

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

IN RE: [REDACTED] [REDACTED]
[REDACTED] S Street, NW
Washington, DC 20001

Account No: [REDACTED]

Amount in Dispute - \$ 515.38

Before Janet W. Blessingame, Hearing Officer
March 1, 2017 at 10:00 a.m.

The customer contested water and sewer bills for the above account for the periods of time August 24, 2016 to October 11, 2016. The DC Water and Sewer Authority (DC Water) investigated the water and sewer charges and determined that an adjustment to the account was not warranted. The customer appealed DC Water's decision and requested an administrative hearing.

This matter was scheduled for hearing on March 1, 2017. Present for the hearing were: [REDACTED] and Eileen Wright, Sr. Customer Care Associate, DC Water, on behalf of DC Water.

The property involved is a row house with an English basement apartment. The property has three and one-half (3 ½) bathrooms, two (2) outside faucets, two (2) kitchens, and radiators. [REDACTED] stated that he brought the property in year 2010 and it was renovated in year 2015. He stated that the water and sewer bill averages One Hundred Twenty Dollars (\$120.00) per month. He also stated that three (3) people currently occupy the home and that his basement tenant moved August 31, 2016.

[REDACTED] testified that he received a bill for One Hundred Seventy-seven Dollars (\$177.00) but no red flags rose in his mind because he thought that maybe his roommate was simply taking more showers. [REDACTED] stated that the next bill received from DC Water was for Five Hundred Fifteen Dollars and thirty-eight cents (\$515.38) and he, then, contacted the utility about the high charge. [REDACTED] stated that he spoke with a customer service representative about the bill. He went on to testify that he found the basement toilet running and that he replaced the ring in the toilet which fixed the problem. He stated that he discovered the running toilet on September 1, 2016. [REDACTED] testified that he is a handyman and does his own repairs. He complained that his November 2016 water and sewer bill was still high at One Hundred Ninety Dollars (\$190.00) despite his repair of the toilet. [REDACTED] testified that a service technician from DC Water came out and inspected the house and found no defects. He further testified that the service technician replaced the water meter at the property.

Ms. Wright testified that there was a significant spike in water usage at the property between August 12, 2016 and September 23, 2016. She testified that the customer's September 13, 2016 bill was One Hundred Ninety-nine Dollars and three cents (\$199.03) and his bill dated October 13, 2016 which covered forty-eight (48) days was in the amount of Five Hundred

Fifteen Dollars and thirty-eight cents (\$515.38).

Ms. Wright testified that [REDACTED] telephoned DC Water on October 17, 2016 regarding the bill dated October 13, 2016. She stated that during the phone conversation with the customer service representative, [REDACTED] stated that three (3) people were living within the house and that he had repaired a toilet on or about September 1, 2016.

Ms. Wright testified that there is a MTU (meter transmittal unit) at the property but that the MTU was transmitting intermittently. She testified that for eight (8) days between August 12, 2016 and August 24, 2016, the customer used 7 CCF of water which translated into a daily average of 1.416 CCF. Ms. Wright testified between August 24, 2016 and September 23, 2016 which was a thirty (30) day span, the customer used 42 CCF of water which equated to a daily average of 1.400 CCF and that between September 23, 2016 and October 1, 2016, the customer used 3 CCF of water during that eight (8) day period which equated to a daily average usage of .368 CCF. Ms. Wright stated that the customer's November bill was in the amount of One Hundred Sixty-seven Dollars and twenty-one cents (\$167.21). She further testified that DC Water inspected the house for leaks on October 20, 2016 and technician found no leaks.

Ms. Wright testified that the water meter was removed from the property due to routine maintenance not associated with the customer's dispute of his bill; she stated that DC Water is in the process of replacing all water meter throughout the City.

In response to questions from [REDACTED] Ms. Wright testified that DC Water is changing outdated water meters. She stated that gaps in MTU transmissions are not typical but not unusual either. She further stated that the functioning of the MTU has no bearing upon meter function or water usage.

Ms. Wright asserted that based upon the customer's water usage, she believes that the toilet repair occurred on September 23, 2016 because water usage declined. She then conceded that she does not know when water usage started to decline due to the lack of meter reads since the MTU was not transmitting regularly. Ms. Wright further pointed out that the customer's bill increased in part due to a new rate period that started October 1, 2016 and that the higher rate applied from October 1, 2016 to October 11, 2016.

[REDACTED] asserted that he cannot believe that MTU function has no bearing on the water meter and that it is too much of a coincidence that there was a glitch in the system of meter read transmittal at the exact month that he was sent a high water and sewer bill. [REDACTED] also pointed out that the water meter which served his house was twelve (12) years old which meant that the meter was at the end of its life.

Ms. Wright pointed out that the service technician installed the new meter at the property on October 20, 2016 and that high usage was occurring at the property when the new meter was installed and continued thereafter. Ms. Wright testified that between October 20, 2016 and October 23, 2016, 500 CCF of water registered on the new water meter in three (3) days and that the customer's daily average usage for those three (3) days was 1.666 CCF.

Ms. Wright also pointed out that a lessor spike registered on the meter between 8:00 a.m. and 11 a.m. on October 25, 2016.

Ms. Wright testified that the customer's service charge went down each month starting as of November 2016 until it reached a low of Ninety-four Dollars and twenty-seven cents (\$94.27) in February 2017. She further testified that between October 20, 2016 and November 8, 2016, the customer's daily average usage was .818 CCF which was still high but less than what was used between August 23, 2016 and October 11, 2016. Ms. Wright asserted that the decline in water usage at the property occurred before the water meter was removed.

█ █ reasserted that the service technician found no leaks at the house on October 20, 2016. He went on to argue that the administrative hearing process is flawed because his water bill came to him after the water was allegedly used. █ █ argued that had he known of high water usage occurring at the house, he would have inspected the property for a water problem in real time. Ms. Wright retorted that the September 2016 bill should have put the customer on alert that sometime was occurring. █ █ responded that he had a tenant residing in the basement during the period covered by the September 2016 and his tenant has a right to use as much water as she desired. █ retorted that he would not question a Seventy Dollar (\$70.00) increase in the water and sewer bill.

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

FINDINGS OF FACT

1. The property is owned by █ and consists of a row house with an English basement unit. (Testimony of █)
2. The period in dispute is August 24, 2016 to October 11, 2016. (Testimony of the parties)
3. There was a spike in water usage occurring at the property from August 12, 2016 until September 23, 2016 when usage declined. (Testimony of Eileen Wright)
4. When the customer received his water and sewer bill dated September 13, 2016, he dismissed the increased usage and charge as probably being caused by his tenant's taking showers. (Testimony of █)
5. The customer took note of the increased usage and charge reflected on the October 13, 2016 bill and contacted DC Water on October 17, 2016. (Testimony of █ and Eileen Wright)
6. The customer acknowledged finding a running toilet in the basement unit of the house. (Testimony of █)
7. There was a decline in water usage at the property on September 23, 2016. (Testimony of Eileen Wright)
8. The customer testified that he repaired the running toilet. (Testimony of █)
9. DC Water sent a service technician to inspect the property for leaks on October 20, 2016 and no leaks were found. (Testimony of the parties)
10. The water meter was removed from the property due to routine maintenance and the meter was not tested for accuracy. (Testimony of Eileen Wright)
11. There were spikes in water usage at the property between October 20, 2016 and October

23, 2016 and on October 25, 2016 following the change in the water meter. (Testimony of Eileen Wright)

12. Prior to the meter change, the MTU at the property was transmitting meter reads intermittently, however, after the change of the meter and MTU, DC Water receives meter reads from the property on an hourly basis. (Testimony of Eileen Wright; DC Water meter read log)

CONCLUSIONS OF LAW

1. The burden of proof is on the customer to show, by a preponderance of evidence, that the decision of DC Water is incorrect. (21 DCMR 420.7 and 420.8)
2. If the investigation discloses leaking faucets, leaking fixtures or similar leaks, no adjustment will be made to the bill for any portion of the excessive consumption attributable to those leaks. (21 DCMR 406.2)
3. Meters shall be read quarterly or at such other times as the General Manager shall determine. (21 DCMR 308.1)
4. If at any time, a meter, data collection device or transmitter fails to register correctly or collect, deliver or transmit data, the water charge for the interval in which the incident occurred shall be based on the average previous water consumption for that interval. (See, 21 DCMR 308.4)

DECISION

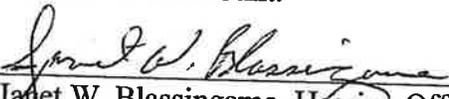
Customer in this case failed to establish that more likely than not the disputed bill was incorrect. DC Water established that there was a significant increase in water usage occurring at the property for almost two (2) months- August 24, 2016 to October 11, 2016, which period corresponded with the increased bills received by the customer. The customer acknowledged that the bill dated September 13, 2016 was higher than his normal bill range but he discounted anything being amiss at the property based upon his assumption that the tenant was simply using the water. The October 13, 2016 bill which is the basis of the dispute herein, falls squarely within the period of increased water usage identified by the utility. Moreover, the customer acknowledged that he found a running toilet in the basement and clearly, a running toilet is a plausible explanation for increased water usage at a residence. 21 DCMR 406.2 bars DC Water from adjusting a customer's account when increased water usage is the result of a faulty fixture such as a running toilet.

The customer pointed to the lack of regularly transmitted meter reads from the property as possible evidence that the disputed bill was wrong. DC Water pointed out that the failure of the MTU to transmit meter reads does not affect the functioning of the water meter. The MTU device is merely a transmittal unit and does not itself register water usage. In this case, even though the MTU was not transmitting every day, the unit did transmit intermittently but moreover, the meter was read on October 20, 2016 by a technician who came to the property for purposes of changing the meter, MTU and inspecting for leaks within the premises. Pursuant to regulations, DC Water has an obligation to read the water meter at a property on a quarterly basis. (See, DCMR 21-308.1) Whenever a MTU fails to transmit meter readings from a property resulting in the utility not having a reading for billing purposes, the Municipal Regulations allow

DC Water to estimate water usage. (See, 21 DCMR 308.4) Despite the intermittent failure of the MTU in this case, no evidence was presented that the utility lacked sufficient data to bill the customer for water usage based upon the MTU transmittals received. Thus, the customer was billed based upon actual meter reading and after the meter and MTU were changed on October 20, 2016, there continued to be reported spikes in water usage occurring at the property. As such, the Hearing Officer can find no evidence that the amount of water billed to the customer was not used at the house, particularly in light of the existence of a running toilet during the period in issue.

Lastly, the customer asserted that the administrative hearing process was flawed because he lacked notice of increased water usage occurring at the house before he received he received his bill for water and sewer service. The customer asserted that had he had notice of high water usage, he would have inspected the house for a plumbing issue in real time. The customer's argument is flawed in that before his bill climbed to over twice its historical normal (disputed bill), the customer ignored the September 2016 bill which was higher than normal; if the customer had inspected the house upon receipt of the September bill, he could have mitigated the loss of water resulting from the running toilet and he would not have had such a high bill in October 2016 and, to a lesser extent, a high bill in November 2016.

Based upon the foregoing, it is the determination of the Hearing Officer that DC Water's charge is valid and no basis exists to adjust the customer's account.


Janet W. Blassingame, Hearing Officer
Date: May 1, 2017

Copy to:

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■ S Street, NW
Washington, DC 20001

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

IN RE: [REDACTED] [REDACTED]
[REDACTED] Marlow Road
Silver Spring, MD 20904

Service Address:
[REDACTED] 6th Street, NE

Account No: [REDACTED]

Amount in Dispute - \$ 437.70

Before Janet W. Blessingame, Hearing Officer
March 1, 2017 at 11:00 a.m.

The customer contested a water and sewer bill for the above account for the period of time July 29, 2016 to August 31, 2016. The DC Water and Sewer Authority (DC Water) investigated the water and sewer charges and determined that an adjustment to the account was not warranted. The customer appealed DC Water's decision and requested an administrative hearing.

This matter was scheduled for hearing on March 1, 2017 having been originally scheduled for hearing on January 11, 2017. This matter was continued from January 11, 2017 due to the customer's involvement in an automobile accident which caused him to be unable to appear for the scheduled hearing. Present for the hearing on March 1, 2017 were: [REDACTED] [REDACTED] and Eileen Wright, Sr. Customer Care Associate, DC Water, on behalf of DC Water.

The property involved is a duplex unit owned by [REDACTED] [REDACTED] for the past ten (10) years. Each unit in the building occupies an entire floor and consists of a bathroom and kitchen with a dishwasher. [REDACTED] [REDACTED] stated that he rents the property through a program for veterans and that a veteran occupied one unit until June 1, 2016 and he evicted the second veteran from the other unit in late June 2016. [REDACTED] [REDACTED] stated that he uses a maintenance person for unit repairs.

[REDACTED] [REDACTED] testified that he pays the water and sewer bills for the building on-line through Bank of America and has already paid the bill in dispute. [REDACTED] [REDACTED] stated that three (3) new tenants moved into the upstairs unit of the building in November 2016 and the resulting water and sewer bill for December 2016 was \$68.80. [REDACTED] [REDACTED] stated that a tenant moved into the lower level unit in the later part of January 2017 but, to date, he has not received a new bill from DC Water reflecting water usage since the building has been fully occupied.

[REDACTED] [REDACTED] testified that during the period in dispute, there was no visible water damage within the building and on his inspection, he did not detect any leaks within the building. He acknowledged that plumbing work was performed in January 2017 within the building to repair a leak in the upstairs unit bathroom. [REDACTED] [REDACTED] stated that the unit was inspected in anticipation of the new tenants moving in and upon inspection, water damage was observed on the wall. Mr.

█████ stated that there was a ceiling drip for which he hired a plumber to perform the repair.

█████ █████ stated that back in August 2016 after the building was unoccupied, he had a one person come in to clean the units.

Ms. Wright testified there was a registered spike in water usage at the building between August 4, 2016 and August 16, 2016. Ms. Wright explained that the customer has a MTU at the building that transmits meter reads from the property. She stated that the dial on the meter showed only small movement until July 2, 2016 and then usage started again on July 3, 2016. She stated that there was no usage registered on July 4, 2016 and only a small amount of usage registered on July 5 and 6, 2016 and thereafter, there was no registered water usage at the building until August 4, 2016. Ms. Wright testified that she could see a pattern of water usage occurring at the building whereby usage would start and stop and that there was small amount of usage registering between August 10 and 15, 2016 and then usage stopped until August 28, 2016, then, there was small usage registering on August 28, 2016 and then usage stops until November 4, 2016.

Ms. Wright testified that during the spike occurring between August 4th and August 16th, the customer used 40 CCF of water in twelve (12) days and that amounted to a daily average usage of 3.0 CCF. She testified that the fact that usage stopped periodically is an indication of something being turned off or repaired within the building and that pattern seen within the building usage indicates that an internal fixture is the cause of the usage. Ms. Wright pointed out that on December 16, 2016, the customer reportedly used 935 gallons of water in one day and that throughout the month of December 2016, the customer's water usage in the building fluctuated.

█████ █████ stated that hearing Ms. Wright describe water usage in the building, he was now unsure as to when the tenants move out or were evicted from the building.

Ms. Wright stated that the water usage records maintained by DC Water coincide with meter readings taken at the property for September and October 2016 when there was no water registration on the meter.

█████ █████ stated that he now thinks that the tenant left in July 2016 and that he evicted the other tenant at the end of July and that the cleaning took place in August 2016.

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 duplex building owned by ██████ ██████. (Testimony of ██████ ██████)
2. The period in dispute is July 29, 2016 to August 31, 2016. (Testimony of the parties)
3. There was a registered spike in water usage at the building from August 4, 2016 to August 16, 2016. (Testimony of Eileen Wright)

4. In July 2016, one tenant voluntarily vacated a unit and at the end of July, the customer evicted the second tenant from the other unit within the building. (Testimony of [REDACTED])
5. In August 2016, a person was in building for the purpose of cleaning the units. (Testimony of [REDACTED])
6. The building was unoccupied in September and October 2016 and no water usage registered on the water meter. (Testimony of Eileen Wright; DC Water meter read log)
7. The building became occupied with new tenants in November 2016 and water usage resumed and registered on the water meter. (Testimony of the parties; DC Water meter read log)
8. There is a discernable pattern of water usage in the building reflecting on and off registering of water usage which is indicative of something within the building being turned on/off or repaired. (Testimony of Eileen Wright)

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 the investigation discloses leaking faucets, leaking fixtures or similar leaks, no adjustment will be made to the bill for any portion of the excessive consumption attributable to those leaks. (21 DCMR 406.2)

DECISION

The customer in this matter was unable to establish a prima facie case that more likely than not the disputed charge was wrong or for some other reason he should have been relieved from any payment obligation.

Water usage in the building registered on the water meter and was transmitted to the utility by a MTU. The meter reads coincided with tenant occupancy within the building, when a person was in the building for cleaning and when the building was unoccupied. In other words, when no one occupied the building, there was no registration of water on the water meter and no usage reported; when people occupied the building or the cleaning was occurring in the building, there was water usage and registration on the water meter. The evidence and testimony established that the spike in water usage occurred at the time that customer had an individual in the building to clean the units. There was no evidence of meter malfunction or MTU failure to transmit meter reads. Moreover, Ms. Wright testified that the pattern of water usage or lack thereof, was indicative of something within the unit being turned on/off or repaired and that she believed that a fixture in the building caused the high water usage. The customer initially contended that the property was vacant during the disputed period, however, he revised his testimony and acknowledged that cleaning was occurring within the building. Based upon such acknowledgment and without anything thing more in terms of equipment malfunction, the Hearing Officer determines that no basis exists to adjust the customer's account and that the charges are valid, having in all likelihood been caused by something within the building being turned on/off or repaired when the person was there cleaning the units.

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

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

Date: May 1, 2017

Copy to:


 Marlow Road
Silver Spring, MD 20904

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

IN RE: [REDACTED] [REDACTED]
[REDACTED] Forrester St. SW
Washington, DC 20032

Account No: [REDACTED]

Amount in Dispute - \$ 812.79

Before Janet W. Blassingame, Hearing Officer
March 2, 2017 at 10:00 a.m.

ORDER

The customer contested a water and sewer bill for the above account for the period of time October 27, 2014 to April 26, 2016. The DC Water and Sewer Authority (DC Water) investigated the water and sewer charges and determined that the charges are valid and an adjustment to the account was not warranted. The customer appealed DC Water's decision and requested an administrative hearing.

This matter was scheduled for hearing on March 2, 2017. Present for the hearing were: [REDACTED] [REDACTED], the tenant, and, [REDACTED], the property owner, as well as, Eileen Wright, Sr. Customer Care Associate, DC Water, on behalf of DC Water.

The property involved is a single family residence owned by [REDACTED] and occupied by [REDACTED] [REDACTED] and her family. [REDACTED] [REDACTED] has lived in the residence for eight (8) years. The house has two (2) bathrooms, one kitchen, a washing machine, a dishwasher, and one outside faucet. [REDACTED] [REDACTED] stated that her water and sewer bill generally ranged between One Hundred Twenty-five Dollars (\$125.00) and Three Hundred Dollars (\$300.00) per billing cycle.

[REDACTED] [REDACTED] testified that she received a water and sewer bill from DC Water for the amount of Three Hundred Fifty Dollars (\$350.00) and then on the next day, she received a second bill reflecting a credit to her account in the amount One Thousand Six Hundred Ten Dollars (\$1,610.00). The customer stated that she telephoned DC Water to inquire regarding the bills received and she was informed that her account was being investigated and was "on hold" until the investigation was finished. [REDACTED] [REDACTED] stated that the customer service representative with whom she spoke told her that if she was not satisfied/happy with the determination made and answer after the investigation was finished, she could appeal and request a hearing. [REDACTED] [REDACTED] also stated that the service representative informed her that she owed Eight Hundred Twelve Dollars (\$812.00) to the utility and that her water usage had been estimated for the past two (2) years. The customer stated that she was told that the utility sent a letter to her landlord about estimating the water usage for the bill and that until the utility finds out what was going on on the account, the account would be on hold. [REDACTED] [REDACTED] asserted that she was never told to pay the current on-going charges pending resolution of her dispute. She also stated that her landlord never informed her of any letter from DC Water regarding estimating water usage in the home. [REDACTED] [REDACTED] stated that she requested to speak with a supervisor after she failed to receive a hearing

date. [REDACTED] stated that she was told that her account would be credited Eight Hundred Dollars (\$800.00) but, despite the credit, [REDACTED] stated that she demanded an administrative hearing.

[REDACTED] testified that she did not realize that DC Water had been estimating her water usage.

[REDACTED] stated that she was told that the utility could not get to her water meter and that something was wrong.

[REDACTED] stated that she cannot find the bill reflecting \$1610.00 credit.

Ms. Wright interjected that the customer never received a bill reflecting such a credit. Ms. Wright stated that the customer received an adjusted bill dated May 2, 2016 and that the last bill reflecting estimated water usage was dated April 1, 2016. Ms. Wright pointed out that the telephone log maintained by DC Water memorializing telephone contacts with customers reflects that [REDACTED] called the utility requesting pending credit. Ms. [REDACTED] reiterated that she received a letter from DC Water advising her of a credit to her account. Ms. Wright maintained that DC Water never sent the customer such a letter.

[REDACTED] stated that she does not feel responsible for the adjusted bill. She asserted that DC Water has a responsibility to read its water meters and that is not fair to a customer to hold the customer responsible to pay an adjusted bill when the utility fails to read its water meter.

[REDACTED] testified that he leases the property to [REDACTED] and that [REDACTED], as the tenant, is responsible for payment of the water bill. He complained that DC Water put a lien against his property.

[REDACTED] testified that he does not scrutinize his tenant's water and sewer bill since the tenant is responsible for payment of the bill. He stated that he looks at the amount due to see if the tenant is paying the bill. [REDACTED] asserted that his tenant has done nothing wrong and that she has paid the bill as charged but that DC Water has not done due diligence in the reading of the water meter. He argued that it is unfair to [REDACTED] that DC Water waited two (2) years to send her an adjusted bill.

[REDACTED] stated that he changes the toilet flappers approximately every eighteen (18) months as normal maintenance of his property. He asserted that DC Water did not test the meter and that it had an equipment failure and did nothing to resolve the problem. Ms. Wright acknowledged that the MTU was not working at the property. [REDACTED] stated that he wants a meter test and he reiterated that DC Water has nothing to address the MTU problem.

Ms. Wright testified that [REDACTED] contacted DC Water on May 9, 2016 regarding her water and sewer bill dated May 2, 2016 which covered the period October 27, 2014 to April 26, 2016 and reflected a charge of \$812.79.

Ms. Wright testified that October 27, 2014 was the last date on which the MTU at the

property transmitted a meter read from property. She stated that DC Water estimated the customer's water usage from October 27, 2014 to March 30, 2016 and that the utility obtained a meter reading from property on April 26, 2016. Ms. Wright testified that the meter reading obtained established that more water was used at the property than estimated. Ms. Wright stated that DC Water re-billed the customer for water usage based upon actual meter read in October 2014 to actual meter reading in April 2016 resulting in the May 2, 2016 dated bill.

Ms. Wright testified that based upon DC Water's investigation of the customer's dispute, the utility adjusted the May 2, 2016 bill by reinstating the estimated usage charges to September 27, 2016 as reflected in the bill dated October 3, 2016. She stated that the utility then billed the customer. Ms. Wright stated that the customer's account ledger shows a charge of \$812.79 was billed to the customer on May 2, 2016 and that the charge was added to an arrearage of \$373.08 making a total due amount of \$1,185.87. Ms. Wright referred to the comment in the telephone log dated 9/29/16 that the account was adjusted for 67 CCF at \$637.95. Ms. Wright stated that based on the 10/03/16 bill, the customer's current charge was \$184.02 down from \$812.79. Ms. Wright testified that [REDACTED] failed to pay all of the estimated charges billed and that the unpaid charges were placed back on her account. Ms. Wright instructed [REDACTED] to contact DC Water when she received her new bill reflecting the account adjustments and they would then discuss a payment plan.

Ms. Wright asserted that she believes that the charges are valid because the account has already been adjusted by DC Water. Ms. Wright asserted that [REDACTED] needs to pay the utility the sum of \$493.00 before she can start a payment plan.

Ms. Wright asserted that DC Water will place a new meter and MTU at the property through its process of replacing all meters in the District of Columbia. She stated that the utility probably did not replace the customer's MTU when the same failed to transmit because the utility did not have any MTUs in stock. Ms. Wright stated that she put in a Service Order to test the water meter. She further stated that the customer currently has unpaid charges amounting to \$1,266.91.

Ms. Wright noted that in the telephone log there is a comment dated 10/24/16 that the service representative speaking with [REDACTED] instructed the customer to pay current bills pending resolution of her dispute.

Ms. Wright stated that the utility will do an underground inspection for leaks and then test the water meter for accuracy.

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] and rented by Christina [REDACTED]. (Testimony of [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED])
2. The period in dispute is October 27, 2014 to April 26, 2016. (Testimony of the

- parties)
3. The MTU at the property stopped transmitting meter reads as of October 27, 2014. (Testimony of Eileen Wright)
 4. DC Water estimated the customer's water consumption from October 27, 2014 through March 30, 2016. (Testimony of Eileen Wright; DC Water Usage Log)
 5. DC Water obtained a reading from the water meter on April 26, 2016 and based upon the meter reading, determined that it had under estimated water usage at the property. (Testimony of Eileen Wright)
 6. DC Water sent the customer an adjusted water bill dated May 2, 2016. (Testimony of Eileen Wright)
 7. ■■■■■ disputed the May 2, 2016 bill which reflected a charge of \$812.79. (Testimony of the parties)
 8. DC Water sent the customer an Investigation Letter dated June 23, 2016 in which it stated that the investigation was completed and that the charges were valid and an adjustment to the account was not warranted and that it had billed the customer based upon actual usage. (DC Water Investigation Letter dated June 23, 2016)
 9. In response to the customer's bill dispute and prior to administrative hearing but after sending the letter of its investigation findings and determination, DC Water adjusted the customer's account by reinstating the estimated charges in lieu of charge for actual water consumption. The adjustment was so recently performed that the customer has not received a bill reflecting the current amount due and payable and the customer's account ledger as presented at hearing is not accurate based upon the adjusted amount stated by Ms. Wright. (Testimony of Eileen Wright; Account Ledger for 136 Forrester St. SW)
 10. Ms. Wright testified that the customer failed to pay various months of billing charges incurred after initiation of the bill dispute and currently owes \$1,266.91 to DC Water. (Testimony of Eileen Wright)
 11. DC Water has not tested the water meter at the property and will generate a service order for meter testing. (Testimony of Eileen Wright)
 12. DC Water has not conducted an inspection for underground leaks and has agreed to conduct such an inspection. (Testimony of Eileen Wright)

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, Case No: 12-AA-368, decided DC Court of Appeals on July3, 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. Upon completion of the investigation, the Utility shall issue a written decision containing a brief description of the investigation and findings. (21 DCMR 404.1)
5. On the basis of the investigation and findings, the Utility shall make appropriate adjustments to the bill for water and sewer charges...(See, 21 DCMR 404.2)
6. Meters shall be read quarterly, or at such other times as the Director shall determine. (21 DCMR 308.1 and 309.1)
7. If at any time, a meter, data collection device or transmitter fails to register correctly or collect, deliver or transmit data or otherwise operate or bears evidence of having been tampered with, as determined by qualified personal of the Authority, the water charge for the interval in which the incident occurred shall be based on the average previous water consumption determined by meter readings.(21 DCMR 308.4)
8. DC Water is granted the authority to establish, adjust, levy, collect and abate charges for services, facilities, or commodities furnished or supplied by it, pursuant to D.C. Code §34-2202.03(11)
9. Equitable laches comes into play when two prerequisites are met- the defendant must have been prejudiced by the plaintiff's delay and the delay must have been unreasonable. (See, King v. Kitchen Magic, 391 A.2d 1184, 1187-88 (D.C. 1978); Fannie B. Martin v. William Carter, 400 A.2d 326 (D.C. 1979).

DECISION

After sending a letter of its investigation and findings dated June 23, 2016, DC Water has reversed its determination that no basis existed to adjust the customer's account and DC Water has adjusted the customer's account. In adjusting the customer's account, however, the utility has failed to send a revised letter of investigation containing a description of the investigation and findings and the relief accorded. In fact, the adjustment to the account was done so close to date of hearing that the customer had not received an adjusted bill reflecting the changes to the account and what was done and adjusted was described solely based upon the testimony representations of DC Water's representative at the hearing who asserted, in essence, that this matter is moot based upon the utility's recent adjustment of the account.

DC Water failed to do a complete investigation in this case and several things remain to be done, such as an anticipated meter test and an underground test.

In may be that there is no longer a dispute in this matter, however, it is premature to reach such a conclusion.

Accordingly, DC Water is directed to send to [REDACTED] [REDACTED] [REDACTED] the test results of the underground inspection and meter test which is to be performed. Likewise, DC Water is directed to send to the customer and property owner a revised letter of investigation outlining its investigation findings, determination and the adjustment accorded the customer's account. The customer's dispute shall be held in abeyance pending receipt of the above by [REDACTED]. [REDACTED] [REDACTED] [REDACTED] and they shall, individually or jointly, have the right to request further hearing in this matter if either is unsatisfied regarding the tests, findings, determination and adjustment made to account. This dispute shall be held in abeyance pending completion by DC Water of the above tests and sending out of the revised letter of investigation and the customer and property owner shall have 60 days to request further hearing if either is not satisfied with the results obtained.

Based upon the above, this matter remains open and is not appealable to the D.C. Court of Appeals as a final decision pending compliance by DC Water with the above provisions set forth and the customer and property owner's notice of desire for further hearing or expiration of 60 days from their receipt of the revised letter of investigation.


Janet W. Blassingame, Hearing Officer
Date: May 1, 2017

Copy to:

[REDACTED] [REDACTED] [REDACTED]
[REDACTED] Forrester Street, SE
Washington, DC 20032

[REDACTED] [REDACTED] [REDACTED]
[REDACTED] Hard Bargain Circle
Indian Head, MD 20640-3043

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

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

Account No: [REDACTED]

Amount in Dispute - \$ 883.38

Before Janet W. Blassingame, Hearing Officer
March 2, 2017 at 11:00 a.m.

The customer contested a water and sewer bill for the above account for the period of time August 19, 2015 to July 13, 2016. The DC Water and Sewer Authority (DC Water) investigated the water and sewer charges and determined that the charges are valid and an adjustment to the account was not warranted. The customer appealed DC Water's decision and requested an administrative hearing.

This matter was scheduled for hearing on March 2, 2017. Present for the hearing were: [REDACTED] and Eileen Wright, Sr. Customer Care Associate, DC Water, on behalf of DC Water.

The property involved is a semi-detached single family residence owned and occupies by [REDACTED] [REDACTED]. The property has one and one-half (1 ½) bathrooms, one kitchen, three (3) outside faucets, a washing machine and radiators. [REDACTED] [REDACTED] stated that she only one outside faucet is operational and that faucet has a lock. She also stated that her water and sewer bill has historically averaged between Forty Dollars (\$40.00) and Fifty Dollars (\$50.00) per billing cycle which she has paid through use of auto-pay. [REDACTED] stated at the time of her receipt of the bill in dispute, she had a credit balance on her account.

[REDACTED] testified that DC Water started estimating her water usage after her August 2015 billing. The customer stated that the August bill was dated August 16, 2015 and was in the amount of \$235.58. [REDACTED] [REDACTED] testified that at the time that the August bill was paid she still had a credit balance on her water and sewer account, but, thereafter, she did not pay a water and sewer bill again until January 2016.

[REDACTED] [REDACTED] asserted that in the year 2016 she paid at total of \$950.00 to the utility for water and sewer service. She testified that she called the utility and complained that its estimates of her water usage were too high. [REDACTED] stated that she received an adjusted water and sewer bill dated July 12, 2016 for the amount of \$1155.65. She stated that her previous account balance was \$373.37 and that the current charge was \$883.38. [REDACTED] [REDACTED] testified that she paid \$386.00 to the utility on August 8, 2016.

[REDACTED] [REDACTED] asserted that she believes that her estimated bills were too high. She stated that

the estimated usage ranged from 2 CCF to 6 CCF and that she believes that her actual water usage was 1 CCF per billing cycle. [REDACTED] explained that her husband died in January 2000 that since her husband's death, she has lived alone in the house. Ms. Wright interjected that DC Water estimates water usage based upon a customer's previous year water usage. [REDACTED] retorted that she had no leaks, does not water the grass, had no dishwasher and had no need to jingle the handles of her toilets. She emphasized that she did not have a drip and had no plumbing work. The customer stated that her bathroom had been re-done in year 2014.

[REDACTED] stated that her current outstanding balance was \$129.35.

Ms. Wright acknowledged that the MTU at the property stopped transmitting meter reads sometime before year 2014. She also acknowledged that DC Water did not conduct an internal inspection in its investigation of the customer's dispute. Ms. Wright stated that DC Water removed the water meter from the property on July 13, 2016 due to routine maintenance and as such, the meter was gone and unavailable to testing. Ms. Wright testified that a service technician was sent to the property to check the MTU and at that time, the technician changed the water meter. Ms. Wright stated that the technician obtained a meter reading while at the property on July 13, 2016 and based upon the meter read, DC Water determined that it under estimated the customer's water usage.

Ms. Wright testified that because of the absence of meter reads from the property, DC Water cannot determine and does not know when high water usage occurred at the property. She stated that the MTU did not function at the property until after November 16, 2016.

[REDACTED] asked Ms. Wright whether the water meter could have faulty and Ms. Wright responded that the meter was removed and not tested.

Ms. Wright stated that she would remove late charges in the amount of \$76.97 from the customer's account.

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 semi-detached single family residence owned by [REDACTED]. (Testimony of [REDACTED])
2. The period in dispute is August 19, 2015 to July 13, 2016. (Testimony of the parties)
3. The MTU at the property stopped transmitting meter reads sometime before year 2014. (Testimony of Eileen Wright)
4. DC Water estimated the customer's water usage for billing purposes throughout the period in dispute. (Testimony of the parties)
5. DC Water obtained a meter reading by a service technician on July 13, 2016 and based upon the meter read obtained determined that it had under estimated the customer's water usage. (Testimony of Eileen Wright)
6. DC Water sent the customer an extended adjusted bill dated 7/22/16. (Testimony of

- ██████████; Bill Summary dated 7/22/16)
7. The customer was unaware of any leaks or plumbing issues existing in her residence and no repairs were made by her or a plumber. (Testimony of ██████████)
 8. DC Water removed the water meter from the property on July 13, 2016 for routine maintenance of meters. (Testimony of Eileen Wright)
 9. DC Water did not test the water meter which was at the property during the period in dispute. (Testimony of Eileen Wright)
 10. DC Water did not conduct an interior inspection for leaks at the property. (Testimony of Eileen Wright)
 11. The MTU at the property did not function until after November 16, 2016. (Testimony of Eileen Wright)
 12. DC Water has agreed to remove from the customer's account late charges in the amount of \$76.97. (Testimony of Eileen Wright)

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, Case No: 12-AA-368, decided DC Court of Appeals on July 3, 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. Meters shall be read quarterly, or at such other times as the Director shall determine. (21 DCMR 308.1 and 309.1)
5. If at any time, a meter, data collection device or transmitter fails to register correctly or collect, deliver or transmit data or otherwise operate or bears evidence of having been

- tampered with, as determined by qualified personal of the Authority, the water charge for the interval in which the incident occurred shall be based on the average previous water consumption determined by meter readings.(21 DCMR 308.4)
6. DC Water is granted the authority to establish, adjust, levy, collect and abate charges for services, facilities, or commodities furnished or supplied by it, pursuant to D.C. Code §34-2202.03(11)
 7. Equitable laches comes into play when two prerequisites are met- the defendant must have been prejudiced by the plaintiff's delay and the delay must have been unreasonable. (See, King v. Kitchen Magic, 391 A.2d 1184, 1187-88 (D.C. 1978); Fannie B. Martin v. William Carter, 400 A.2d 326 (D.C. 1979).

DECISION

Customer in this case established a prima facie case that the charges were wrong as well as for other valid reasons she should not be held responsible for payment of the charges.

With respect to rebutting the customer's prima facie case of non-liability for the adjusted charges, the utility failed to present evidence to support its determination that the charges were valid and no basis exists to adjust the customer's account.

DC Water conceded and agreed to remove late charges from the customer's account.

DC Water also failed to investigate the customer's dispute pursuant to factors set forth in the Municipal Regulations. (See, 21 DCMR 403) Specifically, DC Water failed to test the meter for accuracy. DC Water failed to inspect the house for leaks or to conduct an underground inspection. And DC Water could not verify that the meter was functioning properly.

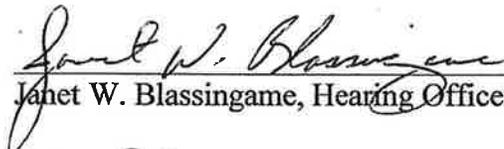
Apart from the insufficient investigation of the customer's dispute, DC Water had an obligation to read the customer's water meter at least on a quarterly basis and it failed to do so. (See, 21 DCMR 308.1 and 309.1) If the customer was using more water than estimated and the utility had obtained a meter read as proscribed by regulation, the customer would have become aware of the excessive water consumption and could have mitigated the loss of water by repairing the problem but because the utility failed to obtain a meter reading for over ten (10) months, the customer was sent a high bill and was unaware of any problem within the house or that she had not been paying the utility an appropriate charge for service. As such, the customer is entitled to the equitable defense of laches based upon the premise that the utility had an obligation to read the water meter within a reasonable period of time- three (3) months- and failed to do so and it is unfair to the customer to be sent a large bill for water used over an extended period of time when the customer was unaware that high water usage was occurring at the property and if the meter had been read within reasonable and proscribed time intervals, the customer would have had notice of something amiss regarding water usage occurring within the home.

In this case, the MTU at the customer's property had not transmitted meter reads going back before year 2014. As opposed to replacing the defective MTU, DC Water would periodically

send a technician to read the water meter and obtain an actual meter read, however, with respect to the period in dispute, DC Water consecutively estimated the customer's water usage for ten (10) billing cycles before obtaining a meter read by a service technician. In so doing, the utility does not know when or if high water usage occurred at the property and the customer was unaware of high usage occurring within her home. Thus, the utility cannot rebut the customer's testimony that she did not use the amount of water as charged.

Pursuant to the applicable regulation, when the MTU fails to transmit the utility can bill based upon prior usage and thus estimate that the customer is using what she or he used in the past. (See, 21 DCMR 308.4). The utility, however, estimated the customers' water usage for too long a period of time in this case for the regulations also state that water meters are to be read on a quarterly basis. In this case, the utility failed to read the water meter as proscribed by regulation. (See 21 DCMR 308.1)

As such, the determination by DC Water that the charges are valid and no adjustment to the account is warranted is hereby REVERSED. DC Water is directed to adjust the customer's account for the period in dispute to equal the average consumption of water at the property for up to three (3) previous comparable periods for which records are available and DC Water should remove late charges billed to the account during the pendency of the customer's dispute.



Janet W. Blassingame, Hearing Officer
Date: May 1, 2017

Copy to:

██████████
██████████ Park Place, SE
Washington, DC 20020

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

IN RE: [REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED] Illinois Avenue, NW
Washington, DC 20011

Account No: [REDACTED]

Amount in Dispute - \$ 664.42

Before Janet W. Blassingame, Hearing Officer
March 29, 2017 at 10:00 a.m.

The customer contested a water and sewer bill for the above account for the period of time July 16, 2016 to October 12, 2016. The DC Water and Sewer Authority (DC Water) investigated the water and sewer charges and determined that the charges are valid and an adjustment to the account was not warranted. The customer appealed DC Water's decision and requested an administrative hearing.

This matter was scheduled for hearing on March 29, 2017. Present for the hearing were: [REDACTED] on behalf of [REDACTED] [REDACTED], her mother, and Eileen Wright, Sr. Customer Care Associate, DC Water, on behalf of DC Water.

The property involved is a single family row house owned and occupied by [REDACTED] [REDACTED]. The house has two (2) bathrooms, one kitchen, a washing machine, a dishwasher, radiators, and one outside faucet. Two (2) people currently reside in the home and Banks stated that the water and sewer bill generally ranges between Fifty-five Dollars (\$55.00) and Sixty Dollars (\$60.00) per billing cycle.

[REDACTED] [REDACTED] questioned whether the water meter had been misread or if there was some other glitch in the system which caused the reporting of high water usage occurring at the property. In support of her concerns, [REDACTED] testified regarding a series of months of water usage and billing regarding her mother's home and she stated the following:

- 7/15/16 – based upon an actual read – 5 CCF;
- 8/12/16 – based upon an estimate – 4 CCF;
- 9/15/16 – based upon an estimate – 12 CCF;
- 10/17/16 – based upon an actual read – 79 CCF over 94 day period;
- 11/15/16 – based upon an actual read – 1 CCF (10/12/16 to 11/05/16);
- 12/14/16 – based upon an actual read – 3 CCF; and
- 1/16/17 – based upon an actual read – 2 CCF.

[REDACTED] [REDACTED] testified that she is at your mother's home at least three (3) times per week and that she has not observed any plumbing issue and her mother has had no leaks. She also stated that your mother has not taken any trips and was been home during the period in dispute.

[REDACTED] stated that a DC Water technician inspected the house in October 2016 and the

technician did not see anything wrong.

██████████ testified that she did not contact a plumber to inspect the property because she did not know of anything wrong within the home.

Ms. Wright testified that DC Water has determined charges to be valid based upon the meter reading. Ms. Wright stated that high water usage occurred at the property between July 10, 2016 and October 12, 2016. Ms. Wright pointed out that DC Water is authorized by regulations to be able to estimate a customer's water usage for billing purposes if and when the meter transmittal unit fails to send meter reads to the utility. Ms. Wright cited DCMR Section 21-308 as the authority allowing the estimating of a customer's water usage.

Ms. Wright asserted that DC Water estimated the customer's water usage for two (2) months-August 2016 and September 2016. She stated that when the meter was read, the read showed that the utility had underestimated the customer's water usage.

Ms. Wright stated that ██████████ contacted DC Water on October 24, 2016 to obtain her account balance and she requested a payment arrangement. Ms. Wright stated that the next contact was when ██████████ called DC Water on November 2, 2016 and requested an inspection.

Ms. Wright testified that DC Water conducted an underground inspection on November 9, 2016 and no registration was found on the water meter and there was no noise on the system. Ms. Wright stated that DC Water did not conduct an interior inspection of the house for leaks. She stated that DC Water removed and tested the water meter and the meter was determined to have 99.39% accuracy. She stated that the meter test was performed on March 27, 2017. Ms. Wright asserted that based upon DC Water's investigation, it was her conclusion that an internal fixture caused the high water usage.

Ms. Wright testified that the customer's MTU stopped transmitting meter reads from the property in July 2016 and she stated that starting in October, 2016, DC Water had a technician go to the property and read the water meter.

Ms. Wright suggested that the customer sign up for the High Usage Notification Alert program (HUNA).

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 ██████████. (Testimony of ██████████)
2. The period in dispute is July 10, 2016 to October 12, 2016. (Testimony of the parties)
3. The MTU stopped transmitting meter reads in July 2016. (Testimony of Eileen Wright)
4. DC Water sent bills to the customer based upon estimates of her water usage in bills

- dated August 12, 2016 and September 15, 2016. DC Water obtained a meter read from the property on October 12, 2016 and based the bill dated October 17, 2016 upon the actual meter read. (Testimony of Eileen Wright; DC Water Billed and Usage History)
5. DC Water has sent a technician to read the customer's water meter for billing in November and December 2016 and in January 2017 and the meter reads have reflected usage as follows: 1 CCF, 3 CCF, and 2 CCF, respectively. (DC Water Billed and Usage History; Testimony of [REDACTED] and Eileen Wright)
 6. DC Water conducted an underground inspection and no leaks were detected. (Testimony of Eileen Wright)
 7. DC Water removed and tested the water meter and the meter was determined to have 99.39% accuracy. (Testimony of Eileen Wright)
 8. [REDACTED] was not aware of any leaks or plumbing issues existing in the house during the period in dispute and no repairs were performed. (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, Case No: 12-AA-368, decided DC Court of Appeals on July 3, 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. Meters shall be read quarterly, or at such other times as the Director shall determine. (21 DCMR 308.1 and 309.1)
5. If at any time, a meter, data collection device or transmitter fails to register correctly or collect, deliver or transmit data or otherwise operate or bears evidence of having been tampered with, as determined by qualified personnel of the Authority, the water charge for the interval in which the incident occurred shall be based on the average previous water consumption determined by meter readings. (21 DCMR 308.4)

6. DC Water is granted the authority to establish, adjust, levy, collect and abate charges for services, facilities, or commodities furnished or supplied by it, pursuant to D.C. Code §34-2202.03(11)
7. Equitable laches comes into play when two prerequisites are met- the defendant must have been prejudiced by the plaintiff's delay and the delay must have been unreasonable. (See, King v. Kitchen Magic, 391 A.2d 1184, 1187-88 (D.C. 1978); Fannie B. Martin v. William Carter, 400 A.2d 326 (D.C. 1979).
8. D.C. Municipal Regulations bar adjustment of a customer's bill when all checks and tests provide no reasonable explanation for excessive water consumption. (See 21 DCMR 408 which states: "In cases in which all checks and tests result in inconclusive findings that provide no reasonable explanation for excessive consumption, no adjustment shall be made to the bill for any portion of the excessive consumption, except as may be approved by the General Manager, based upon a demonstration by the owner or occupant that such an adjustment will further a significant public interest.")

DECISION

The weight of the evidence was against the customer's contention that the bill in dispute was incorrect. The customer's daughter testified that she was unaware of any plumbing or water problems in her mother's residence and that her mother's usage history both past and after the alleged spike in consumption occurred did not support the amount of usage charged to have been used, however, neither the customer nor DC Water inspected the property for leaks or plumbing issues during the period at issue. The customer cited her belief that she did not need a plumber because nothing was wrong in the residence. DC Water conducted an underground inspection and no leaks were detected. DC Water also tested the water meter and the meter was determined to be functioning appropriately and within an acceptable range of accuracy. No one knows the cause of the increased water usage because the cause of the spike was not investigated or found when the spike was occurring. DC Water speculated that the spike might have been caused by an internal fixture, however, its representative cannot determine the exact cause and could only eliminate possible causes and in this instance, the water meter, through testing, was eliminated as a possible cause of the spike in usage, as was the possible existence of an underground leak eliminated as a possible culprit.

DC Water cannot determine when the increase in water usage occurred because the MTU stopped transmitting meter reads. The utility cited its authority to estimate a customer's water usage when the meter transmittal unit stops or fails to transmit and it did estimate the customer's water usage for two (2) billing cycles. (See, 21 DCMR 308.4) The regulations also dictate that DC Water shall read the water meter on a quarterly basis and in this case, it did so and its estimating of the customer's water usage did not exceed three (3) billing cycles. (See, DCMR 21-308.1 and 309.1) As such, DC Water was within its authority to estimate the customer's water usage and it successfully presented evidence that the increased usage was not the result of an underground leak and that the meter was accurately registering water usage occurring at the property.

In instances where all tests and checks do not identify the cause of the increased water consumption, the applicable municipal regulations bar DC Water from adjusting a customer's account. (See, 21 DCMR 408) Likewise, because DC Water did not exceed its authority in estimating the customer's water usage, equity is not available to step in to protect the customer from liability for payment of the high charge. Unfortunately, high usage occurred when the utility was estimating the customer's water usage but nothing protects the customer from liability for payment of water used within her home.

As such, the determination by the 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: May 1, 2017

Copy to:

██████████
██████████ Illinois Avenue, NW
Washington, DC 20011

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

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

Account No: [REDACTED]

Amount in Dispute - \$ 463.04

Before Janet W. Blassingame, Hearing Officer
March 29, 2017 at 1:00 p.m.

The customer contested a water and sewer bill for the above account for the period of time November 14, 2016 to December 13, 2016. The DC Water and Sewer Authority (DC Water) investigated the water and sewer charges and determined that the charges are valid and an adjustment to the account was not warranted. The customer appealed DC Water's decision and requested an administrative hearing.

This matter was scheduled for hearing on March 29, 2017. Present for the hearing were: [REDACTED] and Eileen Wright, Sr. Customer Care Associate, DC Water, on behalf of DC Water.

The property involved is a residential property owned by [REDACTED] since September 2016. She stated that it is a "house of horror" and that she has not moved into the house due to personal reasons and that the house has a lot of problems which she was not made aware of before she purchased the property, including a history of sewer clogs. She stated that there is a tenant occupying the basement. The property has two and one-half (2 ½) bathrooms upstairs and one bathroom in the basement, one kitchen, a dishwasher, and a washing machine. [REDACTED] stated that the water and sewer bill has been Forty-nine Dollars (\$49.00) per billing cycle.

[REDACTED] testified that her tenant telephoned her regarding a problem with his bathroom toilet and in response, she called a plumber. [REDACTED] testified that the plumber snaked the toilet system and she later learned that she should have contacted DC Water to address the problem. The customer stated that the plumber also checked the other toilets in the house, the showers and tested for leaks. [REDACTED] stated that she believes that the plumber caused a problem with one of her other toilets. She stated that she found a toilet making a noise upstairs which is not occupied. She stated that she called someone to fix the toilet on or about December 11 or 12, 2016. [REDACTED] characterized the toilet running as a freak accident.

Ms. Wright testified that DC Water considers the charges to be valid because the customer has a running toilet. She noted that the regulations do not allow DC Water to adjust a customer's account for a fixture leak.

Ms. Wright testified that with respect to the sewer problem, there is a point in the line

that the property owner is responsible and if the sewer snaking goes to the city line in the sewer, the plumber should have contacted DC Water. Ms. Wright noted that whatever the plumber did, the problem was solved. She informed the customer that she must seek reimbursement through the Risk Management Office of DC Water and that the administrative hearing is not the correct forum to seek reimbursement for the sewer issue.

Ms. Wright testified that a spike started at the property on November 14, 2016 at 14:01 and lasted until December 11, 2016 when usage declined.

Ms. Wright asserted that a customer cannot be granted an account adjustment for freak accidents or based upon age and that the only relief is to give a payment plan/arrangement.

██████████ complained that she was not given notice of high usage occurring at the house and that she believes that notice should be automatic. The customer was informed that one might sign up for a high usage alert notice.

Ms. Wright gave the customer information regarding possible sources of help for payment of utilities. Ms. Wright cited the DC Department of Energy, the Urban League and the Strong Families program.

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

FINDINGS OF FACT

1. The property involve is a residence owned by ██████████; a tenant occupies the basement but the upper levels are unoccupied and have been unoccupied since the property purchase in September 2016. (Testimony of ██████████)
2. The period in dispute is November 14, 2016 to December 13, 2016. (Testimony of the parties)
3. The owner hired a plumber to address a sewer issue involving the tenant's basement toilet and the plumber snaked out the sewer as well as inspected the property for leaks and other plumbing issues. The plumber reported no leaks. (Testimony of ██████████; TL Contracting Services, Inc. invoice dated 11/14/2016)
4. At some point after the plumber's performance of work in house, the owner discovered a running toilet in the upstairs portion of the house. (Testimony ██████████)
5. The running toilet was repaired on or about December 11 or 12, 2016. (Testimony of ██████████)
6. A spike in water usage registered on the water meter at the property starting November 14, 2016 and lasting until December 11, 2016 when usage declined back to within normal range. (Testimony of Eileen Wright)

CONCLUSIONS OF LAW

1. The burden of proof is on the customer to show, by a preponderance of evidence, that the decision of DC Water is incorrect. (21 DCMR 420.7 and 420.8)

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

DECISION

The customer acknowledged that she found a toilet making noise on the upstairs level of the property and her testimony as to when the toilet was repaired coincided with DC Water's evidence and testimony as to when the high water usage occurring at the property declined. As such, the weight of the evidence supports DC Water's determination that the charges are valid based upon the existence of a faulty toilet within the house. Moreover, DC Water is barred by Municipal Regulation from adjusting a customer's account for excessive water usage when such usage is caused by a household fixture, such as a toilet.

The customer raised the snaking out of the basement toilet as occurring within or around the timeframe that the faulty toilet and she asserted that she believed the plumber caused the faulty toilet. The evidence did establish that the high usage began on the same day as when the hired plumber was at the residence, however, the whether the plumber caused the toilet problem or not is a matter between the customer and her plumber and does not relieve the customer, as the owner of the property, from liability and responsibility for paying for water used within her house.

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: May 1, 2017

Copy to:

██████████
██████████ Jefferson Street, NW
Washington, DC 20011

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

IN RE: [REDACTED]
[REDACTED] Dent Place, NW
Washington, DC 20007

Service Address:
[REDACTED] O Street, NW

Account No: [REDACTED]

Amount in Dispute - \$ 1,493.00

Before Janet W. Blessingame, Hearing Officer
March 30, 2017 at 9:00 a.m.

ORDER OF DEFAULT

The customer contested a water and sewer bill for the above account for the period of time August 4, 2016 to September 7, 2016. The DC Water and Sewer Authority (DC Water) determined that increased water usage at the property was due to a toilet leak which the tenant acknowledged occurred at the property and as such DC Water determined that the charge was valid and no basis existed to adjust the customer's bill. The customer appealed DC Water's decision and requested an administrative hearing.

This matter was been scheduled for hearing on March 30, 2017. On March 30, 2017, Eileen Wright, Sr. Customer Care Associate, DC Water, on behalf of DC Water, appeared for the hearing.

The customer was afforded a thirty (30) minute grace period and although the hearing was delayed until 9:30 a.m., the customer failed to appear and did not otherwise notify the utility of any problem preventing his appearance for the scheduled hearing. 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. Blessingame
Janet W. Blessingame, Hearing Officer

Date: May 1, 2017

Copy to:

[REDACTED]
c/o [REDACTED]

[REDACTED] Dent Place, NW
Washington, DC 20012