

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

IN RE: Michael Watson
1803 2nd Street, NW
Washington, DC 20001

Account No: [REDACTED]
Case No: 19-443539

Amounts and Dates in Dispute:
6/12/18 – 7/12/18= \$1,298.84
7/13/18 – 8/10/18= 790.05
3/19/18 – 6/11/18= 4,674.28
\$6,763.17

Before Janet W. Blassingame, Hearing Officer
July 23, 2019 at 10:00 a.m.

The customer contested water and sewer bills for the above account for the period of time March 19, 2018 to July 12, 2018. The DC Water and Sewer Authority (DC Water) investigated the charges and determined that the bill was valid based upon actual meter readings and no basis existed to adjust the customer's account. The customer appealed DC Water's decision and requested an administrative hearing.

This matter was scheduled for hearing on July 23, 2019 at 10:00 a.m., however, the customer failed to appear at the scheduled time. Because customers have had difficulty finding DC Water's new location, the customer was afforded an extended grace period. When the customer failed to appear for hearing by 10:50 a.m., Ms. Arrington telephoned the customer who answered the call. The customer stated that he forgot the scheduled hearing and would come immediately. The Hearing Officer indicated to the parties that the grace period would be extended to accommodate the customer's arrival for the hearing. The customer telephoned Ms. Arrington at 11:30 a.m. indicating that he was lost. Ms. Arrington gave the customer detailed directions as to the building location and he ultimately arrived for the hearing at 11:45 a.m.

Present for hearing were: Michael Watson along with Menyeshu Hailu, Operations Manager for Taja Investments, LLC; Kimberly Arrington, Supervisor, Customer Support, DC Water on behalf of DC Water; and, Eileen Wright, Communication Specialist, DC Water.

The property involved is a row house with a basement rental unit. The property is owned and occupied by Michael Watson. Mr. Watson operates his business- Taja Investments, LLC, from the property. The house has three (3) bathrooms, two (2) kitchens, one outside faucet, one dishwasher, and two (2) washing machines. Four (4) people reside in the house, to include two (2) tenants in the basement unit. Mr. Watson utilizes the first floor of the house for his business operations. He has three (3) employees. Ms. Hailu stated that part of her duties as Operations Manager is to pay the water and sewer bill for the house and that the bills, generally, range between Eighty Dollars (\$80.00) and One Hundred Dollars (\$100.00) per billing cycle.

Ms. Hailu stated that she has worked for Taja Investments LLC for approximately one year and when she started her employment, she began a review of bills paid and owed by the company. She testified that she telephoned DC Water on August 19, 2018 requesting information as to a reflected balance owed of \$8,200.00. Ms. Hailu stated that she looked at past water and sewer bills sent by DC Water and questioned the billed charges. She testified that DC Water agreed to send a technician to inspect the property. Ms. Hailu testified that "Walter", a plumber who regularly works for Mr. Watson, inspected the house for leaks on August 19, 2018 and Walter found no leaks or plumbing defects.

Ms. Hailu testified that the bill dated 7/20/18 reflected a charge of \$1,298.00 for the period 6/12/18 to 7/12/18 and that the bill dated 8/29/18 for the period 7/13/18 to 8/10/18 reflected that 68.75 CCF of water had been used. Ms. Hailu stated that DC Water changed the water meter at the property on August 9, 2018 and during the period immediately following the meter change- 8/9/18 to 8/10/18, the meter reflected that .29 CCF of water had been used. Ms. Hailu stated that the bill statement dated September 17, 2018 for the period 8/11/18 to 9/13/18 reflected a charge of \$140.42 for 9.52 CCF of water usage.

Ms. Hailu asserted that since September 2018, the water usage at the property has been within normal range.

Mr. Watson stated that he has always employed an assistant and the assistant was responsible for paying his bills, but, prior to Ms. Hailu's hire, the prior assistant left his employ, maybe, in June 2018. Mr. Watson stated that the water and sewer charges outstanding may not have been paid either because he did not have money to pay the bills at the time of billing or his former assistant did not tell him of the outstanding charges prior to departure. Ms. Hailu interjected that she started working for Mr. Watson on July 16, 2018.

Mr. Watson testified that DC Water moved the water meter from within the property's yard to the sidewalk. He asserted that no one had to jingle toilet handles to stop toilets from running within the house and that he did not observe any standing water in or about the property. He, further, testified that he contacted his tenant to inquire if the tenant observed or knew of any water issues and the tenant denied any water leaks or defects within the basement unit.

Mr. Watson asserted that there was a clear drop in water usage at the property after the water meter was changed.

Ms. Hailu, upon questioning by Ms. Arrington, stated that she did not know exactly when the plumber checked the house, but, that it was sometime after she called DC Water.

Ms. Arrington interjected that Ms. Hailu initially contacted DC Water on August 3, 2018 for the purpose of setting up payment terms.

Ms. Arrington stated that DC Water considers the charges valid and that the charges are

based upon actual meter reads transmitted from the property. She testified that the utility pulled the water meter for testing and the meter was determined to have 100.62% accuracy. She pointed out that the meter had an automated reading system.

Ms. Arrington testified that high water usage started to decrease at the property as of July 28, 2018 at 22:00 hour and that the usage decrease started before the meter was removed for testing.

Ms. Arrington asserted that the high-water usage that occurred at the property was not the result of an underground leak because the high usage stopped.

Ms. Arrington conceded that the MTU at the property might have needed to be changed. She testified that there were no meter read transmissions from the property between 2/1/18 and 5/6/18.

Ms. Wright testified that, with respect to the customer's billings, the customer was charged \$585.10 for the period 1/9/18 to 2/8/19 as reflected on the bill statement dated 3/8/18, the customer was charged \$519.52 for the period 2/9/18 to 3/8/18 on the bill statement dated 4/16/18 and the customer was charged \$1,938.91 for the period 3/9/18 to 5/8/18 on the bill statement dated 5/18/18. Ms. Wright asserted that the MTU at the property for reasons unknown started transmitting again in June 2018 and DC Water reversed the previously billed charges and issued the customer a new bill statement dated 6/12/18 for the period 3/9/18 to 6/11/18. Ms. Wright testified that the utility billed the customer from estimated charge to actual meter read which was dated 6/11/18.

Ms. Wright testified that the utility receives hourly meter reads and that HUNA alerts are sent to customers. She stated that when the meter reads re-started, the utility found that the actual reads were higher than what had been estimated usage. Ms. Wright stated that the charge to the customer of \$790.05 had been based upon estimated usage.

Ms. Wright testified that based upon meter reads from the property, water usage started to decline on July 28, 2018 and that the meter reads reflect short periods of usage stopping at the property.

Ms. Wright asserted that someone made an attempt to repair something at the property causing the usage to decline, but, because the utility had been unaware of high-water usage occurring at the property, it had underestimated the usage occurring and it underbilled the customer.

Ms. Wright pointed out that Ms. Gore requested an audit on July 27, 2018 and the audit was scheduled to take place on August 9, 2018. Ms. Wright pointed out that DC Water did not come out to the property until August 9, 2018. Mr. Watson denied doing anything at the house which affected water usage; he stated that he did not fix anything. Mr. Watson asserted that DC

Water found no leaks during the audit of the property but his water and sewer bill was still high. Ms. Wright responded that the utility billed from past usage during which time water usage at the property was high. She concluded that the charges are valid and she pointed out the meter test results reflected that the water meter was registering water usage at the property within the accepted range of accuracy for water meters as established by the American Water Works Association whose standard is 98.5% to 101.5%.

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-use townhouse owned and occupied by Michael Watson from which he operates his home-based business, lives, and rents a basement unit. (Testimony of Michael Watson)
2. Mr. Watson delegates the responsibility to pay the property's water and sewer bill to an assistant in his employed. Mr. Watson was unsure as to the date that his prior assistant left his employ but he acknowledged that there was a period that he did not have an assistant and that the water and sewer bills went unpaid either because he lacked funds for payment or his assistant failed to advise him of the outstanding bills prior to departure. Mr. Watson's current assistant, Ms. Hailu started her employment on July 16, 2018. (Testimony of Michael Watson and Menyeshu Hailu)
3. There was a significant increase in water usage at the property occurring prior to May 8, 2018 when the utility obtained an AMR Network read from the property, however, prior thereto, the MTU at the property was not transmitting meter reads and, as such, the date when high usage began cannot be determined. (DC Water Meter Read Log and Bill Record)
4. Water usage at the property started to decline as of July 28, 2018. (Testimony of Kimberly Arrington; DC Water Meter Read Log)
5. DC Water estimated the customer's water usage for billing purposes for the bills dated 1/26/18, 3/8/18, 4/16/18 and 5/18/18 encompassing the period 11/8/17 to 5/8/18. (DC Water Bill Summaries dated 1/26/18, 3/8/18, 4/16/18 and 5/18/18)
6. The MTU at the property re-started transmitting meter reads from the property on May 10, 2018 and going forward, the utility has hourly meter reads from the property. (DC Water Meter Read Log)
7. DC Water sent the customer a bill dated 6/12/18 based upon actual meter read for the period 3/9/18 to 6/11/18 and within said bill, the utility adjusted the customer's account from estimated usage to actual usage and credited the estimated charges. (Testimony of Kimberly Arrington, Eileen Wright, Bill Summary dated 6/12/18)
8. The Bill Summary dated 6/12/18 reflected that the customer owed at total of \$6,905.38 with current charges of \$4,674.28. (Bill Summary dated 6/12/18)
9. DC Water documented that the customer was able to dispute June, July and August 2018

- bills which totaled \$6,647.30 and noted that the customer still owed an outstanding balance for January, March and April 2018 bills plus January, February, March and April 2019 bills which total \$2,714.92. (DC Water telephone/customer contact log entry dated 5/14/2019)
10. Ms. Hailu contacted DC Water on August 3, 2018 to establish a payment plan for the outstanding balance due. (Testimony of Kimberly Arrington)
 11. The customer's bill statement dated 7/20/18 reflected current charges for the period 6/12/18 to 7/12/18 in the amount of \$1,298.94 and a previous past due balance of \$6,905.38, making a total amount due by 8/14/18 of \$8,204.32. (Bill Summary dated 7/20/18)
 12. Ms. Hailu telephoned DC Water on August 19, 2018 to understand the bill received reflecting a balance of \$8200.00; as a result of the call, the service representative informed Ms. Hailu of the volume of water being used at the property. (Testimony of Ms. Hailu)
 13. By the time of Ms. Hailu's call to DC Water questioning the charge of \$8,200.00, the customer had received the Bill Summary dated 8/14/18 which reflected a past due balance of \$8,204.32 and current charges of \$790.05 (\$812.37 including penalty) making a total amount due of \$9,016.69. (Bill Summary dated 8/14/18)
 14. On August 9, 2018, DC Water conducted an interior audit of the property and no leaks were found. On the same date, the service technician replaced the MTU and water meter at the property and read the water meter. (Testimony of Kimberly Arrington, Eileen Wright, and DC Water MTU 21505305 Programmer History)
 15. The customer had the property inspected by a plumber which he utilizes for work projects and the plumber found no plumbing defects at the property; neither the customer nor his assistant was able to provide the date of the inspection but stated that the inspection was performed sometime after Ms. Hailu contacted DC Water regarding the water and sewer bill. (Testimony of Michael Watson and Menyeshu Hailu)
 16. DC Water removed and tested the water meter from the property and the water meter was determined to have 100.62% accuracy. (Testimony of Kimberly Arrington; Meter Test Results dated 8/22/2018)
 17. DC Water ruled out the existence of an underground leak as a possible cause of increased water usage at the property because the meter reads reflected usage decline and periodic stoppage of water being used at the property and underground leaks do not stop until repaired. (Testimony of Eileen Wright; Investigative Report dated 11/08/18)

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. An owner or occupant may challenge the most recent charges by WASA for water, sewer and groundwater sewer charges by either:

- (a) Paying the bill, and notifying WASA in writing that he or she believes the bill to be incorrect and is paying under protest; or
 - (b) Not paying the current charges contained in the bill and notifying WASA in writing, within ten (10) working days after receipt of the bill of the reason(s) why the bill is believed to be incorrect. (See 21 DCMR 402.1)
3. Challenges received after the ten (10) period stated in §402.1 will be deemed to have been filed in an untimely manner and will not stop the imposition of a penalty for nonpayment of charges or the possibility of termination of services for nonpayment. (See, 21 DCMR 402.2)
4. Nothing in this section shall be interpreted to relieve the owner or occupant of responsibility for paying all previously or subsequently rendered, uncontested water, sewer and groundwater sewer service charges, penalties, interest, and administrative costs. (See, 21 DCMR 402.3)
5. DC Water is obligated to investigate a challenge to a bill by doing any or all of the following:
 - (a) Verify the computations made in the formulation of the water and sewer charges;
 - (b) Verify the meter reading for possible meter overread or doubtful registration;
 - (c) If feasible, check the premises for leaking fixtures, underground invisible leaks, and house-side connection leaks;
 - (d) Check the meter for malfunction;
 - (e) Check the water-cooled air conditioning system, if any, for malfunction; and
 - (f) Make a reasonable investigation of any facts asserted by the owner or occupant which are material to the determination of a correct bill. See, 21 DCMR 403.
6. D.C. Municipal Regulations bar adjustment of a customer's bill when all checks and tests provide no reasonable explanation for excessive water consumption. (See 21 DCMR 408 which states: "In cases in which all checks and tests result in inconclusive findings that provide no reasonable explanation for excessive consumption, no adjustment shall be made to the bill for any portion of the excessive consumption, except as may be approved by the General Manager, based upon a demonstration by the owner or occupant that such an adjustment will further a significant public interest.")

DECISION

The customer failed to establish that more likely than not the bills in dispute are wrong or for some other reason, he should not be responsible for payment of the water and sewer charges. As a general rule, a property owner is responsible for what occurs on his property and, in this case, it appears that water was being used or wasted at the property. Nothing in the record supports a conclusion that the water usage did not occur or for some reason, the property owner

is not responsible for payment to the utility for its water and sewer services.

The property owner in this case delegated the job of paying the water and sewer bill for his property to his assistant and during the customer's testimony he acknowledged that either he lacked funds to pay the water and sewer bills prior to the departure of his assistant from his employ or when the assistant left his employ, the assistant failed to advise him that bills for payment were outstanding and due. The customer was unable to pinpoint when the assistant left his employ but stated that, maybe, the departure was sometime in June 2018. Mr. Watson's current assistant, Ms. Hailu, testified that she began employment on July 16, 2018 and began reviewing bills. The testimony and evidence established that Ms. Hailu contacted DC Water on August 3, 2018 to establish a payment plan for the outstanding water and sewer charges which, as of that date, amounted to \$8,204.32 based upon the billing statement dated 7/20/18. Nothing in the record or testimony established that the customer disputed past due charges of \$6,905.38 as reflected on the 7/20/18 Billing Summary. The testimony and evidence did establish that on August 19, 2018, Ms. Hailu contacted DC Water to understand the then past due balance of \$8,200.00 (actual balance was \$8,204.32) as reflected on the bill statement dated 8/14/18); the total amount due to DC Water as reflected on the Bill Summary dated 8/14/18 was \$9,016.69 which included current charges of \$812.37 for the period 7/13/18 to 8/10/18.

Based upon the property owner's testimony, it was clear that he did not know the status of payments of his water and sewer bills and relied upon his assistant to take care of that responsibility. His testimony established that not only did he not monitor his assistant's paying of the water and sewer bill, he did not take over the function of paying the water and sewer bill when his assistant left his employ and he did not have an assistant for a period of time. By the time that Ms. Hailu began employment with the property owner, the property owner owed to DC Water the amount of \$8,204.32 and by the time that Ms. Hailu telephoned DC Water to question the \$8,204.32 outstanding balance owed to the utility, the property owner had been billed and owed to the utility \$9,016.69 based upon the Bill Summary dated 8/14/18)

DC Water presented hourly meter reads from the property, as well as, the results of the testing of the water meter and the results of an audit of the property for leaks. The meter test reflected that the meter was functioning within accepted accuracy range. No leaks were detected at the property by the DC Water service technician. Nothing was presented challenging the accuracy of the meter reads from the property. DC Water, further, was able to rule out the existence of an underground leak as a possible cause of high-water usage at the property. On the customer's part, testimony was given that the property was inspected by a plumber in the customer's employ and the customer found no leaks or plumbing issues and the customer testified that his tenants gave him no indication of leaks or plumbing issues within the basement unit of the property. The customer testified that he had no knowledge of leaks or plumbing issues within the property.

DC Water presented testimony and evidence that water usage at the property began to decline as of July 28, 2018 and the parties agreed that the usage was back to within normal by September 2018 and has remained normal since September 2018. The customer asserted that he performed no repairs at the property and DC Water performed no repairs at the property. DC Water, however, asserted that something was done at the property as of July 28, 2018 to cause the decline in water usage. The customer testified that he had his plumber inspect the property. The customer was vague as to when the plumber was at the property. Ms. Hailu initially testified that the plumber inspected the property on July 19, 2018 but she, later, changed her testimony and stated that she did not know when the inspection occurred and that the plumber came in sometime after she called DC Water. DC Water noted two (2) calls were made to the utility by Ms. Hailu- the first call was on August 3, 2018 and the second call was on August 19, 2018. The first call by Ms. Hailu to the utility was to inquire about establishing payment terms for the customer's outstanding bill. The second call by Ms. Hailu to the utility was to inquire regarding the past due balance reflected on the July Bill Summary.

The customer failed to pay the water and sewer charges for services for several billing cycles and as noted, by July 2018, the past unpaid balance exceeded \$8,200.00. By the time that Ms. Hailu contacted the utility about the past due balance, the time for dispute of the charges was expired. The Hearing Officer notes that DC Water adjusted the customer's account after undercharging for service based upon estimated billing for several months. The utility adjusted the account and sent the adjusted bill to the customer as reflected in the Bill Summary dated 6/12/18. Pursuant to applicable regulations for bill disputes the customer had 10 days to challenge the bill if he elected not to pay the charge or he could have paid the charges and noted his dispute if done before receipt of the next bill from the utility. (See, 21 DCMR 402.1) The customer pursued neither course of action to dispute the charges reflected on the June 12, 2018 bill. As such, the charges are valid and should have been paid.

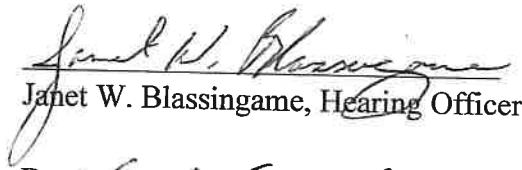
Notwithstanding the timeliness or lack thereof the dispute of charges, DC Water noted that the customer was able to dispute June, July and August 2018 bills which totaled \$6,647.30 and noted that the customer still owed an outstanding balance for January, March and April 2018 bills plus January, February, March and April 2019 bills which total \$2,714.92.

The weight of the testimony and evidence presented during hearing favors the utility. The utility's equipment was functioning properly. The utility appropriately billed the customer for its services. At some point, the customer became aware of the outstanding charges for service and had his plumber inspect the property. While not giving a precise date as to when the plumber was at the property and not providing any plumbing report as to what was done in the inspection, the fact presented was that usage declined close to when the customer's plumber was at the property. By the time that DC Water's technician inspected the property on August 8, 2018, no leaks were found. DC Water contended that something was done at the property to cause a decline in water

usage; the utility had no evidence of what was done but relied on its meter reads to show a decline starting on July 28, 2018. The utility was clear in its testimony and evidence, however, that it did nothing to effect water usage at the property and that its equipment was functioning and no underground leak was at the property.

21 DCMR 408 bars the utility from adjusting a customer's account for excessive water usage when all tests and checks fail to show to determine the cause of the usage.

In this case, the evidence reflects that the water was used at the property and that the utility billed the customer accordingly. The customer failed to monitor his water and sewer bills and he failed to note that high water usage was occurring at the property until Ms. Hailu came on board as his new assistant in July 2018. Once Ms. Hailu began reviewing the bills and questioning the high usage and charges, the usage declined. Nothing in the record supports a determination that DC Water was wrong in its billing of the customer. Accordingly, DC Water's determination that the charges are valid and no basis exists to adjust the customer's account is hereby AFFIRMED.


Janet W. Blassingame, Hearing Officer
Date: Sept. 5, 2018

Copies to:

Michael Watson
1803 2nd Street, NW
Washington, DC 20001

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

IN RE: Grace Kim

3101 Merrydale Drive
Upper Marlboro, MD 20772

Account No: [REDACTED]
Case No: 19-443595

Service Address:
606 M Street, NE

Amount in Dispute - \$ 1,060.94

Before Janet W. Blassingame, Hearing Officer
July 23, 2019 at 1:00 p.m.

The customer contested a water and sewer bill for the above account for the period of time January 4, 2019 to February 4, 2019. The DC Water and Sewer Authority (DC Water) investigated the charges and determined that the charges were valid based upon actual meter readings and no basis existed to adjust the customer's account. The customer appealed DC Water's decision and requested an administrative hearing.

This matter was scheduled for hearing on July 23, 2019. Present for hearing were Grace Kim and Kimberly Arrington, Supervisor, Customer Support, on behalf of DC Water.

The property involved is a multi-unit three level house with an individual unit on each level. Each unit has one bathroom, one kitchen and a washing machine. The house has one outside faucet. The water and sewer bill for the property has historically been approximately Four Hundred Dollars (\$400.00) per billing cycle.

Ms. Kim stated that she telephoned DC Water upon receipt of her Bill Summary and she also contacted her property manager and requested that the property be checked for leaks and plumbing issues. She stated that the property manager did not see any problems at the house. Ms. Kim indicated that the inspection was done by the property manager sometime in March 2019.

Ms. Kim testified that her water and sewer bill decreased the next billing cycle and that she had not made any repairs and she knew of no leaks at the property. The customer added that she had requested the tenants to check their respective units and all of the tenants reported back that they had no leaks.

Ms. Arrington interjected that DC Water sent the customer high water usage alerts on January 24, 2019 and January 30, 2019. Ms. Arrington read out the email address on file with the utility for the account and Ms. Kim stated that the listed email was not her email.

Ms. Arrington stated that the bill dated 2/5/19 was for the period January 4, 2019 to February 4, 2019.

Ms. Arrington testified that the customer was billed based upon actual meter reads from the property. She also testified that DC Water removed the water meter from the property for testing and that the meter was determined to have 100.10% accuracy. Ms. Arrington pointed out that the accepted range for water meter accuracy as established by the American Water Works Association is 98.5% to 101.5% which means that the water meter from the property was functioning appropriately. Ms. Arrington stated that the meter was pulled on July 2, 2019 and the test was performed on July 8, 2019.

Initially, Ms. Arrington testified that DC Water conducted an interior audit of the property for leaks and no leaks were found. She corrected her testimony and stated that the utility did not perform an audit of the property.

Ms. Arrington testified, referring to the meter reads from the property, that there was a spike in water usage at the property between January 23, 2019 and January 31, 2019, but, thereafter, usage returned to within normal range.

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

FINDINGS OF FACT

1. The property involve is multi-unit house owned by Grace Kim. (Testimony of Grace Kim)
2. The period in dispute is January 4, 2019 to February 4, 2019. (Testimony of the parties)
3. A significant spike in water usage occurred at the property between January 23, 2019 and January 31, 2019. (Testimony of Kimberly Arrington; DC Water Meter Read Log)
4. The customer was unaware of any leaks or plumbing issues occurring at the property. (Testimony of Grace Kim)
5. DC Water sent the customer high water usage alerts (HUNA alerts) on January 24, 2019 and January 30, 2019. (Testimony of Kimberly Arrington)
6. The email address on file with the utility for the customer's account was wrong and the customer denied receiving the HUNA alerts from the utility. (Testimony of Grace Kim)
7. In March 2019, the customer had her property manager inspect the property for leaks and plumbing issues and none were found. (Testimony of Grace Kim)
8. The property owner requested that her tenants inspect their units for leaks and plumbing issues and no tenant reported any problem. (Testimony of Grace Kim)
9. DC Water removed and tested the water meter and the meter was determined to have 100.10% accuracy. (Testimony of Kimberly Arrington)

10. The utility has hourly meter reads from the property for the period in dispute. (Testimony of Kimberly Arrington, DC Water Meter Read Log)

CONCLUSIONS OF LAW

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

DECISION

The customer in this matter failed to show that more likely than not the disputed charges were wrong or for some other reason she should not be responsible for payment of her water and sewer charges.

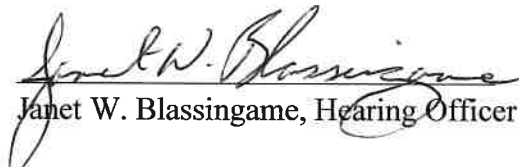
The customer asserted that there were no leaks or water problem occurring at her property, however, the utility presented evidence of sending two (2) HUNA alerts to the customer regarding the occurrence of high-water usage at the property. The customer stated that the email address on file with the utility was not her email address and she did not get the alerts. HUNA is a service provided by DC Water to its customers and customers register with the utility for alerts by providing contact information and indicating whether they want to be contacted by

email or telephone. In this case, DC Water provided alerts during the period that high water usage was occurring at the property. Unfortunately, the customer did not get the alerts as sent but the utility is not at fault by sending the email alerts to the email address on file with it.

DC Water also provided hourly meter reads from the property from which it pinpointed when high usage occurred at the property. Its alerts to the customer of high usage corresponded with the meter reads reflecting high usage occurring. The utility, further, tested the water meter and the meter was determined to have accuracy within the accepted range of accuracy for water meters.

According to the utility's meter read log, the evidence was that high usage declined at the property as of January 31, 2019. Ms. Kim testified that she requested her property manager to inspect the property in March 2019 and no leaks were found. Likewise, she testified that she requested that her tenants advise her of any leaks or plumbing issues within their units and no tenant advised of any problems. Ms. Kim was unaware of high usage occurring at the property until she received her Bill Summary dated 2/5/19. Unfortunately, by the time that the customer became aware of high-water usage occurring at the property, the usage had declined. As such, by the time the customer undertook her own investigation of whether high usage was occurred at the property, high usage was not detected because there was done occurring. During the hearing, the customer updated her HUNA alert contact information, however, based upon the facts presented herein, the Hearing Officer is convinced that high water usage occurred at her property and that she was billed accordingly.

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.


Janet W. Blassingame, Hearing Officer
Date: Sept. 5, 2019

Copies to:

Ms. Grace Kim
3101 Merrydale Drive
Upper Marlboro, MD 20772

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

IN RE: [REDACTED] and [REDACTED]
[REDACTED] Highwood Place, SE
Washington, DC 20020

Account No: [REDACTED]
Case No: 19-443513

Amount in Dispute - \$ 676.66

Before Janet W. Blassingame, Hearing Officer
July 24, 2019 at 10:00 a.m.

The customer contested water and sewer bills for the above account for the periods of time November 27, 2018 to February 25, 2019. The DC Water and Sewer Authority (DC Water) investigated the charges and determined that the charges were valid based upon actual meter readings and no basis existed to adjust the customer's account. The customer appealed DC Water's decision and requested an administrative hearing.

This matter was scheduled for hearing on July 24, 2019. Present for hearing were [REDACTED] and [REDACTED], Supervisor, Customer Support, on behalf of DC Water.

The property involved is a single-family home with three (3) bathrooms, one kitchen, a dishwasher, a washing machine, and two (2) outside faucets. The [REDACTED] family has occupied and owned the property since year 2001. Historically, the water and sewer bill has ranged between One Hundred Eighty Dollars (\$180.00) and Two Hundred Thirty Dollars (\$230.00).

Mr. [REDACTED] testified that his bill in October 2018 was in excess of Five Hundred Dollars (\$500.00) but he refrained from contacting the utility regarding the bill because he decided to wait and see the charge for water and sewer service in the next billing cycle. Mr. [REDACTED] stated that his next bill was Six Hundred Seventy-six Dollars and sixty-six cents (\$676.66). He testified that he telephoned DC Water which, in turn, scheduled a service technician to come out and inspect the property. Mr. [REDACTED] testified that he looked under the sink and in the basement and saw no leaks. He also stated that he performed no repairs at the house. He stated that the service technician did not detect any leaks.

Mr. [REDACTED] testified that DC Water scheduled his property for an underground leak inspection and no underground leak was found.

Mr. [REDACTED] stated that he talked with his neighbor who revealed that his bill for water and sewer service was Three Hundred Dollars (\$300.00).

Mr. [REDACTED] testified that his water and sewer bill is now ranging between One Hundred Twelve Dollars (\$112.00) and One Hundred Twenty Dollars (\$120.00) per billing cycle.

The customer asserted that he does not have a lot of guests to his home and he has taken no recent trips.

Ms. Arrington noted that the customer is registered for HUNA alerts of high-water usage occurring at his property, however, his threshold for notices being sent to him was at 6X normal water usage. As such, the customer would not have received an alert of high-water usage occurring at his property during the disputed period. Mr. [REDACTED] acknowledged that he did not receive any HUNA alerts from the utility. Ms. Arrington requested permission from the customer to change his alert settings and upon grant of permission, she changed the settings to a much lower threshold.

Ms. Arrington asserted that the meter reads received by the utility were correct and she stated that the utility receives the meter reads by MTU transmission.

Ms. Arrington testified that DC Water conducted an interior audit of the customer's home on February 15, 2019 and no leaks were detected. She stated that an underground inspection was not done at the property because the DC Water representative routed the service request incorrectly. Ms. Arrington asserted that the utility did not reschedule the underground inspection because usage at the property declined and if an underground leak had been present the water usage would not have declined because such leaks require repair and would continue to cause water loss until fixed.

Mr. [REDACTED] took issue with Ms. Arrington's testimony that the utility did not conduct an underground inspection and he asserted that he saw the service technician at his property, that the underground inspection was performed and the service technician did not find anything amiss. He asserted that the underground inspection was performed, maybe, in March 2019.

Ms. Arrington testified that DC Water pulled the water meter for testing on June 21, 2019 and the test was conducted on July 9, 2019 at which time the water meter was determined to have 99.77% accuracy. Ms. Arrington asserted that the water meter met standards set for meter accuracy and that such standards were established by the American Water Works Association as being between 98.5% and 101.5% accuracy.

Ms. Arrington testified that there was a significant spike in water usage at the property between December 5, 2018 and January 6, 2019. She stated that the customer received bills as follows:

Bill dated 10/23/18 = \$208.00
Bill dated 11/27/18 = \$224.16
Bill dated 12/29/18 = \$605.00
Bill dated 1/26/19 = \$506.89
Bill dated 2/25/19 = \$169.77

Ms. Arrington reemphasized that once a water meter malfunctions, it continues to malfunction and does not self-repair.

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 home owned and occupied by [REDACTED] and his family. (Testimony of [REDACTED])
2. The period in dispute is 11/27/18 to 2/25/19. (Testimony of the parties)
3. There was a significant increase in water usage at the property between December 5, 2018 and January 6, 2019. (Testimony of Kimberly Arrington; DC Water Meter Read Log)
4. Water usage at the property declined in January 2019 and has remained within normal range. (Testimony of the parties; Bill Summaries dated 2/5/19, 3/22/19 and 4/22/19; DC Water Meter Read Log)
5. The customer was unaware of high-water usage occurring at his property and upon his inspection, he found no evidence of leaks or plumbing problems. (Testimony of [REDACTED])
6. DC Water did not alert the customer that high water usage was occurring at his property because the level of water usage did not meet the threshold for issuance of a HUNA alert, however, the customer did observe a significant increase in the utility's bill to him for service for the period immediately before the period now in dispute. (Testimony of the parties; Bill Summary dated 11/27/18)
7. A review of the customer's Bill Summary dated 10/23/18 on which there is a chart reflecting "Usage At A Glance" over a thirteen (13) month period shows that the customer's water usage at the property spiked in August 2018 to over 21 CCF and that usage at the property has been inconsistent over entire graphed period. (See, Usage At A Glance (CCF) on Bill Summary dated 10/23/18)
8. DC Water removed and tested the water meter and the meter was determined to have 99.77% accuracy. (Testimony of Kimberly Arrington; Meter test results)
9. DC Water ruled out the existence of an underground leak at the property because the nature of such leaks required repair before the leak will abate and usage at the property declined without necessity of repairs being performed. (Testimony of Kimberly Arrington)
10. DC Water conducted an interior audit of the property on February 15, 2019 and no leaks were detected. (Testimony of the parties)

CONCLUSIONS OF LAW

1. The burden of proof is on the customer to show, by a preponderance of evidence, that the decision of DC Water is incorrect. (21 DCMR 420.7 and 420.8)
2. D.C. Municipal Regulations relating to water and sanitation bar adjustment of a customer's bill if excessive water consumption is the result of a leaking faucet, household fixtures, and similar leaks or the malfunctioning water-cooled air conditioning equipment. (21 DCMR 406)
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

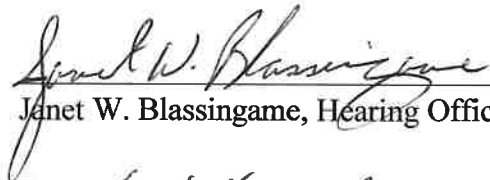
The customer in this dispute failed to show that more likely than not the charges being disputed were wrong or for some other reason, he should not be responsible for payment.

The evidence and testimony established that prior to the customer initiating this dispute of charges, the customer was experiencing increased water usage at the property which he neither disputed the charges therefor nor inspected for leaks or possible causes of the increased usage. A review of the customer's water usage history revealed a significant spike in water used in August 2018, as well as, fluctuations in usage at the property over the prior thirteen (13) month period. In this case, since water usage declined in January 2019, water usage at the property has been below or equal to what had been the lowest level of historical usage at the property as reflected in the graph appearing on the customer's water and sewer bills. DC Water did not perform repairs at the property to effect water usage and the customer did not testify that he performed any repairs to effect water usage. It is, however, significant that water usage has declined below historical levels and that suggests that something was done at the property to affect a decline in usage. Since the customer did not testify as to any actions being taken to affect water usage at the property, the Hearing Officer is unable to find a cause of the decline in water usage. The evidence presented does support a determination, however, that whatever caused the spike in water usage and the decline in water usage at the property, DC Water merely reported and charged for occurring water used by the customer.




The utility tested the water meter and the meter was determined to be functioning within the established standards for water meter accuracy. The utility presented meter reads transmitted from the property on an hourly basis from which it billed the customer; nothing was presented in evidence or testimony to cast any doubt upon the accuracy of the meter reads. The utility ruled out the presence of an underground leak as a possible culprit causing high water usage at the property. The utility, also, conducted an interior audit of the house and no leaks or plumbing problems were detected.

As such, even though it might be suspected that the customer's high-water usage was caused by a leak in an interior fixture at the house, the cause of the high-water usage cannot be established. By the time that the customer disputed his water and sewer charges and DC Water investigated his dispute, the high-water usage had abated and all tests failed to find anything wrong at the property. Title 21, Section 408 of the Municipal Regulations of the District of Columbia bars adjustment of a customer's account for excessive water consumption the cause of the usage is not determined.

Based upon the evidence in this matter, the determination by DC Water that the charges are valid and no basis exists to adjust the customer's account is correct and appropriate and, as such, the determination is hereby AFFIRMED.


Janet W. Blassingame, Hearing Officer
Date: Sept. 5, 2019

Copies to:

 and 
 Highwood Place, SE
Washington, DC 20020

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

IN RE: [REDACTED]
[REDACTED] Shippen Lane, SE
Washington, DC 20020

Account No: [REDACTED]
Case No: 19-457164

Amount in Dispute - \$ 1,225.98

Before Janet W. Blassingame, Hearing Officer
July 30, 2019 at 1:00 p.m.

The customer contested water and sewer bills for the above account for the periods of time January 30, 2019 to February 28, 2019 and March 1, 2019 to March 27, 2019. The DC Water and Sewer Authority (DC Water) investigated the charges and determined that the bill was valid based upon actual meter readings and no basis existed to adjust the customer's account. The customer appealed DC Water's decision and requested an administrative hearing.

This matter was scheduled for hearing on July 30, 2019. Present for hearing were [REDACTED] and Kimberly Arrington, Supervisor, Customer Support, on behalf of DC Water. [REDACTED]

The property involved is a row townhouse owned by [REDACTED]. Three people occupy the residence. The house has one and one-half (1 ½) bathrooms, one kitchen, a washing machine, a dishwasher (unplugged) and two (2) outside faucets. Historically, the water and sewer bill has ranged between One Hundred Twenty Dollars (\$120.00) and One Hundred Forty Dollars (\$140.00) per billing cycle.

Ms. [REDACTED] stated that she lost her cell phone but understands that DC Water sent an alert notification to her of high-water usage occurring at her property. Ms. [REDACTED] stated that she failed to notify DC Water of her changed contact information when she lost the telephone.

Ms. [REDACTED] stated that she telephoned DC Water on March 22, 2019. She admitted that she cancelled a scheduled interior audit by the utility. The customer asserted that she thought that you only got one chance to have the utility perform an audit for leaks and she had already gotten the toilet repaired. Ms. [REDACTED] stated that she called the utility on March 22, 2019 regarding the bill dated March 4, 2019. She stated that she had the toilet causing high usage repaired on March 22, 2019 and that the toilet had been found running.

Ms. Arrington confirmed that the utility contact information for Ms. [REDACTED] was her old phone number and that the email address on record with the utility was also wrong; Ms. Arrington updated the customer's contact information on file with DC Water.

Ms. Arrington testified that DC Water considers the charges valid. She stated that the water meter was removed and tested and that the water meter was determined to have 99.79%

accuracy which is within the accepted standard of water meter accuracy as established by the American Water Works Association. Ms. Arrington cited the accuracy standard to be between 98.5% and 101.5%. Ms. Arrington asserted that the utility did not perform an audit of the house for leaks because the customer cancelled the scheduled audit. Ms. Arrington clarified to the customer that DC Water will do one free interior audit of a property every two (2) years, however, the utility will provide the service more frequency at a charge to the customer.

Ms. [REDACTED] asserted that she would like to establish a payment plan for the balance owed on her account. Ms. Arrington stated that the account balance is currently \$1,538.05.

Ms. Arrington indicated to the customer that she could be afforded up to twelve (12) months to pay the balance due in installment payment but she must pay 1/3 down of the balance due to get started and she must pay her current charge each billing cycle to remain on a payment plan. Ms. Arrington, further, informed the customer that she must pay \$128.00 per month on the payment plan and that she might be able to obtain assistance from the DOEE for the Cap Program.

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

FINDINGS OF FACT

1. The property involved is a row townhouse owned by [REDACTED]. (Testimony of [REDACTED])
2. The periods in dispute are: January 30, 2019 to February 28, 2019 and March 1, 2019 to March 27, 2019. (Testimony of the parties)
3. DC Water detected and attempted to notify the customer that high water usage was occurring at the property, however, the customer's contact information on file with the utility was not up to date and the customer did not receive the notification. (Testimony of [REDACTED])
4. A running toilet was found within the house and was repaired by the owner on March 22, 2019. (Testimony of [REDACTED])
5. The customer cancelled a scheduled internal audit of the property. (Testimony of the parties)
6. DC Water tested the water meter and the meter was determined to have 99.79% accuracy. (Testimony of Kimberly Arrington)
7. The customer conceded owing a balance due to DC Water and she inquired as to terms for a payment plan; the current balance due on the account was \$1,538.05. (Testimony of [REDACTED])

CONCLUSIONS OF LAW

1. The burden of proof is on the customer to show, by a preponderance of evidence, that the

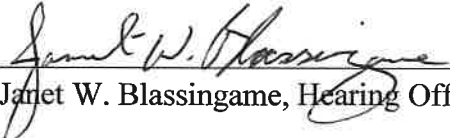
- decision of DC Water is incorrect. (21 DCMR 420.7 and 420.8)
2. D.C. Municipal Regulations relating to water and sanitation bar adjustment of a customer's bill if excessive water consumption is the result of a leaking faucet, household fixtures, and similar leaks or the malfunctioning water-cooled air conditioning equipment. (21 DCMR 406)

DECISION

The customer in this matter failed to establish that more likely than not the bill being disputed was wrong. She acknowledged that a running toilet was found on the premises and she cancelled the scheduled audit of the property for leaks because the toilet had been detected and repaired. The customer, further, inquired regarding terms for a payment plan regarding the balance owed on the account.

Pursuant to 21 DCMR 406, DC Water is barred from adjusting a customer's account when excessive water consumption is due to a running toilet (household fixture).

As such because the customer concedes that a running toilet was detected and repaired at the property, the weight of the evidence is that more likely than not the defective toilet did cause excessive water usage. Accordingly, DC Water's determination that the charges are valid and no basis exists to adjust the customer's account is hereby AFFIRMED.


Janet W. Blassingame, Hearing Officer

Date: Sept. 5, 2019

Copy to:

Ms. [REDACTED]
[REDACTED] Shippen Lane SE
Washington, DC 20020

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

IN RE: [REDACTED]

[REDACTED] Windom Place, NW
Washington, DC 20008

Account No: 57274
Case No: 19-458513

Amount in Dispute - \$ 786.72

Before Janet W. Blassingame, Hearing Officer
July 30, 2019 at 2:00 p.m.

The customer contested water and sewer bills for the above account for the periods of time April 6, 2019 to May 7, 2019. The DC Water and Sewer Authority (DC Water) investigated the charges and determined that the charges were valid based upon actual meter readings and no basis existed to adjust the customer's account. The customer appealed DC Water's decision and requested an administrative hearing.

This matter was scheduled for hearing on July 30, 2019. Present for hearing were: [REDACTED]; April Brown, Collections Analyst, DC Water; and, Kimberly Arrington, Supervisor, Customer Support, DC Water on behalf of DC Water.

The property involved is a semi-detached family home owned by [REDACTED] since year 1987. The house has three and one-half (3 ½) bathrooms, one kitchen, one kitchenette, a dishwasher, a washing machine, a utility sink, radiators, and two (2) outside faucets. Historically, the water and sewer bill has ranged between Forty Dollars (\$40.00) and Eighty Dollars (\$80.00) per billing cycle.

Mr. [REDACTED] testified that, during the period in dispute, there was nothing special going on at his property, that he had no guests, that there were no leaks, that he observed no running or standing water, and that he and his family took no trips.

Mr. [REDACTED] testified that he received no alerts from DC Water that high water usage was occurring at his property.

The customer testified that when he received the bill being disputed and called the utility, he thought that the bill was a mistake. Mr. [REDACTED] stated that he was told by a customer service representative that the bill was proper. Mr. [REDACTED] testified that he was told that there had been a spike in his water usage which lasted three (3) days.

Mr. [REDACTED] testified that he asked his son about usage within the house and his son denied knowing of anything amiss. Mr. [REDACTED] stated that he checked within and about his house and did not notice any irregular usage.

Mr. [REDACTED] pointed out that his bill dated 6/7/19 was for the amount of \$84.15; the customer pointed out that he had performed no repairs at the property to account for a decline in water usage. The customer further pointed out that DC Water did not offer to conduct an audit of the property for leaks.

Ms. Arrington asserted that she believes that the high usage was the result of something controlled inside of the property. She suggested that the cause of the usage might have been a toilet flapper.

Ms. Arrington testified that DC Water removed and tested the water meter and the meter was determined to have 99.03% accuracy.

Ms. Arrington testify that the utility sent a HUNA alert to the customer on April 15, 2019 to advise that high water consumption was occurring at the property. Mr. Nelson stated that he does not remember receiving an alert email from the utility. Ms. Arrington testified that the spike in usage was from April 13, 2019 to April 23, 2019. Ms. Arrington verified the customer's telephone number and email address on file with the utility for HUNA alerts and the contact information was verified as correct.

Mr. [REDACTED] stated that, in the future, he would like HUNA alerts to come to him by telephone. Ms. Arrington updated the customer's contact information for DC Water's records and she suggested to the customer that the threshold for initiating a HUNA alert be lowered. The customer asked Ms. Arrington how often usage of the magnitude for which he was billed happens; Ms. Arrington declined to answer the question, but, did adjust the threshold notification level for a HUNA alert. Mr. [REDACTED] ask how was he to know of danger if he never had a spike before...He acknowledged that, if the alert came to him, the email may have gone to spam and he not look at it because he does not review the spam folder on his computer. Mr. [REDACTED] stated that his past water usage ranged between 1 CCF and 2 CCF per billing.

Ms. Arrington pointed out that the customer's water usage went back to normal.

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

FINDINGS OF FACT

1. The property involved is a single-family semi-detached residence owned and occupied by [REDACTED]. (Testimony of [REDACTED])
2. The period in dispute is April 6, 2019 to May 7, 2019. (Testimony of the parties)
3. A significant spike in water usage occurred at the property between April 13, 2019 and April 23, 2019. (Testimony of Kimberly Arrington; DC Water Meter Read Log)
4. DC Water sent a HUNA alert to the customer on April 15, 2019 to advise that high water usage was occurring at the property. (Testimony of Kimberly Arrington)
5. The customer does not remember seeing the HUNA alert email sent to him and acknowledged that it is his practice not to review emails going into the spam folder on his

computer and the email sent to him by DC Water might be in the spam folder.

(Testimony of [REDACTED])

6. After April 23, 2019, water usage at the property declined. (Testimony of the Kimberly Arrington, DC Water Meter Read Log)
7. DC Water removed and tested the water meter from the property and the meter was determined to have 99.03% accuracy; such accuracy percentage being within the establish standard of accuracy for water meters as established by the American Water Works Association. (Testimony of Kimberly Arrington)
8. DC Water has electronically transmitted meter reads from the property for the period in dispute and it was based upon said reads that the utility billed the customer for water and sewer usage. (Testimony of the Kimberly Arrington, DC Water Meter Read Log; Bill Summary dated 5/8/19)

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

See, 21 DCMR 403.
3. D.C. Municipal Regulations bar adjustment of a customer's bill when all checks and tests provide no reasonable explanation for excessive water consumption. (See 21 DCMR 408 which states: "In cases in which all checks and tests result in inconclusive findings that provide no reasonable explanation for excessive consumption, no adjustment shall be made to the bill for any portion of the excessive consumption, except as may be approved by the General Manager, based upon a demonstration by the owner or occupant that such an adjustment will further a significant public interest.")

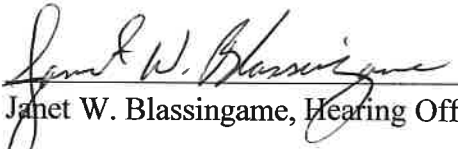
DECISION

The customer in this matter failed to show that more likely than not the disputed charges were wrong or for some other reason he should not be responsible for payment of his water and sewer charges.

The customer asserted that there were no leaks or water problem occurring at his property, however, the utility presented evidence of sending a HUNA alert to the customer regarding the occurrence of high-water usage at the property. The customer's the email address on file with the utility was correct, however, the customer asserted that he did not remember seeing an alert but that he does not read emails sent to him that go into his computer spam folder. HUNA is a service provided by DC Water to its customers and customers register with the utility for alerts by providing contact information and indicating whether they want to be contacted by email or telephone. In this case, DC Water provided an alert to the customer during the period that high water usage was occurring at the property. The utility is not at fault for sending the email alert to the email address on file with it and the customer is not relieved from liability for payment of excessive water used or lost at his property because he failed to see an email sent to him because his practice is not to review emails in his spam folder.

DC Water provided hourly meter reads from the property from which it pinpointed when high usage occurred at the property. Its alert to the customer of high usage corresponded with the meter reads reflecting high usage occurring. The utility, further, tested the water meter and the meter was determined to have accuracy within the accepted range of accuracy for water meters.

The evidence and testimony established that high water usage occurred at the property during the period pinpointed by DC Water based upon meter reads, sent from an accurately registering water meter, at the property. Ultimately, the property owner is responsible for what goes on at his property. In this case, DC Water sent an alert to the property owner using the method of contact established by him to receive HUNA alerts and the property owner failed to check all emails sent to him and, as such, he failed to see the alert from DC Water. As such, the Hearing Officer finds nothing to support the customer's dispute of the water and sewer charges billed to him and, hereby, AFFIRMS DC Water's determination that the charges are valid and no basis exists to adjust the customer's account.


Janet W. Blassingame, Hearing Officer
Date: Sept. 5, 2019

Copies to:

Mr. [REDACTED]
[REDACTED] Windom Place, NW
Washington, DC 20008

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

IN RE: David Brown
1504 Portal Drive, NW
Washington, DC 20012

Account No: [REDACTED]
Case No: 19-459427

Service Address:
3917 4th Street, SE

Dates and Amounts in Dispute:
1/3/19 – 2/1/19= \$1,375.73
3/2/19 – 4/1/19= \$1,835.82
4/2/19 – 5/1/19= \$1,726.68
5/2/19 – 6/3/19= \$ 721.54

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

The customer contested water and sewer bills for the above account for the periods of time January 3, 2019 to June 3, 2019. The DC Water and Sewer Authority (DC Water) investigated the charges and determined that the charges were valid based upon actual meter readings and no basis existed to adjust the customer's account. The customer appealed DC Water's decision and requested an administrative hearing.

This matter was scheduled for hearing on July 31, 2019. Present for hearing were David Brown with his maintenance man, Gilbert Graham, as his witness, and Kimberly Arrington, Supervisor, Customer Support, on behalf of DC Water.

The property involved is a nine (9) unit apartment building comprised of eight (8) one-bedroom units and one efficiency unit. Each unit has one kitchen and one bathroom. The building has one outside faucet which the customer stated cannot be turn-on. The building is monitored by a single water meter. Mr. Brown stated that he purchased the building in the late '70's or early '80's. He stated that the water and sewer bill for the building, generally, has been for about 40 CCF at a cost of Seven Hundred Dollars (\$700.00 per billing cycle).

Mr. Brown testified that the building had a water leak in January or February 2019. He stated that a pipe burst in the storage room. He explained that the building has two (2) storage rooms- one for utilities/electrical box and second one a smaller room used for storage. Mr. Brown testified that his plumber did not have to tear into a wall to access the leaking pipe.

The customer pointed out that he sent to DC Water his plumber's report which described the plumbing issue and its repair. He stated that the report was by Roto-Tooter and is dated 1/23/19.

Mr. Brown asserted that he thought that DC Water would have settled the pipe leak issue with him because, on another property with a similar issue, the utility granted to him a credit on the account.

Mr. Brown stated that he has a second dispute regarding charges to his account because he believes that his water meter was faulty.

Mr. Brown testified that the building had no leaks, however, he observed the water meter needle jump. He described the meter needle jump as being about a quarter (1/4) of an inch. Mr. Brown testified that he watched the water meter for five (5) or six (6) minutes when he saw the needle move. He asserted that he does not believe that such a significant amount of water was used in seconds.

Mr. Brown asserted that DC Water moved the water meter before he was able to get a plumber out to inspect the water meter after he saw the needle jump. Mr. Brown contended that he disputes all subsequent charges to his account and that the water meter was moved either the last of June or the 1st of July 2019. Ms. Arrington interjected that DC Water removed the water meter for testing on July 8, 2019.

Mr. Brown testified that Gilbert Graham has been his maintenance person for the building for ten (10) or twelve (12) years.

Mr. Graham testified the pipe that burst was attached to the apartment building and that it was a supply pipe running underground and going into the building. Mr. Graham stated that a DC Water service technician turned something at the water meter and, when he did so, the ground shook. Mr. Graham said that the technician told him that he would be back and the technician did return to the property accompanied by a second technician. Mr. Graham testified that the technician told him that the property owner had to buy a water meter but that he was lending them a temporary meter. Mr. Graham asserted that he noticed that the temporary meter was gone from the property around January 2019. He stated that, then, sometime this month of July 2019, the water meter was gone.

Mr. Graham testified that he believes that the service technician, who was at the property and caused the ground to shake, burst the water pipe. Mr. Graham testified that the service technician told him "this thing burst".

Mr. Graham, further, testified that DC Water dug-up and fixed the water system at the property with a temporary meter and the dial on the temporary meter kept spinning/moving. He stated that he checked the building and found no leaks.

Mr. Graham testified that since July 8, 2019, there has been no water meter at the property.

Mr. Brown stated that sometime early this year or late last year, DC Water increased the water pressure in the area due to the existence of a new water tower on the St. Elizabeth Hospital campus.

Mr. Brown contended that DC Water should have contacted him if high water usage was occurring at the building but no alerts or notifications were sent to him.

Mr. Brown asserted that with respect to the pipe leak, DC Water charged him for sewer service for water which did not go into the sewer. He asserted that water lost due to the busted pipe went into the ground and not thru the sewer.

Mr. Graham stated that he checks the building, every day, for leaks. He stated that he listens for running water and looks at the water meter. He asserted that the water meter should not continuously run/move unless there is a leak at the property.

Ms. Arrington asserted that the meter reads from the property were accurate and that the utility based the customer's bill on the meter reads.

Ms. Arrington stated that the customer was told by DC Water to get a plumber because usage at the property had not declined. Ms. Arrington pointed to the investigative report dated 6/14/2019 by DC Water and noted that it was sent to the customer instructing the customer that usage had not declined and to contact a DC licensed plumber to inspect the property to determine additional causes for the increased usage and/or the disputed charges. Ms. Arrington stated that the 6/14/19 investigative report pertained to the period 5/2/19 to 6/3/19. Ms. Arrington, further, pointed out that the customer received an investigative report dated 5/15/19 for the period 3/2/19 to 4/1/19 wherein the utility requested him to provide more information regarding the pipe leak- to submit a certified Plumber's Report within 15 days from the date of the report and that the report was to contain details of the repair, the plumber's license number, date of repair and an invoice of actual work performed. Ms. Arrington pointed out that the plumber's report submitted to the utility by the customer was dated 1/23/19 whereas the period of dispute was 3/2/19 to 4/1/19 per the investigation report of 5/15/19. Ms. Arrington asserted that the submitted plumber's report did not pertain to the disputed period of the investigation.

Ms. Arrington stated that the water meter pulled by DC Water was installed at the property on November 20, 2016.

Ms. Arrington asserted that DC Water only gives temporary water meters to construction sites. She stated that the only service order, found in the Maximo system, pertaining to the customer's property was for removing the water meter on July 8, 2019.

Ms. Arrington stated that, on December 9, 2016, there was a water crew in the area to address an issue of a valve in the water meter pit.

With respect to removal of the water meter for testing, Ms. Arrington stated that the customer, currently, does not have a water meter and is on a straight connection because the water meter has not been re-installed.

Mr. Brown asserted that he believes and supports Mr. Graham's testimony that a water service technician told him that "Brown" had to buy a water meter. Mr. Brown stated that Graham relayed the conversation to him but he did not follow-up upon what Graham had been

told because he knew that it was not the water company's policy that property owners had to buy water meters.

Ms. Arrington stated that based upon the information in the utility's system, she has no information that someone from DC Water was at the property or that any temporary water meter was placed at the property. Mr. Graham countered that the man with whom he spoke and who he saw at the property had on a DC Water uniform and he saw a DC Water truck.

Ms. Arrington testified that the water meter was tested on July 16, 2019 and determined to have 101.10% accuracy.

Ms. Arrington stated that DC Water did not send the customer as alert that high water usage was occurring at the property because the standard set for an alert was 6x normal usage, so even though usage was high, usage was not great enough to trigger an alert. Ms. Arrington stated that usage would have had to reach 200 CCF before an alert would have been triggered in this case.

Mr. Brown asserted that he received written notice of the water pressure project for the S.E. section of the City; he asserted that he, as a customer, had been told to install a pressure reducing valve at his property. Mr. Brown testified that he installed the pressure reducing valve on the owner's side of the water meter which meant that high pressure was going into the water meter.

When asked why the Meter Read Log reflected the notation "meter error", Ms. Arrington responded that such a notation generally means a severed wire. She acknowledged that the meter error notation appears on the customer's meter read log starting 6/28/19 and the notation corresponds with the date that the utility removed the water meter from the property.

Ms. Arrington pointed out that the meter reads from the property show constant usage. She stated that she could not identify when high usage began or ended (the spike period) and that she could only say that usage was high for the entire billing period.

Ms. Graham stated that he had seen DC Water employees by the park after the "pipe busting" incident.

Ms. Arrington suggested to Mr. Brown that he hire a plumber to check the property. She added that all she can see in the system for St. Elizabeth's was a B Pan inspection and she stated that she does not know what a B Plan inspection is/was. She stated that the St. Elizabeth's address where she saw the service was 1100 Alabama Ave. SE.

Mr. Brown complained that Ms. Arrington does not know what is going at the property and that he must prove to DC Water that nothing is going on at the property. Ms. Arrington stated that the meter reads are actual and DC Water bills based upon what is in the system. She stated that she has no theory as to what caused increased water consumption at the property. In response, Mr. Brown asserted that there is no way that the building used the amount of water billed to the account and he knows that something is in error. Mr. Brown stated that he knows

that there were no leaks at the building since January 2019 after the pipe burst. Ms. Arrington restated that the reads are actual and accurate. Mr. Brown stated that he does not believe the reads because he saw the needle jumping around on the water meter and he knows that the water meter is faulty. Mr. Graham asserted that DC Water should not return the original water meter to the property but, instead, the utility should install a new water meter. Mr. Brown stated that he prefers that the utility set a new meter 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 nine (9) unit apartment building owned by David Brown. (Testimony of David Brown)
2. The periods in dispute at 1/3/19 to 6/3/19. (Testimony of the parties)
3. On January 23, 2019, the customer had Roto-Rooter repair a burst pipe at the property; the plumber noted that the pipe burst was due to the weather. (Roto-Rooter Invoice dated 1/23/19)
4. DC Water requested that the customer provide additional information relating to the pipe burst, to include to details of the repair, the plumber's license number, date of repair and an invoice of actual work performed. (DC Water Investigative Report dated 5/15/19)
5. The customer did not supplement his submission to the utility regarding the pipe burst, however, what was submitted was an invoice actual work performed and it did contain the date of service, plumber's license number; the submission did not provide details of the repair. (Roto-Rooter Invoice dated 1/23/19)
6. The customer testified that the burst pipe was in the storage room of the apartment building and that the plumber did not have to do any excavation at the property to get to the pipe for repair. (Testimony of David Brown)
7. Mr. Graham, the customer's maintenance man, testified that the burst pipe was an underground pipe leading into the apartment building. (Testimony of Gilbert Graham)
8. The customer testified that he observed the needle jump on the water meter. (Testimony of David Brown)
9. DC Water removed and tested the water meter and the meter was determined to have 101.10% accuracy which is within accepted standards for water meter accuracy was established by the American Water Works Association. (Testimony of Kimberly Arrington; DC Water meter test results)
10. DC Water has hourly meter reads from the property and the meter reads show constant hourly water usage occurring at the property throughout the periods in dispute. (Testimony of Kimberly Arrington; DC Water meter read log)
11. The customer and his maintenance man deny knowledge or information regarding any leaks or plumbing issues at the property other than the pipe burst that was repaired in January 2019. (Testimony of David Brown and Gilbert Graham)

CONCLUSIONS OF LAW

1. The burden of proof is on the customer to show, by a preponderance of evidence, that the decision of DC Water is incorrect. (21 DCMR 420.7 and 420.8)
2. DC Water is obligated to investigate a challenge to a bill by doing any or all of the following:
 - (a) Verify the computations made in the formulation of the water and sewer charges;
 - (b) Verify the meter reading for possible meter overread or doubtful registration;
 - (c) If feasible, check the premises for leaking fixtures, underground invisible leaks, and house-side connection leaks;
 - (d) Check the meter for malfunction;
 - (e) Check the water-cooled air conditioning system, if any, for malfunction; and
 - (f) Make a reasonable investigation of any facts asserted by the owner or occupant which are material to the determination of a correct bill.
See, 21 DCMR 403.
3. The 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)
4. 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. 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 premises for up to three (3) previous comparable periods for which records are available.....The General Manager may, at his discretion, adjust up to 100% of the excess sewer charges resulting from an underground leak if it is determined that the excess water usage did not enter the wastewater system. (See, 21 DCMR 407.5)
5. D.C. Municipal Regulations relating to water and sanitation bar adjustment of a customer's bill if excessive water consumption is the result of a leaking faucet, household fixtures, and similar leaks or the malfunctioning water-cooled air conditioning equipment. (21 DCMR 406)
6. D.C. Municipal Regulations bar adjustment of a customer's bill when all checks and tests provide no reasonable explanation for excessive water consumption. (See 21 DCMR 408 which states: "In cases in which all checks and tests result in inconclusive findings that provide no reasonable explanation for excessive consumption, no adjustment shall be

made to the bill for any portion of the excessive consumption, except as may be approved by the General Manager, based upon a demonstration by the owner or occupant that such an adjustment will further a significant public interest.”)

DECISION

The customer in this matter argued three (3) basis upon which he asserted that his charges for water and sewer service were wrong and his account should be adjusted. First, the customer contended that he had a burst pipe and DC Water should have adjusted his account based upon the repair of the pipe. Second, the customer contended that he should not have been charged for sewer service upon the increased water usage at the property when the pipe burst because the water did not go into the sewer system but was absorbed into the ground. Third, the customer contended that the water meter at the property was faulty.

The customer failed to establish, per any of his above contentions, that more likely than not the bills in dispute are wrong or for some other reason, he should not be responsible for payment of the water and sewer charges. As a general rule, a property owner is responsible for what occurs on her 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.

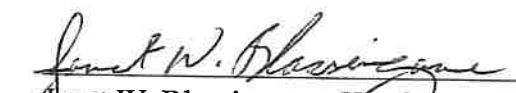
The customer did submit a plumber's report to the utility, however the report failed to give any details as to the location of the pipe and what was done to repair the pipe. DC Water requested additional details regarding the pipe repair and the customer did not supplement the submission. Pursuant to the Municipal Regulations, if the burst pipe had been underground or not apparent to visual inspection, the customer may have been granted an adjustment to his account for the excess water caused by the pipe busting. Based upon the invoice submitted by the customer, a determination can not be made that the pipe problem qualified for consideration of an adjustment of the customer's account. Likewise, even testimony given at the hearing by the customer and his maintenance man failed to provide sufficient facts or, even, non-conflicting testimony as to where the pipe was located. The property owner testified that the pipe leak was in a storage room. The maintenance man testified that the pipe was underground leading into the apartment building. Moreover, the customer testified that the plumber did not have to do any excavation to work on the pipe and such testimony contradicts any idea or inference from the maintenance man's testimony that the leak was underground or not apparent to visual inspection. Likewise, since the location of the faulty pipe was not established, no determination can be made as to whether the customer is or should have been considered for an adjustment of his account because water lost due to the faulty pipe did not go into the sewage system.

The customer's maintenance person testified that he believed that a DC Water service technician caused the pipe to burst and that he was told that the property owner had to buy a water meter for the property but that a temporary water meter was being placed at the property due to the pipe busting. The property owner acknowledged that he knows that it is not DC Water policy to have an owner buy a water meter. Ms. Arrington testified that there is no record of a DC Water crew being at the property during the periods in dispute. Ms. Arrington, further, testified that the water meter which was at the property was placed on November 20, 2016 and was removed on July 8, 2019. Finally, the meter readings from the property reflect the same meter number for the water meter. The Hearing Officer notes that meter reads from the property stopped as of June 28, 2019, whereas Ms. Arrington testified that the water meter was not pulled until July 8, 2019. Ms. Arrington testified that the customer has been on a straight line, meaning he has not been charged for water usage, since the meter was removed from the property for testing. Further review of the record shows that the meter test was performed on July 8, 2019 which implies that the meter was, most likely pulled for testing, at an earlier date- probably June 28, 2019 when the meter read transmissions stopped at the property. Notwithstanding confusion as to when the water meter was removed for testing, there is nothing to show meter read error, the existence of a temporary water meter ever being placed at the property, or, that the water meter was faulty.

DC Water conducted its investigations of the customer's disputes and it tested the water meter from the property and the meter was determined to be functioning adequately. The utility, also, had hourly meter reads from the property and the meter reads reflected on-going constant water usage occurring at the property after the repair of the burst pipe. DC Water advised the customer that high water usage is on-going at the building and suggested that a plumber be hired to determine additional causes for the increased usage.

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.

Based upon the record from the hearing, the determination of DC Water that the charges are valid and no basis exists to adjust the customer's account is correct and, as such, the determination is hereby AFFIRMED.


Janet W. Blessingame, Hearing Officer
Date: Sept. 5, 2019

Copies to:

David Brown
1504 Portal Drive, NW
Washington, DC 20012

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

IN RE: [REDACTED]
[REDACTED] 3rd Street, NW
Washington, DC 20011

Account No: [REDACTED]
Case No: 19-290501

Amount in Dispute - \$ 977.28

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

The customer contested water and sewer bills for the above account for the periods of time November 20, 2018 to January 17, 2019. The DC Water and Sewer Authority (DC Water) investigated the charges and determined that the charges were valid as billed based upon actual meter readings and no basis existed to adjust the customer's account. The customer appealed DC Water's decision and requested an administrative hearing.

This matter was scheduled for hearing on July 31, 2019. Present for hearing were [REDACTED] and Kimberly Arrington, Supervisor, Customer Support, DC Water on behalf of DC Water.

The property involved is a single-family residence owned by [REDACTED]. The house has two (2) full bathrooms, two (2) half bathrooms, one kitchen, a dishwasher, a washing machine and two (2) outside faucets. Ms. [REDACTED] has owned the house since year 1994 and currently lives alone.

Ms. [REDACTED] complains that she was billed for 74.09 CCF of water in January 2019. She pointed out that prior usage was considerably lower and stated that in January 2018 she was billed for 13.5 CCF, in October 2018 she was billed for 9.54 CCF and in November 2018 she was billed for 11 CCF. The customer further complained that DC Water failed to send her an alert (robo call) in January 2019 that high water usage was occurring at her property. Ms. [REDACTED] testified that she could understand an increase in water usage occurring at her home in September 2018 because, both, her son and daughter were living at home. Ms. [REDACTED] testified that, during the period in dispute and the period that high water usage was allegedly occurring in her home, she was the only resident in the home.

Ms. [REDACTED] prepared a statement which she asked to read into the record. Her request was granted and she read her prepared statement. In summary, Ms. [REDACTED] stated that she believed that the bill was due to mechanical error. She stated that when she has resided in the home alone, her water and sewer bill has been under Hundred Dollars (\$100.00) per billing cycle. She asserted that she had a friend look at the water meter in January 2019 and the meter was found to be filled with water. Her friend siphoned the water off of the water meter and the meter dial read all zeros. She read that her friend, also, looked at the plumbing within the house but that her neighbor has a sump pump which flows out to the sidewalk and run-off from the

sump pump freezes in the winter time. Ms. [REDACTED] stated that a pipe sends water from the sump pump onto the sidewalk.

Ms. [REDACTED] presented into evidence four (4) pictures of water run-off from her neighbor's sump pump. She, added, that water also drains from a dehumidifier.

Ms. [REDACTED] testified that Mr. Mark Tinsley, a DC Water service technician, conducted an audit of her home on February 14, 2019 and found no leaks. She testified that Mr. Tinsley saw a meter read of 015657959 and told her that she should call DC Water and tell the utility that the water meter should not start with a zero "0" and that she should ask why she was billed for fifty-nine (59) days.

Ms. [REDACTED] stated that she has written to her Ward 4 councilman- Brandon Todd about her billing issue with DC Water and, only, after contacting the councilman did DC Water inform her about the bill dispute appeal process.

Ms. [REDACTED] testified that the service technician told her that he was putting in the service report that he found the meter defective. Ms. [REDACTED] testified that despite his statement to her, the service technician did not note in the report that the meter was defective.

Ms. [REDACTED] stated that the next bill received by her from DC Water, after the disputed period, was in the amount of \$139.00.

Ms. [REDACTED] complained that someone from DC Water threatened to turn her water off if she did not enter into an installment plan with the utility.

Ms. [REDACTED] pointed out that her bill for March 2019 was for Fifty-five Dollars (\$55.00), her bill for April 2019 was for Fifty-five Dollars (\$55.00) and her bill for June 2019 was for Sixty Dollars (\$60.00). She stated that the bill due August 16, 2019 is for Nineteen Dollars (\$19.00).

Ms. [REDACTED] testified that she has performed no plumbing repairs at her house. She stated that she has told her daughter not to waste water by unnecessarily running water in the house.

Ms. [REDACTED] concluded that she feels that there is no way that she used the amount of water charged to her account.

Ms. Arrington stated that the customer's meter readings are actual and accurate. Ms. Arrington pointed out that the customer has at her property a MTU device that transmits reads from the water meter.

Ms. Arrington testified that DC Water sent the customer HUNA alerts that high water usage was occurring at the property on 12/6/18, 12/10/18, 12/12/18 and 12/29/18. Ms. [REDACTED] stated that rather than using her home telephone to send the usage alerts, she would prefer that DC Water send alerts to her using her cell phone number.

Ms. Arrington confirmed that the utility conducted an audit of the property on February 14, 2019 and no leaks were found. She, further, presented the results of the testing of the water meter from the property. Ms. Arrington testified that the water meter was determined to 99.10% accuracy. She stated that DC Water pulled the water meter for testing on June 27, 2019 and that the meter test was performed on July 16, 2019. Ms. Arrington stated that meter accuracy standards have been established by the American Water Works Association and a water meter is accurate if it registers between 98.5% and 101.5%.

Ms. [REDACTED] interjected that the problem that is the basis her dispute occurred in January 2019 but the utility did not conduct a test of the water meter until July 2019. Ms. Arrington responded that once a water meter malfunctions, the water meter cannot correct itself and start functioning properly. Ms. [REDACTED] asserted that on January 31, 2019, the meter read all zeros. Ms. Arrington retorted that the meter read log shows the reads from the water meter and the meter reads on January 31, 2019 were not all zeros. Referring to the meter read log, Ms. Arrington testified that high water usage spikes occurred at the property: 12/5/18 to 12/13/18; 12/16/18 to 12/17/18; 12/19/18; and, 12/23/18.

Ms. Arrington asserted that water usage was controlled within the premise. She contended that even though the customer was billed for a period of 59 days, she received alerts from the utility as to what was occurring at her home.

The Hearing Officer observed and pointed out to the parties that the picture of the water meter in the file taken on February 14, 2019, the date of the audit of the property, reflects a meter read which corresponds with the meter read from the property on the meter read log.

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 [REDACTED]. (Testimony of [REDACTED])
2. The period in dispute is 11/20/18 to 1/17/19. (Testimony of the parties)
High water usage occurred at the property: 12/5/18 to 12/13/18; 12/16/18 to 12/17/18; 12/19/18; and, 12/23/18. (Testimony of Kimberly Arrington; DC Water Meter Read Log)
3. DC Water telephoned the customer providing HUNA alerts of the occurrence of high-water usage at the property on 12/6/18; 12/10/18; 12/12/18; and 12/29/18. (Testimony of Kimberly Arrington)
4. DC Water has hourly meter reads transmitted from the property. (Testimony of Kimberly Arrington; DC Water Meter Read Log)
5. A photograph of the water meter at the property reflects meter dial reading corresponding with the meter read transmitted from the property on the day of the picture which was on the day that an audit by DC Water was conducted at the property. (Picture of water meter attached to the customer's Hearing Petition; DC Water Meter Read Log entry dated February 14, 2019)

6. DC Water conducted an audit of the property on February 14, 2019 and no leaks were found. (Testimony of the parties)
7. DC Water ruled out the existence of an underground leak as a possible cause of increased water usage at the property because usage declined. (DC Water Investigative Report dated 5/8/19)
8. Water usage at the property declined the next billing cycle and remains within normal range. (Testimony of [REDACTED])
9. The customer was unaware of any leaks or plumbing issues at her property and she made no repairs. (Testimony of [REDACTED])
10. The customer had a friend inspect the property and the friend detected no leaks or plumbing issues but noted that the water meter pit was filled with water and after siphoning water from the meter pit, observed that the water meter read all zeros. (Testimony of [REDACTED])
11. The Meter Read Log reflecting meter reads from the property does not show an read from the water meter of all zeros during the period in dispute or any time thereafter through 2/16/2019. (DC Water Meter Read Log)
12. DC Water pulled and had the water meter tested and the water meter was determined to have 99.10% accuracy. (Testimony of Kimberly Arrington; DC Water Meter Test Results)

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. Meter shall be read quarterly or at such other times as the General Manager shall determine. (See, 21 DCMR 308.1)
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 in this matter failed to show that more likely than not the bill being contested was wrong or for some other reason, she should not be held responsible for payment.

The customer contended that her water and sewer bill was wrong for a number of possible reasons: run-off of water from a neighbors sump pump; malfunction of the water meter based upon her friend seeing all zeros on the meter dial; and, because she, as the sole occupant of the house, could not have possibly used the amount of water charged to her, especially based upon her historical usage.

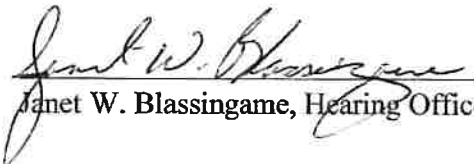
No evidence was presented of any correlation between the sump pump run-off and the functioning of the customer's water meter. At most, the customer testified that water filled the water meter pit. The utility, however, had meter reads from the property covering not only the period in dispute but for a period extending beyond the disputed period and the meter reads are progressive and do not reflect a meter read of zero. DC Water presented meter test results reflecting that the water meter pulled from the property had 99.10% accuracy which is within the accepted standard for water meter accuracy. DC Water, also, presented evidence that it conducted an audit of the house and the service technician found no leaks. (It is noted that the audit took place after the usage at the property declined so it stands to reason that a leak would not be detected.) The utility, further, ruled out the existence of an underground leak as a possible cause of increased water usage at the property.

The customer inferred that the length of the billing cycle being disputed caused her harm. Pursuant to the applicable Municipal Regulations, DC Water must read the water meter of its customer at least on a quarterly basis. (See, 21 DCMR 308.1) In this case, the customer received a billing statement from the utility well within the time that the utility was required to read the meter and bill the customer. As such, DC Water was not negligent in billing or obtaining a reading of the water meter. The customer asserted that she did not receive any alerts of high-water usage occurring at the property. The evidence and testimony from the utility established its attempt to notify the customer of the occurrence of high-water usage at the property through its HUNA alert system using phone calls to the customer on four (4) dates during the period in dispute. As such, not only did the utility timely bill the customer but it attempted to notify the customer of the high-water usage that occurred at her property.

DC Water, further, was able to pinpoint the dates of increased water consumption at the property based upon the transmitted meter reads from the property. As noted above, the utility has meter reads from the property and a meter picture corresponds of a physical read of the meter taken on the day of the property audit corresponds with the meter reads transmitted and recorded in the utility's log of meter reads from the property.

The preponderance of the evidence weighs in favor of the utility having properly billed the customer. DC Water, through its representative, asserted that the usage was controlled at the property. While the utility could not say what caused the spikes in water usage, it was able to present convincing and definitive evidence of what did not cause increased water usage at the customer's property- not a defective water meter; not an underground leak; not an improper read of the water meter. 21 DCMR 408 bars DC Water from adjusting a customer's account when tests and checks do not determine the cause of excessive water loss or consumption at a property. Here, the evidence clearly established that high water usage occurred at the property even though the cause remains unclear.

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


Janet W. Blassingame, Hearing Officer
Date: Sept 5, 2019

Copies to:

Ms. [REDACTED]
[REDACTED] 3rd Street, NW
Washington, DC 20011

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

IN RE: [REDACTED]
[REDACTED] Banneker Drive NE
Washington, DC 20018

Account No: [REDACTED]
Case No: 19-410603

Amount in Dispute - \$ 2,284.32

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

MEMORANDUM OF SETTLEMENT AND ORDER OF DISMISSAL

The customer contested a water and sewer bill for the above account for the period of time December 29, 2018 to January 29, 2018. The DC Water and Sewer Authority (DC Water) declared that the dispute was untimely. The customer appealed DC Water's decision and requested an administrative hearing. Despite its untimeliness determination, DC Water scheduled this matter for an administrative hearing, did not raise untimeliness as a defense to the merits of the dispute and investigated the dispute in preparation for the hearing.

This matter was scheduled for hearing on July 31, 2019. Present for hearing were [REDACTED] accompanied by her daughter, [REDACTED], and her son-in-law, [REDACTED]. The DC Water was represented by Kimberly Arrington, Supervisor, Customer Support, DC Water.

The property involved is a condominium townhouse owned jointly by [REDACTED] and [REDACTED]. Ms. [REDACTED] resides alone in the home. The property has two and one-half (2 1/2) bathrooms, one kitchen, a washing machine, a dishwasher. The water and sewer bill generally ranged between Forty Dollars (\$40.00) and Seventy Dollars (\$70.00). [REDACTED] asserted that she had never received a bill exceeding One Hundred Dollars (\$100.00) throughout the entire ownership of the property which began in year 1986. Ms. [REDACTED] stated that she has lived alone since year 1995 and that she has never used the dishwasher in the home.

Ms. [REDACTED] testified that there were no known leaks within the home. She stated that there were no outside faucets at the property, explaining that the unit sits, piggyback style, above a unit below. Ms. [REDACTED] testified that the unit below her unit- #3206- became vacant and during the period in dispute, she observed water flowing out of the unit. She testified that she understood that the water came from an overflow in the bathroom. She testified that DC Water was notified by the property management of the problem and the utility came out and turned the water to the unit off. Ms. [REDACTED] testified that a DC Water service technician, on the day of the overflow problem in the unit below, inspected her unit for leaks and nothing was found leaking in her home.

[REDACTED] asserted that, for the amount of water alleged to have been used in her mother's home, something had to have broken. She testified that she checked the unit for

leaks and saw no plumbing defects. She, further, stated that her mother never used one of the bathrooms in the home and that the water valve was turned-off.

██████████ reiterated that she did not see or hear any water running within her home. She testified that her bill for March 2019 was in the amount of Two Hundred Thirteen Dollars and thirteen cents (\$213.13) for a period of thirty (30) days and that her bill for April 2019 was in the amount of Forty-nine Dollars and forty-two cents (\$49.42) for a period of twenty-seven (27) days.


When asked what DC Water's position was in reference to the customer's dispute, Ms. Arrington stated that DC Water was no longer challenging the dispute. Ms. Arrington stated that the water meter, removed from the property for testing, had failed. She stated that the water meter was determined to have had 98.08 % accuracy which is below the accepted standard for water meter accuracy as established by the American Water Works Association.

Ms. Arrington stated that DC Water will adjust the customer's account for excess water usage for the period of December 29, 2018 to February 28, 2019.

Ms. ████████ her daughter and son-in-law expressed their satisfaction with the utility's agreement to adjust the account.

All parties agreed that, based upon the utility's pronouncement that it would adjust the account, this matter was resolved.

Accordingly, this matter is hereby declared resolved and dismissed.


Janet W. Blassingame, Hearing Officer
Date: Sept. 5, 2019

Copy to:

Ms. ██████████
██████████ Banneker Drive, NE
Washington, DC 20018