

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

IN RE: Mekane Hiwot Medhane Alem EOTC
2715 22nd Street, NE
Washington, DC 20018

Service Address:
2730 22nd Street, NE

Account No: [REDACTED]
Case No: 2018-09-41

Amount in Dispute - \$ 5,491.39

Before Janet W. Blassingame, Hearing Officer
January 9, 2019 at 10:00 a.m.

The customer contested a water and sewer bill for the above account for the period of time January 17, 2018 to March 14, 2018. 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.

This matter was scheduled for hearing on January 9, 2019. Present for hearing were Amare Lucas, on behalf of Mekane Hiwot Medhane Alem EOTC (the Church) and Eileen Wright, Communication Specialist, DC Water, on behalf of DC Water.

The property involved is a house purchased in year 2016 by the Church for the intended purpose of providing a residence for monks. Mr. Lucas stated that the property, as purchased, was not inhabitable. He stated that, in May 2018, the Church obtained financing for renovation of the property and that renovation of the property was started in June 2018. He described the property as a two (2) story house with a bathroom on the 1st floor and a kitchen. He stated that the floor boards are bad in the house and that he does not know what is/was on the second floor. He stated that the house does have radiators. He further stated that the property is boarded on one side but its windows are exposed on the other side.

Mr. Lucas stated that he does not know of anything that would cause usage to occur at the property. He described himself as a volunteer at the Church and that he pays the water and sewer bills. He testified that the water and sewer bill for the Church had been \$30.07 for the previous year, then the bill dated 2/2/2018 for the period 12/16/17 – 1/16/18 was for \$428.01 and that the bill dated 5/9/18 for the period 1/17/18 – 2/14/18 was for \$4,507.69. Mr. Lucas stated that he contacted DC Water after receiving a bill reflecting \$5,000.00 due. Mr. Lucas indicated that he did not get the bill dated 1/16/18 which reflected a charge of \$428.01. He stated that he paid \$621.45 for the period 7/18/18 – 10/17/18 which was the current charge for service to the property but that the total amount due was \$6,030.00.

Mr. Lucas testified that the water and sewer charge declined after October 2018 and was back to \$38.01 per billing cycle.

Ms. Wright stated that DC Water considers the charges to be valid and that the charges are based upon meter readings sent by the MTU at the property. She testified that, based upon the meter reads, the usage started on January 9, 2018 between 7:00 p.m. and 8:00 p.m. She stated that a new meter was placed at the property on October 26, 2017 and that a small amount of water registered on the meter but that there was no registered water usage at the property from November 22, 2017 to January 9, 2018. She testified that when usage started at the property on January 9th, the usage continued until February 22, 2018 when it stopped. She testified that there was no water usage at the property after February 22, 2018 thru May 14, 2018.

Ms. Wright testified that Mr. Lucas telephoned DC Water on May 22, 2018 to dispute bills dated 5/9/18 and 5/18/18.

Ms. Wright stated that the water meter was removed from the property for testing and the meter was determined to have 101.39% accuracy. She explained that the accepted standard for water meter accuracy has been established by the American Water Works Association and that the range for meter accuracy is 98.5% to 101.5%. Ms. Wright, further, stated that DC Water ruled out the existence of an underground leak as a possible cause of the water usage at the property because the usage stopped without repairs being performed and underground leaks will not stop unless repaired.

Mr. Lucas reiterated that no one used water at the property. He stated that estimates were obtained regarding the renovation work and that potential contractors may have been allowed entry into the property before May 2018.

The Hearing Officer asked why the customer received two (2) bills in May 2018 and Ms. Wright responded that DC Water initiated use of a new computer system in January 2018 and several customers were missed regarding billings in March and April and that in the case of the Church, it received two (2) bills in May 2018.

Ms. Wright testified that the utility was receiving meter reads from the property and that there is a notation as of March 7, 2018 that the customer was to be contacted. She stated that the customer service representative, who made the note, was unable to recall if the customer was, in fact, contacted regarding the high-water usage occurring at the property. Ms., Wright further noted that the contact record reflects that the customer contacted DC Water on October 12, 2016 to have water service restored to the property. Mr. Lucas, then, stated that the architect could have brought someone into the property prior to May 2018.

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 2-story house purchased by the Church in year 2016 for the purpose of providing housing for monks. (Testimony of Amare Lucas)
2. The period in dispute is January 17, 2018 to March 14, 2018. (Testimony of the parties)
3. The customer requested turn-on of water service to the property on October 12, 2016.

(Testimony of Eileen Wright)

4. DC Water installed a water meter at the property on October 26, 2017 at which time a small amount of water registered on the water meter but, thereafter, there was no registering water usage at the property until January 9, 2018. (Testimony of Eileen Wright)
5. During the period in dispute, the property was unoccupied. (Testimony of Amare Lucas)
6. The customer solicited prices for renovation work at the property and access was allowed to people to come in to establish pricing of the work and the architect could have brought someone into the property prior to May 2018. (Testimony of Amare Lucas)
7. Water usage started to register on the water meter at the property on January 9, 2018 and usage continued to February 22, 2018. (Testimony of Eileen Wright; DC Water Meter Read Log)
8. Property renovation started in June 2018. (Testimony of Amare Lucas)
9. The customer was billed for water usage as reflected on the bill dated 2/2/2018 for the period 12/16/17 to 1/16/18 and on the bill dated 5/9/18 for the period 1/17/18 to 2/14/18. (Testimony of the parties)
10. Mr. Lucas asserted that he did not see the bill dated 1/17/18. (Testimony of Amare Lucas)
11. Mr. Lucas never ventured to the second floor of the property due to the condition of the building and was unaware of water usage occurring at the property during the period in dispute. (Testimony of Amare Lucas)
12. Mr. Lucas contacted DC Water on 5/22/2018 to dispute the 5/9/18 bill for \$4,079.68 for usage from 1/17/18 to 2/14/18 and to dispute the bill dated 5/18/18 for \$1,411.71 for usage from 2/15/18 to 3/14/18. (DC Water Note Log entry dated 05/22/2018; testimony of Eileen Wright)
13. DC Water sent a spike letter to the customer on 08/23/2018. (DC Water Note Log entry dated 08/23/2018)
14. DC Water removed and tested the water meter at the property and the meter was determined to have 101.39% accuracy. (Testimony of Eileen Wright)
15. DC Water ruled out the existence of an underground leak as a possible cause of water usage at the property because the usage declined/stopped without necessity of repairs being performed. (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. 21 DCMR §402.1 dictates a customer has ten (10) working days after receipt of the bill in which to challenge a bill that s/he believes to be incorrect and s/he does not pay the bill, or, the customer may pay the bill and note that s/he pays under protest, provided she does so before she receives her next bill because a challenge pertains to the most recent charges.
3. 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

4. D.C. Municipal Regulations bar adjustment of a customer's bill when all checks and tests provide no reasonable explanation for excessive water consumption. (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, the Church 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.

Mr. Lucas testified that he serves as a volunteer of the Church and that he has had the responsibility of paying the water and sewer bill for the property at issue. Mr. Lucas testified that he did not see the bill dated 1/17/18 from DC Water which covered the period 12/16/17 to 1/16/18. [The Hearing Officer notes that there is no bill dated 1/17/18 in the record although the customer testified as to never receiving the bill. The 2/2/18 dated bill, which is in evidence, covers 12/16/17 to 1/16/18 and encompasses a portion of the period of water usage involved in this bill dispute. The other bills in evidence pertaining to the disputed water usage are dated 5/9/18 and 5/18/18.]

Mr. Lucas testified that he did not become aware of alleged usage occurring at the property until he received a bill in May 2018 from DC Water. The customer contacted DC Water on 5/22/2018 to dispute the 5/9/18 bill for \$4,079.68 for usage from 1/17/18 to 2/14/18 and to dispute the bill dated 5/18/18 for \$1,411.71 for usage from 2/15/18 to 3/14/18. The evidence and testimony were that, due to a new computer system, DC Water failed to bill certain customers for service in March and April of year 2018 and the customer, in this case, did not receive bill statements from the utility for said months. The utility sent a bill dated 5/9/18 and a second bill, also, in May 2018 and that bill was dated 5/18/18.

The bill dated 2/2/18 put the customer on notice that water usage had/was occurring at the property. The bill was addressed to the customer at its address of record as was all prior and subsequent bills for water and sewer service. Mr. Lucas testified that he did not get a bill dated 1/17/18 from DC Water and the Hearing Officer cannot determine if he misspoke and meant that he did not received the bill dated 2/2/18 or if he, in fact, did received the bill dated 2/2/18. The customer's bill dated 12/28/17 was for the period 11/16/17 to 12/15/17 and the usage period of the bill dated 2/2/18 starts 12/16/17, so the evidence suggests that no January bill was sent to the customer. Notwithstanding whether a January bill was sent or not, the evidence and testimony fails to establish that the customer did not receive the bill dated 2/2/18 which did reflect water use occurring at the property. The significance of the 2/2/18 bill is that the bill provided the customer an opportunity to mitigate any loss from water usage and, upon receipt of the bill, the customer should have or could have inspected the property or had a plumber inspect the property to verify and check to see if water was running. Upon receipt of the 2/2/18 bill, the customer could have performed repairs or turned off the water to stop usage and ultimately prevent further charge for water usage. There is no evidence and testimony establishing whether the customer did anything to mitigate loss arising from water usage at the property. The evidence and testimony did establish that the water usage stopped on February 22, 2018. There was no evidence or testimony as to what caused the usage to stop and the customer did not contact DC Water to dispute the charge for service until May 2018 after receiving an accumulated past due charge in excess of \$5000.00 as reflected on the bill dated 5/18/18.

DC Water established that the water meter was functioning properly. The utility also ruled out the existence of an underground leak as a possible cause of the water usage.

Pursuant to 21 DCMR 408, when all tests and checks find nothing wrong at a property and the cause of water usage is unknown, DC Water is barred from adjusting the customer's account.

Here, the customer was billed for water usage and either ignored the bill or its volunteer failed to see the bill and water usage continued at the property resulting in substantial charges by the utility for water and sewer service.

DC Water did not send the customer bills in the months of March or April 2018 but such omission does not excuse the customer from payment for service. Pursuant to 21 DCMR 309, DC Water is required to read meters and bill quarterly. As such, even though it failed to bill for two (2) months, the billing delay does not amount to negligence by the utility and provides no basis to excuse the property owner from responsibility for water used at the property.

Based upon the foregoing, the Hearing Officer determines that the determination by the DC Water that the charges are valid and no basis exists for adjustment of the customer's account is correct and, as such, the same is hereby AFFIRMED.

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

Date: March 6, 2019

Copy to:

Mr. Amare Lucas
Mekane Hiwet Medhane Alem EOTC
2715 22nd Street, NE
Washington, DC 20018

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

IN RE: Juanita Boyd Hardy
8922 Second Avenue
Silver Spring, MD 20910

Service Address:
1213 Girard Street, NW

Amount in Dispute - \$ 2,989.01

Account No: [REDACTED]
Case No: 2018-09-0841

Before Janet W. Blassingame, Hearing Officer
January 9, 2019 at 11:00 a.m. (actual start- 12:30 p.m.)

The customer contested a water and sewer bill for the above account for the period of time February 28, 2018 to April 24, 2018. 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.

This matter was scheduled for hearing on January 9, 2019. Present for hearing were Juanita Boyd Hardy and Eileen Wright, Communication Specialist, DC Water, on behalf of DC Water.

The property involved is a row house purchased by Ms. Hardy in the early 2000's. Ms. Hardy stated that she lived at the property for 10 – 12 years and, then, converted it to rental property. She stated that she has two (2) tenants and that the property has four (4) levels. She stated that there is an unrented English basement apartment having one kitchen/one bathroom and a washing machine, and, then, a 3-level unit having three and one-half (3 ½) bathrooms, one kitchen, a washing machine and a dishwasher. Ms. Hardy stated that the property has two (2) outside faucets and is monitored by one water meter. Ms. Hardy stated that basement unit of the house serves as office and storage space for a non-profit- Millennial Art Salon, and that her husband (Melvin Hardy) is frequently at the property in the basement and serves as her property manager/maintenance person. Mrs. Hardy stated that she, sometimes, rents the basement unit as an Airbnb. She stated that the water and sewer bills generally ranged between One Hundred Twenty-five Dollars (\$125.00) and One Hundred Seventy-five Dollars (\$175.00) per billing cycle.

Mrs. Hardy testified that she received notice on a bill dated 1/5/18 that her account had been credited \$3,665.86 leaving a balance of \$379.88. Mrs. Hardy stated that she did not know the reason for the adjustment. She stated that she, then, received the bill that she is disputing. She stated that a DC Water technician visited the property twice and on June 13, 2018, the service technician confirmed that there was a faulty water meter at her property. She testified that a service technician visited the property on February 27, 2018 and December 28, 2018.

Mrs. Hardy testified that a bill dated 5/25/18 reflects two (2) meters at the property and

then in June 2018, a third meter was placed at the property. She stated that when DC Water initially adjusted her account, she had meter number 564. She testified that meter number 649 was installed on February 28, 2018 and meter number 599 was installed on June 27, 2018. Mrs. Hardy said that she was disputing the reflected charge of \$4570.85 because she had paid all current charges. Ms. Wright acknowledged that late fees and penalties had been imposed on the account. Ms. Wright testified that DC Water converted to a new computer system in January 2018 and its records show that \$169.80 as opposed to \$921.52 as a balance due was brought forward as of June 27, 2017. Ms. Wright stated that she cannot explain why \$921.52 was migrated or why Mrs. Hardy's payment of \$500.00 is not reflected on the new ledger. Ms. Wright stated that at the time of the account adjustment, the customer's balance was \$4044.32 as of December 1, 2017 and that the adjustment was \$3709.52, leaving a balance of \$334.80. Ms. Wright acknowledged that the customer's \$500.00 payment is not shown on the new ledger.

Ms. Wright testified that Mrs. Hardy failed to pay two (2) bills- one in the amount of \$202.55 and the other in the amount of \$563.24. Ms. Wright testified that Mrs. Hardy paid the bill for \$202.55 on February 28, 2018. Ms. Wright testified that the amount in dispute is \$2989.01.

Ms. Wright stated that DC Water removed meter number 7564 on February 27, 2018 and that the bill dated 4/27/18 for the period 2/27/18 to 3/23/18 shows meter number 564. Ms. Wright testified that DC Water reversed the charge of \$969.18. She, then, testified that DC Water sent the customer a bill dated 5/25/18 reflecting \$469.18 correction plus the adjustment of \$3709.52 which totaled \$4178.70. Ms. Wright stated that the bill dated 5/25/18 shows new meter 649 and that 267.01 CCF of water was used between 2/28/19 and 4/24/18. Ms. Wright stated that the MTU at the property was programed on February 28, 2018. Ms. Wright went on to state that small spikes in water usage occurred March 9, 2018 to March 10, 2018 and again on March 23, 2018 when 2 CCF of water were used in less than 24 hours.

Mrs. Hardy interjected that there is no evidence of water leakage at her property. She asserted that amount of water alleged to have registered on the water meter is equivalent to a swimming pool and she stated that there is no way that such consumption could have occurred and go unnoticed.

Ms. Wright testified that DC Water tested the water meter on June 27, 2018 and the meter was determined to have 101.10% accuracy. Mrs. Hardy asserted that the service technician told her husband that there was a problem with the water meter. Mrs. Hardy testified that she wrote down what husband told her when the service technician made the statement and that was on June 13, 2018. Mrs. Hardy added that she has the same tenants in the house. Ms. Wright retorted that water usage at the property declined before the water meter was removed. Ms. Wright asserted that a water meter does not go fast than slow down [if broken] and a meter only registers water going thru the meter. Ms. Wright reemphasized that DC Water tested the water meter and the meter was fine. Ms. Wright asserted that 99% of the time when there is high water consumption, the usage is caused by a toilet. Ms. Wright questioned the ability of a service technician to know that a water meter is defective upon looking at the meter. She stated that only if the meter dial is spinning out of control could the technician see that the meter was defective. Ms. Wright stated that a water meter dial will not stop spinning if broken or if the meter is

broken and stops, then, the meter read would remain the same. Ms. Wright asserted that the water usage was not due to an underground leak because an underground leak would not stop without repair. Ms. Wright explained that the water meter was removed by DC Water because the customer requested a hearing.

Ms. Wright acknowledged that the customer's payments of \$563.24 on March 28, 2018 and of \$596.03 on April 27, 2018 are not recorded on the record. Ms. Wright agreed to remove any penalties and late fees assessed- \$476.78 and \$35.57. Ms. Wright acknowledged that the customer's bill does not separate amounts in dispute from arrearage and current charges.

Mrs. Hardy stated that she understands the dispute amount to be \$2980.01, that she did pay \$476.78 due the utility, that the current outstanding amount due is \$974.43 resulting in a reflected balance of \$4440.22.

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

FINDINGS OF FACT

1. The property involved is house owned by Juanita Boyd Hardy which is rented, in part, to tenants as well as used as storage and office space for the owner and her husband. (Testimony of Juanita Hardy)
2. The period in dispute is February 28, 2018 to April 24, 2018. (Testimony of the parties)
3. The amount in dispute is \$2989.01. (Testimony of the parties)
4. DC Water adjusted the customer's account for the period of June 26, 2017 to July 26, 2017; the adjustment was in the amount of \$3709.52. (See Bill dated 5/25/18; Hearing Decision dated March 5, 2018; testimony of the parties)
5. DC Water corrected and reversed charges to the customer's account in the amount of \$469.18. (See Bill dated 5/25/18; testimony of Eileen Wright)
6. Total credits and corrections to the customer's account as reflected on the bill dated 5/25/18 amounted to \$4,178.70. (See Bill dated 5/25/18)
7. The face of the bill dated 5/25/18 is confusing- the bill reflects a total amount due by 6/19/18 of \$3,689.78 while reflecting at the same time that the total current bill was \$1,189.69 credit. (See Bill dated 5/25/18)
8. Based upon the credits, adjustments and charges, as of 5/25/18 billing, the customer had a past due balance of \$700.77 and current charges of \$2989.01, leaving a total amount due of \$3689.78. (Hearing Officer's calculations)
9. DC Water converted to a new computer system about the time that the adjustment and reversed charges were made to the customer's account and, in the migration of information from one system to another, payments by the customer were not reflected on the record and the reflected balance due on the account differed between the two (2) computer systems. (Testimony of the parties)
10. Two (2) payments by the customer are not reflected on the migrated account ledger- \$563.24 paid 3/28/18 and \$596.03 paid 4/27/18. (Testimony of Juanita Hardy)
11. The customer paid the charge of \$469.18 which was later reversed and credited back to the account. (Account History as of 5/15/2018)

12. DC Water imposed late fees and penalties upon the account during the pendency of the customer's dispute and such fees and penalties are improper and acknowledged as appropriately to be removed; the penalty and fees amounted to \$476.78 and \$35.57. (Stipulation of Eileen Wright)
13. High water usage registered on the customer's water meter between 2/28/18 and 4/24/18 and such usage is the basis of the customer's bill dispute. (See Bill dated 5/25/18)
14. DC Water removed and tested the water meter and the meter was determined to have 101.10% accuracy. (Testimony of Eileen Wright, DCWASA Meter Test Results)
15. DC Water ruled out the existence of an underground leak as a possible cause of the increased water usage at the property because usage declined without necessity of repairs being made at the property. (Testimony of Eileen Wright)
16. DC Water based the charges currently being disputed upon MTU transmitted meter reads from the property which reflected that 267 CCF of water registered on the water meter between 2/28/18 and 4/24/18. (DC Water Meter Read Report)

CONCLUSIONS OF LAW

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

DECISION

The customer in this case failed to show that the disputed charge for water usage during period of 2/28/18 to 4/24/18 was wrong but the customer did succeed in making a showing by the preponderance of the evidence that her account was wrong and she did not owe the balance

reflected as due and payable by her.

DC Water converted to a new computer system and could not explain the amounts migrated to the new ledger relating to the customer's outstanding balance due and why certain payments failed to be reflected on the customer's account ledger. Additionally, the customer is credited for her testimony that she made two (2) payments to DC Water in the amounts of \$563.24 and \$596.03 on 3/28/18 and 4/27/18 respectively. Likewise, the utility imposed penalties and late fees upon the customer's account and such fees and penalties were improperly imposed in light of the pendency of the customer's bill dispute.

With respect to the increased water consumption for which the customer was billed, the preponderance of the evidence and testimony supports DC Water's determination that the charge for such usage is correct. DC Water tested that water meter and the meter was determined to be functioning within appropriate range of accuracy. The utility has meter reads from the property which reflect usage on an hourly basis and on the face of the read report, nothing appears out of sequence or in error. The utility, also, was able to rule out the existence of an underground leak as a possible cause of high-water usage at the property.

Pursuant to 21 DCMR 408, when all tests and checks fail to detect something causing increased water consumption, DC Water is barred from adjusting a customer's account for high water usage. (DC Water pointed to a defective toilet as more than likely the culprit causing the high-water usage.)

Based upon the foregoing, DC Water is hereby directed to conduct an audit of the customer's account and in so doing, give the customer credit for her payments made in the amounts of \$563.24 on 3/28/18 and \$596.03 on 4/27/18, as well as, reverse all penalties and interest charged on the account during the pendency of the bill dispute up to the date of this Decision.

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

Date: March 6, 2019

Copy to:

Mrs. Juanita Boyd Hardy
8922 Second Avenue
Silver Spring, MD 20910

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

IN RE: National Association of Neighborhood, a.k.a
Neighborhood Assistance Corp. of America (NACA)
225 Centre Street, Suite 100
Roxbury, MA 02119

Service Address:
7731 Alaska Avenue, NW

Account No: [REDACTED]
Case No: 2018-10-47

Amount in Dispute - \$ 964.53

Before Janet W. Blassingame, Hearing Officer
January 10, 2019 at 2:00 p.m.

The customer contested a water and sewer bill for the above account for the period of time May 17, 2018 to June 19, 2018. 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.

This matter was scheduled for hearing on January 10, 2019. Present for hearing were Djuro Mircetic, Office Manager, on behalf of NACA, and, Eileen Wright, Communication Specialist, DC Water, on behalf of DC Water.

The property involved is a commercial building occupied by NACA. There are ten (10) offices in which ten (10) people work. The property has two (2) bathrooms, two (2) kitchenettes, and an outside faucet. NACA has occupied the property since March 2017 and its water and sewer bill has ranged between Eighty Dollars (\$80.00) and One Hundred Sixty Dollars (\$160.00) per billing cycle. Mr. Mircetic stated that the operating hours are Monday – Friday, 8:30 a.m. to 6:30 p.m. He stated, on occasion, people may work late nights and/or on the weekends.

Mr. Mircetic testified that there was nothing to alert him of high water usage occurring at the property until he was called by Robert Flagg from the home office in Massachusetts for an explanation of the bill. Mr. Mircetic explained that the organization's water and sewer bill is sent to the national office and upon receipt a flag was raised. Mr. Mircetic testified that there had been no special events at the building. He stated that there is no yard to water. No repairs have been performed and no one has reported any leaks or other plumbing issues. He stated that he did not contact a plumber because he did not see anything wrong at the building and usage declined next month.

Mr. Mircetic testified that he has been the office manager for NACA since year 2014.

Mr. Mircetic added that the adjacent building was being renovated during the period in dispute. He stated that digging was being done in the yard but he noticed nothing unusual outside the property,

Ms. Wright testified that DC Water considers the charges valid and that the charges were based upon meter reads from the property.

Ms. Wright testified that there was a spike in water usage registered on the water meter from May 14, 2018 to June 9, 2018. She explained that the property has a MTU device that transmits reads from the water meter. She also explained that the dials on the water meter did not stop moving until June 5, 2018 between 9:00 p.m. and 10:00 p.m. She stated that usage at the property declined as of June 9, 2018.

Ms. Wright stated that DC Water removed and tested the water meter and the meter was determined to have 99.73% accuracy.

Ms. Wright testified that, based upon her experience, 99% of the time a toilet is causing the excessive usage. She stated that the increased water usage was not the result of an underground leak because the usage stopped without necessity of repairs being performed.

Ms. Wright advised Mr. Mircetic of DC Water's High Usage Notification Alert (HUNA) program and suggested that he register NACA for participation.

Ms. Wright concluded by pointing out that the customer's daily average of water usage during the 26-day spike period was 2.9 CCF.

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 commercial building occupied by NACA. (Testimony of Djuro Mircetic)
2. The period in dispute is 5/17/18 to 6/19/18. (Testimony of the parties)
3. Increased water usage registered on the water meter at the building from May 14, 2018 to June 9, 2018. (Testimony of Eileen Wright; DC Water Meter Read Log)
4. Water usage at the property declined without necessity of repairs being performed. (Testimony of Eileen Wright; DC Water Meter Read Log)
5. DC Water removed and tested the water meter and the meter was determined to have 99.73% accuracy. ((Testimony of Eileen Wright; DC Water Meter Test Results)
6. DC Water ruled out the existence of an underground leak as a possible cause of increased water usage at the property because the usage stopped without necessity of repairs being performed. (Testimony of Eileen Wright)
7. The customer's office manager was unaware of any leaks or plumbing issues at the property and believed that there was nothing wrong at the property to effect water usage until he was alerted of the high bill by the NACA's national office and, thereafter, he did not contact a plumber because there appeared to be nothing amiss at the property and usage declined. (Testimony of Djuro Mircetic)

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 was unable to show by a preponderance of the evidence that more likely than not the charges in the disputed bill were incorrect.

DC Water investigated the customer's disputed charges by conducting a meter test and review of the meter readings from the property. The meter test revealed that the water meter was functioning within accepted accuracy range. The utility, also, had hourly meter reads from the property and no irregularities were apparent on the face of the reads. The utility finally ruled out the existence of an underground leak based upon the nature of such leaks and if the usage had been the result of an underground leak, usage would not have stopped without repairs being performed.

On the customer's part, its office manager testified that he was unaware of any problems at the property until he was notified of the bill and thereafter, he did not contact a plumber because usage declined and he was aware of any leaks or plumbing issues.

Pursuant to 21 DCMR 408, when all tests and checks come back inconclusive of the cause of high-water usage occurring at a property, DC Water is barred from adjusting the customer's account. In this case, the cause of the high water usage remains unknown but DC

Water's investigation reveals that the water meter was functioning properly, MTU was transmitting hourly meter reads from the property and that the usage was not caused by an underground leak.

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

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

Date: *March 6, 2019*

Copy to:

Mr. Djuro Mircetic
NACA
7731 Alaska Avenue, NW
Washington, DC

Mr. Robert Flagg
Nat'l Assoc, of Neighborhood
225 Centre Street, Suite 100
Roxbury, MA 02119

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

IN RE: Khadijah Bronson
210 20th Street, NE, Apt. #2
Washington, DC 20002

Account No: XXXXXXXXXX

Amount in Dispute - \$ 12,003.80

Before Janet W. Blassingame, Hearing Officer
January 10, 2019 at 3:00 p.m.

The customer contested water and sewer bills for the above account for the period of time August 11, 2014 to May 29, 2018. The customer disputes the DC Water and Sewer Authority (DC Water) multi-year estimation of her water and sewer usage. DC Water investigated the water and sewer charges and determined that the charges of one estimated billing cycle should be adjusted. The customer appealed DC Water's decision and requested an administrative hearing.

This matter was scheduled for hearing on January 10, 2019. Present for hearing were Khadijah Bronson and Eileen Wright, Communication Specialist, DC Water, on behalf of DC Water.

The property involved is a four (4) unit apartment owned by Khadijah Bronson. Each apartment has one bathroom and one kitchen. Ms. Bronson has owned the building since year 2003 and stated that, historically, she never paid over One Hundred Dollars (\$100.00) per month for water and sewer services.

Ms. Bronson testified that the issue regarding charges for water and sewer service arose in year 2015 as a result of the building's water meter cracking due to cold weather. Ms. Bronson explained that in February 2015, the District of Columbia had one of the worst ice storms in its history and her building's pipes burst and water meter cracked. She testified that a plumber did a by-pass and she notified DC Water that the building's water meter was broken and needed replacement. The customer complained that DC Water did not come out to the property after her notification of the broken water meter. Ms. Bronson testified that she spoke with Ms. Gail Bigelow, a Customer Services Supervisor for DC Water, in March 2015, and Ms. Bigelow promised to send someone to the property.

Ms. Bronson testified that she was receiving water and sewer bills based upon estimates of usage and she felt that the utility's estimation of water usage in the building was exaggerated. Ms. Bronson asserted that she did not know where the utility obtained its basis for its estimates to support charging between Two Hundred Dollars (\$200.00) and Three Hundred Dollars (\$300.00) per billing cycle for water and sewer service for the building. The customer asserted that only two (2) apartments were occupied within the building in February 2015 and that currently only two (2) apartments are occupied. Ms. Bronson asserted that she has never had a fully occupied building for an entire calendar year.

Ms. Bronson testified that DC Water placed a new water meter in her building on February 20, 2018.

Ms. Bronson testified that she received a letter from DC Water dated 9/13/18 explaining the utility's reason for its delay in replacing the water meter at the building. Ms. Bronson stated that the reason given was that she, the owner, needed plumbing work performed. Ms. Bronson stated that the utility informed her that it was adjusting her account for charges incurred January 6, 2018 to February 19, 2018 and that the adjustment was \$104.70.

Ms. Bronson asserted that she disputes that DC Water sent a technician to her building on February 20, 2015 and she disputes that the utility gave her notice of the repair issue on that date. Ms. Bronson pointed out that her water meter had not yet broken.

Ms. Wright interjected that the customer was to have received an adjustment to her account in year 2015 for the period 8/11/2014 to 1/9/2015 based upon the utility's over estimation of water usage at the building. Ms. Wright testified that for the period 7/7/2014 to 2/18/2015 (225 days) the customer was billed \$1,338.83 for 186 CCF estimated water usage when, in fact, upon reading of the water meter, the customer had used 26 CCF of water during the period. Ms. Wright acknowledged that the water meter at the building was changed in February 2018. Ms. Wright testified that the customer was using an average of 2 CCF per billing cycle based upon actual meter read from the property but that the utility's practice was to estimate 4 CCF per apartment unit. Ms. Wright testified that a service technician was at the property on February 20, 2015 but was unable to operate the water valve. Ms. Wright noted a comment dated 9/30/2016 that the closet must be cleaned at the building. Ms. Wright further noted another comment dated 8/23/16 in which it was noted that the property was on by-pass and that the water meter could not be changed due to the valve. Ms. Wright noted that there is a comment dated 12/5/2016 that a technician could not gain access into the building. When asked for a copy of the notice left at the property, Ms. Wright stated that she did not have a copy of the notice. Ms. Bronson reiterated that she did not receive a notice from DC Water in February 2015 of any need to repair a valve at the building; she noted that the City was in the mist of an emergency situation due to the ice storm.

Ms. Wright proposed adjusting the customer's account by \$1,337.33 for water and sewer usage and \$1,885.02 for accumulated late charges. Ms. Wright stated that an additional \$202.85 would be taken off bringing the total adjustment to \$3,222.35. She stated that because the utility was unable to change the water meter, its practice was to estimate at 4 CCF per unit in a building. Ms. Wright stated that a new water meter was installed on February 20, 2018 and, thereafter, actual meter reads resumed from the property. Ms. Wright testified that the customer was using an average of 11 CCF in water per month since the new meter has been at the property. Ms. Wright pointed out that the customer has made no payments on the account. Ms. Wright stated in the proposed adjustment that she took all 1% late charges off of the account and that she took the 10% penalty incurred 10/2018 off, as well. Ms. Wright stated that the utility has adjusted the account to remove all late charges. She, further, testified that the customer was not billed for wasted water as a result of the pipes bursting and that the utility should consider.

Ms. Bronson stated that she made numerous attempts to DC Water to have the utility

install a new water meter at her building. She asserted due diligence and she pointed to Ms. Bigelow as having been her main contact with the utility but she pointed out that she, also, spoke with Venus in February 2017, Rosie Taylor in August 2017, Kevin Jenkins in September 2017 and Mathis in February 2018. She stated that a plumber performed repairs at the property in year 2015 due to damage from the ice storm and, then, in year 2017, a plumber performed additional repair at the property. Ms. Bronson asserted that throughout she thought that the only thing needed was for DC Water to put in a new water meter; she asserted that she did not get a notice of repair from the utility. Ms. Bronson stated that she had two (2) tenants in year 2016, three (3) tenants in year 2017 and three (3) tenants in year 2018.

Ms. Wright emphasized that DC Water has already adjusted the customer's account for one month of estimated usage.

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

FINDINGS OF FACT

1. The property involved is a four (4) unit apartment building owned by Khadijah Bronson. (Testimony of Khadijah Bronson)
2. The period in dispute is August 11, 2014 to May 29, 2018. (Testimony of the parties)
3. DC Water estimated the customer's water usage at the building based upon 4 CCF per unit starting August 2014 and continued to do so until a new meter was installed at the building on February 20, 2018. (Testimony of Eileen Wright; DC Water Utility Contacts Log dated 2/18/15)
4. Even though the utility was estimating the customer's water usage, the account reads were posting in Star and the AMR Graph was current 2/2014 to 2/2015. DC Water Utility Contacts Log dated 2/18/15)
5. The customer disputed the estimated water usage and requested a meter read but when a technician came to the property, the closet in which the water meter was located had items in the closet which prevented the technician from reading the water meter and a read was not obtained. The customer was instructed to have the closet cleaned out in order to have the meter read and tested. (DC Water Utility Contacts Log dated 12/19/14)
6. DC Water sent a technician to read the water meter on 2/19/2015.
7. As a result of an ice storm occurring in March 2015, the building's pipe burst and the water meter cracked. (Testimony of Khadijah Bronson)
8. In response to the plumbing issues at the building caused by the storm, the customer hired a plumber who put the water on a by-pass and the customer contacted DC Water for installation of new water meter. (Testimony of Khadijah Bronson)
9. As of 11/2015, the customer advised DC Water that the closet was cleared and the technician could gain access to the meter. The customer and DC Water attempted to schedule a service visit to the building for a meter, however, the record is unclear why a technician was not scheduled to read the water meter. The record of customer contacts reflects back and forth conversation between customer and customer service regarding account arrears and scheduling a service visit to the property up to 8/4/17 when it is noted that the space where the meter is to go is too short and needs to be widened. DC Water

Utility Contacts Log dated 8/4/2017)

10. On 8/7/2017, the customer hired Priority #1 Sewer and Drain Service, LLC to perform plumbing repairs at the building which entailed modifying the copper water lines to install a new shut-off valve so the DC Water could install a new water meter. (Testimony of Khadijah Bronson; Priority #1 Sewer and Drain Service, LLC invoice dated 8/8/17)
11. DC Water acknowledged that the customer's account should have been adjusted in year 2015 for the period 8/11/2015 to 1/9/2015 due to over estimation of water usage. DC Water calculated an adjustment of \$1,337.83 for the period 7/7/2014 to 2/18/2015 (225 days) where the customer had been billed for 186 CCF of water but had actually only used 26 CCF of water. (Testimony of Eileen Wright)
12. During the pendency of the customer's dispute of estimated charges, Dc Water assessed late charges of \$1,885.02 and penalty of \$202.85 to the customer's account. (Testimony of Eileen Wright)
13. Ms. Bronson testified that throughout the pendency of her dispute, the building was never fully occupied. (Testimony of Khadijah Bronson)
14. Based upon actual meter reads from the property prior to the cracking of the water meter, 2 CCF of water was being used in the building per billing cycle. (Testimony of Eileen Wright)
15. Since 2/20/2018, average water usage at the building has been 11 CCF per month. (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. Meter shall be read quarterly or at such other times as the General Manager shall determine, (21 DCMR 308.1)
4. If at any time, a meter, data collection device or transmitter fails to register correctly or collect, deliver or transmit data or otherwise operate or bears evidence of having been tampered with, as determined by qualified personal of the Authority, the water charge for

the interval in which the incident occurred shall be based on the average previous water consumption determined by meter readings. (21 DCMR 308.4)

DECISION

The customer successfully presented, by a preponderance of evidence and testimony, that more than likely the bills being disputed were incorrect and that her account should be adjusted. DC Water acknowledged that the customer's account should have been adjusted for the period 7/7/14 to 2/18/15 for over estimation of water usage, however, the utility contested any further account adjustment based upon first, the customer's failure to clean a closet in which the water meter was situated, and, second, the customer's failure to have plumbing work done at the building to allow installation of a new water meter. The Hearing Officer determines that DC Water failed to rebut the customer's prima facie case that all of the billings were wrong.

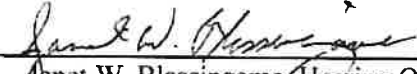
The testimony and evidence established that the utility was getting meter read transmissions from the property and that the customer was averaging 2 CCF of water usage per billing cycle prior to the ice storm which resulting in the customer's water meter cracking. The customer testified that her dispute with DC Water began when her water meter cracked as a result of the ice storm in March 2015, however, the evidence presented, particularly from the customer contact records of the utility, established that the customer's dispute of her bills stated prior to the ice storm and, in fact, began when the utility started to estimate her water usage as of August 2014. From the utility's contact records, it appears that the utility started estimating the customer's water usage because it did not believe the meter reads from the property and thought that the readings were too low but when it attempted to read the customer's meter, the technician was unable to do so because of items in the closet blocking access to the meter. The evidence and testimony established that the meter reads from the property reflected average usage at 2 CCF per billing cycle but, instead, of using the meter reads from the property, the utility estimated the customer's water usage at 4 CCF per building unit which meant that the customer was being billed at 16 CCF per billing cycle since there were four (4) units in her building. The testimony and evidence, further, established that DC Water continued to estimate the customer's water usage at 4 CCF per unit until a new meter was established at the property in February 2018.

The utility sought to justify its billing of the customer at 4 CCF per unit because the customer's closet where the water meter was situated was cluttered and did not allow the technician access to read the water meter. The testimony and evidence was that a technician failed to gain access to the water meter in February 2015 and thereafter, the customer was instructed to clean out the closet so that the meter could be read and removed for testing. The next event seems to have been occurrence of the ice storm and the water meter becoming defective. From the occurrence of the ice storm, the customer starts requesting that her water meter be replaced and there is back and forth communication between customer and utility attempting to schedule a service visit to the property. One such exchange involved the customer, in November 2015, confirming to the utility that the closet was cleaned and access to the meter possible. The record is devoid of any notation that a technician sought access prior November 2015 or thereafter until the meter was changed in February 2018. The testimony and evidence presented failed to establish if and when prior to February 2018, the utility informed the

customer that she had to have plumbing work done at the building before a new water meter could be installed. As noted, there is a customer contact note dated 8/4/2018 in which the customer is informed that the space where the meter is to go is too short and needs to be widening. The customer denied receiving notice in year 2015 of any need to modify plumbing and she testified that she thought that she only needed to clean out her closet. DC Water asserted that notice of a plumbing issue was given, however, its representative at the hearing did not have a copy of the notice which could have established a date when the same was provided to the customer. The customer's testimony was credible regarding what she understood was required for both a meter read and a new meter and her actions support a finding of credibility in that she had the necessary plumbing work performed at the building within days- 8/7/2018- of her contact with the utility during which she was told of the need to do repairs in order to get a new water meter.

Two (2) regulations are pertinent in this matter. First, 21 DCMR 308.1 requires that the utility read a water meter at least on a quarterly basis. Second, 21 DCMR 308.4 instructs that when a meter is defective or the MTU fails to transmit, a customer is to be billed based on the average previous water consumption determined by meter reading. As such, based upon the regulations, DC Water improperly estimated the customer's water usage above the meter readings from the property. The evidence established that DC Water had meter reads from the property; it should have used the meter reads to bill the customer when the customer's water meter became defective and was no longer functioning due to the effects of the ice storm. In this case, DC Water cannot show that the meter reads were wrong and it cannot arbitrarily decide to bill a customer contrary to meter reads from the property. The presumption is that DC Water's equipment is functioning properly if meter reads are being transmitted. If the utility believed that the reads were erroneous the burden rests upon the utility to find proof of defect before it fails to accept meter reads from its equipment. But for the ice storm and the meter breaking, when access to the meter existed because the closet was cleaned, the utility would have had the opportunity to test the meter and verify the meter read. Because of the ice storm, the utility was unable to test the meter or verify the meter read and, as such, the utility has no option other than to accept the reads from the water meter to establish customer usage when meter reads are not longer available to the utility due to equipment failure.

Based upon the foregoing, DC Water's determination that the charges are valid and no basis exists to adjust the customer's account is hereby REVERSED. DC Water acknowledges that the customer's account should have been adjusted for the period 7/7/2014 to 2/18/2015 based upon meter reads reflecting average usage of 2 CCF per billing cycle. The Hearing Officer now determines that DC Water should adjust the customer's account for the entire period of 7/7/2014 to 2/19/2018 to reflect estimate of usage at 2 CCF per billing cycle. The Hearing Officer, further, directs the utility to adjust the customer's account by removing all late charges and penalties imposed on the account from 7/7/2014 up to the date of this Decision. Lastly, the customer is to be billed upon meter reads from the property transmitted after the placement of the new water meter on 2/20/2018, if for any reason the utility's billing of the customer after 2/20/2018 is or was not based upon actual meter reads from the property.

By: 
Janet W. Blessingame, Hearing Officer

Date: March 6, 2019

Copy to:

Ms. Khadijah Bronson
210 20th Street, NE, Apt. 2
Washington, DC 20002

Ms. Khadijah Bronson
1050 45th Street, NE
Washington, DC 20019

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

IN RE: [REDACTED]
Loughboro Road
Washington, DC 20016

Account No: [REDACTED]
Case No: 2018-11-58

Amount in Dispute - \$ 1,163.68

Before Janet W. Blassingame, Hearing Officer
January 29, 2019 at 1:00 p.m. (started 2:30 p.m.)

The customer contested a water and sewer bill for the above account for the period of time July 14, 2018 to August 13, 2018. DC Water investigated the water and sewer charges and determined that the charges were valid and no adjustment of the account was warranted because the account was billed on actual meter readings. The customer appealed DC Water's decision and requested an administrative hearing.

This matter was scheduled for hearing on January 29, 2019 at 1:00 p.m. however the customer had difficulty finding the new location of DC Water and was significantly delayed. The customer arrived for the hearing after his expiration of his allotted time but was given the option of waiting until the conclusion of the 2:00 p.m. scheduled hearing for his hearing to commence. The customer elected to wait and the hearing commenced at 2:30 p.m. Present for hearing were [REDACTED] and Eileen Wright, Communication Specialist, DC Water, on behalf of DC Water.

The property involved is a single-family residence purchase by [REDACTED] in January 2017 and where he lives with his wife and children. The property has five and one-half (5 ½) bathrooms, one kitchen, a wet bar, utility sink, two (2) outside faucets, an irrigation system and a recently installed swimming pool (June 2018). Mr. [REDACTED] explained that he and his family, each summer, leave in June for Massachusetts and remain out-of-town until the end of August. Mr. [REDACTED] stated that he owns and operates a restaurant in Massachusetts. He also, stated that the irrigation system at his home operates on a timer and that the system comes on for one hour at night from May to October. He stated that lawn maintenance is performed every two (2) weeks during the family's absence. The Hearing Officer asked Mr. [REDACTED] whether he had a sub-meter for monitoring of water used by the irrigation system and he responded that he did not know of sub-meters. Ms. Wright explained that a sub-meter is actually referred to as a Subtractive Meter and that if one has such a meter, in this case, the purpose of the meter would be to register water used that does not go into the sewer system. Ms. Wright explained to Mr. [REDACTED] that without a Subtractive Meter, he is paying sewer charges on water used for irrigation but if he had such a meter, he would not pay sewer charges on water used when his irrigation system is operating.

Mr. [REDACTED] testified that a pipe broke at the property in the middle of July and because he and his family were out-of-town, he was unaware of the situation. He stated that the pipe was repaired in August and that the plumber's report is dated August 28, 2017. Mr. [REDACTED] testified that he sent the plumber's report to DC Water at the end of year 2017.

Mr. [REDACTED] complained that although the pipe was repaired, water usage at his home remained high until November 2018. He asserted that he did not know why usage was high and he did not know why usage declined in November 2018. Mr. [REDACTED] elaborated that DC Water inspected the property twice in an effort to find a cause of the high usage and that he had a plumber out to the property on four (4) or five (5) occasions, as well. Unfortunately, Mr. [REDACTED] did not bring with him the plumber's reports of the visits to the property.

Ms. Wright interjected that DC Water did receive a copy of the plumber's report of repair of the broken pipe. She stated that DC Water adjusted the customer's account for the period 6/9/17 to 10/11/17. She stated that Mr. [REDACTED] had been billed for 380 CCF of water and that DC Water adjusted the account for fifty percent (50%) of the excessive water usage which amounted to an adjustment of \$1,691.61. Ms. Wright stated that the customer was granted an additional adjustment in the amount of \$340.12 for the same period, thus, bringing the total adjustment amount to \$2,071.73. Ms. Wright explained that an account adjustment only applies to water, sewer and pilot charges and that some other charges on an account cannot be adjusted.

Ms. Wright testified that DC Water pulled the customer's water meter for testing in September 2018 and that the meter was determined to have 100.82% accuracy. Ms. Wright pointed to the customer's bill dated 1/13/18 and the IAC charge of \$433.10 during a 33-day billing cycle. She noted that the IAC charge on the customer's bill dated 5/11/2017 was \$191.26. Ms. Wright requested the opportunity to have testimony from someone in the Billing Department to explain the billing for impervious area. The Hearing Officer granted her request and Ms. Wright brought into the hearing Tarsha Anderson, a Supervisor from the Billing Department.

Tarsha Anderson testified that she has worked at DC Water for seventeen (17) years and since year 2011, she had worked in the impervious area section and she became a supervisor in year 2018. Referring to the customer's bill dated 1/13/18 (January bill), Ms. Anderson stated that the impervious area charge reflected on the bill covered two (2) months- 11/10/17 to 1/10/18, thus, the charge was more than the customer normally observed on his bill summary for a billing cycle. Ms. Anderson pointed out that the IAC charge on the bill dated 2/21/18 for the period 1/11/18 to 2/9/18 was \$216.55 which reflected one billing cycle.

Ms. Anderson explained that the impervious area charge is based on roof size, pavement and other cover areas of a property. She stated that credit is given to customers for greenery and use of rain barrels. She stated that the credit is given by D.C. Department of Energy and Environment (DOEE).

Ms. Anderson pointed out that the customer's bill dated 5/22/18 which reflected an IAC charge of \$649.65 was for three (3) months of IAC charge.

Ms. Anderson pointed out that Mr. [REDACTED]'s property is 7100 square feet and was charged at the IAC rate of 8.6 ERU. She explained that his property is one square foot over the ERU lower rate of 3.8 ERU. Ms. Anderson informed Mr. [REDACTED] that if he wanted to dispute the 1 square foot of property which put him into the higher rate bracket, he should have his property

surveyed. Ms. Anderson, also, stated that the customer could send in picture of the current property and show the difference in the charge determination. Ms. Anderson stated that if the customer can show a difference in the impervious area drawing of his property, the impervious area would be re-drawn and the customer would get relief from the higher rate until the next fly over of his property because he had now added a pool to the property which increases the impervious area. Ms. Anderson stated that relief can only go back to October 2018- the start of the fiscal year. Ms. Anderson explained that a property's impervious area is determined using the geographical information system which calculates the exact square footage of a property.

Mr. █████ contended that it is insane that he pays Fifteen Thousand Dollars (\$15,000.00) for water and sewer service to a single-family home. Mr. █████ asserted that it is not fair that one square foot puts him into the next IAC charge bracket.

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 owned and occupied by █████ with his wife and children. (Testimony of █████)
2. The period in dispute is July 14, 2018 to August 13, 2018. (Testimony of the parties)
3. There was a broken pipe at the residence in July 2017 of which the owner was unaware because he and his family were residing out-of-town for the summer. Upon return home, the customer had the pipe repaired and he, subsequently, sent the plumber's report to DC Water. DC Water accepted the plumber's report and adjusted the customer's account for the period 6/9/17 to 10/11/17 based upon a 50% adjustment which amounted to \$2,071.73) (Testimony of the parties)
4. Following repair of the broken pipe at the property, the customer perceived his charges for water and sewer service to be high for no apparent reason. (Testimony of █████)
5. The customer was subject to an IAC charge of \$433.10 for two (2) months as reflected on the Bill Summary dated 1/19/18. (Testimony of Tarsha Anderson, Bill Summary dated 1/19/18)
6. The customer was subject to an IAC charge of \$649.65 for 89 days (3 months) of service as reflected on the Bill Summary dated 5/22/18). (Testimony of Tarsha Anderson, Bill Summary dated 5/22/18)
7. The customer's IAC charge is based upon a property size of 7100 square feet which is billed at a rate of 8.6 ERU. If the customer's property were one square foot smaller, the IAC rate would have been 3.8 ERU. (Testimony of Tarsha Anderson)
8. The customer has an irrigation system that operates, by timer, each night for one hour. Because the irrigation system is not monitored by a Subtractor Meter, the customer pays sewer service charge for water used for irrigation. (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. The general Manager shall investigate the cause and location when notified of the possibility of leaks. If the investigation discloses a leak, other than a meter leak, of indeterminate location in the underground service, or at some other location where the leak is not apparent from visual or other inspection, the General Manager shall determine whether the leak is on public space, on private property, or on property that is under the control of the occupant. See, 21 DCMR 407.3)
3. If, pursuant to §407.3, the leak is determined to be on private property or on property that is under the control of the owner or occupant, the owner or occupant shall repair the leak, and the General Manager may, at his discretion, upon request of the owner, adjust the bill(s) for the 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 premise for up to three (3) previous comparable periods for which records are available. (See, 21 DCMR 407.5)
4. DC Water is required by statute to fashion “[a] billing methodology which takes into account both the water consumption of, and water service to, a property and the amount impervious surface on a property that either prevents or retards the entry of water into the ground as occurring under natural conditions, or that causes water to run off the surface in greater quantities or at an increased rate of flow, relative to the flow present under natural conditions.” See, D.C. Code §34-2107(a)(1) (emphasis added). And DC Water is also authorized to collect charges for the “services, facilities, or commodities furnished or supplied by it.” D.C. Code §34-2202.16(a).
5. The IAC was implemented on May 1, 2009 after the enactment of The Water and Sewer Authority Equitable Ratemaking Amendment Act of 2008, which broadened the basis for determining sewer charges to include the amount of impervious surface on a property. See, D.C. Law No. 17-370, §2, Mar. 25, 2009; (codified at D.C. Code §34-2107).
6. As part of its Clean Rivers Project, in a series of notices and rulemakings, as well as DC Water Board of Directors resolutions, the sewer service charges billed by DC Water were unbundled to separate the sewer charge calculated based on the amount of water provided and/or consumed by a property, and the amount of impervious surface area on a property, determined according to an ERU methodology. See, e.g. DC Water Board of Directors’ Resolution No. 09-23 (January 8, 2009).

DECISION

The customer in this case failed to meet his burden of showing by a preponderance of the evidence that more likely than not the disputed bill is incorrect or for some other reason, he should not be held responsible for payment of the bill.

The customer asserted that his water and sewer charges were too high for no apparent reason following the repair of a broken pipe at his home. The customer stated that his dispute was long on-going and started in July 2017. It is noted that the customer purchased the property in January 2017, so his contention that his charges were too high began the first summer after purchase of the property...

The testimony and evidence revealed that the customer has already been granted an account adjustment by DC Water for repair of the broken pipe at his property. The adjustment appeared appropriate based upon regulations.

When asked if he had a sub-meter (correctly known as a Subtractor Meter), the customer responded in the negative and indicated that he was unaware of such a meter. It was explained to him that a subtractor meter will register water used by his irrigation system and that such water does not flow into the sewer system and would not be subject to sewer charge provided DC Water can determine the amount of water used for irrigation. Because the customer does not have a subtractor meter, he is currently paying sewer charge on water used through the irrigation system at the property and, as such, his charge is higher than if a meter were in place to register water used by the irrigation system and thus, not subject to sewer charge.

It was next pointed out by DC Water to the customer that IAC charge for certain billing cycles on his account covered more than a 30-day period.

Lastly, how the IAC charge is calculated based upon square footage of a property was explained to the customer and it was revealed that, by one square foot, the customer was subject to an EUR rate over twice as high as the rate of property one square foot smaller. The customer was informed of the process to challenge the determination of the square footage of his property for purposes of the impervious area and if successful in his challenge, the customer was informed of the relief that would be available to him.

Based upon foregoing, the Hearing Officer can find no basis for adjustment of the customer's account and the charges appear appropriate under the customer's circumstance. The customer was informed of two (2) contributory factors resulting in his water and sewer service charges appearing to him to be too high. First, that he has an irrigation system which operates nightly and he lacks a subtractor meter which would allow him to eliminate sewer charge on water used by his irrigation system. As such, the customer is paying for sewer service on water not going into the sewer system. Second, that he is in a higher bracket of EUR rate due to the size of the determined impervious area size of his property. With respect to both contributory factors, the customer was informed of steps which he could possibly take to reduce his water and sewer service charge. If the customer takes the recommended action, he will reduce his water and sewer service charge in the future.

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: March 6, 2019

Copy to:

Mr. [REDACTED]
[REDACTED] Loughboro Road
Washington, DC 20016

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

IN RE: [REDACTED]
[REDACTED] Galsden Lane
Locust Grove, VA 22508

Account No: [REDACTED]
Case No: 2018-10-54

Service Address:
[REDACTED] North Capitol Street, NE

Amount in Dispute - \$ 8,568.17

Before Janet W. Blassingame, Hearing Officer
January 31, 2019 at 2:00 p.m.

The customer contested a water and sewer bill for the above account for the period of time January 10, 2018 to May 8, 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 January 31, 2019. Present for hearing were [REDACTED] with his wife [REDACTED] as well as, Eileen Wright, Communication Specialist, DC Water, on behalf of DC Water.

The property involved is a house structured as a multi-unit residence. There are three (3) units in the residence. Each unit has a kitchen and bathroom. The house has two (2) outside faucets.

Mr. [REDACTED] stated the house belonged to his mother who died in year 2013. He stated that he was co-personal representative of his mother's estate along with his sister, [REDACTED], and, ultimately, the house was deeded to him and his sister as co-owners. Mr. [REDACTED] stated that after their mother's death, his sister lived in the house and took complete control over the property by changing the locks, essentially locking him out. Mr. [REDACTED] testified that he desired to buy-out his sister from the house and that they entered into an agreement whereby he would be responsible for all expenses connected with the house going forward as of March 1, 2018. He stated that his sister vacated the house on March 3, 2018 and he, finally, was able to go into the house on March 5, 2018. Mr. [REDACTED] testified that, not until he gained access into the house, was he able to learn the condition of the property.

Mr. [REDACTED] testified that in April 2015, he contacted DC Water because the water and sewer bill was reflecting both his name and his sister's name. Mr. [REDACTED] explained that he did not want to be on the water and sewer bill because his sister had control of the property. Mr. [REDACTED] complained that his sister was not paying any expenses running with the property and he implied that because he did not have control of the property and his sister did have control, his sister was responsible for the water and sewer service and he was not responsible for payment of

the bill for water and sewer service.

Mr. [REDACTED] testified that, in year 2016, DC Water placed a lien on the property for non-payment of water and sewer services and thereafter, he asked the utility to send the water and sewer bills to him. Mr. [REDACTED] stated that he paid the lien on the property and he has been getting the water and sewer bill (duplicate copy) sent to him.

Mr. [REDACTED] stated that he hired Magnolia Plumbing to access the property and to report on the property's overall condition. Mr. [REDACTED] stated that when he gained access into the house, he found the basement flooded in ankle deep water and that a pipe had burst and his sister had not told him of the plumbing issue.

Ms. Wright stated that DC Water has determined that the charges are valid because they were based upon actual reads from the water meter at the property. Ms. Wright testified that between January 9, 2018 and March 5, 2018, 773 CCF of water was used or wasted at the property. She testified that, prior to January 9, 2018, zero usage was registering on the water meter and then usage started on January 9th and continued to March 5th when it, again, stopped.

Ms. Wright stated that Mr. [REDACTED] contacted DC Water on February 14, 2018 to request a change of address for the billing statement. Ms. Wright stated that [REDACTED] contacted DC Water on February 27, 2018 and informed the utility of a burst pipe at the property.

Ms. Wright cited 21 DCMR 407.4 as authority to grant an account adjustment to a customer for certain types of leak. She stated that DC Water can grant a fifty percent (50%) adjustment if certain criteria are met pursuant to the regulation.

It was asked of Mr. [REDACTED] whether the busted pipe has been repaired and he responded that it has not been repair and that he turned the water off, pending his obtaining financing to enable the entire renovation of the property. It was noted that Magnolia Plumbing submitted a proposal regarding renovation of the property; not a report of repairs performed by it at the property.

Both Mr. [REDACTED] and his wife, [REDACTED], asserted their belief that [REDACTED] should be responsible for payment of the water and sewer usage during her occupancy of the house. Mr. [REDACTED] asserted that DC Water should have cut-off service to the house when excessive water usage occurred at the property.

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

FINDINGS OF FACT

1. The property involved is a multi-unit residence owned by [REDACTED] and his sister, [REDACTED]. (Testimony of [REDACTED])
2. The period in dispute is January 10, 2018 to May 8, 2018. (Testimony of the parties)
3. There was a significant increase in water used and/or wasted at the property from January 9, 2018 to March 5, 2018. (Testimony of Eileen Wright)

4. The excessive water usage registered on the water meter and reads were transmitted to DC Water and used for billing. (Testimony of Eileen Wright)
5. But for the two (2) last days of the period that excessive water usage was occurring at the property, [REDACTED] had possession and control over the house; she vacated the house on March 3, 2018 and [REDACTED] went into the house and assumed control over the property on March 5, 2018. (Testimony of [REDACTED])
6. When Mr. [REDACTED] went into the house on March 5, 2018, he found water flooding the basement and the existence of a busted pipe in the basement of the house. (Testimony of [REDACTED])
7. [REDACTED] turned the water off at the house but has not affected repair of the busted pipe in the basement. (Testimony of [REDACTED])
8. [REDACTED] contacted DC Water on February 27, 2018 and informed the utility that a pipe was busted at the property. (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. The general Manager shall investigate the cause and location when notified of the possibility of leaks. If the investigation discloses a leak, other than a meter leak, of indeterminate location in the underground service, or at some other location where the leak is not apparent from visual or other inspection, the General Manager shall determine whether the leak is on public space, on private property, or on property that is under the control of the occupant. See, 21 DCMR 407.3)
3. If, pursuant to §407.3, the leak is determined to be on private property or on property that is under the control of the owner or occupant, the owner or occupant shall repair the leak, and the General Manager may, at his discretion, upon request of the owner, adjust the bill(s) for the 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 premise for up to three (3) previous comparable periods for which records are available. (See, 21 DCMR 407.5)
4. The Department, upon receipt of a written request from the owner of a property provided water and sewer services, shall terminate services when one of the following conditions exists;
 - (a) The property is vacant;
 - (b) There is an outstanding delinquent balance on the account;
 - (c) The water and sewer service has been terminated for nonpayment, and it is verified that service has been restored by the occupant or someone solicited by the occupant, without the Department's authorization; or
 - (d) The owner provides documentation that the property is occupied by parties without a legal right to be on the property and who occupy the property without the consent of the owner. (See, 21 DCMR 426.1)
5. When bills for water and sewer service charges, meter maintenance and repairs, or sanitary sewer services are more than sixty (60) days overdue, the Department shall

- provide the owner of record with a written notice of intent to file a lien. (21 DCMR 427.1) (See, also DC Code §34-2407.02 regarding lien for water charges)
6. If a single-family home is owner occupied, the property will not be sold at tax sale for delinquent water and sewer charges but a lien shall be attached to the real property until the outstanding balance is paid in full. (21 DCMR 427.5)
 7. DC Code §34-2108(a)- "The owner or occupant of each building, establishment, or other place in the District connected with any District sewer conducting sanitary sewage shall pay the sewer service charge..."

DECISION

The customer in this matter failed to show by a preponderance of the evidence that more likely than not the bills being disputed were wrong or for some other reason he should not be held responsible for their payment.

Mr. [REDACTED] is co-owner of the property with his sister with whom he was in dispute regarding possession and control of the house. Because his sister locked him of the house and was living in the house during the time of high-water usage/waste, Mr. [REDACTED] contended that not he, but his sister should be responsible for payment of the utility for the water and sewer service. Mr. [REDACTED] testified regarding an agreement between him and his sister regarding the payment of expenses connected with the house and complained that his sister failed to inform him of the condition of the property and that a pipe had burst in the basement. The thrust of Mr. [REDACTED]'s testimony was that his sister had control of the property and she should pay the water and sewer bill(s) and he was only responsible for expenses connected with the property after he took control and possession of the property, per the siblings' agreement.

The agreement as to who was responsible for payment of the expenses connected to the property was between [REDACTED] and [REDACTED]; DC Water is not privy to the agreement and is not bound by the parties' agreement. DC Water is charged with providing water and sewer service to the residents of the District of Columbia and its bills for service go the occupant using the water and sewer service or to the property owner, as directed by the owner. When the water and sewer service is not paid, notice is sent to the property owner of record of intent to lien. When the water and sewer service is not paid after notice to lien is given, the utility is authorized to place a lien upon the house.

As does real property taxes, water and sewer service debt "runs" with the property involved. Regardless of lease or agreements between owner and tenant and/or co-owners between each other, the property owner(s) is looked toward for payment of the water and sewer service to his or her or their property. Nothing absorbs the owner of property from the ultimate responsibility and liability for payment for water and sewer service. Mr. [REDACTED] may have a cause of action against his sister based upon their agreement but their agreement is not relevant to payment of DC Water for its service to his property. Co-ownership of property comes with complications in many instances and, here, co-ownership means that DC Water can place a lien upon a property and if the owners- one or both- want the lien removed, they are responsible for payment of the outstanding water and sewer bills. In this case, Mr. [REDACTED] testified that he paid the lien placed upon the property by the DC Water for non-payment of the water and sewer

service at the property; he objects to paying the bills for water and sewer service incurred during his sister's possession of the property. The determining factor of who is responsible for payment of water and sewer service at any property is not possession and control of the property, but who owns the property. In this case, the property at issue is owned by [REDACTED] and [REDACTED] and, the siblings, between each other, must work out who, if not both, is responsible for payment of bills associated with the property. For purposes of who pays for water and sewer service to the property owned jointly, both owners are equally responsible as far as DC Water is concerned and neither owner, so long as they are on the deed to the property, can avoid liability for payment of the service.

During the course of the hearing, the customer was informed of possible relief from payment of up to fifty percent (50%) of the excessive water used/wasted due to the busted pipe. If and when the pipe is repaired, the customer can request consideration by DC Water for relief if certain criteria met pursuant to regulation. As of the date of the hearing however, the repair of the pipe has not been done and, as such, there is no basis for relief regarding the excessive water due to the broken pipe.

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: March 6, 2019

Copy to:

Mr. [REDACTED]
[REDACTED] Galsden Lane
Locust Grove, VA 22508

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

IN RE: [REDACTED]
[REDACTED] L Street, NE
Washington, DC 20002

Account No: [REDACTED]
Case No: 2018-11-69

Amounts and Periods in Dispute:

1/6/18 to 5/7/2018- \$4,390.33
5/8/2018 to 6/8/2018- \$ 962.88
6/9/2018 to 7/11/2018-\$ 363.81

Before Janet W. Blassingame, Hearing Officer
January 31, 2019 at 1:00 p.m.

MEMORANDUM TO FILE THAT DISPUTE IS MOOT AND DISMISSED

The customer contested water and sewer bills for the above account for the period of time January 6, 2018 to July 11, 2018. 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 January 31, 2019. Present for hearing was Eileen Wright, Communication Specialist, DC Water, on behalf of DC Water. The customer was afforded a grace period which expired but thereafter, the customer, [REDACTED] called DC Water requesting directions to the new location of DC Water because the new building is not on GPS maps. Ms. [REDACTED] arrived for the hearing at or about 1:55 p.m. Upon the customer's arrival, Ms. Wright informed the customer that DC Water has reversed its determination that an adjustment of the customer's account was unwarranted. Ms. Wright informed the customer and the Hearing Officer that the customer's account will be adjusted and there was no longer any need for a hearing. Ms. Wright indicated that she has prepared two (2) Customer Support Usage Adjustment Forms regarding the account. The forms indicated that for the period 1/6/18 to 5/7/18 the customer's account is to be adjusted by \$3,224.24 and for the period 11/27/17 to 1/5/18 the customer's account is to be adjusted by \$165.37. The hearing was not commenced per the representation of DC Water that upon being advised of the adjustment of her account, the customer was satisfied and no hearing was necessary.

Based upon the representations of Ms. Wright, on behalf of DC Water, this matter is declared moot and dismissed.

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

Date: March 6, 2019

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

IN RE: [REDACTED]
[REDACTED] Mass. Avenue, SE
Washington, DC 20003

Account No: [REDACTED]
Case No: 2018-10-78

Amount in Dispute - \$ 900.00

Before Janet W. Blassingame, Hearing Officer
February 5, 2019 at 10:00 a.m.

ORDER OF DEFAULT

The customer contested a water and sewer bill for the above account for the period of time August 14, 2018 to September 12, 2018. This matter is pending before the D.C. Superior Court and is identified as [REDACTED] v. DC Water and Sewer Authority, Case No: [REDACTED]. The matter was stayed pending an administrative hearing and decision.

This matter was scheduled for hearing on February 5, 2019. Present for hearing was Eileen Wright, Communication Specialist, DC Water on behalf of DC Water.

The customer was afforded a thirty (30) minute grace period and although the hearing was delayed until 10:30 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) As such, based upon customer's failure to appear or to request in advance 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: March 6, 2019

Copy to:

Ms. [REDACTED]
[REDACTED] Mass. Ave. SE
Washington, DC 20003

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

IN RE: [REDACTED]
[REDACTED] 16th Street NE
Washington, DC 20002

Account No: [REDACTED]
Case No: 2018-11-60

Service Address:
[REDACTED] Oklahoma Avenue, NE

Amount in Dispute - \$ 1,472.73

Before Janet W. Blassingame, Hearing Officer
January 29, 2019 at 2:00 p.m.

SETTLED AND DISMISSED

The customer contested a water and sewer bill for the above account for the period of time January 6, 2018 to May 3, 2018. 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 January 29, 2019. Present for hearing were [REDACTED] and Eileen Wright, Communication Specialist, DC Water, on behalf of DC Water.

Ms. Wright requested opportunity to speak with the customer regarding a resolution of the dispute. After conversation, the parties asked to go on record to memorialize their agreement. To wit the parties stated and agreed as follows:

That DC Water pulled the water meter at the property for testing in conjunction with investigating the customer's dispute. According to Ms. Wright, the utility lost the test results and, as such, has decided to adjust the customer's account.

That the bill in dispute is dated 5/23/18 for the period 1/6/18 to 5/3/18 and covers 118 days.

That the adjustment is pursuant to 21 DCMR 301.3 which directs that the utility is to read water meters on a quarterly basis.

That DC Water will adjust the customer's account by subtracting \$1,326.50 in charges.

Based upon the foregoing representations, Ms. [REDACTED] indicated to the Hearing Officer that she is satisfied with the proposed adjustment of her account and the parties agreed that this matter is SETTLED.

Accordingly, DC Water is hereby directed if it has not already done so to adjust the customer's account in the amount of \$1,326.50 and upon doing so, this matter is/will be deemed settled and DISMISSED.

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

Date: March 6, 2019

Copy to:

Ms. [REDACTED]
[REDACTED] 16th Street, NE
Washington, DC 20002

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

IN RE: [REDACTED]

[REDACTED] 6th Street, NE
Washington, DC 20017

Account No: [REDACTED]
Case No: 2018-12-79

Amounts and Periods in Dispute:

11/8/17 to 5/9/18 - \$4,848.77

5/10/18 to 6/12/18 - \$ 739.35

6/13/18 to 7/13/18 - \$ 694.42

Before Janet W. Blassingame, Hearing Officer
February 5, 2019 at 11:00 a.m.

The customer contested water and sewer bills for the above account for the periods of time noted above. The DC Water and Sewer Authority (DC Water) investigated the water and sewer charges and determined that the charges were valid and no adjustment of the account was warranted. It further determined that the increased consumption was caused by an internal leak on the property. The customer appealed DC Water's decision and requested an administrative hearing.

This matter was scheduled for hearing on February 5, 2019. Present for hearing were [REDACTED] and Eileen Wright, Communication Specialist, DC Water, on behalf of DC Water.

The property involved is a single-family residence occupied by [REDACTED] [REDACTED] mother. The house has two (2) bathrooms, one kitchen, radiators, one outside faucet, and a washing machine. Ms. [REDACTED] has lived in the home since year 1986 and she currently lives alone. According to her son, Ms. [REDACTED] has a healthcare aide attending to her needs, seven (7) days a week for nine (9) hours each day. Mr. [REDACTED] stated that the healthcare aide uses the basement bathroom, only, and that his mother uses a portable toilet. He explained that his mother suffered a stroke in year 2013 and that she was in a nursing home for two (2) years thereafter. He stated that the house was vacant during his mother's recuperation in the nursing home. He stated that Ms. [REDACTED] returned home to live in year 2015. Mr. [REDACTED] stated that his mother's water and sewer bills are historically less than Fifty Dollars (\$50.00) per billing cycle.

Mr. [REDACTED] testified that he first realized the existence of water issues regarding the property when his mother was not residing at home. He testified that he contacted DC Water regarding high water and sewer bills. He stated that the matter resulted in a court case and that the service was disconnected. Mr. [REDACTED] testified that, ultimately, high usage was determined to have been caused by an outside curb leak and he testified that the court case was settled and his money refunded by the utility.

Mr. [REDACTED] complains that the utility sent a billing statement for \$8,064.46. He

explained that work was performed at the property to change out lead pipes in the early Spring of year 2018. Mr. [REDACTED] testified that he had not received a bill for service from DC Water until the utility sent the bill for \$8,064.46 and when he called the utility regarding the bill, he was told that his call was untimely to dispute the charge. Mr. [REDACTED] complains that he never received a warning from the DC Water of an impending cut-off of service due to the large amount owed. Mr. [REDACTED] testified that he requested an inspection of the property and that when a service technician came out to the house, the technician found that the fill valve in a toilet was running. Mr. [REDACTED] declared that the technician who found the running toilet, told him that the fill valve defect would not generate such a high bill. Mr. [REDACTED] testified that he was not sure when the technician was at the property, however, after the inspection, he turned the toilet off. Mr. [REDACTED] testified that no one uses the upstairs bathroom.

Mr. [REDACTED] stated that the bill reflecting \$8,053.81 as due showed a previous balance outstanding of \$7,793.15 and there were turn-on and turn-off fees of Fifty Dollars (\$50.00) each on the bill statement. Mr. [REDACTED] asserted that turn-on/turn-off fees were a mistake and that DC Water has not adjusted the account.

Ms. Wright testified that the bill statement dated 5/31/18 was for the period 4/8/17 to 5/9/18 in the amount of \$4848.77 and that the bill was adjusted by DC Water on 12/17/18 in the amount of \$4,732.69. According to Ms. Wright, after the adjustment, the customer's outstanding balance was \$116.08 for that billing period. Ms. Wright explained, however, that the customer incurred additional charges during the interval [between 5/9/18 and 12/17/18] and as of 12/17/18, despite the adjustment granted, the customer's balance due was \$3,429.93. Ms. Wright explained that the customer's bill dated 6/15/18 reflected a charge of \$739.35 and that the customer's bill dated 7/17/18 for the period 6/13/18 to 7/13/18 reflected a charge of \$694.42, bringing the total balance due \$6,410.43. Ms. Wright testified that by the time DC Water adjusted the customer's account, the bill for service was \$8,053.81. Ms. Wright stated that Mr. [REDACTED] called DC Water on 7/23/18 and an audit was scheduled. She stated that the audit was conducted on 8/2/18 and that a leak, described as a severe defective float device, was found in the second-floor bathroom.

Ms. Wright testified that Ms. [REDACTED] was a participant in the CAP program which reduces the amount paid by customers for water and sewer service. Ms. Wright stated that the customer's credit under CAP stopped in December 2018. Ms. Wright explained that customers must apply and qualify for CAP on an annual basis and that Ms. [REDACTED], currently, was not receiving the credits under the CAP program and, as such, the charge for service is higher.

Ms. Wright asserted that DC Water did not adjust the customer's account for the periods of June 2018 and July 2018 because of the running toilet finding.

Ms. Wright testified that DC Water removed and tested the water meter at the property and the meter was determined to have 101.22% accuracy. Ms. Wright explained that the accepted range of meter accuracy per standards established by the American Water Works Association is 98.5% to 101.50%.

Ms. Wright informed the customer that she would adjust the customer's account by

removing \$209.19 in fees and penalty as reflected on the bill dated 12/5/18. Ms. Wright indicated that there was a total of \$919.50 in late charges plus \$100.00 fees for turn-on/turn-off of service bringing the total adjusted amount to \$1,019.50. Ms. Wright asserted that the customer's balance as of 1/31/19 was \$2,499.80.

Ms. Wright explained that although DC Water adjusted the customer's account, the customer was incurring high invoices for high water consumption and the customer did not contact DC Water until 7/23/18. Ms. Wright concluded her testimony by stating that she believed the leak in the bathroom started in December 2017 and that the bill dated 1/17/18 was the first bill reflecting high water consumption occurring at the property.

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 occupied by [REDACTED] (Testimony of [REDACTED])
2. The period in dispute is 11/8/17 to 7/13/18. (Testimony of the parties)
3. The customer called DC Water on 7/23/18 to dispute charges for water and sewer service. (Testimony of the parties)
4. In response to the customer's call, DC Water scheduled an internal audit of the property for 8/2/18. (Testimony of the parties)
5. During the internal audit, the service technician found a severe toilet leak in the 2nd floor bathroom. (Testimony of Eileen Wright; DC Water service report)
6. DC Water determined that an adjustment to the customer's account was appropriate for the period 11/8/17 to 5/9/18 (bill dated 5/31/18) and it adjusted the account in the amount of \$4,732.69 as reflected on the bill dated 12/17/18.
7. The customer had been billed \$4,848.77 pursuant to the bill dated 5/31/18 and, as a result of the account adjustment, the customer's current charges for the period 11/8/17 to 5/9/18 became \$116.08.
8. There is a discrepancy regarding the account adjustment applied to the customer's account by DC Water and the adjustment amount testified to by Ms. Wright and reflected on the Customer Care Leak Adjustment Form relating the customer's account. DC Water applied a credit adjustment on the customer's account in the amount of \$4,623.88; Ms. Wright testified and the adjustment form reflects that the customer was granted an adjustment of \$4,732.69. (Testimony of Eileen Wright; Account History posting date 12/17/18; Customer Care Leak Adjustment Form dated 12/05/18 prepared by Eileen Wright)
9. During the pendency of the customer's dispute, DC Water assessed the account late charges in the amount of \$919.50. (Testimony of Eileen Wright; Account History)
10. During the pendency of the customer's dispute, DC Water charged the customer turn-off and turn-on fees totaling \$100.00. (Testimony of the parties; Account History)
11. DC Water has agreed to adjust the customer's account in the total amount of \$1,019.50, removing all assessed late fees, penalties and service fees. (Testimony of Eileen Wright)
12. DC Water removed and tested the water meter from the property and the meter was

determined to have 101.22% accuracy. (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. After DC Water has completed its investigation of disputed charges, if an appeal is filed, there will be no penalty or services cut-off for non-payment of the bill until the appeal has been considered and he or she has been notified in writing of the results of the appeal and a new date for payment. (See, 21 DCMR 409.5(b))
4. If the investigation discloses leaking faucets, leaking fixtures, or similar leaks, no adjustment will be made to the bill for any portion of the excessive consumption attributable to those leaks. (See, 21 DCMR 406.2)

DECISION

The customer showed by a preponderance of evidence that the customer's account is wrong and should be adjusted.

When a customer makes a timely dispute of a bill as the customer in this case did, the customer is not to be charged late fees, penalties and service is not be disconnected, however, in this case, DC Water did inappropriately assess late charges, penalties and turn-on/turn-off fees against the customer's account. DC Water acknowledged during the hearing that such assessments were inappropriate and it agreed to remove all fees and penalties assessed to the customer's account during the pendency of the dispute. DC Water asserted that such fees and penalties totaled \$1,019.50.

The customer was motivated to dispute the bills because he received a bill exceeding Eight Thousand Dollars (\$8,000.00). With respect to that bill, DC Water has already adjusted the customer's account with respect to the period 11/8/17 to 5/9/18 whereby the remaining current charge for said period should have been \$116.08 resulting in a total amount due of \$243.99.

Through testimony and evidence presented, however, it appears that the wrong amount of credit was applied to the account. DC Water applied a credit adjustment on the customer's account in the amount of \$4,623.88, however, Ms. Wright testified and the adjustment form reflects that the customer was granted an adjustment of \$4,732.69.

Accordingly, the Hearing Officer directs that DC Water conduct an audit of the customer's account to ensure that the utility's record regarding the account is correct. As part of the audit, DC Water is directed to adjust the customer's account by removing all assessed fees and penalties. The utility is further directed to correct the amount credited to the customer's account so that the account reflects that the customer was granted an adjustment of \$4,732.69, not \$4,623.88.

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

Date: March 6, 2019

Copy to:

Mr. [REDACTED]
[REDACTED] 6th Street, NE
Washington, DC 20017

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

IN RE: [REDACTED]
[REDACTED] S. Morgan Street, Apt. [REDACTED]
Chicago, IL 60607

Service Address:
[REDACTED] Good Hope Rd. SE

Account No: [REDACTED]
Case No: 2018-11-62

Amount in Dispute - \$ 10,722.10

Before Janet W. Blassingame, Hearing Officer
February 5, 2019 at 2:00 p.m.

ORDER OF DEFAULT

The customer contested a water and sewer bill for the above account for the period of time January 24, 2018 to May 17, 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 declared that a certified plumber's report was not received within 15 days of notice of the repair. The customer appealed DC Water's decision and requested an administrative hearing.

This matter was scheduled for hearing on February 5, 2019. Present for hearing was Eileen Wright, Communication Specialist, DC Water on behalf of DC Water.

The customer was afforded an extended grace period of fifty-five (55) minutes due to the awareness of so many customer's having difficulty finding the new location of DC Water. At 2:55 p.m., Ms. Wright checked her message center and with the guard desk and she declared that the customer had not called the utility to request a continuance or to declare that he was lost in attempting to appear for the scheduled hearing. As such, although the hearing was delayed until 2:55 p.m., the customer failed to appear. The letter of notification that was sent to the customer advised him 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: March 19, 2019

Copy to:

Mr. [REDACTED]
[REDACTED] S. Morgan Street, Apt. [REDACTED]
Chicago, IL 60607