BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

DEPARTMENT OF CUSTOMER SERVICES

IN RE: [redacted]
[redacted] Gainesville Street, SE
Washington, DC 20020

Account No: [redacted]
Case No: 21-507098

25 Consecutive Petitions in dispute:
Dates in Dispute- 6/27/2019 to 7/27/2021
Total amount in dispute- $3,391.21

Before Janet W. Blassingame, Hearing Officer
November 2, 2021 at Noon

The customer contested 25 water and sewer bills for the above account spanning the periods of time June 27, 2019 to July 27, 2021. The DC Water and Sewer Authority (DC Water) initially declared that 14 of the petitions were untimely filed, however, as a preliminary issue at time of hearing, DC Water waived its time limitation for disputing a bill and accepted the 14 petitions as being in dispute. With respect to all of the customer's disputed bills, DC Water's position and its investigations determinations were that the charges were valid and no adjustment of the customer's account was warranted. The customer requested an administrative hearing.

This matter was scheduled for a remote hearing on November 2, 2021. Present were: [redacted], the owner; and, LaFatima Black and Arlene Andrews, on behalf of DC Water.

The property involved is a townhouse built in 2018. Mr. [redacted] and his wife purchased the house as a new built. The house has two (2) full bathrooms and two (2) half bathrooms, one kitchen, a washing machine, a dishwasher, one outside faucet and one faucet in the garage.

Mr. [redacted] stated that from his first water and sewer bill, he has complained to DC Water that the charges were incorrect. He stated that his first bill was $230.00. The customer stated that he disputed the charges and, ultimately, DC Water adjusted his account because the water meter failed testing. He stated that the utility replaced the water meter at the property in year 2019, however, he felt that the readings were still incorrect and, as such, he filed the bill disputes at issue. DC Water acknowledged that the customer did, in fact, repeatedly call the utility regarding his water and sewer charges. The utility, initially, time barred 14 of the customer's bill disputes declaring the same to have been untimely filed, however, citing the customer's repeated calls to the utility regarding his charges, the utility waived its filing time limitations at time of this hearing.

The customer wrote that, after the meter was changed in year 2019, there was registration on the water meter, even, when there was no one in the house and there was no usage at any given time of the day. The customer gave examples of days/periods when he and his wife were away from home and out of town. The customer testified that he and his wife were out-of-town

from June 26, 2020 to June 29, 2020, May 14, 2021 to May 16, 2021, May 20, 2021 to May 23, 2021 and July 15, 2021 to July 19, 2021.

Mr. [redacted] testified that DC Water service technicians have been to his home a half-dozen times to address his complaints. He stated that the service trips stopped during the Covid-19 Pandemic until May 2021 when a service technician came out again to the property. Mr. [redacted] stated that no leaks were found inside or outside of the house and that the service technician performed dye tests. The customer asserted that after the technician's visit however, the usage pattern changed and that he thinks that the problem is the water meter.

Mr. [redacted] testified that the water meter was changed in late September 2021 and, thereafter, there has been a drastic decline in reported usage at the property. He stated that his October 2021 bill was $92.00, his September 2021 bill was $116.00 and his August 2021 bill was $96.67.

Mr. [redacted] stated that the builder was back to the property in early 2019 to inspect but no leaks were found. The parties agreed that the builder's inspection took place prior to the current bill disputes at issue.

The customer stated that he has been working at home since March 2020 and that he had a house guest for one week in November 2020.

Ms. Black testified that the customer has been billed based upon actual meter reads from the property. She stated that the meter reads are transmitted on an hourly basis. She, further, asserted that the water meter only advances when water passes thru the meter and that there can be no misreads on an automated water meter because the reads are electronically transmitted.

Ms. Black testified that the water meter at the property was pulled for testing on September 2, 2021 and the testing was performed on September 8, 2021. She testified that the water meter was determined to have 99.28% accuracy. Ms. Black stated that DC Water abides by the standard set by the American Water Works Association which has determined that water meter accuracy is between 98.5% and 101.5%.

Ms. Black testified that DC Water has inspected for an underground leak at the property. She stated that on 11/30/2018 an underground inspection took place and a leak was detected between the water meter and CC valve. She stated that DC Water inspected for an underground leak again on 3/12/2019 and, again, an underground leak was detected between the meter and CC valve. She stated that the matter was referred to the DC Water Repair Department on 3/24/2021. (The Service/ Work Order History Report dated 3/24/2021 contains the remark that a leak was found on service between the curb cock and meter and that the request to refer the matter back to the Meter Dept is cancelled) She stated that on 5/4/2021, when the utility was again at the property, no leaks were found.

Ms. Black testified that in the utility's investigation of the customer's dispute, no meter overread or computation error were found and, as such, the DC Water concluded that no account adjustment was warranted.

Ms. Black pointed out that since the customer's occupancy of the house, from time to time, the water usage pattern has been consistent. She, further, pointed out that based upon the meter reads, one can see a decline in water usage starting in February 2021. Ms. Black added that during an underground inspection, the service technician does nothing to the water meter in that the technician is only listening for sounds.

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

FINDINGS OF FACT

1. The property involved is a single-family townhome owned by [redacted] and his wife. The property was a new build and Mr. [redacted] is its first owner. (Testimony of Mr. [redacted])
2. The period in dispute is June 27, 2019 to July 27, 2021. (Testimony of the parties)
3. Upon receipt of his first water and sewer bill, the customer believed the bill to be incorrect and he initiated a bill dispute. His initial bill dispute was for the period 9/27/2018 to 4/29/2019. DC Water adjusted the customer's account after the water meter failed testing. (The record in this matter; testimony of the parties)
4. After the customer's initial bill dispute was resolved, the customer felt that his water charges were still too high and he initiated a new bill dispute and because he disputed each subsequent bill, the customer ultimately disputed 25 consecutive water bills. (Testimony of Mr. [redacted]; the record in this matter)
5. During the course of the customer's ownership of the property, DC Water inspected the property for an underground leak multiple times and a leak was found on the service line between the curb cock and the meter on three (3) inspections- 11/30/2018, 3/12/2019 and 3/24/2021. (Testimony of the parties; DC Water Service Work Orders)
6. When the utility sent a service technician to inspect for an underground leak on 5/4/2021, no leak was detected. (Testimony of LaFatima Black; DC Water Service Work Order dated 5/4/2021)
7. DC Water determined that the underground leak was the customer's responsibility and the customer contacted his home builder to address the issue since the house was a new build. (Testimony of Mr. [redacted])
8. The builder inspected the property for an underground leak in early 2019 and according to the customer, no leak was found. (Testimony of Mr. [redacted])
9. The customer testified that dye tests were performed inside the home and no leaks were detected. (Testimony of Mr. [redacted])
10. DC Water tested the water meter and the meter was determined to have 99.28% accuracy. (Testimony of LaFatima Black)
11. During its investigation, DC Water found no evidence of meter misread or faulty computation and it had hourly meter reads transmitted from the property. (Testimony of LaFatima Black; DC Water Meter Read Log; DC Water Investigation Letters)
12. The customer has worked from home since March 2020 due to the Pandemic. (Testimony of Mr. [redacted])

13. Water usage at the property declined starting in February 2021. (Testimony of LaFatima Black)
14. Meter reads from the property reflect a pattern of water usage in which the water meter registers no movement of meter dials for several hours each day; this water usage pattern is consistent throughout the period in dispute. (DC Water Meter Read Logs)

CONCLUSIONS OF LAW

1. The burden of proof is on the customer to show, by a preponderance of evidence, that the decision of DC Water is incorrect. (21 DCMR 420.7 and 420.8)
2. D.C. Municipal Regulations relating to water and sanitation bar adjustment of a customer's bill if excessive water consumption is the result of a leaking faucet, household fixtures, and similar leaks or the malfunctioning water-cooled air conditioning equipment. (21 DCMR 406)
3. D.C. Municipal Regulations bar adjustment of a customer's bill when all checks and tests provide no reasonable explanation for excessive water consumption. (See 21 DCMR 408 which states: "In cases in which all checks and tests result in inconclusive findings that provide no reasonable explanation for excessive consumption, no adjustment shall be made to the bill for any portion of the excessive consumption, except as may be approved by the General Manager, based upon a demonstration by the owner or occupant that such an adjustment will further a significant public interest.")
4. If an underground leak or a leak not apparent from visual or other inspection is determined to be on private property or on property that is under the control of the owner or occupant, the owner or occupant shall repair the leak and if requested, the utility may adjust the bill(s) for the periods during which the leak occurred by an amount not to exceed 50% of the excess water usage over the average consumption of water at the same premises for up to three (3) previous comparable periods for which records are available. (See, 21 DCMR 407.3 and 407.5)
5. 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 in determining whether there should be a reduction in the bill(s), the General Manager may take into consideration:
   (a) There has been no negligence on the part of the owner or occupant in notifying the Department of unusual conditions indicative of a waste of water;
   (b) The owner has taken steps to have the leak repaired promptly upon discovery of a leak on private property;
   (c) Repairs have been made by a District registered plumber....
   (d) Form ES-138 has been obtained from the Authority completed in full, signed by the owner or occupant, and certified by the plumber who made the repairs; and
   (e) The request for adjustment has been made promptly.

DECISION

The customer in this matter has disputed the correctness of his water and sewer charges since occupancy of his house. DC Water adjusted the customer's account in year 2019 after the water meter was determined to be faulty; DC Water replaced the faulty water meter, however, the customer believed that his new meter was also defective and he initiated a new round of bill disputes culminating in this matter before the Hearing Officer consisting of 25 Petitions for Administrative Hearing, all consolidated into one hearing, with the period in dispute being 6/27/2019 to 7/27/2021.

The testimony and evidence presented reveals that an underground leak was detected by DC Water at the customer's home during three (3) inspections. The leak was determined to be between the curb cock and the meter. No leaks were detected inside of the home. According to the customer, the home builder was contacted to address the underground leak issue and no underground leak was found by the building. The customer testified that the builder was at the property in early year 2019 which would mean that the builder's inspection was pre-period of dispute of the matters now at issue. According to DC Water, it found an underground leak still at the property during an inspection taking place on March 24, 2021but no evidence of an underground leak as of May 4, 2021. The customer presented no plumber's report of repair of an underground leak at his property and the customer presented nothing from the builder evidencing that the builder repaired the detected leak.

DC Water tested the water meter placed at the property after adjustment of the customer's account in 2019 and the water meter at the property during the periods now in dispute was determined to be registering water usage accurately. The utility, further, found no evidence of meter misread or miscalculation of the customer's bills. The utility provided transmitted meter reads from the property and the reads reflect that the water meter had a pattern of its dials not moving for several hours each day throughout the tenancy of the customer during the periods in dispute. The fact that the water meter does not register continuous usage is counter to the existence of an underground leak because the nature of an underground leak is such that it must be repaired for the leak to stop. Nevertheless, the evidence was that there was an underground leak detected at the property and that there came a time (May 2021) when the leak was no longer apparent. Based upon the testimony and evidence presented, the Hearing Officer lacks the ability to determine exactly when the underground leak was repaired or by whom, except that the leak was apparent in March 2021 and it was not apparent in May 2021.

Pursuant to the Municipal Regulations governing DC Water, had the customer requested an adjustment of his account based upon the existence of an underground leak and his repair of such underground leak, the General Manager of DC Water has discretion to grant up to a 50% percent adjustment of wasted water as well as a 100% adjustment of sewer charges for water

wasted due to an underground leak. (See, 21 DCMR 407) In this case, however, the customer failed to request an adjustment due to the existence and repair by him of an underground leak and, most importantly, the customer provides no evidence of repair of the leak, as required by the regulation. As noted above, the meter reads from the property reflect that no registration of water on the water meter for intervals of several hours throughout the customer's tenancy and the fact that the water meter is not moving suggests to the Hearing Officer that the underground leak must have been very small in that the amount water was not sufficient to move the meter dials for hours at a time. No evidence or testimony was given of any amount of water wasted due to the existence of an underground leak. DC Water did provide testimony that the customer's water bill declined starting in February 2021, however, such testimony fails to explain if and when the detected underground leak was repaired and what, if any, amount of water can be attributed to the underground leak, in that, the underground leak was apparent at the property as March 2021 but not apparent in May 2021. As such, the Hearing Officer can only conclude that some other unknown factor(s) lead to a decline in water usage at the property in February 2021.

When the customer initiated his first bill disputes which resulted in the adjustment of his account, the basis for the adjustment was that the water meter failed in testing. The Hearing Officer lacks information regarding if the meter was running too slow or too fast resulting in its failed test. When a water meter fails testing regardless of it being too slow or too fast, it simply fails and the customer may benefit from the meter registering too slowly or the customer may have been charged too much because the meter was registering too fast. What is relevant to this matter at hand is that the water meter that was at the property during this period in dispute passed its testing and was accurately registering water used at the property. As such, the utility did not overcharge the customer for water used at the property.

When all tests and checks fail to determine the cause of increased water usage at a property, 21 DCMR 408 dictates that no adjustment of the customer's account is warranted.

In this case, there was no evidence or testimony establishing the existence of increased water usage at the property, the existence of a spike in water consumption and, while one might infer that the existence of an underground leak would cause increase water consumption to occur at a property, in this case, there was no evidence or testimony to support such an infcrence and definitely, nothing establishing the fact of increased water usage or waste. Moreover, no evidence of repair was presented regarding an underground leak and such evidence is required by statute along with a request by the customer for adjustment of account after he has affected repair of an underground leak.

As such, based upon the evidence and testimony presented, the Hearing Officer determines that the customer has failed to establish by the preponderance of the evidence that the bills in dispute were wrong or that he should not be responsible for payment as charged.

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

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

Date: Jan. 11, 2022

Copy to:

[redacted] Gainesville Street, SE
Washington, DC 20020

BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

DEPARTMENT OF CUSTOMER SERVICES

IN RE: 5204 3rd St. Condo Association
c/o [redacted]
[redacted] 3rd Street, NW
Washington, DC 20011

Account No: [redacted]
Case No: 21-332604

Amount in Dispute: $1,660.55

Before Janet W. Blassingame, Hearing Officer
November 9, 2021 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 September 17, 2020 to October 16, 2020. The DC Water and Sewer Authority (DC Water) determined that the charges were valid and no adjustment of the customer's account was warranted. The customer requested an administrative hearing.

This matter was scheduled for a remote hearing on November 9, 2021. Present was Arlene Andrews on behalf of DC Water. The customer was afforded a thirty (30) minute grace period but failed to sign-in or call-in for the hearing.

Ms. Andrews stated that prior to the scheduled hearing, DC Water sent emails to the customer on 10/25/2021 and 1/26/2021, telephoned on 10/18/2021 and mailed, postage prepaid, notice of hearing to the customer on 11/2/2021, to which the customer did not respond or acknowledge.

At the conclusion of the grace period, this matter was put on record. Ms. Andrews stated that the meter read upon which the customer was billed was an actual read and that the charges are valid.

The letter of notification that was sent to the customer advised that "Failure to appear at your scheduled hearing may result in a default judgment being entered against you." (See, 21 DCMR 415.3) As such, based upon customer's failure to appear or to request in advance that the hearing be postponed, a default judgment is entered against the customer and the determination that the bill is valid is affirmed.

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

Date: Jan. 11, 2022

Copy to:

5204 3rd St. Condominium Assoc.
c/o [redacted]
[redacted] 3rd Street, NW
Washington, DC 20011

BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

DEPARTMENT OF CUSTOMER SERVICES

IN RE: [redacted]
[redacted] 33rd Street SE
Washington, DC 20020

Account No: [redacted]
Case No: 21-576956

Dates and Amounts in Dispute:

12/24/2020 – 1/26/2021 =	$932.64
1/27/2021 – 2/24/2021=	$897.38
2/25/2021 – 3/24/2021 =	$1622.33
3/25/2021 – 4/23/2021 =	$454.73

Before Janet W. Blassingame, Hearing Officer
November 9, 2021 at Noon

The customer contested a water and sewer bill for the above account for the periods of time above noted. The DC Water and Sewer Authority (DC Water) determined that the charges were valid and no adjustment of the customer's account was warranted. The customer requested an administrative hearing.

This matter was scheduled for a remote hearing on November 9, 2021. Present 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 single-family home owned by the customers for the past 27 years. The house has three and one-half (3 ½) bathrooms, one kitchen, radiators, a washing machine, a dishwasher and one outside faucet. The water and sewer bill, generally, runs under $124.00 per billing cycle.

Based upon the submission of a plumber's report, DC Water plans to adjust the customer's account for the period January 2021 to April 2021 in the amount of $2,732.39. The customer's original disputed amount was an accumulated balance of $3,927.08. According to Ms. Andrews, the adjustment was approved in August 2021, however, has yet to be implemented and reflected on the customer's account. Mrs. [redacted] disagrees with the amount of the adjustment; the remaining amount in dispute is $98.00. Mrs. [redacted] stated that the actual amount in dispute was $4029.32.

Ms. Andrews explained that DC Water calculated the adjustment based upon 21§407.4 which dictates that if a customer submits a DC licensed plumber's report evidencing repair of an underground leak or a leak not visible to the naked eye, then, the utility may grant to the customer an adjustment of up to 50% of the wasted water and 100% of the sewer charge. Ms. Andrews stated that the customer's adjustment was for the period 12/24/2020 to 4/23/2021 and

the adjustment is the maximum allowed. Ms. Andrews added that the utility is positive that the customer had an underground leak which is the basis for the granted adjustment. She, also, stated that the customer had lead lines replaced. Mrs. [redacted] complained that it has been an on-going issue on old pipes and use of an old water meter.

Mrs. [redacted] explained that DC Water replaced the water meter on a curbside walkway leading to the street for parked cars. She stated that the meter replacement was either in 2014 or 2015. She, further, stated that there was a meter located by the steps leading to her house and, in total, there were three (3) meters associated with the property.

Mr. [redacted] testified that, in February 2021, he saw water by the meter located by the steps. He stated that, prior to seeing the water by the meter, he had not been able to find any leaks inside of the house and that DC Water had sent a service technician to conduct an interior inspection and the technician did not find an interior leak. Mr. [redacted] stated that, prior to his seeing the water outside of the front of the house, the utility had not conducted an underground inspection at the property.

Mr. [redacted] stated that he found the outside leak on February 21, 2021 and DC Water came out to the house on February 22, 2021. Mrs. [redacted] stated that when the DC Water service technician was at the house, the technician attempted to cut off the water at the meter but in attempting to do so, the technician caused the leak to get worse and water began running down the street. She stated that the leak persisted for one and one-half (1 ½) months. Mr. [redacted] interjected that they were told that the leak was on their side of the water meter and, as such, their responsibility to repair. DC Water issued a Customer Compliance Notice to the customer which advises that a leak was discovered at the address and requires repair and remediation. On the notice, the technician wrote that the leak was beyond the property line.

Mr. [redacted] stated that the first company they contacted regarding repairing the leak, was unable to do the job for thirty (30) days. He stated that they contacted a second plumbing company to do the repair and the company suggested that they apply for a grant. He stated that the first company contacted, also, submitted a grant request, however, the grant was denied. With respect to the second contacted plumbing company, the company re-submitted the grant request and the grant was ultimately approved.

Mrs. [redacted] asserted that they believe that the adjustment is insufficient. She testified that during the course of work by the plumber, the large water meter by the house and the small water meter by the curb were removed. Mr. [redacted] showed a picture on his telephone showing that the meter where he saw water is actually adjacent to the house walkway and not by the steps. He stated that the small meter was on the customer's side of the sidewalk.

Mr. [redacted] asserted that his neighbor had the same issue as they, but DC Water performed all of the necessary work for the neighbor without the neighbor paying anything toward the cost. He stated that lead pipes were replaced at the neighbor's property.

Mrs. [redacted] reiterated that DC Water made the leak worse and the technician could not stop the leak causing additional cost to them of $1622.33. Mr. [redacted] stated that the DC Water service technician had a wrench type tool and that the leak got worse after the technician tried to turn off the water and could not. Mrs. [redacted] stated that the neighbor's water problem occurred 1 – 2 weeks after the leak was repaired at her property. Mrs. [redacted] stated that she and her husband's repair bill was Six Thousand Dollars ($6,000.00). She stated that the grant paid $2,500.00 and they paid out-of-pocket $3,500.00. Mrs. [redacted] added that her neighbor had the original water meter by their house.

Mr. [redacted] stated that the service technician only recommended filter replacement.

When asked by Ms. Arrington when the utility conducted an interior inspection of her home, Mrs. [redacted] stated that the water audit was in year 2019. Ms. Arrington replied that DC Water records do not show the utility conducting any audit at the property after year 2017. Mrs. [redacted] responded that she remembers being told by a DC Water service representative that the utility had no record of an audit being performed but Mrs. [redacted] reasserted that a service technician was at her property in year 2019. Ms. Andrews pointed out that the customer service representative told the customer on February 24, 2021 that there was no record of the customer calling the utility prior to the call on that day of February 24, 2021. Ms. Andrews explained that the lead service grant is administered and determined by the DC Department of Energy and Environment and is income based. Ms. Andrews added that DC Water changed the lead pipes on the public side of the customer's property in year 2004.

Ms. Arrington stated that the water meter was placed at the property on June 21, 2017.

Mrs. [redacted] questioned whether the small water meter at the property was installed properly and Ms. Arrington responded that lead pipe replacements are done by contractors, not DC Water.

Ms. Andrews testified that 21 §407.4 states that the property owner is to repair leaks on private property and that the account adjustment is not to exceed 50% of the leaks during its existence.

Ms. Andrews testified that the customer requested an account adjustment on May 21, 2021 and first contacted DC Water regarding water in the yard on February 21, 2021. Ms. Andrews asserted that no evidence exists of the service technician causing increased leakage.

She stated that DC Water has suggested an adjustment to the account of $2,732.39. She explained that the customer's last invoice reflected a balance of $3,927.08 due on April 27, 2021. She stated $4,029.37 was the customer's balance due in September 2021. She reiterated that the amount in dispute is $3,927.08. She added that DC Water has adjusted late fees off of the customer's account.

Mrs. [redacted] declared that her water bill doubled after the DC Water service technician was out and attempted to stop the leak. Ms. Arrington responded that leaks do not get better until the leak is fixed and once the lead line was fixed, water usage at the property went down. Mrs. [redacted] retorted that the water leak went from a sprout to a river flowing after what the technician was trying to do on February 22nd.

Ms. Andrews stated that the March 23, 2021 Work Order is with respect to inspection of the water meter. She stated that where the technician wrote "no leak found", it is reference to the meter. She added that the technician writes leak not from meter. Ms. Andrews stated that the customer's water meter has not been changed since year 2017 and that the customer was being billed based upon reads from the meter at the steps. Mrs. [redacted] stated that the meter at the steps was removed when the plumber replaced the pipes in March 2021.

The parties agree that DC Water shall send a technician to verify where the meter is located at the property and that the technician shall also verify the meter number.

Ms. Arrington asserted that the grant request was denied based upon there being no lead pipes at the property. She stated that she is looking for lead pipe documentation. The parties agreed that this matter will be held open for DC Water to submit documentation of the status of lead pipes at the property.

Ms. Andrews stated that she cannot address, due to privacy concerns, the customer's neighbor's repairs.

Post-hearing, DC Water submitted three (3) documents- (1) Customer Compliance Notice dated Feb 22; (2) Lead Service Line Replacement Assistance Program Cost Proposal (reflecting the plumber's name of Thomas E Clark; document was undated), and (3) Work Order providing the customer's meter and MTU numbers and noting that the meter is located in the trap in front of the walkway to the house. DC Water, also, sent an email stating that DC Water has no record of the customer declining service in 2004 when the public lead pips were replaced. The email further contained the statement that "The property located at [redacted] 33rd St SE was one of the priority addresses that were part of the program because of the leak/tear in the line causing the high usage."

Based upon the foregoing testimony, evidence and supplemental documents/information, the Hearing Officer makes the following:

FINDINGS OF FACT

1. The property involved is a single-family home owned and occupied by [redacted] and her husband. (Testimony of [redacted])
2. The period in dispute is 12/24/2020 to 4/23/2021. (Testimony of the parties)
3. The amount in dispute is $3,927.08. (Testimony of Arlene Andrews; charge total for bill statements for the period in dispute)
4. On February 21, 2021, Mr. [redacted] observed water in his front yard at a water meter located on his property. (Testimony of [redacted])
5. DC Water responded to the customer's call of a water leak on February 22, 2021 and the service technician determined that the leak was on the private side of the property and, as such, the responsibility of the property owner for its repair. (Testimony of the parties)
6. The responding service technician attempted to turn-off the water at the meter and was unable to do so. (Testimony of [redacted] and [redacted])
7. The customers contend that after the utility's response and the service technician's effort to turn-off the leak, water emanating from the leaking pipe significantly increased and caused their water bill to increase to $1,622.33 whereas the bill had been $897.38 in the prior billing cycle. (Testimony of [redacted] and [redacted])
8. The customers contacted a plumber to repair the water leak, however, plumber was unable to perform the work for 30 days and their request for lead pipe replacement assistance was denied, as such, the customers turned to a second plumbing company to perform the repair and that plumber, also, submitted documentation for lead pipe replacement assistance and the request was granted. (Testimony of [redacted] and [redacted]; Lead Service Line Replacement Assistance Program Cost Proposal)
9. The Thomas E. Clark Plumbing and Heating Co. replaced the customers' lead pipes on April 1, 2021 and water usage at the property declined. (Testimony of Arlene Andrews; Thomas E. Clark Plumbing invoice dated April 1, 2021)
10. It was determined that the customers had lead pipes on their side of the water line and the leak was coming from the lead pipes; both plumbers contacted to repair the leak submitted grant requests on behalf of the customers for lead pipe replacement assistance from the District of Columbia Department of Energy and Environment. Ultimately, the customers paid $3,500.00 for lead pipe replacement and were awarded a grant in the amount of $2,500.00. (Testimony of the parties)
11. DC Water has proposed an account adjustment in the amount of $2,732.39 based upon the customer's submission to the utility of a plumber's statement reflecting replacement of lead pipes. (Testimony of the parties; Thomas E. Clark Plumbing Proposal/Contract dated March 16, 2021)

12. Lead pipes were replaced on the public side of the customers' property in year 2004 by a DC Water contractor. (Testimony of Kimberly Arrington; email from DC Water dated 11/24/2021)

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. If an underground leak or a leak not apparent from visual or other inspection is determined to be on private property or on property that is under the control of the owner or occupant, the owner or occupant shall repair the leak and if requested, the utility may adjust the bill(s) for the periods during which the leak occurred by an amount not to exceed 50% of the excess water usage over the average consumption of water at the same premises for up to three (3) previous comparable periods for which records are available. (See, 21 DCMR 407.3 and 407.5)
3. If pursuant to § 407.3 the leak is determined to be on private property or on property that is under the control of the owner or occupant, the owner or occupant shall repair the leak and the General Manager may, at his discretion, upon request of the owner, adjust the bill(s) for the periods during which the leak occurred by an amount not to exceed 50% of the excess water usage over the average consumption of water at the same premises for up to three (3) previous comparable periods for which records are available. In determining whether there should be a reduction in the bill(s), the General Manager may take into consideration:
   (a) There has been no negligence on the part of the owner or occupant in notifying the Department of unusual conditions indicative of a waste of water;
   (b) The owner has taken steps to have the leak repaired promptly upon discovery of a leak on private property;
   (c) Repairs have been made by a District registered plumber....
   (d) Form ES-138 has been obtained from the Authority completed in full, signed by the owner or occupant, and certified by the plumber who made the repairs; and
   (e) The request for adjustment has been made promptly.

   (21 DCMR §407.5)
4. The General Manager may, at his discretion, adjust up to 100% of the excess sewer charges resulting from an underground leak if it is determined that the excess water usage did not enter the wastewater system. (See, 21 DCMR §407.5)

DECISION

The customers in this matter discovered an underground leak at their home and, as directed by DC Water because the leak was determined to be their responsibility for repair,

contracted with a plumbing company to repair the same. The plumber's services were delayed and the repair did not take place for several weeks. Over the course of the delay, the customers' water and sewer bill escalated significantly. The customers contend that a DC Water service technician's effort to turn-off the leak caused the leak to worsen and due to the delay in repair of the leak, they suffer increased water charges. On the other hand, the testimony and evidence was that the first plumber contacted by the customers to perform the repair was unable to do so for 30 days. The customers failed to explain why the repair was delayed by the second contacted plumber, who ultimately performed the job, but there was testimony and evidence of the customers' effort to obtain a grant for assistance to replace lead pipes at their property. Their testimony was that the grant request as submitted by the first plumber was denied but when submitted by the second plumber, the grant request was approved. The second plumber gave a Proposal/Contract to the customers dated March 16, 2021 and the repair was performed on April 1, 2021. The customers discovered the underground leak on February 21, 2021 and DC Water responded at the property on February 22, 2021.

DC Water has proposed adjusting the customer's account based upon the repair of an underground leak and the submission of a plumber's report. The plumber's report submitted fails to mention repair of the specific underground leak, but it reports the replacement of lead pipes at the property. The implication is that the underground leak was in the lead pipe leading to the house and the pipe replacement, by default, repaired the leak. The proposed account adjustment is 50% of the wasted water caused by the underground leak and 100% of the sewer charge based upon the water wasted. The resulting adjustment would be in the amount of $2,732.35. The customers want more in terms of an adjustment and while not saying directly, they asserted that the service technician caused increased water loss due to the underground leak and they pointed out that their bill increased to $1,622.33 whereas the prior cycle bill was $897.38. A secondary assertion by the customers was that a neighbor had the same problem that they had and the neighbor incurred no cost of repair, whereas, they had to pay out-of-pocket $3,500.00.

First, the customers failed to provide any evidence in support of their assertion that their neighbor had the same problem as they and the neighbor incurred no charge for repair. The neighbor did not testify or provide a statement in this matter. DC Water asserted privacy protection and declared that it could not discuss another customer's account without the customer's grant of permission and, as such, it could not discuss anything regarding the customers' neighbors. The Hearing Officer lacks the ability to discern if the neighbor had an underground leak and lead pipes requiring replacement or if the neighbor simply had an underground leak requiring repair. Likewise, the Hearing Officer lacks the ability to discern not only the nature of the neighbor's problem but also the repair cost and if the same was comparable to the charge incurred by the customers in this matter. Further, DC Water stated that the lead pipe replacement grant was income based and there is no information regarding income regarding either the customers herein or their neighbors, if in fact, the neighbors had lead pipe replacement at their home, so that the Hearing Officer is enabled to access comparable cost

between the customers and their neighbor.

Second, the customers provided no evidence supporting their contention that the DC Water service technician caused the underground leak to worsen. The customers testified that the leak worsen after the utility responded to their call but no plumber connected what the service technician did at the site to increased water loss and DC Water denies that its technician caused any damage. The customers testified that the service technician attempted to turn-off the water but could not but they failed to testify or provide evidence at the leak was at the water meter or in the water pipe leading from the water meter to the house. Testimony and evidence was that water usage declined after lead pipe replacement was performed. The Hearing Officer is unable to make the leap in determination, based upon evidence and testimony presented, that what the service technician did at the water meter affected a pipe leak.

Lastly, there is no evidence that the proposed account adjustment by DC Water is incorrect. 21 DCMR §407 instructs that when an underground leak is detected on the customer's property and the leak is repaired, if various conditions are met, DC Water may adjust the customer's account up to 50% for wasted water and up to 100% of the sewer charge for wasted water. According to DC Water, its proposed adjustment granted to the customers the maximum allowed by regulation.

The customer asserted that the amount in dispute was greater than the amount upon which the utility calculated the proposed adjustment. DC Water testified that the amount in dispute was $3,927.08; the customer asserted that the amount in dispute was $4,029.32. DC Water testified that the amount of $4,029.32 was an accumulated balance owed by the customer beyond the date in dispute. The testimony was that $4,029.32 was the balance due in September 2021 and that the amount due at the end of the period in dispute- 4/23/21 was $3,927.08. Based upon the evidence and testimony presented, it appears that the proposed adjustment was properly calculated and is correct.

Based upon the foregoing, the Hearing Officer concludes that, in this case, the bills are correct but the utility has agreed to adjust the customer's account based upon the existence and repair of an underground leak. The customer did not dispute the correctness of the bills and there was no dispute regarding the existence of the underground leak. The dispute was that the customer wanted an increased adjustment of the account than that proposed by the utility. It is upon the contention that an increased adjustment is warranted, that the customer fails to meet the burden of proof. Accordingly, DC Water's determination that an adjustment of the customer's account is warranted is AFFIRMED. DC Water is hereby directed to apply the proposed adjustment to the customer's account for the amount of $2,732.39 as forth above.

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

Date: Jan. 11, 2022

Copy to:

[redacted]
[redacted]33rd Street, SE
Washington, DC 20020

BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

DEPARTMENT OF CUSTOMER SERVICES

IN RE: Wilson Hughes
1458 Thatch Circle
Castle Rock, CO 80109

Service Address:
[redacted] 4th Street, NW

Account No: [redacted]
Case No: 21-452040

Dates and Amounts in Dispute:
3/17/2021 – 4/16/2021= $ 341.41
4/17/2021 – 5/18/2021= $1,381.96

Before Janet W. Blassingame, Hearing Officer
November 12, 2021 at 12 Noon

The customer contested water and sewer bills for the above account for the period of time March 17, 2021 to May 18, 2021. The DC Water and Sewer Authority (DC Water) determined that the dispute of charges was untimely regarding the period March 17. 2021 to April 16, 2021 and that the charges were valid and no adjustment of the customer's account was warranted regarding the period April 17, 2021 to May 18, 2021. The customer requested an administrative hearing.

This matter was scheduled for a remote hearing on November 12, 2021. Present were: Wilson Hughes, the property owner; and, LaFatima Black and Kimberly Arrington, on behalf of DC Water, as well as, Kelly Fisher, Esq. of the DC Water General Counsel Office, observing only.

DC Water waived its time limitation regarding the dispute of the water bill charges at issue.

The property involved is a single-family house originally owned by Wilson Hughes' grandmother. Mr. Hughes stated that he purchased the property from his mother in year 2001. The property has one kitchen, two and one-half (2 ½) bathrooms, a dishwasher, a washing machine, radiators, a utility sink and one outside faucet. The house has been rented to a tenant for the past three (3) years and the water and sewer bill has ranged between $130.00 - $180.00 per billing cycle.

Mr. Hughes testified that he received text messages from DC Water that high water usage was occurring at the property. He stated that he contacted his tenant, using face time, on April 13, 2021 and told the tenant to turn off to water to the basement toilet/sink to confirm that there was no leak because they were unable to find a leak. Mr. Hughes added that he, also, had his brother-in-law come over to the house to look for any water issues and his brother-in -law did not detect any problems.

Mr. Hughes stated that he stopped receiving HUNA alerts from the utility in May 2021 and that usage at the property declined as of May 8, 2021.

Mr. Hughes stated that he continued to receive high water usage notifications after he received the April 2021 bill from DC Water and his tenant had turned off the water to the basement toilet. He stated that he hired a plumber who performed work at the house on June 2, 2021. Mr. Hughes stated that he called DC Water after he received his water bill and he called, again, after the plumber came out to the property. He stated that DC Water said that it would send someone out to the property.

Mr. Hughes wrote in his Petition that the plumber acknowledged an issue with the water meter and an inability to read the water meter. Mr. Hughes wrote that the plumber was to perform an assessment and confirm that the water was turned off on the potential causes of a leak. Mr. Hughes asserted that no leaks were found. He added that he was installing leak sensors and a smart water shut-off valve at the property.

Mr. Hughes acknowledged that what he wrote in his letter to DC Water regarding the plumber's findings was inaccurate. He acknowledged that the plumber found issues at two (2) toilets and wrote that the upstairs toilet was getting stuck because of the handle being broken and the basement toilet had issues because a cleaning solution packet was struck in the toilet flapper orifice. In the plumber's report, it was written that the basement toilet was found to be turned off when the plumber arrived at the site. The plumber, further, wrote that they checked the upstairs lavy faucet and found a slow drip. The plumber wrote that he noticed that the main water line was a lead service and that the water meter wasn't working properly and he was not able to get a reading. The plumber recommended that the owner have DC Water check the condition of the water meter and that the owner, also, replace the main water line.

Ms. Black asked the property owner whether only water to the basement toilet had been turned off and Mr. Hughes confirmed that only the basement toilet had been turned off and that upstairs bathroom toilet remained on.

Ms. Black testified that the water meter reads from the property were actual and had been transmitted to a tower on an hourly basis. She asserted that a water meter only advances when water is being used and water goes thru the meter. The meter reads indicated that high water usage occurred at the property between April 12, 2021 and May 6, 2021 and, also, that no water usage occurred between April 8, 2021 and April 11, 2021.

Ms. Black stated that the utility tested the water meter and the water meter was

determined to have 101.16% accuracy which is passing according to standards established by the American Water Works Association. Ms. Black stated that based upon AWWA standards, acceptable water meter accuracy is between 98.5% and 101.5%.

Ms. Black testified that the increase in water consumption at the property was not due to an underground leak because the usage declined without necessity of repairs being performed.

Ms. Black stated that a DC Water service technician was out to the property on June 30, 2021 and verified the meter read and changed the MTU device on the water meter. She pointed out that the owner's June 2, 2021 plumber's report identified that the plumber found two (2) defective toilets and a defective sink faucet at the property.

Ms. Black pointed out that the threshold level for receipt of HUNA alerts by the customer is 6x normal water usage; she suggested that the customer lower the notification threshold.

Ms. Black stated that the customer stopped receiving HUNA alerts because usage declined at the property.

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

FINDINGS OF FACT

1. The property involved is a rental property owned by Wilson Hughes. (Testimony of Wilson Hughes)
2. The period in dispute is March 17, 2021 to May 18, 2021. (Testimony of the parties)
3. The property owner received from DC Water a high-water usage alert notification (HUNA alert) on April 13, 2021 and he contacted his tenant, using facetime, and had her turn off water to the basement toilet and sink. (Testimony of Wilson Hughes)
4. When the owner continued to receive HUNA alerts from the utility, he had his brother-in-law inspect the property for water issues and no issues were detected. (Testimony of Wilson Hughes)
5. After the customer received a significantly higher water bill than usual from the utility, the customer hired a plumber who inspected the property on June 2, 2021 and detected two (2) defective toilets and a defective sink faucet. (Testimony of Wilson Hughes; plumber's report by Magnolia Plumbing*Heating*Cooling dated June 2, 2021)
6. There was an increase in water usage at the property between April 8, 2021 and May 6, 2021. (DC Water meter readings)
7. Water usage at the property declined prior to the plumber's inspection; water usage declined as of May 8, 2021. (Testimony of Wilson Hughes and LaFatima Black)

8. DC Water tested the water meter and the meter was determined to have 101.16% accuracy. (Testimony of LaFatima Black)
9. DC Water ruled out the existence of an underground leak as a possible cause of increased water consumption at the property because water usage declined without repairs being performed. (Testimony of LaFatima Black)
10. The meter reads, upon which the customer was billed, were actual having been taken and transmitted on an hourly basis. (Testimony of LaFatima Black)

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 douftful 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 relating to water and sanitation bar adjustment of a customer's bill if excessive water consumption is the result of a leaking faucet, household fixtures, and similar leaks or the malfunctioning water-cooled air conditioning equipment. (21 DCMR 406)

DECISION

The customer failed to meet his burden of proof that more likely than not the bills being disputed were incorrect or for some other reason, he should not be held responsible for payment.

In this case, the evidence and testimony established the existence at the property of two (2) defective toilets and a defective sink faucet, all on which the plumber hired by the owner, ultimately repaired. The property owner initially asserted that the water meter was defective, however, DC Water tested the meter and the meter was determined to be functioning appropriately. DC Water, further, ruled out the existence of an underground leak as a possible cause of increase water consumption occurring at the property. The basis of ruling out an

underground leak as a culprit was that the nature of underground leaks is that the leak must be repaired in order for the usage to decline and, in this case, water usage declined without any repair of an underground leak.

The property owner relied upon his tenant to inspect the property for any cause of increased water usage and the tenant detected nothing wrong. The property owner, who resides in Colorado, then, turned to his brother-in-law to come over to the property to look for a cause of the increase water consumption and his brother-in-law found nothing amiss. There was no testimony of either the tenant or brother-in-law having any knowledge or expertise regarding plumbing issues, but, when the owner hired a licensed plumber to inspect the property, three (3) defective fixtures were identified and repaired.

Pursuant to 21 DCMR §406, a customer's bill is not adjusted if excessive water consumption is the result of a leaking faucet, household fixtures, and similar leaks or the malfunctioning water-cooled air conditioning equipment.

In this case, the evidence and testimony support a finding that more likely than not the increase water consumption that occurred that the property was the result of defective household fixtures, i.e., two (2) toilets and a sink faucet. Accordingly, the determination by DC Water that the charges were valid and no basis exists for adjustment of the customer's account is hereby AFFIRMED.

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

Date: Jan. 11, 2022

Copy to:

Mr. Wilson Hughes
1458 Thatch Circle
Castle Rock, CO 80109

BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

DEPARTMENT OF CUSTOMER SERVICES

IN RE: Amir Zare
[redacted] M Street, NE
Washington, DC 20002

Account No: [redacted]
Case No: 21-559847

Amount in Dispute: $ 963.75

Before Janet W. Blassingame, Hearing Officer
November 17, 2021 at 12:00 Noon

The customer contested a water and sewer bill for the above account for the period of time June 10, 2021 to July 21, 2021. The DC Water and Sewer Authority (DC Water) determined that the charges were valid and no adjustment of the customer's account was warranted. The customer requested an administrative hearing.

This matter was scheduled for a remote hearing on November 17, 2021. Present were: Farid Ghanbari, the property owner and Amir Khorramshahgol, the property manager; Arlene Andrews and LaFatima Black, on behalf of DC Water, as well as, Kelly Fisher, Esq., Office of General Counsel, DC Water, observing only.

The property involved is a four (4) unit apartment building co-owned by Farid Ghanbari and Amir Zare for the past year and one-half (1 ½). Each apartment has one kitchen, one bath, a dishwasher and a washing machine. The building has one outside faucet. Currently, two (2) apartments are vacant. At time of purchase by Mr. Ghanbari, only one apartment was occupied; a second apartment became occupied in May 2021. Mr. Ghanbari complained that they have not been paid rent by the tenants for the past fourteen (14) months.

Ms. Andrews interjected that only the July 13, 2021 water and sewer bill is in dispute in the amount of $963.75. She stated that the owner attempted to dispute the January 2021 bill however, his dispute was untimely and he did not return the petition to request a hearing. She stated that the owner applied for a Multi-Family Assistance Plan.

Mr. Ghanbari testified that he received a text from DC Water alerting that the bill dated 6/24/2021 would be high. Mr. Ghanbari stated that he inspected the building with his handyman-Louis, and could not find anything amiss. Mr. Ghanbari stated that he is a water damage specialist and he went into each apartment and looked and listened for flowing water going thru the pipes and did not detect anything.

Ms. Andrews testified that the meter reads are actual and are transmitted hourly by signal from the water meter to a tower. She stated that DC Water pulled the water meter, tested the meter and the meter was found to have 99.54% accuracy. Ms. Andrews explained that DC Water

follows the standards for water meter accuracy established by the American Water Works Association and that water meter accuracy is between 98.5% to 101.5%. Ms. Andrews asserted that a water meter only advances when water is being used and most likely there was a leak at the premises. She stated that a water meter cannot auto-repair.

Ms. Andrews testified that DC Water sent HUNA alerts to the customer by email and text.

Ms. Andrews added that DC Water ruled out the existence of an underground leak as a possible cause of increased water consumption at the property because usage decreased around 8/8/2021 and an underground leak requires repair before the leak will stop.

Ms. Andrews stated that during DC Water's investigation of the bill dispute, the utility found no evidence on meter overread, faulty computation or meter malfunction.

Ms. Andrews concluded that based upon 21 DCMR §408.1, there are inconclusive findings as to the cause of the increased usage and, as such, the utility cannot adjust the customer's account due to increased usage. She informed the customer that the utility would be willing to give an installment plan for the charges due. She pointed out that the property owner is responsible for maintenance of his property and DC Water cannot see inside of a property to know what the cause of water usage may be.

Mr. Ghanbari asked Ms. Andrews if DC Water could look into its heart and give him a break regarding the amount owed. Ms. Andrews responded that the owners failed to pay current charges incurred after the disputed bill and they failed to call-in to the utility prior to accumulating the arrearage. Ms. Andrews stated that she cannot make deals with a customer and that account adjustments are according to applicable regulations.

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 four (4) unit apartment building owned by Amir Zare and Farid Ghanbari. (Testimony of Mr. Ghanbari)
2. The period in dispute is June 10, 2021 to July 21, 2021. (Testimony of Arlene Andrews)
3. DC Water sent to the property owner a high-water usage alert regarding the apartment building on June 24, 2021. (Testimony of Mr. Ghanbari)
4. The property owner went to the apartment building with his handyman to inspect for any water issues but did not hear any running water and, otherwise, failed to find anything amiss. (Testimony of Mr. Ghanbari)

5. DC Water sent HUNA alerts to the property owner by text and email. (Testimony of Arlene Andrews)
6. There was increased water usage occurring at the apartment building from June 7, 2021 to August 8, 2021. (DC Water Notes dated August 11, 2021)
7. The water meter was tested and determined to have 99.54% accuracy. (Testimony of Arlene Andrews)
8. DC Water ruled out the existence of an underground leak because usage declined without necessity of repairs being made., (Testimony of Arlene Andrews)
9. In its investigation of the bill dispute, DC Water found no evidence on meter malfunction, meter overread or faulty computation of the customer's bill. (Testimony of Arlene Andrews)
10. The customer has accrued a large arrearage on his account because no payments were made by the customer after a dispute of the bill at issue. (Testimony of the parties)
11. The property owner stated that his tenants have not paid rent for the past 14 months and he has applied by Multi-Family Assistance from the DC Government. (Testimony of Mr. Ghanbari)

CONCLUSIONS OF LAW

1. The burden of proof is on the customer to show, by a preponderance of evidence, that the decision of DC Water is incorrect. (21 DCMR 420.7 and 420.8)
2. D.C. Municipal Regulations relating to water and sanitation bar adjustment of a customer's bill if excessive water consumption is the result of a leaking faucet, household fixtures, and similar leaks or the malfunctioning water-cooled air conditioning equipment. (21 DCMR 406)
3. D.C. Municipal Regulations bar adjustment of a customer's bill when all checks and tests provide no reasonable explanation for excessive water consumption. (See 21 DCMR 408 which states: "In cases in which all checks and tests result in inconclusive findings that provide no reasonable explanation for excessive consumption, no adjustment shall be made to the bill for any portion of the excessive consumption, except as may be approved by the General Manager, based upon a demonstration by the owner or occupant that such an adjustment will further a significant public interest.")

DECISION

DC Water surmised that more likely than not the customer had a leak at his apartment building. In its investigation of the bill dispute, the utility ruled out the existence of an underground leak. It found no evidence of meter overread, faulty computation of the bill or faulty water meter. The utility pulled and tested the water meter from the property and the water meter was determined to have 99.54% accuracy. Additionally, the usage occurring at the

property during the period in dispute, triggered DC Water's high water usage alert system (HUNA) and the customer received HUNA alerts by email and text.

On the customer's part, upon receipt of the first HUNA alert from the utility, the customer inspected the property with his handyman and found no leaks. The customer asserted that he had a background in water damage and he listened for running water and heard nothing. Apart from the self-inspection by the owner with his handyman, no other interior inspection of the building was done but the increased usage stopped and returned to normal on about August 8, 2021.

In cases in which no cause of increased water consumption in found after tests and checks are performed but DC Water investigates and finds its water meter to be operating accurately and the meter reads are actual and not misread, pursuant to the Municipal Regulations at 21 DCMR §408, the utility cannot adjust the customer's account for excessive water consumption.

In this case, the customer was/is experiencing financial hardship due to his low occupancy of his building and non-payment of rent by existing tenants during the Pandemic. The customer requested some form of forbearance by the utility not only regarding the bill in dispute but the accumulated account arrearage incurred after the bill dispute at issue. Unfortunately, the regulations do not allow discretion for hardship and the customer failed to establish any other basis for being relieved of the obligation to pay for water used/lost at his property. Accordingly, the Hearing Officer concludes that the customer has failed to meet his burden of proof and, as such, the determination by DC Water that the charges are valid and no basis exists to adjust the customer's account is here by AFFIRMED.

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

Date: Jan. 11, 2022

Copy to:

Mr. Farid Ghanbari
8480 Tyco Road #D
Vienna, VA 22182