% accuracy. (DC Water Meter Test Results dated 8/16/2018)
 10. The telephone number used by DC Water to make high water usage alerts notifications matches the telephone number of the property owner-[REDACTED]. (DC Water customer telephone contact record)

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 failed to establish that more likely than not the bills in dispute are wrong or for some other reason, he should not be responsible for payment of the water and sewer charges. As a general rule, a property owner is responsible for what occurs on his property and, in this case, it appears that water was being used or wasted at the property. Nothing in the record supports a conclusion that the water usage did not occur or for some reason, the property owner is not responsible for payment to the utility for its water and sewer services. [REDACTED] is the tenant residing in the property and, although not testified, the inference is that the tenant pays the water and sewer charges regarding the property. Such an arrangement regarding utility payment is a contractual matter between landlord and tenant and the same has no bearing upon whether the charges are valid and DC Water is owed payment. As such, whether the tenant pays the charges or the property owner is not relevant to DC Water, however, if the tenant is responsible for payment based upon the lease with the landlord and the tenant fails to pay for water and sewer service, ultimately, the property owner is responsible for the charges and if the property owner fails to pay the charges, the utility can place a lien upon the property and possibly subject the property to a sale.

[REDACTED] testified that he was preoccupied with the health and care of his mother during the period in dispute and he was unaware of any plumbing issues regarding the property. On the other hand, the property owner was called five (5) times by DC Water to inform the owner that high water usage was occurring at the property. [REDACTED] did not address the knowledge or lack thereof by the property owner that high water usage was occurring at the property during the period in dispute but DC Water established that the owner was on notice.

DC Water presented meter reads from the property documenting the water usage. The utility further tested the water meter and the meter was determined to be functioning within acceptable accuracy range.

Lastly, DC Water presented its record of customer telephone contacts with the utility and contained therein was memorialized a telephone contact with [REDACTED] on 5/1/2018, who utilized the telephone number used by DC Water for the HUNA calls, and during which she stated that the property was tenant occupied and that she was not told by the tenants that there was an issue at the property.

The Hearing Officer concludes that this matter is indicative of a failure to communicate between the landlord and the tenant and neither one was diligent regarding what was occurring at the property. In the case of the tenant, [REDACTED] acknowledged that he was preoccupied with his mother's health and care. In the case of the landlord, she received repeated notice/alerts of high-water usage occurring at the property and either ignored the alerts or she and tenant are not acknowledging receiving notice of high-water usage occurring at the property if the property owner relayed the information to the tenant.

As stated, nothing was presented to establish that the charges by DC Water for water and

sewer service to the property were wrong. The responsibility for payment of the charges ultimately rests upon the property owner and any agreement between landlord and tenant regarding payment of the water and sewer bill is not relevant to the obligation to DC Water for payment of its service.

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

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

Date: June 26, 2019

Copy to:


Columbia Road, NW
Washington, DC 20001

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

IN RE: [REDACTED]
[REDACTED] 4th Street, NW #3
Washington, DC 20011

Account No: [REDACTED]
Case No: 2019-02-27

Amount in Dispute - \$ 1,165.96

Before Janet W. Blassingame, Hearing Officer
May 15, 2019 at 2:00 p.m.

The customer contested a water and sewer bill for the above account for the period of time September 19, 2018 to October 16, 2018. The DC Water and Sewer Authority (DC Water) investigated the water and sewer charges and determined that the charges were valid and no adjustment of the account was warranted. DC Water determined that evidence of recent repairs at the property indicated the increased consumption was due to an internal leak. The customer appealed DC Water's decision and requested an administrative hearing.

This matter was scheduled for hearing on May 15, 2019. Present for hearing were [REDACTED] and Arleen Andrews, Communication Agent, DC Water, on behalf of DC Water.

The property involved is a four (4) unit apartment building owned by [REDACTED] since year 2002. Each unit has one bathroom/one kitchen, a dishwasher, and is heated by radiators. The building has one outside faucet. [REDACTED] stated that she occupies two (2) units and rents the other two (2) units. She stated that, historically, the water and sewer bill for the building is approximately Two Hundred Dollars (\$200.00) per billing cycle.

The customer complains that she received a bill from DC Water for almost Two Thousand Dollars (\$2,000.00) for one month of water and sewer service. She testified that she did not see any leaks within the building. She testified that she did see water oozing from the ground outside of the building. Ms. [REDACTED] testified that there is underground piping for a hose bib connected to the building. She stated that she felt that the oozing water was not her problem because the water was not inside of the building and, as such, was not her fault. She stated that the leak was outside and underground. In her statement accompanying the Administrative Hearing Petition, the customer wrote that there was a rupture in an underground pipe in her property that caused a serious leak. She wrote that the pipe was underground and was not easily detectable.

Ms. Andrews asserted that the charges are valid. She stated that DC Water does not adjust a customer's account when excessive water use/loss is due to a leaking faucet or fixture. She testified that DC Water received a plumber's report from the customer on 11/7/18, but the report did not indicate the location of the leak. Ms. Andrews stated that DC Water considers a hose bib to be a household fixture. She stated that she sent the customer an email on 11/26/18

asking for the location of the leak, however, the customer responded by sending back the exact same plumber's report. She stated that the customer telephoned DC Water on 1/16/2019 and was told that the utility needed the information cited in the 11/26/2018 email letter.

Ms. Andrews testified that she called Roto Rooter and spoke with Miguel. She stated that Miguel explained that the waterline had been replaced next to the water meter not underground because he did not excavate. The customer stated that she does not know who Miguel is...

Ms. [REDACTED] stated that water was oozing at the pipe connection.

Ms. Andrews stated that underground leaks cannot be seen whereas household fixtures can be seen. In response, the customer stated that the leak at her building was hidden and she explained that she had to search for the leak outside and inside of the building before she was able to locate where the leak was. Ms. Andrews retorted that looking for a leak is not the same as the leak being hidden. At this point, the customer attempted to elaborate as to where the leak was. Ms. [REDACTED] testified that the pipe from underground connects into the basement of the building, not into any one apartment, but, into an unoccupied part of the building. She testified that where the leak was is covered by plywood and that she/plumber had to move the plywood in order to access the pipe. She testified that one did not have to move dirt but, to get to the leak, one had to remove the plywood covering. At this point the Hearing Officer asked the customer to draw a picture of where the leak was. The customer did a hand drawing of the location of the leak and then, explained that the drawing depicts a small closet inside the building at the front door and that the closet is covered by plywood. She stated that the leak was behind the plywood covering of the "access" closet. The Hearing Officer accepted the customer's hand drawing into evidence and marked the same as "Exhibit 1".

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

FINDINGS OF FACT

1. The property involved is a four (4) unit apartment building owned by [REDACTED] who, also, occupies two (2) of the units in the building. (Testimony of [REDACTED])
2. The period in dispute is September 19, 2018 to October 16, 2018. (Testimony of the parties)
3. A significant increase in registering water usage occurred at the apartment over the course of several months. (Testimony of [REDACTED]; Statement by [REDACTED] submitted with Administrative Hearing Petition)
4. The customer observed water oozing from the ground outside of the apartment building but believed that such a leak was not her responsibility because it was outside of her apartment building. (Testimony of [REDACTED])

5. In October 2018, the customer, after searching inside and outside of the building, located the water leak which she described as hidden/underground and she connected Roto Rooter for repairs. (Testimony of [REDACTED]; Roto-Rooter repair statement dated 10/26/2018)
6. That Roto-Rooter replaced a waterline next to the meter; the work did not involve excavation and was not done underground. (DC Water Note Log by EWright dated 4/17/2019)
7. That the leak was located in an access closet by the front door of the apartment building; the closet was covered by plywood making the leak not visible to the naked eye without removal of the plywood. The leak stemmed from a waterline coming into the building for a hose bib by the meter. (Testimony of [REDACTED]; Drawing by [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. 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)
3. If an underground leak or a leak not apparent from visual or other inspection 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 if requested, the utility may adjust the bill(s) for the periods 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 407.3 and 407.5)

DECISION


For the greater part of the hearing, the parties testified to opposing facts as to the nature of the leak and its location. The customer testified that she observed water oozing from the underground outside of her building and she maintained, despite contrary testimony from the utility, that the leak was hidden. Having spoken with a representative of Roto Rooter, the plumbing company which performed the repairs, the utility's representative maintained that the leak was not underground because the plumber did not have to excavate in order to perform the repair. Ultimately, testimony and evidence revealed that both parties were correct, that the leak was hidden and not visual to the naked eye and no excavation was necessary for its repair.

Because the testimony from the parties was conflicting but both were adamant in their respective conclusion of what caused increased water consumption at the property, the Hearing Officer requested the customer to draw a picture of where the leak was found and repaired. In drawing the picture, the customer was able to clearly articulate where the leak was and what had to be done in order to find the leak. The customer drew and explained that the leak was found behind a plywood covered closet housing the water meter. She stated that the underground water pipe surfaced on the outside of the building and went into the unoccupied basement of area of the building and that the water pipe ended in the closet located near the front door. With the aid of her drawing, the customer articulated that the leak was behind the plywood covering. In the end, it made sense that the plumber did not excavate dirt to get to the leak because he removed the plywood to get to the leak and the customer could not see where the leak was because it was behind the plywood. As such, the testimony of the parties was consistence and creditable.

As Ms. Andrews noted during the hearing, DC Water is barred by regulation from adjusting a customer's account due to excessive water usage caused by an outside faucet or internal fixture. (See, 21 DCMR 406) However, with respect to leaks that are underground or otherwise not visual to the naked eye, DC Water will adjust a customer's account for excessive water used or lost. (See, 21 DCMR 407) The utility may adjust the bill(s) for the periods 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.


Despite the customer's difficulty in articulating where the leak was located, she ultimately was able to convey, through the use of her drawing, that the leak was behind plywood covering and was not apparent from visual inspection. As noted, once the customer used her drawing, it became clear that the parties' testimony was consistence. As such, based upon the evidence and testimony, it is determined that the customer is entitled to an adjustment of her account because the excessive water use was due to a leak not apparent by visual inspection.

Accordingly, the determination by DC Water that the charges are valid and no basis exists for adjustment of the customer's account is REVERSED. DC Water is directed to adjust the customer's account for the period 9/19/18 to 10/16/18 by 50% of the excess water usage over the average consumption of water at the premised based upon up to three (3) previous comparable periods for which records are available.

By: 
Janet W. Blessingame, Hearing Officer

Date: June 26, 2019

Copy to:


4th Street, NW
Washington, DC 20011

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

IN RE: Bikram Sakopta
Huome Estate, LLC
6423 Deepford Street
Springfield, VA 22150

Account No: [REDACTED]
Case No: 2019-02-28

Service Address:
4220 9th Street, SE

Amount and Dates in Dispute:
10/24/18 – 11/29/18 = \$ 5,136.64
11/30/18 – 12/28/18 = 5,465.87
\$10,602.51

Before Janet W. Blassingame, Hearing Officer
May 16, 2019 at 10:00 a.m.

The customer contested water and sewer bills for the above account for the period of time October 24, 2018 to December 28, 2018. The DC Water and Sewer Authority (DC Water) investigated the water and sewer charges and determined that the charges for the bill dated 1/2/19 for the period 11/30/18 to 12/28/18 were valid and no adjustment of the account was warranted. DC Water determined that the customer's dispute of the charges for the bill dated 12/23/18 for the period 10/24/18 to 11/29/18 was untimely. The customer appealed DC Water's decision and requested an administrative hearing.

This matter was scheduled for hearing on May 16, 2019. Present for hearing were: Bikram Sakopta, on behalf of Huome Estate, LLC; Arleen Andrews, Communication Agent, DC Water, on behalf of DC Water; and, Kimberly Arrington, Supervisor, Customer Support, DC Water.

Mr. Sakopta identified himself as the managing member of Huome Estate, LLC which has owned the property since 2014. The property involved is a twenty-two (22) unit apartment building. Each unit has one bathroom and one kitchen. The building has a laundry room with four (4) washing machines, a utility sink, one outside faucet and one water meter. Mr. Sakopta stated that the water and sewer bill for the property generally ranged between Twenty-three Hundred Dollars (\$2,300.00) and Twenty-five Hundred Dollars (\$2,500.00) per billing cycle.

Mr. Sakopta testified that, September 2018, DC Water called to change the water meter at the property. Mr. Sakopta asserted that, after the meter change, the water bill went up to Five Thousand Dollars (\$5,000.00) from Twenty-five Hundred Dollars (\$2,500.00). Mr. Sakopta testified that the utility changed the water meter in March 2019 and the water and sewer bill went back to within its historical range of between Twenty-five Hundred Dollars (\$2,500.00) to

Twenty-eight Hundred Dollars (\$2,800.00). Mr. Sakopta asserted that the water and sewer charges increase lasted four (4) months, from November 2018 thru February 2019.

Mr. Sakopta testified that Michael & Son plumbing company came out to the property in March 2019 and checked all of the units. He stated that the plumber found drips in a few units and that he followed up by having the identified work done by the maintenance person who lives on site. Mr. Sakopta stated that the repairs were performed in March and April 2019. He explained that the maintenance person at the property performed repairs whenever called to a unit and that the units are inspected once per year.

Mr. Sakopta stated that he went away on travel in December 2018 and while on travel, he heard about increased usage charges to the property. Mr. Sakopta stated that he returned from traveling in January 2019 and he told "Ben" (Aorimiyaw), the manager, to call DC Water.

Mr. Sakopta stated that he sent a letter to DC Water dated February 12, 2019.

Mr. Sakopta, also, asserted that the plumber told him that a lot of people were having problems with meter overreading. Mr. Sakopta further stated that he asked other owners of properties regarding the water and sewer bills for their properties and the owners said the bills were too high.

Mr. Sakopta asserted that once DC Water installed another new water meter at the property, the high usage problem was resolved. Mr. Sakopta contended that he does not believe that the drips/toilet caused such an increase in the water and sewer charges to the property.

Ms. Andrews stated that DC Water's position is that the charges are valid. She pointed out that the utility does not adjust a customer's account when increased water usage is due to household fixture leaks.

Ms. Andrews testified that DC Water performed an audit for an underground leak at the property on January 3, 2019 and the service technician wrote "found registration @ meter, had property Engineer shut service valve leak stop Owner need a plumber".

Ms. Andrews pointed out that the meter change took place in October 2018 prior to the December billing of the customer. She stated that the meter change was done on October 30, 2018. She further testified that prior to the meter change, DC Water had estimated the customer's water usage from April 2018 to October 26, 2018. Ms. Andrews stated that the utility did not back bill the customer but instead billed forward.

Ms. Andrew stated that DC Water's test bench is down and meter test results will not be available until after May 20th. The parties agreed that the Hearing Officer will hold the record open pending the test results.

Ms. Andrews testified that DC Water sent a high-water usage notification alert to the customer on May 11, 2019. She, also, reiterated that DC Water does not adjust customer account for high usage caused by household fixtures. Mr. Sakopta interjected and asserted that he believes that the high usage was the result of a faulty meter and the customer disputes charges not only for the period 12/29/18 to 1/29/19 in the amount of \$4,331.88 but charges for 1/30/19 to 2/28/19 in the amount of \$4,359.02. Ms. Andrews responded that DC Water agrees to expand to the customer's dispute to include charges from 12/29/18 to 2/28/19, but, the utility's position does not change that the charges are valid and no adjustment of the customer's account is warranted.

Michael Aorimiyaw, the customer's property manager, testified that the highest bill received by the property for water and sewer service had been for \$3,000.00 in the Summer, but, then, the water and sewer bill charge doubled in October. He stated that he told DC Water that something was wrong with the water meter. He asserted that leaks should not cause such a margin of difference in the property's water and sewer charge for service. Mr. Aorimiyaw stated that he requested a water meter change by DC Water and he, also, had Roto Rooter come out to the property. Mr. Aorimiyaw testified that the plumbing service found minor leakage in sinks/bathtub but no underground leaks. He testified that the repairs were performed about a week later following the inspection. Mr. Aorimiyaw stated that the property's bill received in February 2019 reflected no decline in the charges for service, so, he again contacted DC Water requesting a meter change. Mr. Aorimiyaw asserted that after DC Water changed the water meter, the bill for service returned back to within historical usage.

Mr. Sakopta stated that the plumbers told him to change the water meter.

On June 18, 2019, DC Water forwarded to the Hearing Officer test results regarding the water meter. According to the transmittal, meter number 17035956 was tested on 4/10/2019 with the following results:

Low 100.14

MED 101.41

HIGH 99.34

Test results overall accuracy 100.30% AWA Standards 98.50% to 101.50%.

(email dated Tuesday, June 18,2019 from Arlene Andrews)

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 22-unit apartment building owned and operated by Huome Estate, LLC, Bikram Sakopta, Managing Partner. (Testimony of Bikram Sakopta)
2. The periods in dispute are from 10/24/18 thru 2/28/19. (Testimony of the parties)

3. DC Water changed the water meter at the property on October 30, 2018. (Testimony of Arleen Andrews; DC Water Meter Read Log)
4. Prior to the meter change, DC Water had estimated the customer's water usage for the previous five (5) billing periods which covered 6/26/2018 to October 26, 2018. (DC Water Meter Read Log)
5. From the utility's record of meter reads from the property, it appears that the water meter's MTU (meter transmittal unit) stopped transmitting meter reads as of 11/22/2017 and thereafter, the utility either estimated the customer's water usage or obtained a field read of the water meter until the water meter was changed in October 2018. (DC Water Meter Read Log)
6. The water meter registered a significant increase in water usage occurring at the property and customer experienced a corresponding significant increase in the charge for water and sewer service by the utility as reflected in the bill for service dated 12/13/18 for the period 10/31/18 to 11/29/18. (DC Water Bill Summary dated 12/13/18)
7. The customer's water usage further increased based upon usage registering on the water meter for the period 11/30/18 to 12/28/18. (DC Water Bill Summary dated 1/2/19)
8. The customer's registering water usage for the periods 12/29/18 to 1/29/19 and 1/30/19 to 2/28/19 reflected a decline in water used from the previous two (2) billing cycles. (DC Water Bill Summaries dated 1/29/19 and 2/28/19)
9. In response to the spike in recorded water usage, the customer brought in Michael & Son Services on March 7, 2019 to search for leaks at the property and the plumbing services identified leaks/drips in a few units which the customer had its maintenance person repair sometime between March and April 2019. (Testimony of Bikram Sakopta and Michael Aorimiyaw; Michael & Son invoice dated 03/08/2019)
10. Also, in response to the spike in recorded water usage, the customer requested that DC Water, again, change the water meter and the utility complied with a water meter change in March 2019. (Testimony of Bikram Sakopta and Michael Aorimiyaw)
11. After March 2019, the customer's charges for water and sewer service returned to within historical range which had been between \$2,200.00 and \$3,000.00 per billing cycle. (Testimony of Bikram Sakopta and Michael Aorimiyaw)
12. DC Water conducted an underground inspection of the property on January 3, 2019 and found no underground leaks.
13. On March 1, 2019, the customer had Roto Rooter Plumbing & Water Cleanup at the property and the plumbing service reported detecting water leak(s) not visual to the naked eye. (Roto Rooter Plumbing & Water Cleanup invoice dated 3/1/19)
14. DC Water tested the water meter at the property on 04/10/2019 and determined that the water meter had 100.30% accuracy. (DC Water Meter Test Results transmitted by email from Arleen Andrews to Janet Blassingame on June 18, 2019)

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 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. If an underground leak or a leak not apparent from visual or other inspection 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 if requested, the utility may adjust the bill(s) for the periods 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 407.3)
 5. In order to have a request considered for account adjustment based upon the existence of an underground leak or a leak not apparent to visual inspection, the customer must meet certain criteria to include: (a) there has been on negligence on the part of the owner or occupant in notifying the DC Water of unusual conditions indicative of a waste of water; (b) the owner has taken steps to have the leak repaired promptly upon discovery of a leak on private property; (c) repairs have been made by a District registered plumber.. (See, 21 DCMR 407.5)

DECISION

The customer in this matter failed to establish a prima facie case that more likely than not the disputed bill was incorrect. The customer believed that the significant increase in water usage at the property was the result of a water meter change. The evidence and testimony adduced during the hearing, however, failed to support the customer's belief.

Prior to the meter change in October 2019, DC Water had been estimating the customer's water usage. Estimated water usage is based upon historical data and the utility might go back several years to establish what it believes to be usage at a property. In this case, the MTU stopped transmitting meter reads from the property many months prior to the change of the water meter and, as such, the customer's water usage was not reflected in real time until the new meter was placed at the property and the utility stopped estimating the customer's usage. More

importantly than the fact that the customer for many months did not have knowledge of the amount of water being used at the property because the utility was estimating its water usage, there were 22 units making up the property and leaks were detected in a few units as described by the customer's representatives. In reality however, it remains unknown what is meant by a "few units" and no information was presented as to number of leaks or the severity of the leaks. The testimony was that Michael & Son detected the leaks in March 2019 and, thereafter, the customer's maintenance person, on site, performed repairs sometime in March or April 2019 for testimony was not concise as to when the repairs were actually performed. The testimony also established that DC Water, per the request of the customer, changed the water meter sometime in March 2019. The parties failed to give concise testimony of the date of the meter change and documents submitted did not extend to the second meter change, so the exact date of the second meter change remains unestablished, however, the parties were in agreement that such a meter change did occur. The customer fails in his assertion that the second meter change resulted in a decline in water usage at the property because DC Water tested the water meter that was at the property and the water meter was determined to be functioning accurately, having an accuracy of 100.30%. DC Water, also, established, by conducting an underground inspection, that no underground leaks existed at the property and no such leaks caused increased water usage at the property. As such, the Hearing Officer concludes that the meter change was happenstance and more likely than not, because leaks were found in various units at the property and repairs were performed, the repairs that were performed at the property resulted in the decline in registering water usage.

With respect to leaks of toilets, sinks, bathtubs and the like, the regulations barred the utility from adjusting a customer's account when increased water usage or loss is due to household fixtures. (See, 21 DCMR 406)

The customer submitted an invoice from Roto Rooter indicating that the plumbing service detected water leak(s) not visible to the naked eye. The invoice reflects a service date of 2/21/19 and that the plumber discussed with the customer solution(s) to the leaks.

In instances where increased water usage or loss is due to leaks not apparent to visual inspection, the regulations do permit an adjustment of a customer's account provided certain criteria is met. (See, 21 DCMR 407.5) With respect to the invoice in evidence, however, the document fails to establish basis for consideration of an account adjustment. For example, no description or location of the leak(s) is given; no indication is documented that the leak(s) were repaired; and, no documentation is provided that the leak(s), if repaired, were repaired by a plumber licensed by the District of Columbia. In that Roto Rooter detected such leaks in February 2019, the repair, if any were made, would or might account for a decline in water usage. Also, the customer testified, through Mr. Sakopta, that despite having plumbing issues identified by a plumbing service, the customer, has elected to have repairs performed by the maintenance person on site at the property, as for example, the action taken in response to leaks detected by Michael & Son in March 2019. The customer failed to testify as to any criteria required to establish entitlement to consideration for an account adjustment based upon leaks not

visual to the naked eye, as such, the required representations to meet the criteria for consideration have not been met.

Based upon the foregoing facts or lack of proof, as established by the testimony and evidence in this matter, the Hearing Officer concludes that the weight of the evidence favors DC Water and its determination that the charges are valid and no basis exists to adjust the customer's account.

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: June 26, 2019

Copy to:

Mr. Bikram Sakopta
Huome Estate, LLC
6423 Deepford Street
Springfield, VA 22150

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

IN RE: [REDACTED]
Forrester St. SW
Washington, DC 20032

Account No: [REDACTED]
Case No: 2019-02-31

Amount in Dispute - \$ 1,319.61

Before Janet W. Blassingame, Hearing Officer
May 16, 2019 at 1:00 p.m.

ORDER OF CONTINUANCE

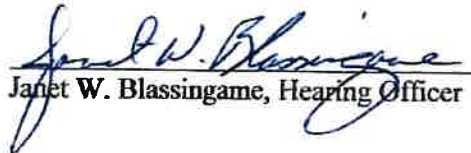
The customer contested a water and sewer bill for the above account for the period of time November 1, 2018 to December 3, 2018. The DC Water and Sewer Authority (DC Water) investigated the water and sewer charges and determined that the charges were valid and no adjustment of the account was warranted. The customer appealed DC Water's decision and requested an administrative hearing.

This matter was scheduled for hearing on March 16, 2019. Present for hearing were Arleen Andrews, Communication Agent, on behalf of DC Water and Kimberly Arrington, Supervisor, Customer Support, DC Water, as an observer.

The customer was afforded an extended grace period of fifty-five (55) minutes and, then, was telephoned by Ms. Arrington, who left a message. The customer called back at 2:00 p.m. and informed Ms. Arrington that he did not receive a Notice of Hearing and was requesting that the matter be rescheduled. On behalf of DC Water, Ms. Arrington agreed to reschedule the hearing and requested that the Hearing Officer grant a continuance of the matter and to allow it to be reschedule to a new date.

Based upon the request of the parties that this matter be reschedule, this matter is continued and DC Water is directed to reschedule this matter for hearing on a date to be determined based upon the upcoming hearing schedule.

Date: June 26, 2019


Janet W. Blassingame, Hearing Officer

Copy to:

[REDACTED]
Forrester St. SW
Washington, DC 20032

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

IN RE: [REDACTED]
[REDACTED] Rock Creek Church Rd. NW
Washington, DC 20011

Account No: 66885

Amounts and Periods in Dispute:
10/13/18 – 11/14/18 = \$ 188.96
11/15/18 – 12/13/18 = 295.73
12/14/18 – 1/15/19 = 324.24
\$ 808.93

Before Janet W. Blassingame, Hearing Officer
May 16, 2019 at 2:00 p.m. (started 2:45 p.m.)

The customer contested water and sewer bills for the above account for the period of time October 13, 2018 to January 15, 2019. The DC Water and Sewer Authority (DC Water) investigated the water and sewer charges and determined that the dispute of charges for the period October 13, 2018 to November 14, 2018 reflected on the bill dated December 5, 2018 was untimely. DC Water investigated the water and sewer charges for the period November 15, 2018 to December 13, 2018 reflected on the bill dated December 18, 2018 and determined that the charges were valid and no adjustment of the account was warranted. The customer appealed DC Water's decision and requested an administrative hearing.

This matter was scheduled for hearing on May 16, 2019. Present for hearing were [REDACTED] with her son, [REDACTED], and with her daughter, [REDACTED], as well as, Arlene Andrews, Communication Agent, on behalf of DC Water, and, Kimberly Arrington, Supervisor, Customer Support, DC Water, as an observer.

The property involved is a single-family home owned and occupied by [REDACTED]. The house has two (2) bathrooms, one kitchen, radiators, a washing machine and one outside faucet. Ms. [REDACTED] lives alone although her daughter stays at the house periodically during each month to assist her mother. Ms. [REDACTED] stated, prior to this dispute, that the highest water and sewer bill that she has ever received was Eighty Dollars (\$80.00).

Ms. [REDACTED] testified that her mother did not receive a water and sewer bill in November 2018 and upon inquiry, she was told by DC Water that the amount due was \$2.80. Ms. [REDACTED] testified that DC Water failed to send a bill in December for the regular billing cycle, but, then, the utility sent her mother a bill for Eight Hundred Dollars (\$800.00). Ms. [REDACTED] stated that her mother received two (2) bills in December- one on the 5th and the other on the 18th. Ms. [REDACTED] interjected that she always pays her bills but she did not get any bills from DC Water for

two (2) months and then, she was sent two (2) bills in December. Ms. [REDACTED] stated that she paid \$97.34 on her water and sewer account on November 6, 2018.

Ms. [REDACTED] asserted that nothing is running in her mother's home. She testified that she regularly checks the house for drips and running water.

[REDACTED] testified that his mother telephoned him in January 2019 regarding the high bill and he checked her house and did not find anything amiss.

Ms. [REDACTED] asserted that they had no idea that the water and sewer bill (usage) was going up because her mother pays her bill every month.

[REDACTED] asserted that this problem could have been aborted if his mother had received a bill from the utility.

Ms. [REDACTED] testified that DC Water inspected the house for leaks and the service technician did not find anything wrong. Ms. [REDACTED] stated that she was told that a lot of people were having high bills and they do not know why. She stated that dye checks were done on January 7, 2019.

Ms. Andrews stated that DC Water considers the charges valid and that the charges are based upon meter reads. She testified that water usage at the property started going up between September and October. She stated that she does not know why Ms. [REDACTED] did not receive a bill from DC Water in November. She, further, stated that she does not have the results from the testing of the water meter from the property because DC Water's test bench is down until May 20, 2019. Ms. Andrews requested that the case remain open pending the meter test results becoming available.

Ms. Andrews asserted that the customer's water meter runs continuously, then, stops, then starts running continuously again.

[REDACTED] interjected that he changed the fluid master part of the toilet in January 2019. Ms. Andrews responded that DC Water does not adjust a customer's account when increased water usage is due to a household leak. Mr. [REDACTED] stated that he changed the fluid master after his mother received the bill dated 1/19/2019.

Ms. Andrews confirmed that DC Water did not send a high-water usage alert to the customer. She testified that on November 30, 2018, DC Water verified that high water usage was occurring at the property; the verification was done using the Star reporting system and DC Water placed a pull code on the account. Kimberly Arrington explained that the account was put on a manual hold for issuance of a spike letter and Ms. Andrews stated that a letter should have gone out to the customer advising that high water usage was occurring at her property with the December 5, 2018 bill statement.

Ms. Andrews asserted that DC Water has no record of Ms. [REDACTED] contacting the utility because her mother did not receive a water and sewer bill. Ms. [REDACTED] reiterated that she did, in fact, contact DC Water regarding the lack of a bill.

In looking at the meter read report submitted by DC Water, the Hearing Officer noted that it appears that water usage at the house started to decline on January 10, 2019. [REDACTED] stated that he changed to fluid master after his mother received the bill dated 1/19/19.

Ms. Andrews testified that DC Water did not send an alert to the customer of high water usage occurring at her property.

Post-hearing, DC Water submitted to the Hearing Officer on June 19, 2019, an email reflecting the Meter Test results for the property. According to the email, the meter test was conducted on 4/29/19 and the results were as follows:

LOW 103.40

MED 101.70

HIGH 100.07

Test results overall accuracy 101.72 AWA standards 98.50% to 101.50%

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

FINDINGS OF FACT

1. The property involved is a single-family residence owned and occupied by [REDACTED] (Testimony of [REDACTED])
2. The period in dispute is October 13, 2018 to January 15, 2019. (Testimony of the parties)
3. Based upon meter reads from the property, DC Water became aware of high-water usage occurring at the property sometime between September 2018 and October 2018. (Testimony of Arleen Andrews)
4. In detecting, through the meter reads that water usage was increasing at the property, the utility put a manual hold of the account, and no bill was sent to the customer in November 2018. (Testimony of Arleen Andrews and Kimberly Arrington)
5. DC Water did not send a Bill Summary to the customer for service for two (2) months. (Testimony of [REDACTED] and [REDACTED])
6. As of November 30, 2018, DC Water, through its meter read report- STAR- verified that high usage was occurring at the property. (Testimony of Arleen Andrews)
7. DC Water sent the customer a bill dated 12/5/2018 for the period 10/13/18 to 11/14/18 and a second bill dated 12/18/18 for the period 11/15/18 to 12/13/18. (Testimony of the parties; Bill Summaries dated 12/5/18 and 12/18/18)
8. DC Water conducted an internal audit of the property on January 7, 2019 and no leaks were detected. (Testimony of [REDACTED]; DC Water Field Comments and Logs)

9. The customer and her daughter were unaware of any leaks or plumbing issues within the house to cause increased water consumption. (Testimony of [REDACTED], [REDACTED])
10. DC Water did not alert the customer of high-water usage occurring at the property. (Testimony of the parties)
11. After the utility verified that high water usage was occurring at the property procedure is that the customer would have been sent a "spike letter" enclosed with her Bill Summary. (Testimony of Arleen Andrews)
12. No evidence exists that the customer received a "spike letter" and DC Water acknowledged that the letter should have been enclosed with the Bill Summary dated 12/5/2018. (Review of record; testimony of Arleen Andrews)
13. Water usage at the property appears to have started to decline as of January 10, 2019. (DC Water Meter Read Log)
14. The customer's son replaced a fluid master on a toilet at the property sometime after his mother received the Bill Summary dated 1/19/19. (Testimony of [REDACTED])
15. DC Water tested the water meter from the property and the meter was determined to have 101.72% overall accuracy which exceeds the accepted standard for water meter accuracy as established by the American Water Works Association. (Email dated June 19, 2019 from Arleen Andrews to Janet Blassingame)

CONCLUSIONS OF LAW

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

See, 21 DCMR 403.
3. If the investigation of the bill challenge reveals doubtful meter registration or possible meter malfunction, the Department shall remove the meter and test it. (21 DCMR 405.2)
4. If the results of the tests under §405.2 verify doubtful registration or meter malfunction, the bill shall be adjusted to equal the average consumption of water at the same premises for up to three (3) previous comparable periods for which records are available. (21 DCMR 405.3)

DECISION

The evidence and testimony failed to establish by a preponderance of the evidence that the increased water usage reflected in the meter reads from the property was the result of a leak or some faulty household fixture. The customer and her children testified that they were not aware of any plumbing issues within the house. DC Water conducted an inspection of the house and no leaks were found. The customer's son testified that he did do a repair of a toilet, however, the repair was performed outside of the period in dispute and as such cannot be viewed as having any probative value in determining the cause of the high water registration since the evidence was that the high usage declined prior to the repair being performed.

Notwithstanding whether the high usage was due to a leak or some other cause, the meter failed testing. In this case, the evidence established that the water meter was overreading water used at the property. As such, the customer prevails because the utility cannot overcome the fact that its meter was faulty.

As the DC Municipal Regulations are now written if the water meter is found to be malfunctioning, the customer's bill is to be adjusted to equal the average consumption of water at the premises based upon past comparable periods. (21 DCMR 405)

Accordingly, the determination by DC Water that the charges are valid and no basis exists to adjust the customer's account is hereby REVERSED. DC Water shall adjust the customer's bills for the periods disputed to equal the average water consumption at the same premises for up to three (3) previous comparable periods for which records are available.

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

Date: June 26, 2019

Copy to:

Ms. [REDACTED]
[REDACTED] Rock Creed Church Road, NW
Washington, DC 20011

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

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

Account No: [REDACTED]
Case No: 2019-02-34

Amount in Dispute - \$ 1,552.23

Before Janet W. Blassingame, Hearing Officer
May 22, 2019 at 10:00 a.m.

ORDER OF DEFAULT

The customers contested a water and sewer bill for the above account for the period of time November 10, 2018 to January 10, 2019. The DC Water and Sewer Authority (DC Water) investigated the water and sewer charges and determined that the charges were valid and no adjustment of the account was warranted. DC Water, further, declared that the account had been billed based on actual meter readings. The customer appealed DC Water's decision and requested an administrative hearing.

This matter was scheduled for hearing on May 22, 2019. Present for hearing was Eileen Wright, Communication Specialist, DC Water on behalf of DC Water.

The customers were afforded an extended grace period due to the awareness of so many customers having difficulty finding the new location of DC Water as well as the utility's conduct of a mandatory fire drill. Upon return into the building following the fire drill, Ms. Wright checked at the building security desk as to whether the customer had appeared for the hearing and she checked for phone messages from the customer. After doing so, Ms. Wright declared that the customer had not called the utility to request a continuance or to declare that they were lost in attempting to appear for the scheduled hearing and they had not appeared for the hearing. As such, although the hearing was delayed until 11:35 a.m., the customers failed to appear. The letter of notification that was sent to the customers advised them that "Failure to appear at your scheduled hearing may result in a default judgment being entered against you." (See, 21 DCMR 415.3) Accordingly, based upon customers' failure to appear or to request that the hearing be postponed, a default judgment is entered against the customers and the determination that the bill is valid is affirmed.

By: Janet W. Blassingame
Janet W. Blassingame, Hearing Officer
Date: June 26, 2019

Copy to:

[REDACTED]

Van Ness Street, NW
Washington, DC 2016

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

IN RE: [REDACTED]

Account No: [REDACTED]
Case No: 2019-02-92

Service Address:
[REDACTED] 47th Place, NE

Amounts and Periods in Dispute:
12/22/17 to 1/22/18 = \$ 5,073.05
1/23/18 to 5/17/18 = 3,942.62
\$ 9,015.67

Before Janet W. Blassingame, Hearing Officer
May 29, 2019 at 10:00 a.m.

ORDER OF DEFAULT

The customer contested water and sewer bills for the above account for the period of time December 22, 2017 to May 17, 2018, as noted above. The DC Water and Sewer Authority (DC Water) investigated the water and sewer charges to include a testing of the water meter and determined that the charges were valid and no adjustment of the account was warranted. The customer appealed DC Water's decision and requested an administrative hearing.

This matter was initially scheduled for hearing on March 12, 2019 and rescheduled for hearing on May 29, 2019. On May 29, 2019, Eileen Wright, Communication Specialist, DC Water appeared on behalf of DC Water.

The customer was afforded an extended grace period due to the awareness of so many customer's having difficulty finding the new location of DC Water. Although the hearing was delayed until 11:00 a.m., the customer failed to appear. 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) Accordingly, based upon customer's failure to appear or to request that the hearing be postponed, a default judgment is entered against the customer and the determination that the bill is valid is affirmed.

By: Janet W. Blassingame
Janet W. Blassingame, Hearing Officer
Date: June 26, 2019

Copy to:



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

IN RE: [REDACTED]

Account No: [REDACTED]
Case No: 2019-01-14

Service Address:
[REDACTED] Underwood Street, NW

Amounts in Dispute: \$1,007.05

Before Janet W. Blessingame, Hearing Officer
May 29, 2019 at 11:00 a.m.

ORDER OF CONTINUANCE

The customer contested a water and sewer bill for the above account for the period of time November 20, 2018 to December 19, 2018. The DC Water and Sewer Authority (DC Water) investigated the water and sewer charges and determined that the charges were valid and no adjustment of the account was warranted. The customer appealed DC Water's decision and requested an administrative hearing.

This matter was initially scheduled for hearing on March 20, 2019 and rescheduled for hearing on May 29, 2019. On May 29, 2019, Eileen Wright, Communication Specialist, DC Water appeared on behalf of DC Water.

The customer was afforded an extended grace period due to the awareness of so many customer's having difficulty finding the new location of DC Water. Although the hearing was delayed until 12:00 p.m., the customer failed to appear. 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)

A review of the case file revealed that Notices of Hearing for the scheduled March 20, 2019 hearing were mailed by DC Water to the service address- [REDACTED] Underwood Street, NW and to the owner's mailing address identified as: [REDACTED]. A Notice of Hearing for the scheduled March 29, 2019 hearing was mailed by DC Water to the owner's mailing address, again, identified as: [REDACTED]. The Investigation Report letter dated 12/28/18 sent to the owner by DC Water was addressed to: [REDACTED]. The Hearing Officer notes that the return address on the customer's envelope in which she enclosed the Administrative Hearing Petition to DC Water stated the customer's mailing address as: [REDACTED]. Lastly, the Bill Statement(s) for the account are addressed to the customer at: [REDACTED]. [REDACTED], however, the customer is enrolled in AUTO Pay and the balance is automatically deducted on the due date.

Based upon the foregoing, the Hearing Officer questions if the customer's failure to appear for hearing was the result of lack of notice, in that, there are more than one variation in the customer's address used by DC Water and none of which match the address as stated by the customer on her envelope which she used to mail the hearing petition. Accordingly, it is the conclusion of the Hearing Officer that declaring the customer to be in default in this matter would be error. Thus, based upon customer's failure to appear or to request that the hearing be postponed and the discrepancies in address to which the Notice of Hearing was sent as opposed to the customer's stated address, this matter is continued for hearing. DC Water is directed to reschedule this matter for hearing and to send the Notice of Hearing to the customer at: [REDACTED]

By: Janet W. Blessingame
Janet W. Blessingame, Hearing Officer
Date: June 26, 2019

Copy to:

[REDACTED]

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

IN RE: Square 3605 Parking, LLC
1901 5th NE
Washington, DC 20032

Account No: [REDACTED]
Case No: 2019-01-01

Before Janet W. Blassingame, Hearing Officer
May 31, 2019 at 10:00 a.m.

ORDER OF CONTINUANCE

This matter came before the Hearing Officer upon DC Water's Motion For Postponement of Hearing Date and Petitioner's Response thereto and it appearing that the Petitioner consents to the relief requested, this matter was continued, by oral direction of the Hearing Officer, from May 31, 2019 to a new hearing date to be determined after the parties discuss a range of potential dates and advise DC Water as to hearing dates desired.

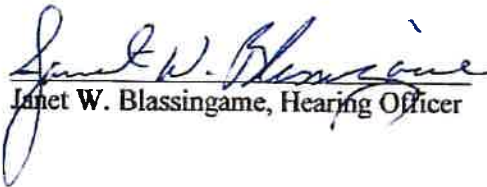
Accordingly, the actions above describe are hereby memorialized and directed as follows:

That the Motion to Postpone Hearing is and was GRANTED;

That this matter was removed upon the hearing calendar on May 31, 2019; and

That upon advice of counsel of agreed upon hearing dates, DC Water shall reschedule this matter to the earliest available date which is acceptable to counsel of both parties.

Dated: June 26, 2019


Janet W. Blassingame, Hearing Officer

Copies to:

Emil Hirsch, Esq.
Carlton Fields, PA
1025 Thomas Jefferson Street, NW
Washington, DC 20007-5208

Christopher Kerns, Esq.
Adam J. Kwiatkowski, Esq.
2237 33rd Street. NW
Washington, DC 20018

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

IN RE: F.U.N. Living Trust
c/o Taalib Din Uqdah
1373 Jefferson Street, NW
Washington, DC 20011

Account No: [REDACTED]
Case No: 2019-02-45

Service Address:
4700 14th Street, NW

Amount and Dates in Dispute:
10/24/18 – 11/26/18 = \$ 500.94
1/25/19 – 2/25/19 = 412.18
\$ 913.12

Before Janet W. Blessingame, Hearing Officer
May 23, 2019 at 10:00 a.m.

The customer contested water and sewer bills for the above account for two (2) billing periods- October 24, 2018 to November 26, 2018 and January 25, 2019 to February 25, 2019. The DC Water and Sewer Authority (DC Water) investigated the water and sewer charges and determined that the charges for the bill dated 11/27/18 for the period October 24, 2018 to November 26, 2018 were wrong and determined that an adjustment of the account was warranted. The adjustment resulted in a deduction of \$497.33 and the customer requested a refund. The customer wants the utility to issue him a refund check as opposed to crediting his account and requested an administrative hearing when his overpayment was not refunded.

This matter was scheduled for hearing on May 23, 2019. Present for hearing were Taalib Din Ugdah and Eileen Wright, Communication Specialist, DC Water, on behalf of DC Water.

The property involved is a one story with basement 3200 square foot commercial retail and office space building. The property has two (2) bathrooms consisting of a sink and toilet on the first floor and one bathroom in the basement. It also has two (2) mop sinks and two (2) outside faucets (keyed). The first floor of the building is occupied by Solar Solutions which has a total of fourteen (14) employees of which six (6) work in the office. The lower level (basement) is vacant as of April 30, 2019 when the tenant moved. H2Design Build had occupied the basement from August 2015 until it moved this year and the company has six (6) employees of which three (3) worked in the office. The property is monitored by a single water meter. Mr. Uqdah stated that the building has been owned since May 2002.

The customer previously disputed the water and sewer bills regarding this property for the period July 21, 2017 to July 2018. The hearing was held November 6, 2018 and resulted in a resolution and dismissal of the case with DC Water adjusting the customer's account in the

amount of \$619.92 for the period February 14, 2018 to September 14, 2018 and the customer agreeing to pay an outstanding amount of \$145.00 relating to a bill dated 8/22/2017. The Order of Dismissal was dated January 7, 2019.

Mr. Uqdah asserted that he, in fact, did pay the agreed amount of \$145.00 based upon the resolution of the prior dispute involving this property. The customer asserted that he, also, paid the utility \$51.00 pursuant to the bill dated 6/21/2018 and that he paid \$100.00 pursuant to the bill dated 9/25/2018 and that he sees no documentation of his payments in DC Waters records of the account. The customer asserted that he requested a copy of the account payment log and he sent to the utility copies of the cancelled checks evidencing payment to the utility. Mr. Uqdah contends that the problem that he is experiencing is the onus has been on him to prove that DC Water owes him money.

Mr. Uqdah testified that he is confused by the nomenclature used by DC Water regarding "credits" versus "adjustment". The customer asserted that when he left the November 6, 2018 hearing, he understood that he had an adjustment to the account in the amount of \$619.92. He asserts that on the next billing cycle statement which was dated 11/27/18, DC Water charged the account \$500.94. Mr. Uqdah stated that he disputed the 11/27/2018 charge and that he had a credit of \$118.98 which he wanted refunded to him. Mr. Uqdah stated that he was told by DC Water that he had to demand the money refund within a certain amount of time and that the utility stated that it would respond to his request within three (3) to five (5) business days but that their response may be delayed. DC Water responded to the customer's refund request on December 11, 2018 stating that due to time constraints for processing, the utility was unable to refund the balance of \$118.98. DC Water wrote to Mr. Uqdah that the account was scheduled to be billed for monthly charges within the next 30 days – which would be applied towards and significantly reduce or remove the credit balance. Mr. Uqdah responded that the utility had concocted a "gangster-like" reason for not refunding his money and demanded an immediate refund.

Mr. Uqdah testified that he, first, requested a refund from DC Water on December 3, 2018. Mr. Uqdah stated that there was no amount due to the utility when he requested his refund and that he had already paid the \$151.00 due based upon the most recent bill sent to him by DC Water.

Ms. Wright interjected that the customer paid \$152.88 on November 18, 2018 and paid \$145.00 on the same day, resulting in a total payment of \$297.88 as reflected on the Bill Summary dated 11/27/18. Mr. Uqdah retorted that he has cancelled checks showing that he also paid \$51.00 and \$100.00 to the utility and that these payments are not reflected on the account ledger maintained by the utility.

Mr. Uqdah pointed out that the email dated 12/19/18 sent by DC Water, stating that the utility had made an exception to process his refund request of \$118.98 and that the same was

forwarded to DC Water's Accounts Receivable team for processing, had no mention of any amount due to DC Water but he never got the promised refund and was told, later, that he was not entitled to the refund.

Mr. Uqdah asserts that the charge of \$500.94 to the account was a mistake. He points out that Ms. Wright wrote him on 2/4/2019 that he was receiving a reduction of the charge in the amount of \$497.33. The customer contends that, if in fact, he received an adjustment of \$697.00 by \$497.33 due to a faulty water meter, he should be getting \$900.00 plus back from the utility.

Mr. Uqdah asserted that DC Water will not admit that its water meters are faulty. The customer contended that his property has had 3 – 4 faulty water meters but that the utility maintains that its charges are valid. Mr. Uqdah pointed to a letter dated November 6, 2018 relating to the period 9/14/18 to 9/25/18. Mr. Uqdah contends that the water meter at the property was broken, yet, the utility asserts that the charges were valid.

Mr. Uqdah demands a bench test of the water meter at the property. He asserts that the registering water usage is too high. He stated that he had the same tenants and there is no car wash. He complains that no human is reading the water meter and that the utility relies upon a satellite. He asserts that there are no leaks in the building. He states that he constantly checks the property.

Ms. Wright testified that DC Water tested the water meter from the property in preparation of the November 2018 hearing and, again, pulled the water meter from the property for testing after the customer disputed the bill dated 11/27/18 for the amount of \$500.94. Ms. Wright stated that the meter test was performed on 1/9/19 and the meter was determined to have 101.83% accurately which is outside of the accepted limits for water meter accuracy as established by the American Water Works Association. Ms. Wright testified that the accepted standard for water meter accuracy is 98.5% to 101.5%. Ms. Wright testified that DC Water adjusted the customer's account for the period 10/24/18 to 12/13/18 because the water meter was running too fast. Ms. Wright asserted that DC Water removed the water meter from the property on 12/13/18.

Ms. Wright referred to the Investigation Letter sent to Mr. Uqdah by June Adams, Communication Specialist, DC, which is dated November 6, 2018. Ms. Wright noted that attached meter readings starting at 9/14/18 do not reflect that the customer reached 100 cubic foot (cf) of usage until 9/18/18 at 11:00 a.m. Ms. Wright explained that the dials of the water meter move when water comes into the meter and the dials stay the same if no water is moving in the meter. She pointed out that with respect to the property, the customer reached 200 cf not until 9/20/18.

In reference to the payments of \$51.00 and \$100.00 which the customer asserts that he paid to DC Water, Ms. Wright said that she would have the Accounting Department research where the payments are...

Mr. Uqdah asserted, that to him, Ms. Adams position in the November 6, 2018 letter made no sense; Ms. Wright acknowledged that the explanation provided to the customer needs further explaining and may have a typographical error.

Ms. Wright continues that the next bill statement sent to the customer was dated 2/25/19 for the amount of \$124.18, leaving \$169.46 credit and that the adjustment added \$497.33 for the period 10/18/18 to 12/13/18 resulting in a credit of \$373.15.

Ms. Wright asserted that DC Water issued a refund of \$169.46 to the customer on 3/13/19 based upon the credit shown on the bill dated 2/25/19. Ms. Wright asserted that, having gotten the refund of \$169.46, the customer is not entitled to any further credits.

Mr. Uqdah responded that he disputes everything that Ms. Wright just said...He argues that the water meters were broken at his property. He asserted that he wrote a check to DC Water in the amount of \$150.94 on 12/10/18 and that the check posted on 12/13/18. He asserted that since writing the check on 12/10/18, he did not write any more checks to the utility until 4/8/19 when he paid \$126.77. Mr. Uqdah argues that DC Water should have refunded to him the amount of \$619.92 which was his adjustment. Mr. Uqdah stated that "he wants a check". He explained that he objects to his credits being applied against full billings when he demanded a refund of his payment. Mr. Uqdah testified that he pays his bills to DC Water on time and that he wants to pay the utility when and, in such amounts, as he sees fit. He asserts that DC Water never admitted to faulty water meter. He pointed out that the utility gives him repeated adjustments and the utility repeatedly gives him faulty water meters. The customer asserted that he does not know if the adjustments are correct.

Ms. Wright testified that she used the period 2/19/15 to 9/21/15 as the comparative period upon which the customer's adjustment was calculated.

Mr. Uqdah asserted that he wants \$619.92 as a refund from DC Water. He stated that he disputed \$500+ bill and was given a further adjustment of \$497.33.

Ms. Wright asserted that during the November 2018 hearing, she explained that the customer's adjustment would be reflected on the next bill statement but, in this case, the customer's charge on the next statement was \$500.94. Ms. Wright asserted that DC Water had no way of knowing the amount of the customer's next bill. Ms. Wright asserted that Accounts Receivable has its rules.

Mr. Uqdah stated that the billing statement is confusing because it does not show the same as what is reflected on the account history. Mr. Uqdah reiterated that he was told by DC Water that he would get a refund of \$619.92 and then, the next bill purportedly wiped out the refund all but except \$118.98 and then, the utility adjusted his account a second time. Mr. Uqdah states that DC Water should have sent his money back to him and he wants his adjustment in a check (money paid to him). He asserts that when he gets a new bill from DC Water, he will pay his bill.

Ms. Wright asserts that a customer must request a refund in writing before the next bill statement is generated.

Mr. Uqdah argued that DC Water applied his adjustment to the next bill without telling him and if he had known that it was his responsibility to demand his adjustment be refunded, he would have done so.

Ms. Wright testified that Mr. Uqdah demanded \$118.98 to be refunded back to him and that the next water meter placed at the property was determined to be faulty and his account was further adjusted by \$497.33. Ms. Wright went on to state that the bill was \$500.94 as of 11/27/18 and if the customer had paid all invoices due, his credit would have been more than \$118.98, however, if a customer disputes a bill and elects not to pay the disputed bill, if an adjustment creates a refund on the account and the customer requests a refund, then, he will get money back.

Ms. Wright added that the Customer Service Department of DC Water has no jurisdiction over Account Receivable and, in this case, the Accounts Receivable refused to send the customer a refund.

Mr. Uqdah stated that he wants his money because the water meters placed at his property were faulty. He asserted that two (2) faulty water meters having been placed at the property reflects poor customer service. He complained that DC Water took out one faulty water meter, only to replace it with another faulty water meter. He asserts that the utility should "wipe the slant clean", give him his money and start again.

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

FINDINGS OF FACT

1. The property involved is a commercial building owned by F.U.N. Family Living Trust and managed by Taalib Din Uqdah. (Testimony of Taalib Din Uqdah)
2. The periods in dispute are 10/24/18 to 11/26/18 and 1/25/19 to 2/25/19. (Testimony of the parties)
3. The customer, previously, disputed charges for the period 9/30/2017 to 7/2018 and when the utility tested the water meter, the meter was determined to be faulty. The customer attended an administrative hearing and during the hearing, he was informed that his account would be adjusted in the amount of \$619.92 for the period February 14, 2018 to September 14, 2018. (Testimony of the parties; Order of Dismissal; record of hearing held November 6, 2018)
4. The customer requested a refund of the adjusted amount. (Testimony of Taalib Din Uqdah; email dated November 16, 2018 from Taalib Din Uqdah to Ms. Adams, DC Water)
5. DC Water billed the customer \$500.94 for service for the period 10/24/18 to 11/26/18 and applied the customer's credit against the charge, leaving a credit balance of \$118.98. (Testimony of the parties; Bill Summary dated 11/27/18; emails dated March 11, 2019 and March 12, 2019 to Mr. Uqdah from June Adams, DC Water)

6. The customer requested that the DC Water refund to him the credit balance of \$118.98. (Testimony of Taalib Din Uqdah)
7. In response to the customer's request for a refund, DC Water informed the customer that it required time to process his request. (DC Water email dated 12/11/18-Automatic Reply)
8. Instead of refunding the customer's credit, DC Water informed the customer that due to time constraints for processing, it was unable to refund the credit balance of \$118.98 and that the credit would be applied toward upcoming monthly charges which were significantly reduce or remove the credit balance. (email dated December 11, 2018 from Arleen Andrews, DC Water to Tauqdah)
9. In response to the customer's repeated and renewed demand for refund of the credit balance, DC Water informed the customer that it was making an exception and that the \$118.98 would be refunded. (email dated 12/19/18 from Arleen Andrews to Mr. Uqdah)
10. The customer disputed charges billed for the period 10/24/18 to 11/26/18. (Testimony of the parties)
11. DC Water investigated the charges and determined that the charges were valid and no basis exists to adjust the customer's account; the utility based its determination upon a plumber's report provided by the customer which reflected the after inspection no leaks were found at the property. (Investigation Letter dated November 6, 2018)
12. DC Water pulled the water meter from the property for testing in preparation for an administrative hearing on the customer's dispute and after testing, the meter was determined to be defective in that it was running too fast. (DC Water meter test results dated 1/9/19; testimony of Eileen Wright)
13. DC Water adjusted the customer's account for the period 10/24/18 to 12/13/18 in the amount of \$497.33 which left a credit balance of \$373.15 reflected on the Bill Summary dated 2/25/19 and after applying the credit to current charges, a credit of \$169.46 remained on the account. (Bill Summary dated 2/25/19; testimony of Eileen Wright)
14. DC Water issued the customer a refund in the amount of \$169.46 on 3/13/19. (Testimony of Eileen Wright)
15. DC Water Customer Service contends that DC Water Account Receivable has its own rules and made the decision not to refund the customer his credit balance as requested despite DC Water Customer Service having informed the customer that the credit would be refunded to him. (Testimony of Eileen Wright)

CONCLUSIONS OF LAW

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

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

See, 21 DCMR 403.

3. If the investigation of the bill challenge reveals doubtful meter registration or possible meter malfunction, the Department shall remove the meter and test it. (21 DCMR 405.2)
4. If the results of the tests under §405.2 verify doubtful registration or meter malfunction, the bill shall be adjusted to equal the average consumption of water at the same premises for up to three (3) previous comparable periods for which records are available. (21 DCMR 405.3)

DECISION

This matter is not the typical customer dispute, in that, DC Water has determined that its charges were not valid and that the customer's account should be and was, in fact, adjusted based upon the testing of the water meter(s) which were found to be defective. As such, the customer prevailed in his dispute of the charges. The issue in this case is whether DC Water is obligated to refund the customer a credit on his account when the customer requests such a refund.

The evidence and testimony established that the customer requested, sustained and never gave up his request for a refund of the credit reflected on his account following being awarded an adjustment. In response, the utility avoided payment of the refund based upon its slowness in processing the request and a practice of applying credits to current balances on account.

Most customer's do not object to the application of credits to their current balance due, however, in this case, the customer did object and he demanded refund of his credit. DC Water, through its Customer Service Department, informed the customer that he would, in fact, be refunded a credit in the amount of \$118.98. In explanation as to why the refund was not made, DC Water cited practices by its Accounts Department contrary to information given the customer by its Customer Service Department and the finger of fault was pointed toward the Accounts Department that it stopped the refund from being made.

During the hearing, DC Water did not cite or present any regulation, inter-agency directive or any form of support for the practice of applying a credit against current charges even when a customer has requested a refund. The Hearing Officer finds the D.C. Municipal Regulations to be silent on the process of refunding a customer of overcharges paid. On review of the Bill Summary back page as received by customers, however, the Hearing Officer found

the following statement- "If it is determined that the bill is erroneous, DC Water shall adjust the bill accordingly and refund any overcharges paid."


Throughout the hearing, the customer's testimony was creditable and no dispute exists as to his frustration and angst regarding the failure of DC Water to refund to him his demanded credit.

The customer testified that after he initiated his disputes, he paid \$145.00 which was the balance due at the resolution of the dispute of charges for the period 7/21/2017 to 8/20/17, that he paid his water and sewer charges in a timely manner and in full up to his dispute of the period 10/24/18 to 11/26/19 which resulted in the second adjustment of the account and the customer testified that he paid \$152.88 and \$145.00 in November 2018 and \$150.94 on December 13, 2018 but paid nothing more until 4/8/19, when he paid \$126.77.

The customer did not admit nor deny receiving a refund in the amount of \$169.46 based upon the second account adjustment. DC Water asserted that after said refund was made, it owed nothing more to the customer. The Hearing Officer is unable to determine if the refund, in fact, brought the account to \$0, for no Bill Summaries were presented at the hearing to support this allegation. It is clear, however, that DC Water, based upon its own stated practice and procedure, had a duty and obligation to refund to the customer his overpayment of charges especially after the customer requested a refund and DC Water informed the customer that it would issue a refund to him.

Notwithstanding that a refund at this junction may cause a balance due on the account by the customer, the customer is entitled to the refund as requested and it is directed that DC Water pay to the customer the refund of \$118.98 as it informed the customer that it would so do. DC Water is further directed to review the customer's account to determine if at any other period of time during the pendency of the customer's bill disputes, after subtraction for current charge, the customer had a credit balance and requested his refund of overpayment. DC Water shall provide a report of its findings to the customer and if it is determined that the customer had requested a refund and overpayment was evident and not refunded, DC Water shall give the customer the option of receiving a refund, even if the same would result in a balance owed by the customer, or, if the customer consents to applying the credit balance to current and subsequent charges.

Based upon the foregoing, the determination by DC Water that the customer would not receive a refund of \$118.98 reflecting overcharges paid is hereby REVERSED and the utility is directed to do as stated above.

By: 
Janet W. Blessingame, Hearing Officer

Date: June 26, 2019

Copy to:

F.U.N. Living Trust
c/o Mr. Taalib Din Uqdah
1373 Jefferson Street, NW
Washington, DC 20011