

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

IN RE: [REDACTED]  
[REDACTED] E Street, NE  
Washington, DC 20002-4661

Account No: [REDACTED]  
Case No: 21-18844

Amount in Dispute: \$ 452.52

Before Janet W. Blassingame, Hearing Officer  
January 14, 2021 at 12:00 Noon

The customer contested a water and sewer bill for the period of time July 10, 2020 to August 10, 2020. The DC Water and Sewer Authority (DC Water) investigated and determined that the charges for the period were valid and no basis existed to adjust the account. The customer requested an administrative hearing.

This matter was scheduled for a remote hearing on January 14, 2021. Present on-line for the hearing were [REDACTED] and [REDACTED] as well as, Arlene Andrews, on behalf of DC Water and Rosalyn George, also, of DC Water, observing.

The property involved is a house rented to four (4) tenants. The house has two (2) bathrooms, a kitchen, washing machine, dishwasher, and one outside faucet. The water and sewer bill has ranged between One Hundred Dollars (\$100.00) and Two Hundred Dollars (\$200.00) per billing cycle.

Mr. [REDACTED] testified that nothing unordinary was occurring at the property in July/August 2020. He stated that no high-water usage alerts were sent by DC Water. Mr. [REDACTED] added, that one can hear a toilet running within the house and he heard no running toilets. Mr. [REDACTED] stated that he never heard any water noises within the house. He stated that he called DC Water upon receipt of the water and sewer bill and he, also, conducted his own inspection of the house for water problems and found nothing amiss. He stated that water usage at the house went back to within normal range in October 2020. He acknowledged that the September 2020 water and sewer bill was \$280.00. He stated that the toilets within the house had the plumps changed but he asserted that the plumbing work performed on the toilets took place months after the high bill/usage was resolved. Mr. [REDACTED], also, stated that he went home in December 2020 and that occupancy within the house was down due to the holidays.

Ms. Andrews asked Mr. [REDACTED] when the plumbing work was performed on the toilets and he stated that the work was done in November 2020. Ms. Andrews pointed out that DC Water sent HUNA alerts (high usage notification alerts) to [REDACTED] on July 26, 2020 and August 1, 2020. The parties acknowledged that [REDACTED] was a tenant within the house and his email was on file with the utility for alerts.

Ms. Andrews testified that the meter reads upon which the bill was based were actual reads and that the reads had been transmitted to the nearest tower by the MTU (meter transmittal

unit) located on the water meter of the property. Ms. Andrews stated that the meter reads are transmitted on an hourly basis. She, further, asserted that a water meter only advances when water is being used and water goes thru the meter. She asserted that there are no misreads on an automated water meter.

Ms. Andrews testified that based upon meter read data, water at the property ran continuously from July 24, 2020 to August 1, 2020. She stated that water usage at the property spiked again between August 20, 2020 and September 1, 2020, when, again, the water ran continuously. She testified that the high-water usage was not caused by an underground leak because at certain points in time the usage stopped and if an underground leak had been the cause of the high usage, the usage would have remained high until the leak was repaired. Ms. Andrews testified that water usage at the property returned to within normal range as of September 30, 2020.

Ms. Andrews asserted that DC Water investigated the cause of the high-water usage by contacting ██████████ to discuss plumbing repairs and recorded usage. Contained in the DC Water Interaction Record, on November 23, 2020, ██████████ was contacted by DC Water as part of the utility's investigation and during the course of ██████████ conversation with the service representative, he told the service representative that internal parts were replaced for a running toilet within the last 3 months but he did not believe that the toilet was the reason for the high usage. ██████████ stated that the tenants replaced the toilet parts and when asked for the date of the receipt of parts, Mr. ██████████ told the service representative that the receipts were given to the owner. Mr. ██████████ stated that he would get a copy of the receipt and call back with the date the repairs were made. Ms. Andrews testified that the utility did not perform a meter test because it received information that a fixture within the house was replaced. She stated that the customer was asked to provide to the utility a copy of the receipt reflecting that plumbing work was performed at the property and the customer failed to provide such requested documentation. Ms. Andrews stated that because parts were replaced on the toilets and usage has gone down, no account adjustment is made in that the high usage was due to a defected fixture.

Ms. Andrews stated that the property owner initially contacted DC Water to dispute the billing on August 24, 2020.

Mr. ██████████ acknowledged that a HUNA alert was received on August 1, 2020. He stated that the landlord said on September 21, 2020, that he would send someone to the property to check for leaks. Mr. ██████████ reasserted that he would have heard a running toilet.

Ms. Andrews stated that the continuous water usage occurred in two (2) billing cycles. She pointed out that the bill for the period 9/10/2020 to 10/9/2020 was in the amount of \$180.85 and the bill for the period 8/10/2020 to 9/9/2020 was in the amount of \$280.96. She stated that the customer's bill statement dated November 9, 2020 reflected normal water usage occurring at the property during the period October 9, 2020 to November 9, 2020.

Mr. ██████████ complained of a lack of investigation by DC Water. He asserted that the tenants within the house could not have been doing anything to cause high water usage.

Ms. Andrews stated that during the covid-19 pandemic, DC Water was suspended doing interior leak inspections. She stated that when the property owner telephoned DC Water regarding the bill, the service representative reviewed the water usage with him and the owner authorized [REDACTED], one of the tenants, to discuss the account with the utility. Ms. Andrews stated that the customer's water and sewer bills were:

\$425.00 – bill dated 8/20  
\$280.00 – bill dated 9/20  
\$180.00 – bill dated 10/20  
\$115.00 – bill dated 11/20

Mr. [REDACTED] reiterated that he did not hear a toilet running; Ms. Andrews retorted that people do not always hear toilets running.

[REDACTED] was away from the property from March 2020 to September 2020. Mr. [REDACTED] used the basement toilet. It was asserted that Mr. [REDACTED] was totally back residing in the house by mid-October 2020, but, before he came back, he would come to the house once per month. (It was explained that Mr. [REDACTED] was at his girlfriend's residence during his absence from the property.)

Ms. Andrews asserted that when a bathroom, specifically, a toilet is not regularly used, if the flapper does not close, when someone comes back and uses the toilet, flushing the toilet may resolve the problem. Ms. Andrews reiterated that fixture leaks are not always heard.

It was stated that [REDACTED] went around the house to check for water issues after the August 1<sup>st</sup> HUNA alert was received.

Ms. Andrews stated that because the water usage declined, all checks were inconclusive and, as such, no adjustment of the customer's account was warranted.

Mr. [REDACTED] asserted that if the toilet was the cause of the high-water usage, the usage would have been the same. He contended that DC Water should have done an inspection. Ms. Andrews responded that when high water usage occurs, a customer's bills are not the same/consistent. Mr. [REDACTED] stated that the occupants' behavior did not change.

Ms. Andrews pointed out that the customer indicated that a toilet repair was done at the property and she asserted that since the repair was performed, there has been no further high-water usage at the property.

Mr. [REDACTED] stated that a message was sent to their landlady on September 21, 2020. He stated that the plumbing change was performed sometime after September 21, 2020. He asserted that whatever caused the decline in water consumption, the replacement of the toilet part does not fit the timeline.

Ms. Andrews stated that the customer's water usage went down after plumbing work was performed at the property and the water usage stayed down. Ms. Andrews referred to DC

Water's contact notes with the customer and stated that there was a note that [REDACTED] contacted DC Water on 8/24/20 regarding the account and that the usage history was reviewed at that time and the [REDACTED] was told to inspect the property for fixture leaks. Ms. Andrews stated that [REDACTED] called DC Water a second time and, only then, disputed the bill for \$425.50 asserting that the usage between 7/25 and 7/30 was too high.

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 house rented to four (4) tenants who are responsible for the water and sewer bill. (Testimony of [REDACTED])
2. The period in dispute is July 10, 2020 to August 10, 2020. (Testimony of the parties)
3. High water usage occurred at the property starting in July 2020 with spikes of continuously running water between July 24, 2020 and August 1, 2020 and, again, between August 20, 2020 and September 1, 2020. The customers' water usage returned to within normal range as of September 30, 2020. (Testimony of Arlene Andrews)
4. The high-water usage effected three (3) billing cycles and the customers' bill in August 2020 (bill in dispute) was \$425.00, the bill in September 2020 was \$280.00 and the bill in October 2020 was \$180.00. The customers' bill in November 2020 was \$115.00, thus, reflecting that high water usage was no longer occurring at the property. (Testimony of Arlene Andrews)
5. DC Water sent HUNA alerts of high-water usage occurring at the property on July 26, 2020 and August 1, 2020. (Testimony of Arlene Andrews)
6. DC Water has hourly meter reads from the property. (Testimony of Arlene Andrews)
7. Because water usage at the property stopped for periods of time, DC Water ruled out the existence of an underground leak as a possible cause of the high usage because the nature of an underground leak is that such a leak requires repair for the leak to stop. (Testimony of Arlene Andrews)
8. The tenants contacted the landlord on or about September 21, 2020 and were told that the landlord would send someone over to check the toilets. (Testimony of [REDACTED])
9. The tenants deny hearing any toilet running in the house or being aware of any plumbing issue after doing an inspection of the property. (Testimony of [REDACTED])
10. Due to the covid-19 pandemic occurring in the District of Columbia, DC Water suspended sending service technicians into customers' home to conduct interior leak inspections. (Testimony of Arlene Andrews)
11. DC Water was informed of plumbing repairs being performed at the property and the utility asked that the customer send the receipt reflecting the nature and date of the repairs performed. (Testimony of Arlene Andrews; DC Water Interaction Note dated 11/23/2020)
12. DC Water did not perform a meter test because water usage went back to normal at the property after the plumbing repair was done. (Testimony of Arlene Andrews)

#### CONCLUSIONS OF LAW

1. The burden of proof is on the customer to show, by a preponderance of evidence, that the decision of DC Water is incorrect. (21 DCMR 420.7 and 420.8)
2. DC Water is obligated to investigate a challenge to a bill by doing any or all of the following:
  - (a) Verify the computations made in the formulation of the water and sewer charges;
  - (b) Verify the meter reading for possible meter overread or doubtful registration;
  - (c) If feasible, check the premises for leaking fixtures, underground invisible leaks, and house-side connection leaks;
  - (d) Check the meter for malfunction;
  - (e) Check the water-cooled air conditioning system, if any, for malfunction; and
  - (f) Make a reasonable investigation of any facts asserted by the owner or occupant which are material to the determination of a correct bill.

See, 21 DCMR 403.
3. D.C. Municipal Regulations bar adjustment of a customer's bill when all checks and tests provide no reasonable explanation for excessive water consumption. (See 21 DCMR 408 which states: "In cases in which all checks and tests result in inconclusive findings that provide no reasonable explanation for excessive consumption, no adjustment shall be made to the bill for any portion of the excessive consumption, except as may be approved by the General Manager, based upon a demonstration by the owner or occupant that such an adjustment will further a significant public interest.")
4. The repair of leaking faucets, household fixtures and similar leaks, and the repair of malfunctioning water-cooled air conditioning equipment, are the responsibility of the owner or occupant. (21 DCMR 406)

### DECISION

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

In all bill dispute cases, DC Water is obligated to investigate but the burden of proof remains upon the customer disputing the bill. Several types of tests and actions are outlined in the Municipal Regulations as being available to the utility in its investigation, however, the regulations do not prescribe any particular act or test that has to be performed and the nature of the investigation is left to the discretion of the utility. (See, 21 DCMR 403)

The customers asserted that DC Water did not investigate the cause of high-water usage occurring at the property and, in this case, the utility did not, in fact, conduct at least two (2) tests which it normally does in investigating a bill dispute. The utility did not conduct an interior inspection for leaks and it did not perform a meter test. The utility, however, provided reasonable

and valid explanations as to why each test was not performed and it provided basis for its determination that its billing was correct. DC Water explained that due to the Pandemic it suspended interior inspections of residences for the safety of its employees and customers. DC Water further explained that it did not test the water meter because of information from the customer that a plumbing repair had been performed at the property. The utility explained that it determined that the water usage had returned to normal after the repair was performed. DC Water presented testimony and evidence of its hourly meter reads and why it could rule out the existence of an underground leak as a possible culprit causing the excessive usage. The utility also presented testimony and the customers admitted that HUNA alerts had been sent by the utility to the tenant representative email on file with the utility to advise that high water usage was occurring at the property.

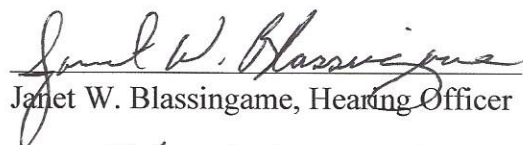
The customers denied hearing a running toilet or discovering any plumbing defects during the period in dispute or thereafter, however, the testimony and evidence established that the tenants replaced a part on a defective toilet during the period that high water usage occurred at the property. During the hearing, Mr. ██████ testified that the toilet repair was made but he stated that the repair was done months after the high-water usage resolved. Mr. ██████ in speaking with a service representative on November 23, 2020, told the DC Water service representative that the toilet repair for a running toilet had been within the last 3 months. Counting back 3 months, based upon Mr. ██████ statements, the customers repaired a running toilet within their house sometime between November and September 2020. DC Water presented evidence and testimony that the high-water usage at the property resolved as of September 30, 2020. The customers further testified that the landlord was contacted on or about September 21, 2020 and the landlord was to send someone over to check the toilets. The customers, further, failed or neglected to provide to the utility, although requested, a receipt evidencing when the toilet part used in the repair of the running toilet was purchased.

Based upon the foregoing, the Hearing Officer concludes that the testimony of the customers regarding both the existence of a defective toilet and when the repair of the running toilet was performed was evasive and conflicting and not supported by the evidence. The Hearing Officer concludes that the weight of the evidence and testimony supports a conclusion that there was a defective toilet in the house which caused high water consumption to occur and that the high consumption ended when the toilet was repaired. In light of the customers' testimony that the landlord was sending someone over to the house to check the toilet based upon the call to the landlord on or about September 21, 2020, the Hearing Officer concludes that the toilet repair most likely occurred between September 21<sup>st</sup> and September 30<sup>th</sup>, when the usage returned back to within normal range.

As pointed out by Ms. Andrews, during her testimony, the Municipal Regulations bar the adjustment of a customer's account when high water consumption is caused by a household fixture such as a toilet. (See, 21 DCMR 406) DC Water established the accuracy of its meter

reads and that it had alerted the customer of high-water usage occurring at the property during the period at issue.

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

  
Janet W. Blassingame, Hearing Officer

Date: March 3, 2021

Copy to:



E Street, NE  
Washington, DC 20002-4661

**BEFORE THE DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY**

**DEPARTMENT OF CUSTOMER SERVICES**

IN RE: [REDACTED]  
[REDACTED] 17<sup>th</sup> Street, NE  
Washington, DC 20018

Service Address:  
[REDACTED] 14<sup>th</sup> Street, NE  
Washington, DC 20017

Account No: [REDACTED]  
Case No: 21-10175

Amount in Dispute: \$ 662.36

Before Janet W. Blassingame, Hearing Officer  
January 28, 2021 at 10:00 a.m.

The customer contested a water and sewer bill for the period of time February 15, 2020 to March 13, 2020. The DC Water and Sewer Authority (DC Water) investigated and determined that the charges for the period were valid and no basis existed to adjust the account. The customer requested an administrative hearing.

This matter was scheduled for a remote hearing on January 28, 2021. Present on-line for the hearing were [REDACTED] with her daughter, [REDACTED], as well as, Arlene Andrews, on behalf of DC Water and LaFatima Black, also, of DC Water, Support Team, observing.

The property involved is a single-family residence where [REDACTED] mother resided until her death on July 5, 2018. The property has three (3) bathrooms, a kitchen, one outside faucet, a dishwasher, a utility sink, a washing machine. The house is vacant and the customer is awaiting receipt of a construction permit so that she may renovate the property. The customer stated that the water and sewer bill has been under Thirty-five Dollars (\$35.00) per billing period.

Ms. [REDACTED] stated that the water and sewer bill statement went to a neighbor's mailbox and the neighbor failed to forward or give her the statement for two (2) months. Ms. [REDACTED] stated that when she finally got the bill from the neighbor, she telephoned DC Water and was told that high water usage occurred at the property between February 28<sup>th</sup> and March 9<sup>th</sup>.

Ms. [REDACTED] testified that she recalled seeing a DC Department of Transportation truck near the property and that paving work was being performed. She also stated that on another occasion, she saw water running down the street. She stated that she asked the neighbors whether they, too, were experiencing high water bills and she was told by the neighbors that their bills were not high.

Ms. [REDACTED] stated that she sent emails to DC Water every month asking the utility to address her bill dispute. She stated that despite her pending bill dispute, she received a notice of



intent to lien the property. Ms. [REDACTED] stated that she spoke with Kimberly Arrington of DC Water regarding the notice to lien and she asked that DC Water check the water meter at the property.

Ms. [REDACTED] stated that on the day of the scheduled meter check, she waited at the property but no one from DC Water came to check the meter.

Ms. [REDACTED] testified that Mike Mathews of DC Water told her to have a plumber turn off the water in the house. She stated that he looked at the water meter but did not do an underground leak check. She stated that no one has told her how an underground leak check/test is performed.

Ms. [REDACTED] stated that she has owned the house for eleven (11) years and the water and sewer bill has never been so high. She stated that the water usage at the property went back to normal on the eleventh day of the period of alleged high consumption.

Ms. [REDACTED] stated that she went on the DC Department of Transportation website in an effort to see where work was being performed.

She stated that there were no leaks in the house and that she only watered the plants and she would flush the toilet once per week when she visited the property.

Ms. Andrews asked Ms. [REDACTED] whether a plumber inspected the property and she replied no. Ms. Andrews explained that the excessive water usage may have been due to a running toilet. Ms. Andrews stated that sometimes a toilet flapper may not close properly causing the toilet to run. She informed the customer that a plumber would check all fixtures in the house. Ms. [REDACTED] retorted that she never left the property until the toilet tank was filled up. She stated that she did not hear any running water. Ms. [REDACTED] added that she spent Ten Thousand Dollars (\$10,000.00) to convert the water pipes at the property from lead to copper. She added that her gardener also saw nothing wrong at the property. Ms. [REDACTED] stated that she had two (2) of the bathrooms worked upon in year 2018. She reiterated that she performs a weekly inspection for leaks at the property and has not found any leaks.

Ms. Andrews testified that the meter reads from the property are actual and based upon automated reads transmitted on an hourly basis. She stated that a water meter only advances when water is being used and a water meter does not auto-repair if it is defective.

Ms. Andrews testified that DC Water pulled the water meter and tested the meter. She stated that the water meter was determined to have 100.10 % accuracy. Ms. Andrews explained that DC Water follows the standard set by the American Water Works Association that water meter accuracy ranges between 98.5% and 101.5%.

Ms. Andrews testified that DC Water performed an underground test at the property on October 23, 2020 and no wasted water was detected. She stated that DC Water performed an equipment test on November 25, 2020 and the meter was found to be registering ok.

Ms. Andrews stated that DC Water sent the customer a HUNA alert (high usage notification alert) on March 9, 2020 and that the high usage started to decrease as of March 8, 2020.

Ms. Andrews testified that it is the conclusion of DC Water that the water was controlled internally at the property and that someone either fixed or turned off a fixture.

Ms. Andrews explained, on a question from the customer, that meter reads are transmitted thru a unit on the water meter and the reads go to the nearest tower set on buildings throughout the City. Ms. Andrews informed Ms. [REDACTED] that DC Water no longer sends technicians out to properties to read the water meter unless the utility is not receiving automated meter reads from the MTU device on the water meter. Ms. Andrews stated that the reads are sent by satellite signal.

Ms. Andrews testified that the water meter was tested on December 24, 2020 and that the meter had been in place at the property since March 15, 2018.

Ms. Andrews explained that when an underground inspection is performed, the service technician goes to the water meter and turns the water off from the inside of the property and turns the water off on the public side of the meter. She explained that the technician looks to see if there is registration of the meter after the valves have been turned off. Ms. Andrews stated that the technician saw nothing on either side of the water meter to cause registration.

Ms. [REDACTED] interjected that she did not receive a HUNA alert. She stated that she checks her email on a daily basis and did not get a message from DC Water. Ms. [REDACTED] stated that she is looking at the work order and questions why the MTU was replaced and that there must have been a problem with the MTU device if the utility changed the device. Ms. Andrews responded that the water meter and the MTU are two (2) separate devices. She stated that the MTU device was changed after the underground inspection and equipment check. Ms. Andrews stated that the MTU device has nothing to do with the accuracy of the water meter and the device only transmits the meter reads. Ms. [REDACTED] asserted that if the MTU was operating properly, why was the device changed. Ms. Andrews responded that the utility may change the MTU doing a meter check. She stated that the water meter was pulled from the property for testing on December 22, 2020 and the meter was tested on December 24, 2020. Citing the work history for the property, Ms. Andrews stated that the underground leak check was done October 23, 2020. Ms. Andrews stated that the customer was told that the utility would be doing an equipment check and the customer was also told to have a plumber check the property. Ms. [REDACTED] responded that she wanted to be present at the property when DC Water came out to the property. She complains that she was present for two (2) appointments but not on November 25, 2021 when the equipment check was performed. Ms. Andrews stated that DC Water technicians are instructed to make as little contact with customers as possible when they are working at a property. Ms. Andrews responded that she was not told by DC Water when the underground leak inspection was done. She stated that the first service technician who came out to the property informed her that he was not did not do underground inspection but only looks at the water meter.

Ms. [REDACTED] complained that it took from May to September to get action/response from DC Water. Ms. Andrews stated that notices were sent by DC Water on July 6, 2020 and August 12, 2020, that an email was sent on September 23, 2020 and that the utility re-sent its notice and letter to the customer again. Ms. [REDACTED] denied receiving notices from DC Water; she stated that she checked her spam folder as well. Ms. [REDACTED] reiterated that she wanted to be at the property so that she would know what was being done by DC Water and only, after she received the notice of hearing and hearing documents does she see what was done at her property. Ms. Andrews stated that DC Water re-sent emails to the customer every time the customer sent the utility an email requesting the status of her dispute. Ms. Andrews stated that the first contact with the customer was on May 8, 2020 and that the utility sent letters to the customer on June 5, 2020 and July 6, 2020. At that point, Ms. Andrews and Ms. [REDACTED] reviewed the utility customer contacts and responses.

Ms. Andrews stated that paving was performed on the public side of the property and she explained that usage registration pertains to water used on the private side, only. Ms. [REDACTED] said that the paving work was done in February 2020. Ms. Andrews stated that the DC Department of Transportation is separate from DC Water and that the work performed by the Transportation Department had nothing to do with water consumption at the property, Ms. Andrews stated that DC Water was not contacted by the other agency regarding the paving work and no one from DC Water was present at the worksite. Ms. Andrews reiterated that the work done by the DC Department of Transportation had no effect upon the customer's water consumption. Ms. [REDACTED] stated that the paving work was on the sidewalk by the water meter, not in the street.

Ms. Andrews testified that there was no meter overread or meter malfunction. She pointed out that the water meter passed testing and its accuracy was within accepted range. Ms. Andrews asserted that all tests and checks by DC Water provided no explanation for excessive water usage occurring at the property and, pursuant to 21 DCMR 408.1, DC Water had no basis to adjust the customer's account. Ms. Andrews explained that whenever a customer disputes bill charges, DC Water pulls the water meter for testing and meter is replaced, as is, the MTU device.

Ms. [REDACTED] restated her complaint that she knew nothing about DC Water's actions at her property even though she asked to be present when the utility came out to the property.

Ms. Andrews informed Ms. [REDACTED] that, through the DC Department of Energy, she may obtain assistance for paying her water and sewer charges. Ms. [REDACTED] responded that she had already contacted the agency and she did not qualify for assistance from the agency. She restated her suspicion that because the paving work was done around the same time that high water usage was reported occurring at her property, she believes that the work was connected to the usage. The customer reiterated that there had been no change within the house and that she visited the property regularly. She stated that the usage started February 28, 2020 and ended March 9, 2020 when it went back to normal and that was when the paving work was finished. Ms. [REDACTED] asserted that she believes that because her house is on the corner, she was the only one impacted by the high-water usage. She asserted that she did her due diligence regarding what was going on in the area. She asserted that the DC Water equipment had glitches.

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]. The property had been occupied by Ms. [REDACTED] mother until her death in July 2018 and the property has been vacant pending the issuance of a construction permit. (Testimony of [REDACTED])
2. The period in dispute is February 15, 2020 to March 13, 2020. (Testimony of the parties)
3. High water usage occurred at the property from February 28, 2020 to March 8, 2020. (Testimony of the parties)
4. The high usage declined and returned to normal as of March 9, 2020. (Testimony of the parties)
5. The customer was unaware of any leaks or plumbing issues in the house and she conducted a house inspection on a weekly basis. (Testimony of [REDACTED])
6. Although the house was vacant, the customer did not turn-off water to the house and on her weekly visits, she watered plants and flushed the toilet. (Testimony of [REDACTED])
7. DC Water found no evidence of meter misread and the reads were transmitted on an hourly basis by a MTU attached to the water meter. (Testimony of Arlene Andrews)
8. DC Water tested the water meter and the meter was determined to have 100.10% accuracy which is within the accepted range of meter accuracy as established by the American Water Works Association. (Testimony of Arlene Andrews)
9. DC Water conducted an underground inspection and found no evidence of a leak. (Testimony of Arlene Andrews)
10. The customer was suspicious that the high-water usage was the result of paving work done in front of the house by the DC Department of Transportation. (Testimony of [REDACTED])
11. The paving work performed by the DC Department of Transportation was done on the sidewalk which is on the public side of the water meter resulting in no water registration on the customer's water meter from anything done relating to the paving work. (Testimony of Arlene Andrews)
12. DC Water sent HUNA alerts to the customer regarding high water usage occurring at the property; the customer denied receiving the alerts. (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. DC Water is obligated to investigate a challenge to a bill by doing any or all of the following:
  - (a) Verify the computations made in the formulation of the water and sewer charges;
  - (b) Verify the meter reading for possible meter overread or doubtful registration;

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

See, 21 DCMR 403.

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

### DECISION

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

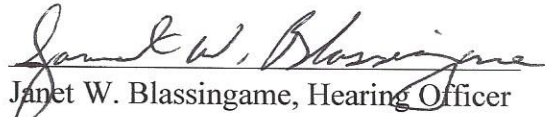
The customer testified that the house was vacant and that she was unaware of any leaks or plumbing problems. The customer, further, testified that she went to the house on a weekly basis and watered the plants and flushed the toilets.

In response to the customer's presentation of what amounts to a prima facie case that either the bill was wrong or she should not be responsible for its payment, the utility suggested that the high-water usage might have resulted from a faulty toilet. It was explained that sometimes, especially in vacant property, if the toilet is flushed the flapper may not close properly and the toilet will run until flushed again. The customer denied hearing a running toilet and she testified that she always waited for the toilet to fill after each flushing. DC Water's response was to inform the customer that one might not always hear a running toilet.

DC Water conducted an investigation in connection with the bill dispute. In counter to the customer's position that the bill was wrong, the utility presented evidence of hourly meter reads from the property, testimony that the meter had not misread the water usage and meter test results reflecting accuracy of the meter. The utility, further, conducted an underground inspection and found no evidence of a leak. The utility debunked the customer's theory that the high-water usage was caused by paving work performed by the DC Department of Transportation, explaining not only that the paving had nothing to do with DC Water but, also, that the work was performed on the public side of the water meter meaning that it did not cause any water to go thru the customer's water meter. Lastly, DC Water presented testimony that it

sent out high-water usage notifications to the customer alerting the customer that excessive water usage was occurring at the property.

The Hearing Officer concludes that the weight of the evidence and testimony is the disputed bill is correct. Pursuant to 21 DCMR 408, when all of the checks and tests failed to discover the cause of or a reasonable explanation for excessive water usage, the utility does not adjust a customer's account. In this case, the utility successfully rebutted that customer's position that the bill was wrong by showing the results of its investigation. 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.

  
Janet W. Blassingame, Hearing Officer

Date: March 3, 2021

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