

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

IN RE: [REDACTED]  
[REDACTED] Manor Place NW  
Washington, DC 20010

Account No: [REDACTED]  
Case No: 19-469901

Periods and Amounts in Dispute:

4/12/19 – 5/13/19 = \$1,881.68

8/14/18 – 9/13/19 = \$17,866.41

Before Janet W. Blassingame, Hearing Officer  
September 24, 2019 at 1:00 p.m.

The customer contested water and sewer bills for the above account for the period of time August 14, 2018 to September 13, 2019, asserting that DC Water caused a water leak at his property. The DC Water and Sewer Authority (DC Water) investigated the charges for a period limited to April 12, 2019 to May 13, 2019, and found the existence of an underground leak. DC Water determined that the underground leak was not on the public side of the water meter and that the customer was responsible for repair of the leak. Customer demands that DC Water take action to repair the water leak and adjust the customer's account based upon historical usage. The customer requested an administrative hearing.

This matter was scheduled for hearing on September 24, 2019. Present for hearing were [REDACTED] accompanied by: his sister, [REDACTED]; his father, [REDACTED]; his sister, [REDACTED]; and, his brother, [REDACTED]. Kimberly Arrington, Supervisor, Customer Support, was present on behalf of DC Water. Renard Blanchard, General Foreman, Water Services, DC Water, and, Kevin D. Jhingory, Sewer Services, General Foreman, DC Water, were, also, present as witnesses for DC Water.

The property involved is a semi-detached house having one and one-half (1 ½) bathrooms, one kitchen, radiators, a washing machine, a utility sink, and one outside faucet. The house is occupied by [REDACTED] and [REDACTED] and the water and sewer bill had been approximately One Hundred Dollars (\$100.00) per billing period prior to August 2018.

[REDACTED] testified that DC Water performed work at the house after the customer's plumber was at the property in June 2018 for a sewage back-up. Ms. [REDACTED] stated that the plumber saw something else at the property and DC Water came out to address the problem. She stated that DC Water started its work at the residence on July 10, 2018. Ms. [REDACTED] presented several photographs showing what was done at the property at various stages of the work. The photographs were:

- Exhibit 1- front yard; DC Water cut down a tree in the yard and removed the customer's fence;
- Exhibit 2- workers digging in yard;
- Exhibit 3- the start of initial digging in yard;
- Exhibit 4- another view of the initial digging in yard;

Exhibit 5- shows workers in hole dug in yard; and  
Exhibit 6- dirt excavated from hole dug in yard.

Ms. [REDACTED] testified that when DC Water completed its work in the front yard of the property, the workers put the soil back. She stated that, as of December 2018, the lawn, where the work was performed, has been sinking and one can see where the excavation was. She testified that starting in June 2019, water can be seen accumulated on the lawn where the excavation was done.

Ms. [REDACTED] stated that water usage at the residence historically was about 4 CCF per billing cycle, but, in August 2018 usage at the property had doubled to 8 CCF and in September 2018 usage was 46.61 CCF. Ms. [REDACTED] asserted that occupancy in the house did not change but by December 2018, water usage was reported to be 170.3 CCF and as of July 2019, reported water usage at the property was 462.97 CCF.

[REDACTED] stated that, DC Water came out to the property on June 24, 2019 and moved the water meter from within the yard to the sidewalk.

Ms. [REDACTED] presented another photograph which was labeled Exhibit 7 and she stated that the photograph shows the condition of yard.

Ms. [REDACTED] stated that her father was given a Customer Compliance Notice dated 6/7/2019. [REDACTED] testified that five (5) people from DC Water came out to his house and told him that the problem was not the government's problem. Ms. [REDACTED] testified that they hired Roto Rooter and the plumber, on May 17, 2019, diagnosed the existence on an underground broken pipe between the city and house. [REDACTED] stated that he called DC Water in December 2018 and again in January 2019. [REDACTED] testified that she called the utility regarding the conditions in the yard in July 2019. [REDACTED] stated that DC Water turned off water service to the residence at the end of April 2019 and told him that he had to pay Three Thousand Five Hundred Dollars (\$3,500.00) in order to have service restored to the house. [REDACTED] stated that when he called DC Water the representative suggested that the increased water usage might be due to a toilet. He stated that a representative saw that the water meter was running. [REDACTED] asked for an investigation to be conducted by DC Water and he stated that the utility agreed to conduct an investigation. [REDACTED] presented an email chain of conversation with Rosie Taylor, Collection Supervisor, DC Water. The customer stated that a DC Water representative came out to the property on March 14, 2019 and conducted an underground inspection and told him that the water leak detected was not the customer's fault.

The [REDACTED] family complains that DC Water has not offered to fix the leak.

[REDACTED] asserted that water usage at the house increased after DC Water was working at the property as of July 10, 2018.

Ms. Arrington asserted that the customer's request for relief was untimely because he failed to call the utility every month to assert a dispute of the current charges for service. She presented the customer contact log and asserted that the customer's dispute for the period

10/13/2018 to 12/13/2018 was untimely regarding the charge for 170.30 CCF of water. The Hearing Officer pointed out to the parties that, based upon the DC Water customer contact log presented into evidence by Ms. Arrington, the customer called DC Water on 11/13/2018, 12/17/2018 and 1/30/2019 regarding his bill and water usage.

Ms. Arrington testified that DC Water did not conduct an interior inspection of the customer's property because the customer told a service representative that he did not have interior leaks. Ms. Arrington stated that the underground inspection was thru the Emergency Command Center of DC Water, as opposed to being scheduled thru Customer Service.

Kevin Jhingory testified that, on July 10, 2018, DC Water responded to the property upon notification that a sewage problem existed at the home. He explained that the running trap was the problem and he elaborated that the running trap was a U-shaped pipe to keep sewage gasses down. He stated that the pipe was now put in straight. He indicated that the customer's photo identified at K-1 shows the lead water line. He also stated that the customer's water meter was, originally, in the front yard but DC Water relocated the water meter to the tree box.

Mr. [REDACTED] interjected that he does not know when the water meter was moved.

Mr. Blanchard stated that the customer's water line was changed from lead pipe to copper pipe in year 2009. He testified that he believes that the leak is right behind the cut-off which is pass the DC line. He stated that he wanted to verify when the service was replaced.

Mr. Jhingory stated that the pipe reflected in the customer's photo identified as K-7 is a clean-up pipe. He stated that DC Water tries to put back what is moved due to its repair work at a customer's property. He went on to explain that the customer has cast iron pipe at grade level with cast iron trap. He stated that DC Water removed and replaced the pipe with pvc pipe. He stated that the utility used rubber couplings and encased in concrete. He asserted that the leak is behind the curb cock box and that there is isolated water at the curb cock.

[REDACTED] interjected that DC Water, through Mr. Jhingory, acknowledges there is a leak at the property.

Mr. Jhingory testified that whenever a water service line is exposed, it's 50-50 whose fault it may be when a leak occurs. He stated that its DC Water vs. Nature. He stated that once earth is moved exposing the water line and there is no support for the pipe, a leak may occur. He testified that once the service line is exposed, even though the earth is put back and compacted down, the utility cannot get the earth back completely. He stated that DC Water routinely will come back to the work site and add more dirt. Mr. Jhingory testified that DC Water may have contributed to the joint leak. He stated that he was looking for more information and was trying to rectify the situation at the property.

Mr. Blanchard testified that copper has some play in it when earth is removed. He stated that the problem is ran into quite a bit. He stated that when the house was built, the service line was put in so DC Water put in a curb cock, but the line is leaking pass where the utility is responsible for the line.

██████████ interjected that water usage at the property doubled the next month after DC Water performed work.

Ms. Arrington stated that the AMR readings started 6/21/18 and that the leak started 8/2/18. She testified that DC Water was at the property performing repairs on 7/10/18 and that the work was completed on the same day. Ms. Arrington stated that DC Water will give 50% off water usage when a customer has repaired an underground and that the utility will consider adjusting the account 100% for sewer service.

Ms. Arrington testified that the high-water usage at the property has continued. She also stated that the utility estimated that customer's water usage for August and September 2019 but had meter reads.

Mr. Blanchard asserted that DC Water would come out to the property to inspect the condition of the yard. He stated that generally a customer will call the utility approximately 45 – 60 days after excavation work has been performed at a property because the ground will sink.

The customer showed a video during the hearing where one can see water bubbling at the cc box at the property.

Mr. Blanchard recommended to the customer that he sign-up for lead pipe replacement.

██████████ asserted that in no way did the customer touch or caused the leak in the service line. She argued that her father and brother did due negligence to address that problem and based upon the proximity in time of the repair performed by DC Water and the occurrence of the service line leak that DC Water should repair the leak because the utility caused it to occur.

Ms. Arrington stated that she would supply to the Hearing Officer post-hearing the record regarding lead pipe replacement at the property.

Ms. Arrington did supply documentation of DC Water replacing the lead service pipe on the public space (i.e. from the water main to the property line) on 02/19/08. The documents indicated that no work was performed on the private side (i.e., from the property line to the premise).

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 home occupied by ██████████ and his father, ██████████.
2. The customer contacted DC Water on 1/30/2019 regarding a high-water bill received on 12/17/18. The customer advised the service representative that he had had the property checked for leaks and the plumber found no leaks. The customer's account was in arrears

and he entered a payment plan for the total amount of \$953.42. DC Water noted that the customer was disputing charges for 1/30/19 – 3/1/2019. (DC Water customer contact log entries dated 11/13/18 and 1/30/2019)

3. DC Water noted in its customer contact log that the customer's dispute of charges for the period 10/13/18 - 12/13/18 was untimely for a bill dated 12/17/18 reflecting 170.30 CCF and billing in the amount of \$2,171,69. (DC Water customer contact log submission page 5, Note dated 1/30/19)
4. At hearing, the parties agreed that the period of dispute was 8/14/18 to 9/13/19 and that high-water usage continues occurring at the property as of the date of the hearing. (Testimony of the parties)
5. In May 2018, a sewage back-up occurred at the property and the customer hired a plumber to repair the problem. The plumber reported seeing something else wrong at the property and DC Water was contacted in June 2018 for a broken underground pipeline between the city and the house. (Testimony of [REDACTED]; Roto-Rooter Plumbing & Drain Service invoice dated 5/17/19)
6. DC Water performed work at the property on 7/10/2018 in response to a sewage problem identified as caused by a running trap which is a U-shaped pipe to keep sewage gases down. The utility sent a crew to excavate to the service line and the utility changed cast iron pipe with cast iron trap with pvc piping. (Testimony of Kevin Jhingory)
7. The utility contractor at the site recorded that the contractor excavated around the existing running trap an area of about 5 x 6 SF and removed the running trap to a depth of about 10 ft. The contractor reported replacing 6ft of 4-inch diameter cast iron pipe with PVC and installed a clean out. The contractor reported that after the repair was over, water was running without any problem and that the contractor used onsite material to backfill the trench. The contractor reported that each layers of backfill was properly compacted and restoration was completed to include that the fence was welded back to its original position. (Water and Sewer Utility Construction Daily Inspection Report dated 7/10/2018)
8. During the utility work, the customer's service line was exposed. (Customer's photographs exhibit nos. 2 thru 6)
9. During the course of working at the property, DC Water cut down an established tree in the front yard of the property; a new tree was not planted in replacement as part of restoration of the customer's property. (Customer's photograph Exhibit No. 1; testimony of [REDACTED])
10. At the completion of the pipe work, DC Water returned soil to cover the excavation site, however, as of December 2018, the ground has sunk where the excavation was performed and the yard has not been restored with grass and tree. (Testimony of the parties; Customer's photograph exhibit no. 7)
11. At the present, water is bubbling up from the ground in the customer's yard. (Customer shown video)
12. As part of the work performed at the property on 7/10/2018, rubber couplings were used to join the PVC pipe installed with the lead pipe existing on the service line; the couplings were encased in concrete. (Testimony of Kevin Jhingory)
13. Whenever a service line is exposed and earth is move from the support of the service line, it is impossible to get compact earth back completely and a leak can occur on the line. (Testimony of Kevin Jhingory)

14. It is not an uncommon problem that a copper line will have some play when earth is removed. (Testimony of Renard Blanchard)
15. DC Water admitted that it may have contributed to the joint leak in the service line at the property. (Testimony of Kevin Jhingory)
16. The customer experienced increased water usage between July 13, 2018 and August 13, 2018 in that water usage at the property doubled from a previous report of 4.81 CCF to 9.84 CCF. Water usage at the property continued to increase in subsequent billing cycles and remains high as of the last actual read on 7/12/2019 of 286.80 CCF having been used during the billing cycle. (DC Water meter read report)
17. According to DC Water meter reads, increased water usage started at the property on 8/2/2018. (Testimony of Kimberly Arrington; DC Water Meter Read Log)
18. DC Water did not return to the property after the excavation site was backfilled even though the soil where excavation is done is known to sink and requires additional dirt to level the property. DC Water implied that it awaits a call from the customer and that a customer will generally call the utility regarding the ground condition 45-60 days after completion of the work. (Testimony of Renard Blanchard)
19. DC Water investigated the customer's dispute of the charges by conducting an underground inspection on 3/14/2019 and the utility determined that there was an underground leak. Based upon further investigation, the utility determined that the leak was the responsibility of the homeowner. DC Water declared that the leak is on the service line between the CC and service valve in the yard area. (DC Water Work Orders dated 6/7/19, 3/29/19 and 2/4/19)
20. DC Water served a Customer Compliance Notice upon the customer dated 6/7/2019. (Testimony of the parties)
21. During the pendency of the dispute, the customer's water service was turned off and the customer is currently in substantial arrears of payment of billed charges. (DC Water customer contact log; 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. Once the customer establishes a prima facie case that s/he did not use and/or was not responsible for payment of the water as charged, the burden shifts to DC Water to rebut the customer's claim that s/he did not use the water as charged. (Gatewood v. DC WASA, , 82 A.3d 41, D.C. Court of Appeals 2013)
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. 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. (21 DCMR 407.3)
5. If, pursuant to §407.3, the leak is determined to have been caused by the Authority, or is determined to be in public space, the Authority shall repair the leak and the General Manager shall adjust the bill to equal the average consumption of water at the same premises for up to three (3) previous comparable periods for which records are available. If the leak is determined to have been caused by the owner or occupant, no adjustment shall be made. (21 DCMR 407.4)
6. If, pursuant to §407.3, the leak is determined to be on private property or on property that is under the control of the owner or occupant, the owner or occupant shall repair the leak and the General Manager may, at his discretion, upon request of the owner, adjust the bill(s) for the period during which the leak occurred by an amount not to exceed 50% of the excess water usage over the average consumption of water at the same premises for up to three (3) previous comparable periods for which records are available....(21 DCMR 407.5)

#### DECISION

The customer was able to establish a prima facie case that more likely than not the underground leak found at his property was caused by DC Water and/or its contractors and that the utility should repair the leak, restore the property to its original condition and adjust the customer's account.

DC Water investigated that customer's dispute of the charges and declared that the leak was not on public space and, as such, was the responsibility of the customer for repair.

The customer established that the leak occurred very close in time to the utility excavating and exposing the service line to perform repairs at the property. It was established in testimony that whenever the service line is exposed and not supported by earth, leaks may occur in the service line. The Water and Sewer Utility Construction Daily Inspection Report reflected that the DC Water contractor who performed work at the customer's property dug a trench approximately ten (10) feet deep, excavated the earth and exposed the water line, returned

compacted earth to the site after the work was completed and the contractor welded a fence back into place which had been removed to facilitate access to the worksite. The record established that the customer's water usage increased substantially the next billing cycle after work was completed at the property by DC Water and that water usage at the property progressively has increased and remains high. The customer, further, established that the condition of the property was not restored to its original condition, i.e. tree loss and grass damage, and that water is currently bubbling up into the yard.

The customer's daughter, [REDACTED], asserted that the utility, through the testimony of its own witnesses, admitted to the existence of an underground leak at her father's home. She further asserted that her father and brother, who live at the home, did nothing to cause the leak.

In testimony, the utility's employees explained that whenever the earth is removed from supporting a water line, there is a 50-50 possibility that a leak will occur either due to DC Water's actions or due to nature. The witness explained that the utility will replace the disturbed dirt and will try to compact the soil but the soil can never be put back completely. The testimony was that the utility will return to the property and add more soil to support the water service line. The testimony and evidence in this matter, however, established that the contractor/DC Water failed to inspect the property for soil settlement after the excavation site was initially closed. The customer presented testimony that the soil over the excavation site was sunken. Moreover, the utility's employee admitted in testimony that DC Water may have contributed to the creation of the joint leak.

The utility through its evidence and testimony failed to overcome the customer's position that utility's actions in performing work at the property caused the underground leak in the water line and the Hearing Officer is convinced by the testimony and evidence presented that more likely than not the work performed at the property by DC Water, due to the excavation of earth at the site, lead to an underground leak. The fact that the leak may or may not be on the public side of the meter does not relieve the utility from responsibility for causing the leak to occur. Pursuant to 21 DCMR 4704, if the leak is determined to have been caused by the Authority, DC Water is to repair the leak and adjust the bill to equal the average consumption of water at the same premises for up to three (3) previous comparable periods for which records are available. As such, DC Water should repair the underground leak at the customer's property and adjust the customer's account eliminating charge for excess water due to the existence of the underground leak. In this case, the underground leak came into existence on or about August 2, 2018 and continues to date, so the account adjustment is appropriate from August 2, 2018 until the utility repairs the leak.

With respect to the utility's assertion that the customer dispute of the charges was not timely made prior to his call to the utility on November 13, 2018, the customer is not time barred for relief because the excessive usage was the result of the utility's actions and the utility is responsible for repair. Pursuant to the D.C. Municipal Regulations if it is determined that the



underground leak was caused by DC Water, the customer is entitled to adjustment of his account for all charges incurred as a result of excessive water usage due to the underground leak. There is no requirement that a customer must call the utility each billing cycle to dispute the billed charges in order to be entitled to relief by the adjustment of his account.

Lastly, the customer complained that a tree was cut down on the property in the course of the utility performing work on the property and that his yard was damaged and continues to be damaged due to the underground water leak and the bubbling of water on the surface of the yard. The testimony and evidence established that DC Water is to put back what is moved at a property due to repairs performed by the utility. (Testimony of Kevin Jhingory) In this case, not only did the utility not add additional soil to ensure the support of the service line after the earth was moved due to excavation, it, also, did not restore or attempt to restore the customer's property to original state except that the contractor did put the customer's fence back in place after removing the fence to access the work site. As such, the utility should send a work crew to repair the customer's yard, i.e. level the ground and restore the grass, and, the utility should discuss with the customer replacement of the tree that was cut down.

Based upon the foregoing, DC Water's determination that the customer is responsible for repair of the underground leak found at this property, is, hereby reversed and it is determined that based upon the evidence and testimony presented during hearing that more likely than not DC Water caused the underground leak at the customer's property. DC Water is directed to repair the underground leak at the property. DC Water, further, is directed to restore the customer's yard, as best as possible, through the leveling of the yard surface and grass sodding the ground. The utility is directed to discuss with the customer replacement of the tree cut-down by the DC Water contractor and either replace the tree or direct the customer to the appropriate office within the utility to make a claim for compensation for loss of the tree. DC Water is, further, directed to adjust the customer's account to equal the average consumption of water at the same premises for up to three (3) previous comparable periods for which records are available for the period August 2, 2018 until the underground leak is repaired.

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

Date: Nov. 18, 2019

Copy to:

████████████████████  
██████████ Manor Place, NW  
Washington, DC 20010

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

IN RE: Rahimi Investment  
4903 Annapolis Road  
Bladensburg, MD 20718

Service Address:  
806 H Street, NE

Account No: [REDACTED]  
Case No: 19-365561

Dates and Amounts in Dispute:  
12/6/2018 to 1/3/2019 = \$1,926.06  
1/4/2019 to 2/5/2019 = \$1,694.70  
\$3,620.76

Before Janet W. Blassingame, Hearing Officer  
September 25, 2019 at 11:00 a.m.

The customer contested water and sewer bills for the above account for the period of time December 6, 2018 to February 5, 2019. The DC Water and Sewer Authority (DC Water) investigated the charges and determined that the bill was accurate 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 September 25, 2019. Present for hearing were Cassandra Nelson, property manager/lessee, and Kimberly Arrington, Supervisor, Customer Support, on behalf of DC Water. Ms. Nelson represented that she is the owner/operator of Kiddie University, a child development center, operating at the service address.

The property involved is a commercial property leased to Kiddie University H Street which operates a child development center at the location. Ms. Nelson stated that property was leased in year 2016 and the child development center ("the center") opened in June 2017. The property has one bathroom for adults, one kiddie bathroom consisting of three (3) toilets and two (2) sinks, one kitchen, a sink in each of the three (3) classrooms, and one outside faucet. Ms. Nelson stated that the center employs twelve (12) people and has forty (40) children in attendance. Ms. Nelson stated that the business hours of the center are Monday thru Friday, 7:00 a.m. to 6 p.m. In year 2018, the water and sewer bills for the center ranged between Two Hundred Dollars (\$200.00) and Two Hundred Fifty Dollars (\$250.00) per billing period.

Ms. Nelson stated that she has an on-call maintenance person for the center.

Ms. Nelson testified that, in late December 2018 or early January 2019, she saw a high bill for water and sewer service and contacted DC Water. She testified that a customer service representative told her that the property had an old water meter and that the water meter was due for a change out. Ms. Nelson stated that she contacted DC Water a second time after receiving

the next month's billing statement which was for \$1,600.00. Ms. Nelson stated that a customer service representative told her that the utility would send someone out to see if something on DC Water's side of the water meter was the problem.

Ms. Nelson testified that in response to the high bills, in addition to contacting the utility, she checked the property for leaks and plumbing defects and she had her maintenance man check as well and neither she nor the maintenance man detected any problem. Ms. Nelson testified that she was informed by DC Water that no problem was detected on its side of the meter. Ms. Nelson testified that she, next, hired a plumber to come to the property and inspect for leaks and nothing was found leaking. She stated that the plumber's inspection took place in February 2019. Ms. Nelson testified that she had a plumber inspect the property a second time on March 1, 2019 and after inspection, the plumber indicated to her that the water meter was defective. Ms. Nelson testified that on March 1, 2019, the plumber noted that while water was running in the center, the water meter was not registering water usage. Ms. Nelson reiterated that she had a plumber inspect the property on two (2) occasions and each time, the plumber found no leaks.

Ms. Nelson pointed out that a luxury apartment building is being constructed across the street from the center and she questions whether the construction might have caused the water meter to malfunction. Ms. Nelson asserted that DC Water informed her that the water meter at the property was working fine, but she questions whether a mechanical problem could have occurred regarding the water meter in the past and then the water meter resumed working.

Ms. Nelson reasserted that she saw nothing leaking and she saw no running water within the center. Ms. Nelson added that her husband regularly checks the center and that her husband detected no problems. Ms. Nelson pointed out that she conducted or had conducted at least five (5) inspections at the center for what caused high water usage and nothing was detected within the center as the cause of the problem. Ms. Nelson asserted, that based upon the inspections of the facility, they (the center) did not use the water billed to the account and no cause of the high-water usage is/can be attributed to the center. The customer asserted that it is DC Water's responsibility to figure out what caused the high water registering on the water meter because she has done everything that she possibly could to do to determine if the center used the water and she found no evidence of such water usage.

Ms. Nelson pointed out that no repairs or changes in equipment were done at the center, yet, the bills for water and sewer service were: January 9, 2019 - \$1,900.00; February 26, 2019 - \$1,600.00; March 8, 2019 - \$500.00; April 5, 2019 - \$500.00; May 8, 2019 - \$419.00; and, June 10, 2019 - \$255.00.

The customer noted that during the periods in dispute, she did not receive an actual bill statement from DC Water. She stated that her practice was to go on-line to pay the amount billed by DC Water. She testified that there came a time that she experienced difficulty assessing the account on-line and she requested that DC Water send to her an email of the charge due. The customer stated that she never saw an actual bill statement, so she was unaware if the charges were based upon estimated usage or actual meter reads. Ms. Nelson testified that a

customer service representative told her that the water usage at the center was based upon estimates of water usage.

Ms. Arrington asserted that the meter reads are correct and that the reads were taken by a DC Water service technician going to the property and obtaining a water meter read for billing purposes. Ms. Arrington stated that the water meter at the property was old but a good meter. She stated that there was not a MTU on the water meter and, as such, the utility did not have meter read transmittals from the property. Ms. Arrington testified that a DC Water service technician would go to the property each month to read the water meter and after the read was obtained, the meter read would be downloaded into the system for billing purposes.

Ms. Arrington objected to the inclusion in the dispute of the customer's March 2019 and April 2019 bills; she asserted that the utility has no record of the customer calling to dispute these bills. Ms. Arrington submitted that utility's customer contact log.

Ms. Arrington explained that the service technician who goes to the property to obtain a meter read utilizes a handheld device to obtain the meter reading, then, the meter reading is downloaded at the end of each day, then, the read is uploaded for billing.

Ms. Arrington stated that a new water meter was placed at the property on June 10, 2019. She further stated that DC Water estimated the water usage at the property for two (2) months as reflected on the bill statements of March 5<sup>th</sup> and April 5<sup>th</sup>. Ms. Arrington stated that the utility obtained an actual reading of the water meter on April 19, 2019 and the meter read was higher than the estimate used for billing, so the utility did not adjust the customer's bill.

Ms. Arrington testified that DC Water conducted an underground leak test at the property on January 23, 2019 and found an underground leak beyond the property line. Ms. Arrington submitted a copy of the work order for an underground inspection at the property. Ms. Nelson interjected that it was not clear to her that DC Water was saying that the leak was on her side. Ms. Nelson reiterated that her plumber failed to find anything wrong, so she wanted to know exactly what DC Water detected as being wrong at the property.

Ms. Arrington testified that DC Water had the water meter tested on June 12, 2019 and the meter was determined to have 99.40% accuracy. Ms. Arrington explained that meter accuracy standards have been established by the American Water Works Association and that the accepted accuracy range for a water meter is 98.5% to 101.50%. With respect to the customer's plumber finding that something was wrong with the water meter, Ms. Arrington asserted that the plumber would have had to remove and test the water meter in order to determine if the water meter was functioning adequately. Ms. Nelson replied that the plumber looked at the water meter when water was being used within the property and the plumber observed that the water meter was not registering water usage. Ms. Nelson, also, questioned the accuracy of a handheld device to obtain a meter reading and she asked Ms. Arrington whether the utility tested the device to determine if the device was working properly and was accurate. Ms. Arrington responded that DC Water would not falsify a meter read. To which, Ms. Nelson responded that the utility collected a bunch of data and has not shown the accuracy of the data collected.

Ms. Arrington, on a question from the Hearing Officer, affirmed that an underground leak cannot repair itself.

Ms. Nelson used Google Map to display a picture of property. The picture showed a wide concrete sidewalk and tree box in front of the building. There was not evidence of any repair done or disruption of the concrete sidewalk or tree box. Ms. Nelson testified that neither she nor her plumber performed any repairs at the property, yet the usage returned to normal. She further reiterated that her plumber found nothing wrong regarding the plumbing at the property. Ms. Nelson asserted that water usage at the property is back to within normal range since the water meter was changed by the utility. Ms. Arrington retorted that the usage at the property returned to within normal range before the meter was changed.

Ms. Nelson asserted that she would have seen someone fixing something underground if the underground leak was, in fact, repaired and she saw no one fixing anything. Ms. Nelson testified that she tried to get an explanation from DC Water as to where the alleged underground leak was located because her plumber failed to find a leak.

Ms. Nelson concluded her testimony by asking what else she could have done. She stated that she had a plumber inspect the property for leaks and plumbing defects on two occasions and on both occasions, no leaks or defects were found. Moreover, she stated that the plumber told her that the water meter was defective.

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

1. The property involved is a commercial building leased from Rahimi Investment by Cassandra Nelson for the operation of a child development center named Kiddie University. (Testimony of Cassandra Nelson)
2. The period in dispute is as 12/6/2018 to 2/5/2019. (Testimony of the parties; Hearing Officer's calendar designating the dispute period)
3. The water meter at the property was old and scheduled for replacement and the water meter lacked a working MTU. As such, DC Water would send a service technician to obtain a meter read by a handheld device. (Testimony of Kimberly Arrington)
4. There was a significant increase in water usage charged to the customer's account on the bills dated 1/8/2019 and 2/26/2019. (Testimony of the parties; Bill Summaries dated 1/8/2019 and 2/26/2019)
5. The customer's water usage was estimated by DC Water for billing purposes for bills dated 3/8/2019 and 4/5/2019 and the estimated usage was higher than the customer asserted as within her normal and historical water usage. (Testimony of the parties; Bill Summaries dated 3/8/2019 and 4/5/2019)
6. The customer was billed based upon an actual meter read, by technician taking a field read, for the bill dated 5/6/2019 and although the reported water usage was lower than the previous estimated usage, the customer's water usage remained above normal and historical water usage for the property. (Testimony of the parties; Bill Summary dated 5/6/2019)

7. The customer initially contacted DC Water regarding her January 2019 billing statement, however, in subsequent calls to the utility, the customer asserted that she was disputing all billing to the account. (Testimony of Cassandra Nelson; DC Water Customer Contact Log entries dated 7/10/2019, 6/28/2019 and 3/28/2019)
8. On 5/6/2019, there is customer contact entry in which it states that Ms. Nelson telephoned the utility to followup on her bill investigation and that she was advised that it was still under review. (DC Water Customer Contact Log entry dated 5/6/2019)
9. Ms. Nelson inspected the property for leaks and plumbing defects and found nothing wrong at the property. (Testimony of Cassandra Nelson)
10. Ms. Nelson's husband inspected the property for leaks and plumbing defects and found nothing wrong at the property. (Testimony of Cassandra Nelson)
11. Ms. Nelson hired Staunton Company, LLC t/a Community Plumbing and Heating to inspect the property for leaks and plumbing defects. A master plumber conducted two (2) inspections of the property and found no leaks. The plumbing inspections took place February 1, 2019 and March 1, 2019. After the second inspection by the plumber, the plumber concluded and informed the customer that he believed that the water meter was not working correctly. (Testimony of Cassandra Nelson; Staunton Company, LLC t/a Community Plumbing and Heating invoice dated 4/3/2019; Letter dated 4/3/2019 by Marshall Staunton, Staunton Company, LLC t/a Community Plumbing and Heating)
12. DC Water conducted an underground inspection at the property on 1/23/2019 and found registration at the water meter. The technician wrote that the technician was unable to get to inside service valve. Found and operated c/c on property line to closed position registration at water meter had stopped found leak beyond property line. (DC Water Work Order dated 1/23/2019)
13. The technician conducting the underground leak inspection wrote on the Remarks section of the work order that the leak was not DC Water's Responsibility. (DC Water Work Order dated 1/23/2019)
14. The customer did not and did not have any repairs performed at the property and observed no repairs being performed outside of the building by DC Water or any third party. (Testimony of Cassandra Nelson)
15. DC Water changed the water meter at the property on June 9, 2019 and there was a significant reduction in reported water usage at the property reflected on the Bill Summary dated 7/5/2019 which covered both a period before the meter change (5 days) and a period after the meter change (26 days). (Testimony of the parties; Bill Summary dated 7/5/2019)
16. DC Water had the water meter tested and the meter was determined to have 99.40% accuracy. (Testimony of Kimberly Arrington)
17. DC Water investigated the customer's dispute and declared, in support of its determination that no basis existed to adjust the customer's account, that usage has declined which indicated that the cause for the increased usage was controlled at the premises and additionally, confirms that there is not an underground leak at the property. (DC Water Investigation Report 6/13/2019)

#### CONCLUSIONS OF LAW

findings or lack thereof concluding that no leaks were present at the property and something was wrong with the meter.

The Hearing Officer credits the customer's testimony that she was disputing all of the bills reflecting water usage above her historical levels. Ample record of customer contacts exists to support the customer's assertion and position.

Accordingly, it is the conclusion of the Hearing Officer that the weight of the evidence favors the customer. DC Water's determination that the charges are valid and no basis exists to adjust the customer's account is REVERSED. DC Water is directed to adjust the customer's account for the period of December 6, 2018 to June 4, 2019 to equal the average consumption of water at the premises for up to three (3) previous comparable periods for which records are available.

The Hearing Officer, further, notes that DC Water estimated usage at the property for two (2) billing cycles within which it is now directed to adjust the customer's account based upon previous comparable periods. There was no testimony or evidence as to the basis of the estimated water usage during the period. As such, the Hearing Officer cannot assess if the estimated usage was correct based upon comparable periods. In the process of adjusting the customer's account based upon this Order, if the estimates are confirmed correct and based upon previous comparable periods, then, the March and April bill charges will not be affected.

By:   
Janet W. Blassingame, Hearing Officer

Date: Sept. 30, 2019

Copy to:

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