

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

IN RE: [REDACTED] and [REDACTED]
[REDACTED] 13th Street, NE
Washington, DC 20017

Account No: [REDACTED]
Case No: 22-444406

Amount in Dispute: \$626.20
Period: 3/16/2022 – 4/15/2022

Before Janet W. Blassingame, Hearing Officer
September 14, 2022 – 10:00 a.m.

The customer contested a water and sewer bill for the above account for the period March 16, 2022 to April 15, 2022. 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 September 14, 2022. Present for the hearing were: Kimberly Arrington and Arlene Andrews on behalf of DC Water. The customer was afforded a thirty (30) minute grace minutes at the end of which the Hearing Officer requested that Ms. Arrington attempt to contact the customer by telephone to ensure that he was not having difficulty logging into the meeting. Ms. Arrington reported that there was no answer to her call. She, further, reported that the Administrative Assistant, Ms. Minor, had not received any communication from the customer requesting a continuance. After expiration of the grace period but before the Hearing Officer declared the customer to be in Default, Ms. Arrington received a telephone call from the Guard Station at the entrance of DC Water and she was advised that the customer, Dr. [REDACTED], was at the gate of DC Water for the hearing. Ms. Arrington communicated with Dr. [REDACTED] and informed him that, per the Hearing Notice, this matter was set for a remote hearing and no in-person hearings were being held at DC Water due to the Covid-19 pandemic. According to Ms. Arrington, Dr. [REDACTED] informed her that he perused the Hearing Notice but failed to take note that the hearing was remote. Ms. Arrington, further stated that the customer asserted that he was not well versed in compute use. Ms. Arrington informed the Hearing Officer that DC Water was not opposed to this matter being continued.

Accordingly, this matter was rescheduled for hearing on September 27, 2022 at 10:00 a.m.

This matter was re-convened for hearing on September 27, 2022 at 10:00 a.m. Present for the hearing were: [REDACTED] the property owners; and, Arlene Andrews and Kimberly Arrington on behalf of DC Water. Kelly Fisher, DC Water, was observing only.

Mr. [REDACTED] stated that he moved into the property in year 2010 and that the property is a single-family residence having three (3) bathrooms, one kitchen, a washing machine, a dishwasher and two (2) outside faucets. Mr. [REDACTED] stated that his children have all moved out of the home leaving just himself and his wife and that the water and sewer bill has steadily gone down from a high of \$400.00 to \$300.00 per billing cycle to below \$200.00 per billing cycle, except for the period in dispute and he has no idea what could have caused such a high bill because he and his wife do not use that amount of water.

Mr. [REDACTED] stated that when he got the water bill, he called DC Water and was told to call a plumber. He stated that he hired Roto-Rotor Plumbing which found no leaks but did not give him a plumber's report, so he hired Michael \$ Son Plumbing. The customer stated that he provided the bill/report to DC Water reflecting that no leaks were found.

Mr. [REDACTED] testified that he regularly inspects his home for plumbing issues and that he has had no prior incidents of escalated water usage. He stated that he has not seen any running faucets, heard any running toilets or seen standing water in or about the house.

Ms. Andrews interjected that the customer's water and sewer bill, prior to the disputed bill, was \$200.00 but now the charges are lower at around \$160.00.

Mr. [REDACTED] explained that all of his children have either moved out of the home or are away at school and that he expects his bill to be lower because only he and his wife are in the home.

Ms. Andrews testified that the meter reads are actual and DC Water's investigation found no evidence of meter overread or doubtful registration. She testified that DC Water tested the customer's water meter and the meter was determined to have 67.06% accuracy which is under-registering according to the standards set by the American Water Works Association which sets water meter accuracy as between 98.5% and 101.5%. Ms. Andrews asserted that when a water meter is under-registering usage, the meter is not counting all of the water used by a customer. Ms. Andrews asserted that, pursuant to 21 DCMR § 405.5, DC Water will adjust a customer's account when a water meter is found to overread but no adjustment is granted when a water meter underreads usage. Ms. Andrews added that, pursuant to 21 DCMR § 405.5, when all tests and checks fail to disclose the cause of high-water consumption, DC Water does not adjust a customer's account for high usage.

Ms. Andrews stated that prior to year 2022, the customer's water usage ranged between 13 – 17 CCF of water per billing cycle and now, the normal usage range is between 8 – 12 CCF of water per billing cycle, so she can see a difference in the customers' water usage since their children no longer are residing in the home.

Ms. Andrews testified that there was a spike in water usage at the property between March 15, 2022 and March 25, 2022 and that the customer used 25.5 CCF of water during the period. She stated that the customer's usage has since returned back to normal after the spike.

Ms. Andrews testified that DC Water sent five (5) HUNA alerts to the customer advising of high-water usage occurring at the property. She stated that the alerts were sent between March 18, 2022 and April 2, 2022 on March 18th, 21st, 24th and 27th and on April 2, 2022. Mr. [REDACTED] acknowledged that the email used by the utility to send the alerts was his correct email. The customer stated that he looks at his emails but he only opens what he believes to be relevant and does not pay attention to most emails. He stated that he did not open any emails from DC Water because he knew that there was nothing wrong in his house.

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

FINDINGS OF FACT

1. The property involved is a single-family residence owned and occupied by [REDACTED] and [REDACTED]. (Testimony of [REDACTED])
2. The period in dispute is March 16, 2022 to April 15, 2022. (Testimony of the parties)
3. There was a spike in water usage at the home between March 15, 2022 and March 25, 2022. (Testimony of Arlene Andrews)
4. The customer has no explanation for the alleged increased water usage and hired two (2) plumbers, neither of which found evidence of any leak or plumbing issues. (Testimony of [REDACTED])
5. The customer regularly inspects his home and has found no leaks or plumbing issues. (Testimony of [REDACTED])
6. DC Water pulled and tested the water meter and the meter was determined to be under-reporting water usage at 67.06%. (Testimony of Arlene Andrews)
7. DC Water's investigation of the bill dispute revealed no evidence of meter malfunction, meter overread or faulty computation of the bill. (Testimony of Arlene Andrews)
8. DC Water sent at least 5 HUNA alerts to the customer of high usage occurring at the property between March 18, 2022 and April 2, 2022. (Testimony of Arlene Andrews)
9. The customer failed to open the HUNA alerts sent to him by the utility. (Testimony of [REDACTED])
10. The customer contacted DC Water upon receipt of the bill. (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. Once the customer establishes a prima facie case that s/he did not use and/or was not responsible for payment of the water as charged, the burden shifts to DC Water to rebut the customer's claim that s/he did not use the water as charged. (Gatewood v. DC WASA, 82 A.3d, DC Court of Appeals 2013)
3. DC Water is obligated to investigate a challenge to a bill by doing any or all of the following:

- (a) Verify the computations made in the formulation of the water and sewer charges;
- (b) Verify the meter reading for possible meter overread or doubtful registration;
- (c) If feasible, check the premises for leaking fixtures, underground invisible leaks, and house-side connection leaks;
- (d) Check the meter for malfunction;
- (e) Check the water-cooled air conditioning system, if any, for malfunction; and
- (f) Make a reasonable investigation of any facts asserted by the owner or occupant which are material to the determination of a correct bill.

See, 21 DCMR 403.

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

DECISION

The customer made a prima facie case that he was not responsible for payment of the bills in dispute by testifying regarding his inspection of his home and presenting a bill from a plumber who inspected the house and detected no leaks. DC Water rebutted the customer's assertions and, ultimately, the customer failed to show by a preponderance of the evidence that more likely than not the bill in dispute was wrong or for some other reason, the customer should not be responsible for payment.

DC Water presented evidence and testimony of when the spike in usage occurred at the customer's home and the testimony was such that by the time the customer hired a plumber to inspect the premises, the increased consumption had ended. As such, the fact that the plumber found no leaks is negated by there having been no increase usage occurring at the property at the time of inspection.

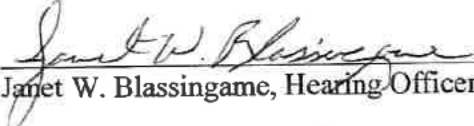
The utility further presented evidence of the water meter under registering water usage.

The utility investigated the bill dispute and found no evidence of faulty meter, meter overread or faulty computation of the bill.

Finally, the evidence was that DC Water sent numerous HUNA alerts to the customer during the period that high water usage was occurring at the property and the customer did not open the emails.

Ultimately, the property owner is responsible for what occurs at his property and in this case, the property owner is responsible for the water charges incurred. The customer, in this case, took for granted that nothing was occurring at his property even though the utility was sending repeated emails to him alerting of the increased usage. Pursuant to 21 DCMR § 408.1, DC Water does not adjust a customer's bill when all checks and tests fail to disclose the cause of increased water consumption. Because of the customer's lack of attention to emails, he failed to seize an opportunity to negate water loss at the property and what caused the increased water usage remains unknown. DC Water proved that its equipment was not the cause of excessive water consumption at the property. In fact, the utility established that, but for, the water meter under-registering water usage, the customer might have incurred higher charges than he did in this instance. Lastly, DC Water does not adjust a customer's account when it has, in fact, undercharged the customer for water and sewer usage.

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


Janet W. Blessingame, Hearing Officer

Date: October 14, 2022

Copy to:

█ and █
█ 13th Street, NE
Washington, DC 20017

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

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

Account No: [REDACTED]
Case No: 22-321550

Amount in Dispute: \$1,313.19
Period: 2/12/2022 to 3/11/2022

Before Janet W. Blassingame, Hearing Officer
September 20, 2022 – 10:00 a.m.

The customer contested a water and sewer bill for the above account for the period September 20, 2022 to March 11, 2022. 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 September 20, 2022. Present for hearing were: [REDACTED], the customer; and, Kimberly Arrington and LaFatima Black, on behalf of DC Water.

The property involved is a single-family residence owned by [REDACTED] since April 2016. Ms. [REDACTED] stated that she occupies the upper two (2) levels of the house and she rents the basement level to a tenant. The property has three and one-half (3 ½) bathrooms, two (2) kitchens, a dishwasher, a washing machine, and a backyard hose bib. Historically, the water and sewer charge has been One Hundred Dollars (\$100.00) per billing cycle.

Ms. [REDACTED] stated that she seeks reduction of the charges for the period in dispute. She asserted that she is a first-time home buyer and has never had a problem with water before this incident. She asserted that she took all actions to address the water issue at her house in a timely manner.

Ms. [REDACTED] stated that she wants to dispute not only the bill that was due in March 2022 in the amount of \$1,313.19 but, also, the bill that was due in April 2022. She stated that she uses auto-pay and does not look at the water and sewer bills but only looks at the bank transaction when the bill is paid. Ms. Black asserted that the customer only disputed the March bill; she stated that the customer sent DC Water an email disputing the bill on March 21, 2022. Ms. [REDACTED] testified that she called DC Water on April 7, 2022 requesting an adjustment and that she emailed a copy of her plumber's report to DC Water on March 21, 2022. Ms. Black stated that DC Water's Billing Department contacted the customer on February 16, 2022 advising her to check for leaks at the property due to high water usage occurring. Ms. [REDACTED] stated that she emailed DC Water on March 11, 2022 asking for an account adjustment. Ms. Black asserted that the customer called DC Water Emergency Command Center, not Customer Service.

Ms. [REDACTED] testified that she saw condensation on the sidewalk in front of her house and she called DC Water. She stated that the DC Water representative told her that she did not have to be home in order for the utility to investigate the problem, however, when the technician did come to the property, her presence was needed and the utility had to come back when she was at home. Ms. [REDACTED] testified that she was told by DC Water that the issue was not a DC Water problem and that she should contact a plumber. Ms. [REDACTED] stated that she contacted Michael & Sons and the plumber informed her that the problem had to be between the house and meter and would necessitate digging up her yard at a cost of \$10K. Ms. [REDACTED] stated that she sought another plumber and contacted Jenkins Plumbing and Jenkins resolved the issue which turned out to be a broken valve at the hose bib. Ms. [REDACTED] stated that the plumber had to go into the basement in order to repair the problem.

Ms. [REDACTED] testified that she has attempted to obtain a plumber's report from Jenkins Plumbing however she has been unsuccessful in obtaining a report. She submitted to DC Water a receipt of payment but lacks a description of the work and the plumber has been non-responsive to her requests for a report. Ms. [REDACTED] stated that she acted as quickly as she could and had multiple plumbers come out to assess the issue.

Ms. Black pointed out that DC Water, by regulation, does not adjust a customer's account for excessive water usage caused by a leak on a fixture. She cited 21 DCMR § 406.2 as stating that no adjustment is given for leaking faucets.

Ms. Black informed the customer that the DC Department of Energy may be a source of financial assistance and that DC Water does accord customers payment arrangements. Ms. Black, however, pointed out that the customer has failed to pay current water and sewer charges apart from the disputed bill and that the customer has incurred penalty and interest. She, also, stated that there is a returned payment fee on the account for \$20.00. Ms. Black stated that she will waive the returned payment fee. Ms. [REDACTED] stated that she did not understand that she was to pay current charges apart from the disputed bill charge.

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

FINDINGS OF FACT

1. The property involved is a single-family residence owned by [REDACTED]. (Testimony of [REDACTED])
2. The period in dispute is February 12, 2022 to March 11, 2022. (Testimony of the parties)
3. The customer noticed condensation on the sidewalk outside of her property and she contacted DC Water for an investigation. (Testimony of [REDACTED])
4. When DC Water investigated the problem, the technician determined that the issue was the responsibility of the property owner and the customer was instructed to contact a plumber because the leak was on private property. (Testimony of [REDACTED])
5. The first plumbing company contacted by the customer diagnosed the problem as requiring digging in the customer's front yard at a considerable cost and the customer

- ected to seek other evaluations by other plumbing companies. (Testimony of [REDACTED])
6. The customer, ultimately, hired Jenkins Plumbing and that plumber determined that the cause of the leak was a broken valve at the hose bib. (Testimony of [REDACTED])
 7. The customer utilized auto-pay prior to and during the period of dispute and only became aware of increased water usage and the resulting high charge when the withdrawal was made from her account by the bank. (Testimony of [REDACTED])
 8. The customer sought to dispute both her February 2022 bill and her March 2022 bill, however, she failed to timely dispute the February 2022 billing which had a dispute deadline of March 18, 2022, whereas the customer did not contact DC Water regarding to dispute account charges until April 7, 2022.
 9. The customer submitted to DC Water a receipt from Jenkins Plumbing which evidenced payment, however, the customer failed to obtain a plumber's report addressing the nature of the repair performed. (Testimony of the parties)

CONCLUSIONS OF LAW

1. The burden of proof is on the customer to show, by a preponderance of evidence, that the decision of DC Water is incorrect. (21 DCMR 420.7 and 420.8)
2. D.C. Municipal Regulations relating to water and sanitation bar adjustment of a customer's bill if excessive water consumption is the result of a leaking faucet, household fixtures, and similar leaks or the malfunctioning water-cooled air conditioning equipment. (21 DCMR 406)
3. 21 DCMR §407.2 states, in part- If the investigation discloses a leak, other than a meter leak, of indeterminate location in the underground service, or at some other location where the leak is not apparent from visual or other inspection, the General Manager shall determine whether the leak is on public space, on private property, on property that is under control of the occupant, or the result of infrastructure for which the owner or occupant is responsible for maintaining and repairing.
4. If, pursuant to §407.2, the leak is determined to have been caused by the Authority or is determined to be the result of infrastructure for which the Authority is responsible for maintaining and repairing, the Authority shall repair the leak and the General Manager shall adjust the bill to equal the average consumption of water at the same premises for up to three (3) previous comparable periods for which records are available. If the leak is determined to have been caused by owner or occupant, no adjustment shall be made. (21 DCMR §407.3)
5. If, pursuant to §407.2, the leak is determined to be on private property or on property that is under the control of the owner or occupant, or the result of infrastructure for which the owner or occupant is responsible for maintaining and repairing, the owner or occupant shall repair the leak. The General Manager may, at their discretion, upon request of the owner, adjust the disputed bill and any bills issued during the investigation for a period not to exceed (30) calendar days after the issuance of the bill investigation report. (21 DCMR §407.4)
6. In order to be considered for an adjustment based upon an underground leak or a leak not visible to the naked eye, the property owner must provide evidence that repairs have been made and that these repairs were performed by a licensed District of Columbia master

plumber in accordance with the rules and regulations of the District of Columbia Department of Consumer and Regulatory Affairs. (See, 21 DCMR 407.5 (c))

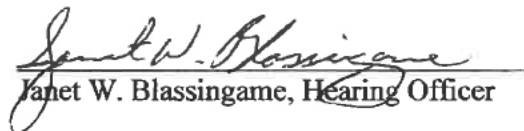
DECISION

The customer failed to establish by a preponderance of the evidence that the bill in dispute was wrong or for some other reason, the customer should not be held responsible for payment.

Unfortunately, the customer in this case was unable to obtain and submit to DC Water a plumber's report. Pursuant to the Municipal Regulations, if the leak was invisible to the naked eye, was on private property and was repaired by a licensed DC plumber, consideration could have been made for adjustment of the disputed bill. In this case, however, without a plumber's report, the customer was unable to meet the criteria required by regulation for consideration of an account adjustment. (See, 21 DCMR 407)



The customer, also, sought consideration for account adjustment based upon her being a first-time home buyer, that she repaired the leak as quickly as she was able to do so and that this was the first negative encounter experienced by her regarding a water issue. None of the basis for adjustment proposed by the customer, however, are recognized by the utility and the Municipal Regulations, specifically, bar account adjustment when increased water use/loss is caused by a leaking faucet or household fixture. (See, 21 DCMR § 406) In this case, the customer testified that the cause of the increased water usage was found at the hose bib. While the customer did testify that the plumber had to go into her basement to perform the repair, she did not establish that the leak was invisible to the naked eye.

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


Janet W. Blessingame, Hearing Officer

Date: October 14, 2022

Copy to:

Ms. 
 Upshur Street, NW
Washington, DC 20011

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

IN RE: United House of Prayer
c/o [REDACTED]
601 M Street, NW
Washington, DC 20001

Account No: [REDACTED]
Case No: 22-257708

Amount in Dispute: \$12,733.95
Period: December 29, 2021 to January 28, 2022

Before Janet W. Blassingame, Hearing Officer
September 20, 2022 – 12:00 Noon

The customer contested a water and sewer bill for the above account for the period December 29, 2021 to January 28, 2022. 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 September 20, 2022. Present for hearing were [REDACTED], [REDACTED], [REDACTED] and [REDACTED] on behalf of the customer, the United House of Prayer; and, Arlene Andrews, Kimberly Arrington and LaFatima Black, on behalf of DC Water. Barbara Mitchell, DC Water, observing only.

The property involved is the United House of Prayer, a house of worship (The Church). The property has four (4) bathrooms- two (2) women's bathrooms and two (2) men's bathrooms. All total there are thirteen (13) toilets, five (5) urinals, and four (4) double sinks, comprising the bathroom facilities of the property. The property has two (2) kitchens, a dishwasher, ice machine, two (2) hand sinks, one utility sink, one outside spigot and a cooling tower. The Church has been in operation at this location since 1965. During the Pandemic, The Church did not close and activities took place daily. The water and sewer bill ranged between One Thousand Dollars (\$1,000.00) and Two Thousand Dollars (\$2,000.00) per billing cycle in recent years until it escalated as of the bill dated 12/29/21 to \$5,466.66.

The Church disputed the bill dated 1/31/22 in the amount of \$12,733.99. The subsequent bill dated 2/28/22 was \$2,753.46 and, then, the water usage returned to normal as of the bill dated 3/31/22 for \$1,216.37.

Mr. [REDACTED] testified that water had been observed in a tree box outside of The Church on the 6th Street, NW side of the church since 2020 but DC Water found no leak. He stated that he got in touch with William Proctor of DC Water and reported water leakage on the sidewalk. Mr. [REDACTED] stated that Mr. Proctor and Mr. [REDACTED] noticed and had been aware of the problem at the tree box for almost a year. He stated that salt was put down in the area to prevent freezing and a

hazard to church goers. The evidence presented was that DC Water came out in April 2021 and determined that the leak was the responsibility of The Church. Mr. [REDACTED] testified that they were told by DC Water that it was The Church's problem because the fault was between the meter and the main. A plumber found no plumbing issues or leaks in The Church but water continued to be seen in the tree box. Mr. [REDACTED] stated that after The Church was unsuccessful in getting the tree box problem resolved by DC Water, he contacted the ANC Commissioner who successfully got DC Water to inspect the problem. Mr. [REDACTED] stated that Mr. Proctor told him that DC Water should dig to find out where on the line the leak was to determine whose problem it was. Mr. [REDACTED] stated that the utility started sensoring and found a leak under another tree box. He stated that a tree had to be cut down by the utility to get to the problem. Mr. [REDACTED] stated that the second tree box was approximately 50 feet away from the original tree box where water had been observed. Mr. [REDACTED] stated that he never saw water standing in the second tree box but even after the repair was supposedly made, he continued to see water in the first tree box.

Mr. [REDACTED] asserted that after DC Water dug at the second tree box, that was when The Church's water bill escalated.

Mr. [REDACTED] testified that DC Water dug at the second tree box on 6th Street, NW to repair the leak on December 22, 2021. He stated that the utility dug on N Street, NW on December 14, 2021.

Ms. Andrews interjected that a work order was issued on December 28, 2021 for a leak and that work order was cancelled on March 31, 2022.

Mr. [REDACTED] continued stating that after the repair was performed by the utility on December 22, 2021, the water at the first tree box dried up but only for about one week and, then, water reappeared in the tree box.

Ms. Andrews stated that DC Water completed its work on December 22, 2021. Mr. [REDACTED] stated that he works at The Church everyday and he never saw another utility work crew after December 22, 2021 and that water was running after the crew had been out.

Ms. Andrews testified that between December 23, 2021 and December 29, 2021, The Church used 137 CCF of water and that the consumption was after DC Water had been out to repair.

Mr. [REDACTED] interjected that The Church paid the \$5K bill not knowing that there was a problem. Mr. [REDACTED] stated the HUNA alerts did not reach The Church and he did not know whose telephone number was on the account as a contact number. He complained that DC Water did not send a letter alerting The Church of excessive water consumption. Mr. [REDACTED] stated that there were no signs of excessive water usage at The Church and he asserted that he believes that someone would have heard water running. He stated that he learned of the HUNA alerts at the end of January 2022 in speaking with a DC Water representative.

Ms. Andrews stated that DC Water sent the HUNA alerts to the telephone number in the customer's file. She stated that DC Water sent The Church seventeen (17) alerts of high-water

usage occurring at The Church. She stated that a solitary alert was sent on November 14, 2021 and, then, alerts were sent starting December 14, 2021 thru January 31, 2022. She stated that HUNA is a courtesy provided to customers but when The Church received the bill for Five Thousand Dollars (\$5,000.00), that should have put them on notice that something was going on at the property. She stated that no one from The Church called DC Water until February 10, 2022.

Dr. [REDACTED] countered Ms. Andrews' testimony by stating that Mr. [REDACTED] and Mr. [REDACTED] made several attempts to inform DC Water of the problem until they had to get the ANC Commissioner involved. He stated that the first high bill (\$5K) was paid to ensure water for their parishioners.

Mr. [REDACTED] stated that they discussed whether the cause of the high usage was a faulty water meter. He pointed out that there had been a lot of snow and ice and the thought was that the problem had to be the meter because The Church did not use that type/amount of water being charged by the utility.

Ms. Andrews testified that DC Water pulled the water meter for testing and the water meter was determined to have 99.90% accuracy. She stated that DC Water abides by the standard for water meter accuracy established by the American Water Works Association and that water meters are considered accurate if between 98.5% and 101.5%.

Ms. Andrews testified that the meter reads used by the utility for billing were actual reads from the property. She stated that the utility's investigation revealed no evidence of meter overread, faulty computation of the charges or meter malfunction. She added that water meters do not self-repair.

Mr. [REDACTED] pointed out that the meter test was performed six (6) months after the excessive water usage was reported on the meter. He argued that by the time of the meter test, things had gone back to normal and that the problem occurred during DC Water's digging. Mr. [REDACTED] stated that he spoke with Taylor of DC Water and was told that Proctor did an emergency test. He, further, pointed out that the reported high-water usage for The Church started on December 14, 2021 which was the day that DC Water started digging to find the leak on the water line. Mr. [REDACTED] added that Proctor of DC Water turned the water hydrant on and ran water for a good length of time on December 14, 2021.

Mr. [REDACTED] stated that he called DC Water regarding the water problem on February 10, 2022.

Ms. Andrews testified that the leak found on the 8-inch water main had no effect on 601 M Street, NW, the location of The Church.

Ms. Andrews testified that high-water usage occurred at The Church from December 12, 2021 to February 1, 2022. She re-asserted that DC Water completed its work on December 28, 2021 and high-water usage continued to register on the customer's water meter.

Ms. Andrews asserted that 21 DCMR § 408.1 was applicable because there were inconclusive findings of the cause of the high usage that occurred at The Church.

With respect to the work order issued January 28, 2022, Ms. Andrews stated that she had no information regarding what, if anything, was done by DC Water between January 28, 2022 and when the work order was cancelled on March 31, 2022.

Dr. [REDACTED] asserted that it is inconsistent that the utility does not have a record of when the issue prompting the January 28, 2022 work order was resolved to result in the work order being cancelled.

Dr. [REDACTED] continued that during the Pandemic, The Church had a reduced number of people in the building and there were no leaks in the building. He pointed out that The Church hired a plumber who found no evidence of leaks or water issues in the building.

Dr. [REDACTED] pointed out that DC Water can not show on paper when the work was done. He asserted that he believes that there was a leak between the leak on 6th Street, NW and The Church. He re-asserted that the utility cannot show when the leak identified on December 28, 2021 was resolved or when the work was performed to warrant closing out the work order.

Ms. Black stated that the utility is unable to tell when a repair crew came out but nevertheless, because The Church is commercial property, it would be responsible for the repair.

Mr. [REDACTED] stated that Mr. Proctor of DC Water told him that The Church's water meter taps into water main on 6th Street and that he saw the line going to the tree box and that it taps into the 6th Street line.

Dr. [REDACTED] pointed out that the cafeteria adjacent and connected to The Church is on a separate water meter from meter monitoring The Church. He stated that the cafeteria water line goes down M Street, NW but The Church's water line is at 6th and M Street, NW.

Mr. [REDACTED] added that there was no recorded water usage occurring at The Church between 3 am and 11 am and the spike in water usage started at Noon.

Ms. Black, utilizing Google Maps, pointed out that the first tree box is adjacent to The Church on 6th Street, NW and that the second tree box is located up the street in front of the apartment building on 6th Street. She stated that the two (2) tree boxes are about 50 feet apart.

Ms. Black asserted that if the leak on the water line was running into The Church, The Church has the responsibility to get it fix.

Dr. [REDACTED] questions whether the utility tested the correct water meter and if it tested the water meter for the cafeteria- the M Street NW water line. He asserted that DC Water has not been thorough in its investigation because it cannot say when work was ended/completed regarding the December 28th work order. Ms. Black asserted that the correct water meter was tested and she has the meter identification number. She reiterated that there was high usage

occurring at The Church from January 12, 2022 to February 1, 2022 and that DC Water completed its work on December 22, 2021. She, also, reiterated that the water meter tested was OK and passed testing.

Mr. [REDACTED] stated that he continues to see water in the first tree box and believes that there is still a problem, however, usage for The Church is back to normal. He re-asserted that The Church did not have a problem with high usage until Mr. Proctor ran water at the fire hydrant.

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 the United House of Prayer, a church. (Testimony of [REDACTED])
2. The period in dispute is December 29, 2021 to January 28, 2022. (Testimony of the parties)
3. Church staff observed water in a tree box adjacent to The Church on 6th Street, NW and reported the occurrence to DC Water for investigation. (Testimony of [REDACTED] Dr. [REDACTED] and [REDACTED])
4. Someone reported a problem and asked that the utility check for a possible water main leak/pipe breakage, along the sidewalk under the tree box located on 6th Street at the rear area of the building at 601 M Street, NW, the location of The Church- [REDACTED] was the contact. (See Work Order 21-148844 dated Dec. 22, 2020)
5. On December 22, 2020, DC Water found no leak. (See Work Order 21-148844)
6. DC Water came out to The Church on April 20, 2021 and found a leak on the service between the meter and tap after determining that the water in the tree box was city water. (Work Order 21-356221 dated April 30, 2021)
7. DC Water advised The Church that the problem was its responsibility for repair and that it should hire a plumber. (Testimony of [REDACTED]; see also, Work Order 21-356221 dated April 30, 2021)
8. There was no evidence of leaking toilets or plumbing issues inside of The Church but The Church's staff continued to have concerns regarding water standing in the tree box. (Testimony of Testimony of [REDACTED], Dr. [REDACTED] and [REDACTED])
9. The Church's water bill has historically ranged between \$1,000.00 and \$2,000.00 and the bills were within normal range when The Church started complaining regarding the water in the tree box. The Church's water bill started to go up and escalated two-fold based upon the bill dated 12/29/2021 at \$5,466.62. (Testimony of [REDACTED], [REDACTED] and Arlene Andrews)
10. The Church's water bill spiked at \$12,733.95 based upon the 1/28/22 billing. The bill charges started declining in February 2022 and by March 2022, The Church's water charges were back to within normal range. (Testimony of [REDACTED], [REDACTED] and Arlene Andrews)
11. When Mr. [REDACTED] received The Church's water bill for January 2022, he contacted DC Water and specifically, William Proctor of DC Water, who had been out to The Church

- regarding the water in the tree box and Mr. [REDACTED] complained regarding leakage on the sidewalk and, again, water in the tree box. (Testimony of [REDACTED])
12. DC Water was not responsive to the concerns of The Church regarding the water in the tree box until assistance of an ANC Commissioner was sought and after the commissioner interceded, DC Water came out to investigate the issue. (Testimony of [REDACTED] and Dr. [REDACTED])
 13. Frank Wiggins, ANC Commissioner was the contact person on Work Order 22-120178 after he reported a leak in the tree space and that the leak had gotten worse over the last few weeks. The Work Order was issued December 10, 2021 and DC Water sent a crew, lead by William F. Proctor, to 6th Street, NW on December 14, 2021. (See, Work Order 22-120178)
 14. DC Water found a broke 8-inch water line on 6th Street between M Street, NW and N Street, NW. The leak was cited as being between The Church and apartment building. The crew, also, found a broken stem in an open position at 6th & N Street, NW. The crew did not repair the defects but referred the same to another unit within DC Water. (See, Work Order 22-120178)
 15. While DC Water's crew was on-site on December 14, 2021, Mr. Proctor opened the fire hydrant and ran water from the fire hydrant was a long period of time. (Testimony of [REDACTED])
 16. DC Water returned to 6th Street and M Street NW on December 22, 2021 at which time, the crew drilled test holes over the 8" water main to pinpoint the leak. They had to call Miss Utility to remark lines. They dug down on the main to find the leak under a tree and had to call for the tree to be cut down. Ultimately, the crew installed a clamp on the main line stopping the underground leak, The crew back filled the area with soil. (See Work Order 22-127308)
 17. The leak was located at a tree box approximately 50 feet from the tree box that The Church was concerned about regarding standing water seen in the tree box. (Testimony of the parties)
 18. For about a week after the work was completed by DC Water on December 22, 2021, no water was observed in the original tree box complained about by The Church staff, however, after about a week, staff observed water standing in the tree box again. (Testimony of [REDACTED] and [REDACTED])
 19. On December 28, 2021, DC Water arrived at 601 M Street, NW and found a leak and determined the leak was city water. (See Work Order 22-148657)
 20. DC Water notes that Work Order 22-148657 noting a leak of water coming out the tree box on the side of The Church was cancelled on 3/31/2022, however, the utility was unable to explain the cancellation and if any repair was made between December 28, 2021 and March 31, 2022 accounting for cancellation of the Work Order. (Testimony of Arlene Andrews)
 21. DC Water sent The Church seventeen (17) HUNA alerts between December 14, 2021 and January 31, 2022. (Testimony of Arlene Andrews)
 22. The spike in water usage registering on The Church's water meter occurred between December 12, 2021 and February 1, 2022. (Testimony of Arlene Andrews)
 23. The Church made no repairs to correct any water problem during the period at issue. (Testimony of the parties; See, also, Raine & Son plumbing report dated 2/28/2022)

24. DC Water tested the water meter and the meter was determined to have 99.90% accuracy. (Testimony of Arlene Andrews)
25. DC Water found no evidence of meter malfunction, faulty computation or meter overread. (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. Once the customer establishes a prima facie case that s/he did not use and/or was not responsible for payment of the water as charged, the burden shifts to DC Water to rebut the customer's claim that s/he did not use the water as charged. (Gatewood v. DC WASA, 82 A.3d, DC Court of Appeals 2013)
3. DC Water is obligated to investigate a challenge to a bill by doing any or all of the following:
 - (a) Verify the computations made in the formulation of the water and sewer charges;
 - (b) Verify the meter reading for possible meter overread or doubtful registration;
 - (c) If feasible, check the premises for leaking fixtures, underground invisible leaks, and house-side connection leaks;
 - (d) Check the meter for malfunction;
 - (e) Check the water-cooled air conditioning system, if any, for malfunction; and
 - (f) Make a reasonable investigation of any facts asserted by the owner or occupant which are material to the determination of a correct bill.

See, 21 DCMR 403.
5. The utility has an obligation to investigate the cause and location when notified of the possibility of leaks and if the investigation discloses a leak of indeterminate location in the underground service, DC Water is to determine whether the leak is on public space, on private property, or on property that is under the control of the occupant. (See, 21 DCMR 407.2)
6. If the underground 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 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 407.4)
7. 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.”)

8. 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’s representatives successfully established a prima facie case that The Church did not use and should not be responsible for payment of the charges at issue. In establishing a prima facie case, the burden then shifts to the utility to rebut the customer’s claim.

Here, The Church established that it had a long-standing complaint of water in a tree box on the 6th Street, NW side of the The Church. In 2020, DC Water responded to the complaint and found no leak. Based upon testimony and evidence presented, water continued to be observed in the tree box and, then, in April 2021, DC Water investigated, again, the water in the tree box and determined that The Church was responsible for repair and that it should hire a plumber. The Church’s staff found no evidence of leak or plumbing issues within The Church and, most importantly, the water and sewer charges were within normal range and evidenced no increased water usage. The Church staff continued to complain regarding the standing water in the tree box and in December 2021, sought assistance from its ANC Commissioner. An ANC Commissioner, complained, on behalf of The Church regarding the water in the tree box and a Work Order was initiated on December 10, 2021 based upon the commissioner’s assertion that the water in the tree box had gotten worse in the past week. DC Water came back and found a broken water main leak on 6th Street between M Street, NW and N Street, NW and an open stem at 6th and M Street, NW. The testimony was after the water main and stem were repaired the water in the tree box complained of by The Church staff dried up for about a week but water returned to the tree box and DC Water was, again, at The Church on December 28, 2021 and found a leak of city water at the tree box.

The spike in water usage registering on The Church’s water meter was December 12, 2021 to February 1, 2022 and between December 14, 2021 and January 31, 2022, DC Water sent The Church, at least, sixteen (16) HUNA alerts of high-water usage. The spike period and period of HUNA alerts coincides with the period that the ANC Commissioner stated that the water in the tree box had gotten worst, with the finding and repair of the broken water main and open stem by DC Water and the finding of a leak of city water by DC Water on December 28, 2021. There was, also, testimony on behalf of The Church that significant water was allowed to flow

from a fire hydrant during DC Water's investigation of the water main break, as well as, that The Church's water charges were within normal range, despite concern over the water in the tree box, but, that the charges escalated after the water was released from the fire hydrate by DC Water personnel. Moreover, the testimony on behalf of The Church was that no repairs had been made and that a hired plumber found no plumbing defects or leaks within The Church.

DC Water's rebuttal was that the meter reads were actual and that the water meter passed testing. The utility, further, asserted that no evidence was found of meter overread, faulty computation or meter malfunction. DC Water could not explain, however, the cancellation of the December 28, 2021 Work Order citing the finding of a leak at the location of The Church and when and how or by whom the leak found on December 28, 2021 was resolved. The utility's response was only that the Work Order was cancelled in March 31, 2022 and the utility's representative lacked any knowledge or information regarding the basis of the work order cancellation. The fact, in this matter, however, is that within days of DC Water diagnosing the existence of a leak on the side of The Church on December 28, 2021, the high-water usage registering on The Church's water meter stopped.

The Hearing Officer determines that The Church has presented sufficient evidence to show that more likely than not the bill in dispute was not its responsibility for payment because it was, most likely, the result of the water main break found on December 14, 2021 by DC Water and subsequently repaired by the utility on December 22, 2021, and, further, that more likely than not, there was a reoccurrence of an underground leak effecting the water usage at The Church which DC Water found on December 28, 2021 which the utility lacks information and documentation to establish how the same with dealt with and who was responsible for repair to warrant cancellation of the work order.

21 DCMR § 407 dictates that it is DC Water's responsibility to investigate an underground leak and determine whether the utility is responsible for repair or if the property owner is responsible for repair. In this instance, DC Water repaired the leak found on December 14, 2021 and The Church presented testimony that repair of that leak resolved the water issue in the first tree box but during the repair, The Church's water usage escalated. DC Water presented no evidence or testimony as to the determination of responsibility regarding the leak found on December 28, 2021 but the evidence was that water usage registering on The Church's water meter was high thru the finding of the leak. As such, since the customer established that the leaks existed and drew a connection to the increased usage on its bill, but DC Water failed to rebut the customer's claim of no responsibility, the determination that the customer is responsible for the bill is REVERSED and the Hearing Officer determines that The Church is not responsible for the bill disputed. DC Water is directed to re-bill the customer for the disputed period based upon historical usage.

Janet W. Blessingame
Janet W. Blessingame, Hearing Officer

Date: October 14, 2022

Copy to:

Mr. [REDACTED]
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