

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

IN RE: [REDACTED]  
[REDACTED] Windom Place, NW  
Washington, DC 20016

Account No: [REDACTED]  
Case No: 20-404862

Amount in Dispute: \$676.37

Before Janet W. Blassingame, Hearing Officer  
November 3, 2020 at 10:00 a.m.

ORDER OF DEFAULT

The customers contested water and sewer bills for the above account for the period of time December 11, 2019 to February 11, 2020. The DC Water and Sewer Authority (DC Water) investigated the water and sewer charges and determined that an adjustment to the account was not warranted. The customer appealed DC Water's decision and requested an administrative hearing.

This matter was scheduled for a remote hearing on November 3, 2020. Present on-line for the hearing were Arlene Andrews and Kimberly Arrington, both on behalf of DC Water.

The customer was afforded a thirty (30) minute grace period and although the hearing was delayed until 10:30 a.m., the customer failed to join on-line for the hearing or to call-in for the hearing. The customer was given specific instructions as to procedure and access for the hearing, as well as, contact information in the case of any difficulty in assessing the remote hearing. The Notice of Hearing advised the customer that "Failure to appear at your scheduled hearing may result in a default judgment being entered against you." (See, 21 DCMR 415.3) Additionally, the Hearing Officer requested DC Water's representative to telephone the customer prior to concluding the hearing and the phone call was unanswered. As such, based upon customer's failure to appear or to request in advance that the hearing be postponed, a default judgment is entered against the customer and the determination that the bill is valid is affirmed.

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

Date: Dec. 29, 2020

Copy to:

[REDACTED]  
[REDACTED] Windom Place, NW  
Washington, DC 20016

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

IN RE: Marilyn Cain Gordon  
7603 Georgia Avenue, NW,  
Suite 304  
Washington, DC 20012

Account No: [REDACTED]  
Case No: 20-267249

Service Address:  
[REDACTED] 48<sup>th</sup> Place, NE

Amount in Dispute: \$1,622.04

Before Janet W. Blassingame, Hearing Officer  
November 4, 2020 at 12:00 Noon

ORDER OF DEFAULT

The customer contested water and sewer bills for the above account for the period of time November 26, 2019 to January 24, 2020. The DC Water and Sewer Authority (DC Water) investigated the water and sewer charges and determined that an adjustment to the account was not warranted. The customer appealed DC Water's decision and requested an administrative hearing.

This matter was scheduled for a remote hearing on November 4, 2020. Present on-line for the hearing were Arlene Andrews and Kimberly Arrington, both on behalf of DC Water.

The customer was afforded a thirty (30) minute grace period and a curtesy telephone call during the grace period. The customer failed to join on-line for the hearing or to call-in for the hearing before expiration of the grace period at 12:30 p.m. The customer was given specific instructions as to procedure and access for the hearing, as well as, contact information in the case of any difficulty in assessing the remote hearing in an email notice of hearing sent to the customer on October 20, 2020. The Notice of Hearing advised the customer that "Failure to appear at your scheduled hearing may result in a default judgment being entered against you." (See, 21 DCMR 415.3) Additionally, the Hearing Officer requested DC Water's representative to telephone the customer and a phone call was made at 12:12 p.m. by Ms. Arrington. Ms. Arrington reported that the customer failed to answer the telephone and Ms. Arrington left a voice mail reciting the call-in and log-in instructions for the hearing. The Hearing Officer notes that the customer in communicating with a DC Water representative acknowledged the existence of a leaky toilet at the property.

As such, based upon customer's failure to appear or to request in advance that the hearing be postponed, a default judgment is entered against the customer and the determination that the bill is valid is affirmed.

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

Date: Dec. 29, 2020

Copy to:

Ms. Marilyn Cain Gordon  
7603 Georgia Avenue, NW  
Suite 304  
Washington, DC 20012

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

IN RE: [REDACTED]  
[REDACTED] Kenyon Street, NW  
Washington, DC 20010

Account No: [REDACTED]  
Case No: 20-644019

Amount in Dispute: \$604.15

Before Janet W. Blassingame, Hearing Officer  
November 10, 2020 at 10:00 a.m.

ORDER OF DEFAULT

The customer contested a water and sewer bill for the above account for the period of time May 12, 2020 to June 9, 2020. The DC Water and Sewer Authority (DC Water) investigated the water and sewer charges and determined that an adjustment to the account was not warranted. The customer appealed DC Water's decision and requested an administrative hearing.

This matter was scheduled for a remote hearing on November 10, 2020. Present on-line for the hearing were Arlene Andrews and Kimberly Arrington, both on behalf of DC Water.

The customer was afforded a thirty (30) minute grace period and although the hearing was delayed until 10:30 a.m., the customer failed to join on-line for the hearing or to call-in for the hearing. The customer was given specific instructions as to procedure and access for the hearing, as well as, contact information in the case of any difficulty in assessing the remote hearing. The Notice of Hearing advised the customer that "Failure to appear at your scheduled hearing may result in a default judgment being entered against you." (See, 21 DCMR 415.3) Additionally, the Hearing Officer requested DC Water's representative to telephone the customer prior to concluding the hearing and the phone call was unanswered. As such, based upon customer's failure to appear or to request in advance that the hearing be postponed, a default judgment is entered against the customer and the determination that the bill is valid is affirmed.

By:   
Janet W. Blassingame, Hearing Officer

Date: Dec. 29, 2020

Copy to:

[REDACTED]  
[REDACTED] Kenyon Street, NW  
Washington, DC 20010

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

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

Account No: [REDACTED]  
Case No: 20-634146

Amount in Dispute: \$421.64

Before Janet W. Blassingame, Hearing Officer  
November 17, 2020 at 10:00 a.m.

ORDER OF DEFAULT

The customer contested a water and sewer bill for the above account for the period of time June 11, 2020 to July 12, 2020. The DC Water and Sewer Authority (DC Water) investigated the water and sewer charges and determined that an adjustment to the account was not warranted. The customer appealed DC Water's decision and requested an administrative hearing.

This matter was scheduled for a remote hearing on November 17, 2020. Present on-line for the hearing were Arlene Andrews and Kimberly Arrington, both on behalf of DC Water.

The customer was afforded a thirty (30) minute grace period and although the hearing was delayed until 10:30 a.m., the customer failed to join on-line for the hearing or to call-in for the hearing. The customer was given specific instructions as to procedure and access for the hearing, as well as, contact information in the case of any difficulty in assessing the remote hearing. The Notice of Hearing advised the customer that "Failure to appear at your scheduled hearing may result in a default judgment being entered against you." (See, 21 DCMR 415.3) Additionally, the Hearing Officer requested DC Water's representative to telephone the customer prior to concluding the hearing and the phone call was unanswered and a voice message was left for the customer. As such, based upon the customer's failure to appear or to request in advance that the hearing be postponed, a default judgment is entered against the customer and the determination that the bill is valid is affirmed.

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

Date: Dec. 29, 2020

Copy to:

[REDACTED]  
Franklin Street, NE  
Washington, DC 20002

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

IN RE: Juan Vega  
3412 13<sup>th</sup> Street, NW  
Washington, DC 20010

Account No: [REDACTED]  
Case No: 20-267249

Service Address:  
[REDACTED] Farragut Street, NW

Amount in Dispute: \$ 423.29

Before Janet W. Blassingame, Hearing Officer  
November 3, 2020 at 12:00 Noon

The customer contested a water and sewer bill for the period of time March 15, 2019 to April 12, 2019. The DC Water and Sewer Authority (DC Water) investigated and determined that the charges for the period were valid and no basis existed to adjust the account. The customer requested an administrative hearing.

This matter was scheduled for a remote hearing on November 3, 2020. Present on-line for the hearing were Juan Vega represented by Grace Suderberg, Esq., Office of the People's Counsel along with Rusheeda Boyd, Community Outreach Specialist, Office of People's Counsel; on behalf of DC Water were Arlene Andrews and Kimberly Arrington; Barbara Mitchell, Esq., Office of the General Counsel, DC Water, observing; and, [REDACTED], a tenant/witness.

Ms. Boyd started the hearing by asserting that the customer was disputing bill periods from March 2019 to September 2019 totaling an amount in dispute of \$2,685.77. Ms. Arrington objected to the asserted dispute period and bill amount and stated that the customer's initial dispute was not \$900.00. Ms. Boyd asserted that once the customer disputed his bill, the dispute period continued. Ms. Suderberg pointed out that the DC Water's Investigation Report was dated 2/4/2020 and that the utility conducted an audit on 10/17/2019 and an underground inspection at the property on 10/7/2019. Ms. Suderberg asserted that it is implicit that the utility's investigation of the dispute was on-going. Ms. Andrews pointed out that DC Water issued two (2) investigation reports, the first report in May 2019 and the second report in February 2020. Ms. Andrews stated that DC Water emailed the customer in May 2019. She stated that the customer contact was [REDACTED] and that the customer was sent the bill investigation regarding the audit done in May 2019 and the customer was told to hire a plumber or have an underground inspection performed by DC Water. Ms. Andrews further stated that DC Water telephoned the customer on May 22, 2019, that the owner was attempted to be contacted on May 20, 2019 but the telephone number on file with the utility was wrong. Ms. Andrews asserted that the customer did not dispute any other bills. Ms. Andrews stated that DC Water was contacted by [REDACTED] in July 2019 when he stated that his mother was in the hospital. Ms. Andrews stated that [REDACTED] was informed of the utility's third-party policy and that he would have to have authorization to discuss the account with DC Water. Ms. Andrews stated

that DC Water received authorization from [REDACTED] on August 14, 2019 to allow her son to discuss the water and sewer account. Ms. Andrews stated that thereafter a payment was received by DC Water to reconnect water and sewer service to the property. Ms. Andrews continued stating that [REDACTED] contacted DC Water in October 2019 to schedule an underground inspection but, prior to [REDACTED] October 2019 telephone call, an underground inspection had been scheduled on May 23, 2019. Ms. Andrews stated that the underground inspection was not completed in May 2019 and that utility rescheduled the underground inspection for October 7, 2019, however, no one was home.

Ms. Andrews stated that the customer first contacted DC Water on May 6, 2019. She stated that the Office of the People's Counsel became involved in the dispute on behalf of the property owner, Mr. Vega, in September 2020.

Ms. Andrews stated that the May 23, 2019 scheduled underground inspection was re-scheduled for August 20, 2019. She stated that the August 20, 2019 scheduled inspection was not done. She stated that [REDACTED] called DC Water on October 11, 2019 for an audit to be done on October 16, 2019, based upon the utility's contact notes. Ms. Andrews went on stating that there was no mention of an on-going dispute until after the Hearing Petition was received by DC Water and then a dispute amount of \$3,000.00 was mentioned on September 8, 2020. Ms. Andrews stated that she telephoned Mr. Vega and told him that only the disputed bill and not accumulated arrears were included in the dispute. Ms. Andrews pointed out that the hearing in this matter was originally scheduled in September 2019.

Ms. Boyd reiterated that the dispute has been on-going. Ms. Andrews stated that DC Water received an email from the Office of the People's Counsel, hereinafter referred to an "OPC" regarding getting the water and sewer service reconnected/restored, an installment payment plan and an underground inspection. It was stated that Marchim Williams of OPC was working with the tenant in the year 2019 and that emails were sent to DC Water. Mr. Vega interjected that he believes that DC Water's contact notes are not complete. He asserted that he was told by a DC Water representative that he could not submit a new dispute regarding the property/account because a dispute was pending.

Ms. Suderberg stated that a spike was noticed at the property in March 2019 and, in response, the property was inspected by the owner and a maintenance man and nothing was found to be amiss. She further pointed out that DC Water found no leaks at the property on May 14, 2019, however, the customer continued to contact DC Water regarding spikes in water usage. She pointed out that the Investigation Report was issued in May 2020.

Mr. Vega stated that he heard about spikes in the tenant's water consumption in either February or March 2019 because the tenant contacted him. He stated that [REDACTED] is a good tenant and that they have a good tenant/landlord relationship.

The property involved is a rowhouse having two (2) level and a basement. The property has one and one-half (1 ½) bathrooms, one kitchen, radiators, two (2) outside faucets, a utility sink, washing machine and dishwasher. Three (3) people reside in the home for approximately

the past three (3) years and that the water and sewer bills have been in the range of \$150.00 per billing cycle.

Ms. Andrews stated that the customer (the tenant) called DC Water on May 6, 2019 regarding the bill dated April 19, 2019.

Ms. Boyd interjected that the first bill reflecting high water usage was dated March 14, 2019 in the amount of \$314.45. Ms. Andrews responded that the only calls to the utility by the customer in March 2019 were to make payment on the account. Ms. Andrews reiterated that the customer called on May 9, 2019 to dispute the bill received in April 2019. Both [REDACTED] and Mr. Vega pointed out that [REDACTED] is in her late 60's.

Mr. Vega stated that the [REDACTED] called him in March 2019 and in response to her call, he and his maintenance man, Carlos Castillo, conducted a visual inspection of the house and checked the faucets in the bathrooms. Mr. Vega stated that DC Water conducted the first audit in May 2019 and he was told that he could not add to the dispute because the dispute was pending with the utility. He complained that, as the property owner, he was told that he was not authorized to communicate with the utility regarding the account.

Ms. Boyd outlined the customer's water and sewer bill to have been as follows:

5/15/2019	\$439.63
6/16/2019	\$374.04
7/23/2019	\$449.98
8/19/2019	\$163.01
9/18/2019	\$754.04
10/18/2019	\$760.53
11/22/2019	\$666.16
12/18/2019	\$389.49

Ms. Boyd stated that she calculated the customer's bills from March 2019 to September 2019 to derived at the disputed amount of \$2,685.77.

Ms. Boyd pointed out that the March 2020 investigation letter did not mention the May 2019 audit.

Ms. Suderberg asserted that [REDACTED] brother was not living in the home during the dispute period; [REDACTED] clarified that his older brother is and works as their mother's aide.

Ms. Andrews stated that the DC Water Investigation Report of May 14, 2019 reflected that no leaks were found and instructed the customer to contact a plumber and to schedule an underground inspection because high usage was continuing at the property. Ms. Andrews further stated that DC Water tested the water meter at the property and the meter was determined to have 100.95% accuracy. She stated that the utility follows the standards set by the American Water Works Association which states meter accuracy to be between 98.5% and 101.5%.



Ms. Andrews stated that the customer's water service was disconnected from July 30, 2019 to August 14, 2019.

Ms. Suderberg stated that the customer testified that there had been no changes in usage. She further stated DC Water conducted no other investigation at the property. Ms. Andrews responded that DC Water did not conduct an underground inspection after a toilet leak was detected at the property. Ms. Suderberg stated that the spike in water usage at the property started in March 2019.

Mr. Vega stated that water usage at the property is now back to normal. He stated that water service was disconnected on January 14, 2020 due to non-payment and that service was reconnected on March 20, 2020 after payment by him.

Ms. Arrington stated that the customer's April 2020 bill was \$135.62 and the May 15, 2020 bill was \$138.00. She stated that the customer's bill dated as 12/18/2019 was \$389.48 Ms. Arrington added that the water meter at the property was changed on August 12, 2020; [REDACTED], however, stated that the meter change was August 13, 2020.

Ms. Suderberg asserted that the tenant did due diligence and relied upon the May 2019 investigative report by the utility that there were no leaks but a possibility of an underground leak.

Ms. Arrington pointed out that on the back of each utility bill statement, there is a provision advising that a customer must call in to dispute a bill. Ms. Arrington asserted that, in this case, the customer failed to make a timely dispute of subsequent bills. She added that there are no notes in the utility's customer contact notes reflecting any calls from the customer to dispute any bill except the April 2019 bill.

Ms. Andrews stated that the meter reads for the account are actual and based upon automated reads from the property. She stated that a water meter only advances when water is being used and goes thru the meter. She asserted that there are no misreads on automated meters and water meters do not self-repair. She asserted that the utility's investigation confirmed that there was no meter overread or meter malfunction. She reiterated that the water meter was tested and passed. Ms. Andrews stated that the utility, after investigation, found a leaky toilet. She pointed out that pursuant to 21 DCMR 408.1 when all tests and checks are inconclusive there is no adjustment to a customer's account for high water usage and that pursuant to 21 DCMR 406.2 the repair of leaky faucets, household fixtures and similar leaks are the responsibility of the owner or occupant and no adjustment will be made to the bill for any portion of the excessive consumption attributable to such leaks.

Ms. Suderberg argued that regulations can be waived as established in the Gatewood case and she asserted that timelines are moveable. She argued that there is no jurisdictional bar to DC

Water and that the time limits upon when a customer can dispute a bill are based upon a claim processing rule.

Ms. Andrews retorted that the customer in this case did not dispute subsequent bills and that a property owner can always call DC Water regarding the water and sewer account on his/her property.

Ms. Suberberg stated that the customer is not disputing the meter test.

Ms. Arrington added that because water usage returned to normal at the property, there was no underground leak. Ms. Arrington, further, stated that DC Water does not waive time limitations.

Ms. Boyd concluded that by doing the investigation report in October 2019 and not listing the May 2019 report which found no issues, the utility acknowledged a continuing dispute.

The Hearing Officer reviewed that customer contact notes with the utility to clarify to dates and contacts between the parties and found the following:

1. The Hearing Petition was signed by [REDACTED] on 1/24/2020 and in the statement of dispute, [REDACTED] wrote that “we” were not aware that we could request a administrative hearing after we disputing the water bill in April 2019. He cited the amount in dispute to be \$3398.67.
2. The Investigation Report dated 2/4/2020 reflected that there was increased water usage 3/15/2019 to 4/12/2019, that the inspector found an interior leak in the 2<sup>nd</sup> floor toilet on 10/17/2019, that the account balance was \$3,982.15 and the amount in dispute was \$423.96.
3. That an underground leak inspection was attempted on 10/7/2019 and although the customer did not answer upon arrival of the inspector, no registration was found on the water meter and there was no sound on the service.
4. DC Water conducted an interior inspection on 5/14/2019 and no leaks were found; DC Water conducted an interior inspection on 10/17/2019 and a severe toilet leak was found involving the toilet bowl chain and the toilet flapper.
5. There was a myriad of telephone calls by the customer, her son, and the property owner to DC Water and, later by the Office of the People’s Counsel, regarding the turn-off of water to the property by DC Water for non-payment and restoration of service to the property. Most calls involved arrangement of a payment plan and discussion of initial payment requirement for restoration of service. Ultimately, OPC argued that service should be restored due to the Pandemic based upon the Mayor’s Order that utilities not cut-off service to customers. None of the telephone contacts involved dispute of any bill other than the April 2019 bill which was initiated by [REDACTED] in May 2019.

In addition to the customer contact notes, the Hearing Officer reviewed the documents submitted by OPC which consisted of copies of the service order for audit of the property and the bill statements on the customer's account in year 2018 up to January 2019. Said statements reflected that the customer was on a payment plan with the utility, but more importantly, that the current charges to the account during year 2018 were significantly higher than \$150.00 per billing cycle as stated by [REDACTED] during the hearing. The customer's current charge for the bill dated 8/14/2018 was \$293.16, the bill dated 9/16/2019 charge was \$203.21, \$165.62 in the bill dated 10/16/2018, \$190.94 in the bill dated 11/15/2018 and \$181.57 in the bill dated 12/14/2018. The submitted statements further reflected that the customer's current charge on the bill dated 1/15/2019 was \$172.07 and \$160.72 on the bill dated 2/14/2019.

Based upon the foregoing testimony and evidence adduced during the hearing, as well as, the record in this matter, the Hearing Officer makes the following:

#### FINDINGS OF FACT

1. The property involved is a single-family residence occupied by [REDACTED] and her family and owned by Juan Vega. (Testimony of Juan Vega)
2. The period in dispute is 3/15/2019 to 4/12/2019. (Testimony of the parties; Hearing Petition submitted by [REDACTED])
3. There was increased water consumption at the property in year 2018 which continued into year 2019. Usage decreased slightly in February 2019 only to increase significantly in March 2019 and remained high thru year 2019, except during periods that service was disconnected to the property. (Testimony of the parties and OPC representative; customer Bill Summaries)
4. The tenant, [REDACTED], contacted her landlord, Juan Vega, in March 2019 regarding her water bill and Mr. Vega, along with a maintenance man, inspected the property for leaks and found no leaks or plumbing issues. (Testimony of Juan Vega)
5. [REDACTED] contacted DC Water on May 6, 2019 to dispute her water and sewer bill dated 4/19/2019. (Testimony of the parties; DC Water customer contact notes)
6. DC Water conducted an interior audit of the property on May 14, 2019 and found no leaks. (Testimony of the parties; Service Order dated 5/14/2019)
7. A DC Water representative telephoned the customer on 5/20/2019 because usage at the property remained high despite no leaks being found during the audit. The utility wanted to schedule an underground inspection. The utility also attempted to contact the property owner, Mr. Vega, however, the telephone number on file was not working and no email address was on file. The customer did not answer the phone but did call the utility on 5/22/2019 to request an underground inspection. The underground was scheduled for 5/23/2019. There is nothing in the record to indicate why the scheduled underground did not take place. (DC Water customer contact notes)
8. DC Water sent the customer an Investigation Report dated 5/20/2019 reporting no leaks found at the property. The utility instructed the customer to schedule an underground inspection or contact a plumber. (DC Water Investigation Report dated 5/20/2019)
9. DC Water disconnected service to the property for non-payment; service was off 7/30/2019 to 8/14/2019. (Testimony of Arlene Andrews)

10. OPC contacted DC Water on behalf of [REDACTED] on August 1, 2019 by email regarding the disconnection of water service to the home and the need to have service restored to the property. OPC referenced that the customer told them that she had disputed a bill and that DC Water had conducted multiple assessments recently with her water in an attempt to determine cause of "high usage" with the service resulting in an increased water bill. OPC wrote that the customer mentioned that the 2 reports were conflicting, leaving her uncertain about source of high water usage. OPC noted that not long after [REDACTED] was admitted in the hospital, her service was disconnected. (DC Water customer contact notes; email from Marchim Williams, OPC)
11. The utility attempted to conduct an underground leak inspection at the property on 10/7/2019, however, the customer failed to answer the door when the inspector arrived at the property. Nevertheless, the inspector found no registration at the water meter and heard no sound on the service. (DC Water Service Order dated 10/7/2019)
12. DC Water conducted an interior inspection at the property on 10/17/2019 and the technician found a severe toilet leak in the second-floor bathroom. (DC Water Service Order dated 10/17/2019)
13. DC Water scheduled an underground inspection at the property on 10/20/2019 however after a toilet leak was found at the property, the utility determined that an underground test was not needed. (Testimony of Arlene Andrews)
14. DC Water sent the customer an Investigation Report dated 2/4/2020 reflecting that a toilet leak was found at the property on 10/17/2019. This report reflected the period in dispute as 3/15/2019 to 4/12/2019, that the customer's balance due was \$3,982.15 and that the amount in dispute was \$423.96. (DC Water Investigation Report dated 2/4/2020)
15. DC Water disconnected service to the property on 1/14/2020; service was restored on 3/20/2020 after partial payment of arrears and a payment plan was instituted. (Testimony of Juan Vega)
16. DC Water tested the water meter and the meter was determined to have 100.95% accuracy. (Testimony of Arlene Andrews)
17. DC Water has meter read transmissions from the property and determined no meter fault or read error. (Testimony of Arlene Andrews)

#### CONCLUSIONS OF LAW

1. The burden of proof is on the customer to show, by a preponderance of evidence, that the decision of DC Water is incorrect. (21 DCMR 420.7 and 420.8)
2. 21 DCMR §402.1 dictates a customer has ten (10) working days after receipt of the bill in which to challenge a bill that s/he believes to be incorrect and s/he does not pay the bill, or, the customer may pay the bill and note that s/he pays under protest, provided s/he does so before she receives her next bill because a challenge pertains to the most recent charges
3. 21 DCMR 402 has been deemed a claim processing rule which DC Water may waive. (Gatewood v. DC WASA, , 82 A.3d 41, D.C. Court of Appeals 2013)
4. 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.

- 5. 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.")
- 6. The repair of leaking faucets, household fixtures and similar leaks, and the repair of malfunctioning water-cooled air conditioning equipment, are the responsibility of the owner or occupant. (21 DCMR 406)

#### DECISION

The customer in this matter failed to establish a prima facie case that she did not use the water as charged to her account by DC Water. The customer, further, failed to provide any reason or basis why she should be excused from responsibility for payment of the water usage as charged.

The evidence, testimony and record in this matter established that water usage at the property increased significantly over an extended period of time, both before and after the customer telephoned the utility to dispute the charges of her 4/19/2019 bill. The customer and property owner failed to determine the cause of the increased water consumption. DC Water, also, failed to determine the cause of the increased water consumption when it conducted an interior inspection of the house in May 2019. DC Water noted that despite no leaks being found in the house, the customer's water usage remained high after the May 2019 inspection and it advised the customer to schedule an underground inspection or hire a plumber. It appears that the customer was hospitalized at some point during the pendency of this dispute and her son required authorization to discuss the account on her behalf, all of which delayed the conduct of an underground inspection by the utility. Most was made, during the testimony and customer contacts with the utility, of the need and lack of an underground inspection and, in fact, the

inspection was scheduled on more than one date and not performed for various reasons. Ultimately, however, the conduct of an underground inspection or lack thereof was a “grey herring” in this matter, in that, usage at the property declined. An underground leak, if existed, must be repaired in order to stop the leak and a decline in usage would not have occurred if the culprit causing high usage had been an underground leak. DC Water conducted a second interior inspection of the house in October 2019 and found a severe toilet leak in the 2<sup>nd</sup> floor bathroom. DC Water tested the water meter and found the meter to be functioning within accepted accuracy standards. The utility found no meter read error. Ultimately, DC Water determined that the increased water usage was the result of a faulty toilet.

DC Water’s finding of the faulty toilet was many months after the initiation of the bill dispute; however, nothing precluded the property owner or his tenant from hiring a plumber to investigate the cause of the increased water usage, especially after the utility failed to find anything amiss in May 2019. Ultimately, the property owner is responsible for water used at the property and while DC Water has an obligation to investigate a bill dispute based upon increased and/or unexplained water consumption, the utility is not responsible for curing the cause of increased usage nor does its inability to find the cause of the increased usage basis relieve the property owner and/or his tenant from payment of resulting the water and sewer charges unless the increased usage is found to be the fault of the water company and its equipment. In this case, all evidence is that the DC Water equipment was functioning properly. An underground leak is ruled out as a possible culprit for as discussed previously usage declined which is a counter indication of the existence of an underground leak. Even if an underground leak had existed and nothing supports a finding of an underground leak, customers are only absolved of responsibility for repair of such leaks if the leak is on public property and, then, the customer is relieved of only partial responsibility for increased water consumption if certain conditions are met, none of which are applicable in this case.

Most time was spent in the hearing addressing whether the customer’s dispute carried over to subsequent billing periods after April 2019. No evidence exists that the customer ever contacted DC Water to dispute another bill other than the April 19, 2019 Bill Summary. Counsel for the property owner asserted that DC Water waived its rule pertaining to a time limit during which a customer must dispute bill charges. The argument seems to be based upon an implied waiver of the rule because the utility’s investigation of the dispute extended over several months. DC Water never explicitly waived its claim processing rule and the Hearing Officer finds no basis to rule that the utility’s actions implied a waiver of the rule. Even in the Investigation Report dated February 4, 2020, the utility identified the 4/19/2019 bill as being in dispute and that the dispute amount was \$423.96.

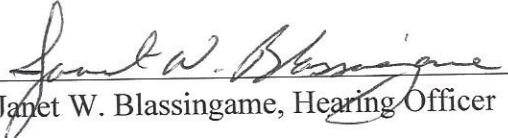
With respect to the utility failing to find the toilet leak in May 2019, 21 DCMR 408 dictates that in cases in which all checks and tests result in inconclusive findings that provide no reasonable explanation for excessive consumption, no adjustment shall be made to the bill for any portion of the excessive consumption. In this case, the meter was functioning, the meter

reads were accurate and no leaks were found. As such, DC Water does not adjust the customer's account for increased water consumption.

21 DCMR 406 states that DC Water does not adjust a customer's bill when excessive water consumption is the result of a faulty faucet or household fixture, such as a toilet. The Hearing Officer has no way of determining if, in fact, the toilet leak was the original culprit causing the increased water usage, however, the faulty toilet was ultimately found by DC Water and when fixed by a plumber, the increased water usage resolved and the customer's usage is now normal.


Under both 21 DCMR 406 and 21 DCMR 408, the customer is responsible for payment of the charges.

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: Dec. 29, 2020

Copies to:

  
Farragut Street, NW  
Washington, DC

Mr. Juan Vega  
3412 13<sup>th</sup> Street, NW  
Washington, DC 20010

Grace Suderberg, Esq.  
Office of the People's Counsel  
1133 15<sup>th</sup> Street, NW, Suite 500  
Washington, DC 20005-2710

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

IN RE: [REDACTED]  
[REDACTED] Chesapeake Street, NW  
Washington, DC 20008

Account No: [REDACTED]  
Case No: 20-565367

Amount in Dispute: \$ 1,103.60

Before Janet W. Blassingame, Hearing Officer  
November 4, 2020 at 10:00 a.m.

The customer contested a water and sewer bill for the period of time April 3, 2020 to May 4, 2020. The DC Water and Sewer Authority (DC Water) investigated and determined that the charges for the period were valid and no basis existed to adjust the account. The customer requested an administrative hearing.

This matter was scheduled for a remote hearing on November 4, 2020. Present on-line for the hearing were Arlene Andrews and Kimberly Arrington, both on behalf of DC Water. The customer was afforded a 30-minute grace period but when he failed to come on-line for the hearing, a phone call was made to him. The customer answered his phone and informed the DC Water representative that he had failed to read his email from DC Water advising of the hearing date and call-in procedure and he was unavailable for the hearing because he was in class, but he was available for the hearing on the next day. DC Water had no objection to a short continuance of this matter and, as such, this matter was re-scheduled for hearing on November 5, 2020 at Noon.

On November 5, 2020, [REDACTED] was present on-line for the hearing, as were, Arlene Andrews and Kimberly Arrington, on behalf of DC Water.

The property involved a single-family residence rented by [REDACTED] along with two (2) other people. The house has two and one-half (2 ½) bathrooms plus a stand-alone toilet, one kitchen, a dishwasher, a washing machine, radiators and one outside faucet. The tenants have rented the house since August 2019 and the water and sewer bills have ranged between Two Hundred Dollars (\$200.00) and Two Hundred Fifty Dollars (\$250.00) per billing cycle.

[REDACTED] asserted that this dispute is a covid-19 issue and but for the pandemic, high water usage would not have occurred at the property. [REDACTED] explained that all of the tenants are students at American University and that their classes were cancelled the second week of March 2020 due to covid-19. He stated that one of the tenants went back home and that tenant had occupied the master bedroom in the house and had exclusive use of the master bathroom. [REDACTED] stated that in addition to the tenant who occupied the master bedroom suite, he lived on the 2<sup>nd</sup> floor, and one tenant lived on the first floor. He stated that no one occupied the



basement of the house. He explained that the student who went home lived on the right side of the second floor; that he [REDACTED] lived on the left side of the second floor and shared the first-floor bathroom with the student who lived on the first floor. He stated that neither he nor the other student remaining in the house after their classes were cancelled had occasion to use or go into the master bedroom bathroom.

[REDACTED] stated that, on May 15, 2020, his landlord sent a text message to all of the tenants that the water and sewer bill was Eleven Hundred Dollars (\$1,100.00). [REDACTED] stated that a plumber was hired and the plumber found a toilet issue in the master bedroom bathroom. [REDACTED] stated that he has learned that DC Water sent six (6) high usage alert messages but the messages were sent to the wrong property management company. [REDACTED] stated that the property manager for the property changed five (5) or six (6) years ago.

[REDACTED] complained that DC Water was contacted on May 15, 2020 about the charges and the utility did not complete its investigation until June 6, 2020. He asserted that the utility took too long to investigate the bill dispute. [REDACTED] also stated that emails to him from DC Water went into his spam folder.

[REDACTED] asserted that DC Water should accept that the repair was made as soon as the customers were aware of the issue and that he has attempted on numerous times to resolve the issue with the utility.

Ms. Andrews stated that the charges are based upon automated reads sent by a transmittal unit every hour. She stated that the water meter only advances when water is being used. She declared that there are no misreads on an automated water meter.

Ms. Andrews stated that a plumber found a toilet leak at the property on May 16, 2020. She stated that no underground inspection by DC Water was needed because the water usage went down and by the nature of underground leaks, such a leak would not have declined without repair.

Ms. Andrews stated that DC Water sent the high usage alert notices (HUNA) to the email address on-file with the utility by the customer/property owner.

Ms. Andrews asserted that, pursuant to 21 DCMR 406, excessive water consumption caused by a leak is not adjusted by DC Water. She informed [REDACTED] that the DC Department of Environment and Energy may provide assistance to him to help with payment of the water and sewer bill.

[REDACTED] argued that DC Water should assume liability for the water leak and resulting excessive charge. He stated that his lease did not assign specific bedrooms to each tenant so they are jointly responsible for the utility bill. He complained that DC Water did not send a letter to the property advising them of the high-water usage occurring at the property.

██████████ asserted that pursuant to a Customer Bill of Rights, he is entitled to a fifty percent (50%) adjustment for leaks. Ms. Andrews responded that ██████████ is referencing regulations relating to leaks not visible to the naked eye and underground leaks, neither of which is applicable in this case. She added that DC Water did send HUNA alerts to the customer and the utility received no response back. Ms. Andrews stated that the utility assumes that the customer knew of the problem. She pointed out that the bill statement was dated 5/6/2020 and that the customer called the utility on May 15, 2020.

██████████ argues that DC Water was negligent in its handling of this matter because he had to call the utility numerous times before he got a hearing regarding his dispute. Ms. Andrews responded that this matter was originally scheduled for hearing on September 22, 2020 and that the hearing notice was sent to the owner who, in turn, indicated to the utility that the tenant would appear for the hearing.

██████████ declared that DC Water failed to promptly notice the tenants of the high-water usage problem at the property. He asserted that the problem was due to covid-19 and that DC Water ignored customer claims, ignored his case as covid-19 induced and that DC Water was putting its company's interest over customer satisfaction. He asserted that the utility had handled his dispute poorly in a crisis.

Ms. Andrews acknowledged that the leak in the home did occur during the Pandemic, but she pointed out that the regulations under which DC Water is governed do not allow adjustment of a customer's account for high usage caused by a leak.

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

#### FINDINGS OF FACT

1. The property involve is a single-family residence rented by Joshua Miller along with two (2) other people, all of whom are students at American University. (Testimony of ██████████)
2. The period in dispute is April 3, 2020 to May 4, 2020. (Testimony of the parties)
3. There was a toilet leak in the master bedroom bathroom. (Testimony of the parties)
4. The tenants were unaware of the toilet leak because: the person who used the master bedroom bathroom had gone home after the university cancelled classed due to the covid-19 pandemic; because the remaining tenants did not used the master bedroom bathroom; because HUNA alerts from DC Water were sent to the on-file email address of a management company which had ceased managing the property. (Testimony of ██████████)
5. After receipt of the DC Water bill which reflected high usage and a charge of \$1,100.00, the landlord contacted the tenants by text message. (Testimony of ██████████)
6. Once the landlord and tenants became aware of something being amiss at the property, a

plumber was hired and the toilet problem was found and corrected. (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. The repair of leaking faucets, household fixtures and similar leaks, and the repair of malfunctioning water-cooled air conditioning equipment, are the responsibility of the owner or occupant. (21 DCMR 406)

### DECISION

The customer failed to establish a prima facie case that the bill dispute was wrong or for some other reason he and his housemates and/or the property owner should not be responsible for payment of the charges.

[REDACTED] asserted that DC Water should absorb the cost of the excessive water used at the property because the usage occurred during the covid-19 pandemic and, but for the pandemic, his housemate would have remained in the house and, by [REDACTED]'s logic, either the tenants would have known of the toilet leak and the repair would have been made sooner rather than after the bill was sent by the utility because the bathroom toilet would have been used during the period at issue. [REDACTED] accepts no liability for the excessive water usage and he argued that the utility had failed to provide good customer service to him because a letter was not sent to the property advising of the high-water usage occurring at the property and because of the length of time he had to wait for an administrative hearing regarding his dispute.

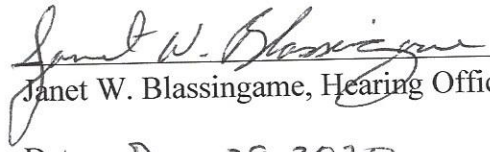
Nothing that the customer asserts and argues relieves him of liability for the charges. The testimony and evidence established that there was a toilet leak at the residence and pursuant to 21 DCMR 406, DC Water does not adjust a customer's account for excessive water usage caused by a leak or household fixture, such as a toilet.

DC Water sent numerous HUNA alerts to the email address in its file for the customer to alert the customer of high usage occurring at the property. It is the responsibility of the customer, the property owner or the management company to ensure that DC Water has updated contact information. When the owner changed the management company overseeing the property, either the new management company or property owner, whichever one was responsible regarding the water and sewer account, failed and/or neglected to update the account with the utility. No fault rests with the utility, especially, since the HUNA emails sent were received and the recipient did not contact the utility to update the account or otherwise indicate that the emails were going to the wrong party. Likewise, DC Water has no part in a property lease between the tenants and property owner and the utility is not involved in decisions as to bathroom assignments and usage or what happens within a property if a tenant leaves for whatever reason.

With respect to hearing delay, this matter was scheduled for hearing within two (2) months (September 2020) of receipt of the dispute and rescheduled after the property owner indicated that the tenants were responsible and would attend the hearing as opposed to the property owner. The hearing was rescheduled to accommodate the tenants. [REDACTED] admitted that he did not check his emails or spam account to know when the hearing in this matter was scheduled.

Lastly, DC Water is not responsible for the pandemic or for the closing of a university or for a household leak that occurs during a pandemic.

Neither the fault nor the liability for excessive water usage at the property rests with DC Water and, as such, the Hearing Officer holds that DC Water's determination that the charges are valid and no basis exists for adjusting the customer's account was proper and, the same is AFFIRMED.

  
Janet W. Blassingame, Hearing Officer  
Date: Dec. 29, 2020

Copy to:

[REDACTED]  
[REDACTED] Chesapeake Street, NW  
Washington, DC 20008

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

IN RE: 1323 Girard St Condominium  
c/o Roost DC  
1508 U Street, NW  
Washington, DC 20009

Service Address:  
[REDACTED] Girard Street, NW

Account No: [REDACTED]  
Case No: 20-644019

Amount in Dispute: \$4,488.69

Before Janet W. Blassingame, Hearing Officer  
November 10, 2020 at Noon

The customer contested water and sewer bills for the above account for the period of time February 29, 2020 to June 22, 2020. The DC Water and Sewer Authority (DC Water) investigated the water and sewer charges and determined that an adjustment to the account was not warranted. The customer appealed DC Water's decision and requested an administrative hearing.

This matter was scheduled for a remote hearing on November 10, 2020. Present for on-line for hearing were: Steve Swartz, President, 1323 Girard St Condominium; Maria Tiarks, Board Member, 1323 Girard St Condominium; James Stokes, Treasurer, 1323 Girard St Condominium; Arlene Andrews, DC Water; and, Kimberly Arrington, DC Water.

The property involved is an eight (8) unit condominium building. Each unit has one kitchen and two (2) bathrooms, a washing machine and a dishwasher. The building has two (2) outside faucets. The building is self-managed by the condominium owners and there is a of a three (3) member Condo Board. The condominium was established in year 2012. One meter monitors water usage for the entire building. The water and sewer bills have averaged \$490.00 per billing cycle. Ms. Tiarks stated that the condominium does utilize a management company but only for bill payment.

Ms. Tiarks stated that high water usage started at the building when all of the residents started working from home due to the COVID-19 pandemic. She stated that each unit is occupied by one or two people. She stated that there have been no reports of plumbing problems from the owners and no repairs have been performed. She stated that each owner self-inspects her/his unit.

Mr. Stokes asserted that he would have noticed any water leak or standing water visible

to the eye and he did not see any water damage.

Ms. Tiarks stated that she reviewed the condominium's water usage from year 2019 to June 2020 and it appears that One Thousand Dollars (\$1,000.00) has been incurred each cycle. She stated that the water usage had been consistent and it returned to normal in July 2020 and has remained normal. She complains that DC Water did not inform them that they did not have to pay a bill amount in dispute. She stated that she initially thought that the increased usage was due to the pandemic.

Ms. Andrews stated that the meter reads from the property are accurate and are transmitted by a MTU device every hour. She stated that the force of water going through the water meter turns the meter dials. She asserted that there are no misreads of an automated device. Ms. Andrews stated that the meter was tested and determined to have 99.87% accuracy. She stated that DC Water follows the standard set by the American Water Works Association which has established that water meter accuracy is 98.5% to 101.5%.

Ms. Andrews stated that the property is a multi-family building and, as such, the customer was told to hire a plumber to inspect the property for water issues.

Ms. Andrews stated that DC Water rules out the existence of an underground leak because water usage decreased at the property.

Ms. Andrews suggested that the high-water usage alert notification be reduced for faster notification going out to the customer when high usage is occurring at the property. She concluded that the high-water usage was internally controlled at the property. Ms. Arrington added that water usage at the property returned to normal before DC Water changed out the water meter. She also pointed out that the bill dispute process is outlined on the back of each water and sewer bill.

Mr. Swartz stated that there had been no construction work done.

Ms. Arrington explained that DC Water pulls the water meter at a property whenever there is a bill dispute being investigated by the utility. She stated that the meter is removed in order for an accuracy testing of the meter.

Ms. Andrew inserted that the utility suggests that customers hire a plumber because sometimes leaks cannot be seen. She cautioned that when high usage is caused by something such as flush mechanism what happened before can happen again causing high usage to re-occur.

Ms. Tiarks stated that she does not believe that the Covid-19 pandemic was the entire cause of high-water usage occurring at the property.

Ms. Andrews asserted that the investigation by DC Water showed no overread of the water meter nor doubtful registration of the water meter. Ms. Andrews pointed out that 21

DCMR 408.1 instructs that when all tests and checks are inconclusive regarding the cause of increased usage, DC Water does not adjust a customer's account for excessive water usage.

Ms. Tiarks stated that the water bill in dispute has already been paid.

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

1. The property involved is a eight (8) unit condominium building. (Testimony of Maria Tiarks)
2. The period in dispute is February 19, 2020 to June 22, 2020. (Testimony of the parties)
3. Due to Covid-19, the condo owners, all, started working from home and water usage at the property significantly increased. (Testimony of Maria Tiarks)
4. When the Condo Board members noticed that increased water usage was occurring at the building, all owners were asked to inspect their units for water leaks and water issues; no owners reported finding any water issues within their units. (Testimony of Maria Tiarks)
5. The Condo Board President, Mr. Swartz, also, inspected the property and he did not notice any visible signs of water leaks and/or water damage. (Testimony of Steve Swartz)
6. No repairs were performed at the building regarding water. (Testimony of Maria Tiarks)
7. Water usage at the property returned to within normal range in July 2020. (Testimony of Maria Tiarks)
8. When Ms. Tiarks reviewed that water bill payment history of the condominium, she observed that the usage increase at the property started before the outbreak of the Covid-10 pandemic and that observation, leads her to believed that the pandemic was not the sole cause of increased water consumption occurring at the property. (Testimony of Maria Tiarks)
9. DC Water tested that the water meter and the meter was determined to have 99.87% accuracy. (Testimony of Arlene Andrews)
10. DC Water ruled out the existence of an underground leaks as a possible cause of increased water consumption at the property because usage declined without necessity of repairs being performed and the nature of an underground leak is such that repair must be done before and in order for such a leak to decline/stop. (Testimony of Arlene Andrews)
11. DC Water does not conduct interior inspections of multi-family properties and, as such, the customer was told to hire a plumber to inspect the property. (Testimony of Arlene Andrews)
12. DC Water's investigation of the bill dispute revealed no evidence of meter overread or doubtful registration on the meter. (Testimony of Arlene Andrews)

#### 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 customers in this matter failed to show that more likely than not the bills being disputed were wrong or for some other reason, the customers should not have to the bill as charged.

The testimony was that, before reviewing the bill payment history of the condominium, the assumption was that the increased water consumption was due to all of the property owners working from home because of the Covid-19 outbreak in the City but that, after observing that the bills pre-pandemic had been high, the assumption changed to Covid-19 and at-home working not having been the sole cause of the increased water usage. The customer stated that each property owner self-inspected his/her unit and no water issues were detected and the Condo Board President, also, conducted an inspection of the building and observed nothing amiss. There was no testimony that the Condo Board authorized the hiring of a plumber to inspect the property for water issues or that a plumber inspected the units and property for water issues. The testimony was, however, that DC Water had told the customers to hire a plumber because the utility does not provide interior inspections of multi-family buildings.

DC Water presented testimony of the testing of the water meter and that the meter was functioning within appropriate range of accuracy, as well as, that during its investigation, it

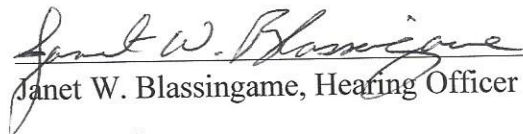


found no evidence of meter overread or doubtful registration. The utility, further, provided explanation as to why the increased water consumption was not due to the existence of an underground leak.

Pursuant to the DC Municipal Regulations, the burden of proof rests upon the customer to show by a preponderance of the evidence that DC Water's determination that the bills are correct and payable, was wrong. (See, 21 DCMR 420.7 and 420.8)

While the customers stated that they and their fellow condo owners self-inspected their units for leaks, DC Water showed the accuracy of the water meter and, through its investigation, it was able to rule out the existence of an underground leak, meter overread and doubtful registration, thus, showing that its billing was accurate. If the customers had a plumber's report reflecting inspection of the property, interior and exterior, and a finding that nothing was wrong, the customer's weight of evidence would have been stronger. DC Water explained, during the hearing, that some causes of increased water usage are not visible or easily detected and for that reason, it suggests that customers hire a plumber. In this case, where the property involved is a multi-family building and DC Water does not provide interior inspections of multi-family buildings and the property owners did not hire a plumber, the weight of the evidence that nothing was amiss on DC Water's part, surpasses the customers testimony that their self-inspections revealed no water issues.

Accordingly, the determination of DC Water that the charges are valid and no basis exists for adjusting the customer's account was proper and, the same is AFFIRMED.

  
Janet W. Blassingame, Hearing Officer

Date: Dec. 29, 2020

Copy to:

1323 Girard St. Condominium  
c/o Roost DC  
1508 U Street, NW  
Washington, DC 20009

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

IN RE: [REDACTED]

[REDACTED] 7<sup>th</sup> Street, NW  
Washington, DC 20002

Account No: [REDACTED]

Case No: 20-673564

Amount in Dispute: \$ 751.62

Before Janet W. Blassingame, Hearing Officer  
November 12, 2020 at 10:00 a.m.

The customer contested a water and sewer bill for the period of time June 4, 2020 to July 8, 2020. The DC Water and Sewer Authority (DC Water) investigated and determined that the charges for the period were valid and no basis existed to adjust the account. The customer requested an administrative hearing.

This matter was scheduled for a remote hearing on November 12, 2020. Present on-line for the hearing were Arlene Andrews and Kimberly Arrington. The customer was afforded a 30-minute grace period and when he failed to call-in or sign-in for the remote hearing, prior to dismissing for failure to appear, Ms. Arrington telephoned the customer. [REDACTED] answered the telephone and indicated that he had not seen anything from DC Water confirming the date and time of hearing. [REDACTED] indicated that he would call-in. When the customer's call failed to come-in for connection for the hearing, Ms. Andrews telephoned the customer and she was able to plug the customer in for participation in the hearing and [REDACTED] joined the hearing.

The property involved is a single-family residence having three (3) bathrooms, two (2) kitchens, radiators, two (2) dishwashers, one washing machine and two (2) outside faucets. [REDACTED] stated that he and his family have lived in the home for the past fifteen (15) years. The water and sewer bill ranged between \$78.00 and \$117.00 per billing period; [REDACTED] stated that his bill never exceeded \$120.00 in a billing cycle.

The customer stated that when he received the bill at issue, he called DC Water to say that the bill was too much and that he thought something was wrong with the water meter. [REDACTED] testified that he checked in and around his house and he saw no leaks or standing water and, as such, concluded that nothing was wrong. He stated that he asked DC Water to check his house for leaks but that he was told that the utility would send him a petition to request an administrative hearing.

[REDACTED] testified that he had a plumber come out to the property on July 15, 2020 and that the plumber changed out the toilet because it was old and installed a new toilet. The customer asserted that nothing was wrong with the old toilet, just that it was old, and he did not

think that the old toilet was leaking.

Ms. Andrews interjected that the customer's August 2020 bill statement was in the amount of \$126.26 whereas, the customer's bill in June 2020 was \$266.17 and in May 2020 the bill was \$188.94.

██████████ asserted and maintained that the toilet change had nothing to do with the high-water consumption that occurred at this property.

Ms. Andrews testified that the meter reads are actual. She explained that the meter reads are transmitted, on an hourly basis, from the property by a meter transmission unit (MTU) and that the utility bases its billing upon the transmitted reads. Ms. Andrews asserted that there are no misreads on an automated water meter.

Ms. Andrews testified that DC Water tested the water meter and the meter was determined to have 99.19% accuracy. She stated that the utility follows that standard set by the American Water Works Association that water meter accuracy is 98.5% to 101.5%.

Ms. Andrews stated that DC Water made telephone calls of high usage water alerts (HUNA) to the customer on 6/14/2020 and 7/15/2020. She stated that the customer responded to DC Water, by phone, on 7/15/2020 stating that he would check for leaks but that he had been watering his garden. Ms. Andrews testified that the customer called DC Water on 7/31/2020 and stated that a plumber had been out to the property two (2) weeks ago.

Ms. Andrews testified that the spike in water usage at the property started in June 2020 and that the HUNA alert on June 14<sup>th</sup> was for the period 6/9/2020 to 6/12/2020. She stated that usage cycle at the property was that water was running for a few hours and then stopping. As example, she stated that on 6/12/2020 at 10:00 pm the water was stopped but the water started running at Midnight on 6/13/2020 and did not stop until 2:00 am; on 6/13/2020 at 7:00 am, the water started running and ran until 6/14/2020 at Midnight. Ms. Andrews stated that the longest sustained period of water running in the home was 6/15/2020 to 6/24/2020 when water would run then stop for a few hours and restart again. She stated that water at the property started continuously running on 6/27/2020 and ran until 6/29/2020. Ms. Andrews, then, countered her own testimony and stated that she had made a mistake in her examples of water usage at the property and that the examples were for another address. Ms. Andrews, then, stated that at the customer's property, there was water usage continuously from 8:00 am on 6/9/2020 to Noon when usage stopped for 2 hours and then, the water ran from 2:00 pm to 11:00 pm. Ms. Andrews stated that water ran continuously was 3 hours then stopped, stopped, then re-started running between 9:00 pm and 9:00 pm and ran continuously until 7:00 pm on 6/11/2020. She stated that the water didn't run for 5 hours on 6/11/2020 but started running between 11:00 pm and Midnight on 6/12/2020 and ran until 5:00 am. Ms. Andrews stated that this on-again/off-again pattern of water usage continued until 7/15/2020 at 0:00 pm when the customer's water usage started to decline because the periods of water not being used started to be longer.

Ms. Andrews stated that due to the Covid-19 pandemic, DC Water is not sending its service technicians inside people's homes; she suggested that the customer hire a plumber.

Ms. Andrews stated that the utility ruled out the existence of an underground leak because the water usage decreased and, as such, it appeared to be controlled at the premises.

Ms. Andrews stated that DC Water investigated the disputed charges and found no overread of the water meter. She stated that it was the utility's conclusion that the findings of its investigation were inconclusive because the cause of the increased usage was not found.

██████████ reiterated his denial of using the amount of water charged. Ms. Andrews stated that the customer can contact DC Department of Energy and Environment which has available funds to citizens affected by the pandemic in the payment of utility bills.

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

#### FINDINGS OF FACT

1. The property involved is a residence owned and occupied by ██████████ and his family. (Testimony of ██████████)
2. The period in dispute is 6/4/2020 to 7/6/2020. (Testimony of the parties)
3. There was a significant increase in recorded water usage at the property starting in June 2020 and continuing until July 15, 2020. (Testimony of Arlene Andrews)
4. DC Water telephoned the customer on June 4, 2020 and again on July 15, 2020, alerting of high-water usage occurring at the property. (Testimony of Arlene Andrews)
5. DC Water tested that water meter and the meter was determined to have 99.19% accuracy. (Testimony of Arlene Andrews)
6. The utility ruled out the existence of an underground leak as a cause of the increased water usage occurring at the property because the usage decreased without necessity of repair and seemed to be controlled at the premises. (Testimony of Arlene Andrews)
7. DC Water suspended all interior inspections by its service technicians due to the Covid-19 pandemic and the utility recommended that the customer hire a plumber to inspect his property. (Testimony of Arlene Andrews)
8. The customer hired a plumber who changed a toilet in the house. (Testimony of ██████████)
9. The plumber was at the property in mid-July 2020. (Testimony of ██████████)
10. The customer's August 2020 bill was significantly lower than the bill in dispute which was received by him in July 2020. (Testimony of Arlene Andrews)
11. The customer maintains that the toilet change had nothing to do with increased water consumption at the property. (Testimony of ██████████)

#### 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.")
4. The repair of leaking faucets, household fixtures and similar leaks, and the repair of malfunctioning water-cooled air conditioning equipment, are the responsibility of the owner or occupant. (21 DCMR 406)

### DECISION

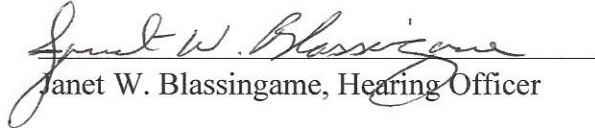
The customer in this matter failed to show that more likely than not the bills being disputed were wrong or for some other reason, the customer should not have to the bill as charged.

DC Water tested the water meter at the property and the meter was registering water usage accurately. The utility ruled out the existence of an underground leak as a possible cause of the high usage. Additionally, DC Water established that there was a pattern of on-again/off-again continuous running of water at the property for approximately six (6) weeks encompassing the period in dispute. The utility telephoned the customer to alert him of what was occurring at his property and the customer was advised to hire a plumber because due to the Covid-19 pandemic the utility was not providing interior inspections of its customers' residences. The customer testified that he hired a plumber and a toilet was changed. The customer maintained that the toilet was old as the reason for the change-out and nothing was wrong with the toilet and

the toilet was responsible for increased water usage at the home. However, based upon when the customer testified that the plumber was at his home- 2 weeks prior to his call to DC Water on July 31, 2020, and, the significantly lower bill for water usage received by the customer in August 2020, the Hearing Officer does not find that the customer's assertion is supported by the facts and, to the contrary, based upon the evidence and testimony presented, it is more likely than not, the toilet was the culprit causing increased water consumption at the property.



Two (2) municipal regulations are significant and controlling in this case. First, pursuant to 21 DCMR 406, DC Water does not adjust a customer's account for increased water usage caused by a fixture such as a toilet. Second, pursuant to 21 DCMR 408, when the utility has conducted its investigation in a bill dispute and all tests and checks are inconclusive as to the cause of increased water usage, the utility cannot adjust a customer's account of the increased water usage.

Accordingly, DC Water's determination that the charges are valid and no basis exists for adjusting the customer's account was proper and, the same is AFFIRMED.

  
Janet W. Blassingame, Hearing Officer

Date: Dec. 29, 2020

Copy to:

  
 7<sup>th</sup> Street, NW  
Washington, DC 20012

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

IN RE: [REDACTED]  
[REDACTED] 7<sup>th</sup> Street, NE  
Washington, DC 20002

Account No: [REDACTED]  
Case No: 20-645428

Amount in Dispute: \$ 715.44

Before Janet W. Blassingame, Hearing Officer  
November 12, 2020 at 12:00 Noon

MEMORANDUM OF SETTLEMENT AND ACCORD  
AND DISMISSAL

The customer contested a water and sewer bill for the period of time June 4, 2020 to July 6, 2020. The DC Water and Sewer Authority (DC Water) investigated and determined that the charges for the period were valid and no basis existed to adjust the account. The customer requested an administrative hearing.

This matter was scheduled for a remote hearing on November 12, 2020. Present on-line for the hearing were [REDACTED] and [REDACTED] the property owners, as well as, Arlene Andrews and Kimberly Arrington, on behalf of DC Water.

The property involved is a townhouse with a basement unit. The basement unit has one bathroom, one kitchen and a washing machine. The main house has two and one-half (2 ½) bathrooms, a washing machine, a dishwasher, and one kitchen. There is one outside faucet and one water meter. The owners purchased the property in October 2019 and state that the basement unit was not occupied during the period in issue. The water and sewer bill has approximated One Hundred Fifty Dollars (\$150.00) per billing cycle.

[REDACTED] testified that a leak was found at the property before the owners received the bill from DC Water and the leak was repaired. [REDACTED] stated that the leak was inside a wall and not visible to the eye. She stated that they only discovered the leak when the outside faucet was used. [REDACTED] described the leak as water going under the basement flooring. She stated that Off-Service Master was called and ultimately Twenty-seven thousand Dollars (\$27,000.00) of damage was caused by the leak in the basement of the property.

[REDACTED] show a picture reflecting where the outside faucet was located on the house.

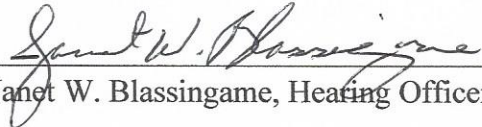
The Hearing Officer interrupted the testimony and explained to the parties that the plumbing evidence sent into DC Water did correspond with their testimony because it failed to indicate the location of the leak and that the leak was not visible to the naked eye. Both owners indicated that they had such documentation and that they submit the same to DC Water. The

Hearing Officer asked Ms. Andrews whether or not DC Water would allow the customers to submit documents supporting their testimony. Ms. Andrews stated that DC Water would agree to a continuance of fifteen (15) days to allow the customers to submit their documentation. Ms. Andrews stated that the disputed charges would remain tolled. The parties agreed that if the documentation to come supported the testimony of the owners, DC Water would consider an abatement of the charges. Both the Hearing Officer and Ms. Andrews explained to the customers that pursuant to a municipal regulation (21 DCMR 407) under appropriate circumstances if the leak was in a location not apparent from visual inspection, DC Water may adjust the customers' bill for the period during which the leak occurred by an amount not to exceed 50% of the excess water usage over the average consumption at the property. It was agreed that, if appropriate after review of the customers' documents, DC Water would adjust the account and this matter would be noted resolved. The parties agreed that if the account was not adjusted, the Hearing Officer would be so informed and the owners' dispute would be rescheduled for hearing.


The aftermath of this matter is that the owners did submit on November 17, 2020 to DC Water pictures showing that the leak was inside of a wall. The owners further submitted a plumber's invoice (Priority#1 Sewer & Drain Service) which described the leak as inside of the wall.

DC Water informed the Hearing Officer, as follows: that it reviewed the plumbers report and determine a regulatory adjustment was warranted for billing period 06/04/2020 to 07/06/2020 49.80. The regulatory adjustment resulted in a deduction of \$466.87 20.68 CCFS water and 41.35 CCFS sewer charges. The adjustment has been applied to bill date 12/04/2020. The customer was sent an email on 11/19/20 notifying her of the adjustment.

Based upon the foregoing, it appearing that the customers submitted documentation supporting their testimony that the excess water usage was the result of a leak not visible to the eye and it, further, appearing, that DC Water has adjusted the customers' account, the dispute appears resolved. As such, this matter is declared SETTLED and DISMISSED.

  
\_\_\_\_\_  
Janet W. Blessingame, Hearing Officer  
Date: Dec. 29, 2020

Copy to:

  
7<sup>th</sup> Street, NE  
Washington, DC 20002



BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

DEPARTMENT OF CUSTOMER SERVICES

IN RE: Aminta LLC  
3809 7<sup>th</sup> Street  
S. Arlington, VA 2204

Service Address:  
[REDACTED] Pennsylvania Ave. SE  
Washington, DC 20002

Account No: [REDACTED]

Amount in Dispute: \$595.97

Billing Date: November 26, 2019  
Period in Dispute: 10/18/2019 to 11/19/2019

ORDER

This matter comes before the Hearing Officer upon a Motion to Dismiss Administrative Hearing Petition by the District of Columbia Water and Sewer Authority (DC Water). The Hearing Officer has reviewed the customer's Administrative Hearing Petition and considered the allegations and exhibits of the motion. Based upon the foregoing, the Hearing Officer finds that the customer has failed to timely dispute the bill charges and the customer has failed to file a timely hearing demand and, as such, the Motion to Dismiss Administrative Hearing Petition should be and hereby is GRANTED.

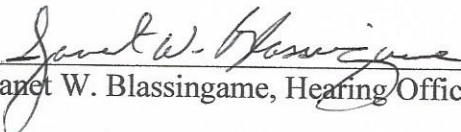
Based upon the record submitted to the Hearing Officer, the water and sewer bill disputed by the customer is dated 11/26/2019. Assuming that the bill was promptly mailed not later than the next business day of its date and granting three (3) days for mail service, the customer had to dispute the bill by 12/13/2019 and according to the record, the customer contacted DC Water regarding the bill on 1/9/2020. As pointed out by counsel for DC Water, DC Municipal Regulations required that all bill disputes be made in writing within ten (10) working days of the bill date. 21 DCMR §402.2 (2019) (amended July 2020 to a 30-day deadline)

In this case, the time for challenging the bill had expired by the time the customer called DC Water on January 9, 2020 to dispute the bill. The customer, also, failed to timely petition for a hearing.

DC Water sent the customer a letter and Investigative Report dated February 25, 2020 in which the utility determined that the dispute was untimely. The customer was informed in the letter of the right to appeal within fifteen (15) day of the date of the letter. The customer's Administrative Hearing Petition was received March 24, 2020. To have made a timely request for administrative hearing, the customer must have done so by March 16, 2020. As such, the customer's request for an administrative hearing was not timely made. 21 DCMR §412.2 establishes that a customer must file a request for administrative hearing within 15 calendar days of the utility's decision.

DC Water does not waive its time limits for bill dispute challenges.

Accordingly, the Motion To Dismiss Administrative Hearing Petition is hereby GRANTED.

  
\_\_\_\_\_  
Janet W. Blessingame, Hearing Officer  
Date: Dec. 29, 2020

Copies to:

Aminta LLC  
3809 7<sup>th</sup> Street  
S. Arlington, VA 22204

Kelly J. Fisher, Assistant General Counsel  
DC Water and Sewer Authority  
1385 Canal Street, SE  
Washington, DC 20003

BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

DEPARTMENT OF CUSTOMER SERVICES

IN RE: [REDACTED]  
[REDACTED] South Street, NW  
Washington, DC 20007

Account No: [REDACTED]

Amount in Dispute: \$ 669.47  
Billing Date: June 10, 2020  
Period in Dispute: 5/8/2020 to 6/3/2020

ORDER

This matter comes before the Hearing Officer upon a Motion to Dismiss Administrative Hearing Petition by the District of Columbia Water and Sewer Authority (DC Water). The Hearing Officer has reviewed the customer's Administrative Hearing Petition and considered the allegations and exhibits of the motion. Based upon the foregoing, the Hearing Officer finds that the customer has failed to timely dispute the bill charges and, as such, the Motion to Dismiss Administrative Hearing Petition should be and hereby is GRANTED.

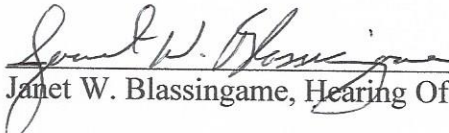
Based upon the record submitted to the Hearing Officer, the water and sewer bill disputed by the customer is dated June 10, 2020. The customer was enrolled in auto pay and the bill was paid. According to the record, the customer contacted DC Water regarding the bill on August 11, 2020. As pointed out by counsel for DC Water, DC Municipal Regulations required that all bill disputes be made in writing within thirty (30) calendar days of the bill date. 21 DCMR §402.1 (a) (amended July 2020 to a 30-day deadline)

In this case, the time for challenging the bill had expired by the time the customer called DC Water on August 11, 2020 to dispute the bill. In the customer's Attachments to his Administrative Hearing Petition, the customer writes "I left DC to return to Florida on February 6, 2020 and returned to Washington on July 10, 2020. All payments to DC Water are on auto pay


and I generally do not check them until I return to Washington for summer. My return was delayed this year due to the pandemic. As such, a timely protest was not made...”

21 DCMR 401(a) is a claim processing rule aimed to speed and facilitate resolution of bill disputes; it is not a jurisdictional bar to untimely disputes, however, in this case, DC Water has not waived its time limit for dispute of the bill charges at issue. Moreover, the customer acknowledges that his dispute of the charges was not timely made.

Accordingly, the Motion To Dismiss Administrative Hearing Petition is hereby  
GRANTED.

  
\_\_\_\_\_  
Janet W. Blassingame, Hearing Officer  
Date: Dec. 29, 2020

Copies to:

  
South Street, NW  
Washington, DC 20007

Nat N. Polito, Esq.  
1776 K Street, NW, Suite 200  
Washington, DC 20006

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

IN RE: [REDACTED]

[REDACTED] Kenyon Street, NW  
Washington, DC 20010

Account No: [REDACTED]  
Case No: 20-644162

Amount in Dispute: \$604.15

Before Janet W. Blassingame, Hearing Officer  
November 10, 2020 at 10:00 a.m.

CORRECTED  
ORDER OF DEFAULT

The customer contested a water and sewer bill for the above account for the period of time May 12, 2020 to June 9, 2020. The DC Water and Sewer Authority (DC Water) investigated the water and sewer charges and determined that an adjustment to the account was not warranted. The customer appealed DC Water's decision and requested an administrative hearing.

This matter was scheduled for a remote hearing on November 10, 2020. Present on-line for the hearing were Arlene Andrews and Kimberly Arrington, both on behalf of DC Water.

The customer was afforded a thirty (30) minute grace period and although the hearing was delayed until 10:30 a.m., the customer failed to join on-line for the hearing or to call-in for the hearing. The customer was given specific instructions as to procedure and access for the hearing, as well as, contact information in the case of any difficulty in assessing the remote hearing. The Notice of Hearing advised the customer that "Failure to appear at your scheduled hearing may result in a default judgment being entered against you." (See, 21 DCMR 415.3) Additionally, the Hearing Officer requested DC Water's representative to telephone the customer prior to concluding the hearing and the phone call was unanswered. As such, based upon customer's failure to appear or to request in advance that the hearing be postponed, a default judgment is entered against the customer and the determination that the bill is valid is affirmed.

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

Date: Dec 30, 2020

Copy to:

[REDACTED]  
Kenyon Street, NW  
Washington, DC 20010