

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

IN RE: [REDACTED]

Washington, DC 20016

Service Address:
[REDACTED] Wisconsin Avenue, NW

Account No: [REDACTED]
Case No: 22-19820

Dates and Amounts in Dispute:
7/2/20 – 8/3/20 = \$ 3,384.74
8/4/20 – 9/1/20 = \$ 2,174.67

Before Janet W. Blassingame, Hearing Officer
July 29, 2022 at 10:00 a.m.

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

This matter was scheduled for a remote hearing on July 29, 2022. Present for the hearing were: [REDACTED]; and, LaFatima Black and Kimberly Arrington, on behalf of DC Water.

The property involved is a single-family house, having two (2) full bathrooms, two (2) half-bathrooms, one kitchen, a dishwasher, a washing machine and one outside faucet. The property was vacant during the periods in dispute and had been vacant for one and one-half (1 ½) years. Mr. [REDACTED] stated that when the property is occupied, the water and sewer bill averages \$120.00 per billing cycle.

Mr. [REDACTED] testified that a neighbor telephoned him informing him that there was water in the backyard of the house. Mr. [REDACTED] testified that he went to the property and discovered that someone had been living in the basement of the house without his knowledge or authorization. He stated that the person was arrested. Mr. [REDACTED] further, stated that he was told that a guy was using the outside faucet of the house to wash himself.

Mr. [REDACTED] testified that, because of the Covid-19 pandemic, he would go over to the property once per week and he stated that he would go inside of the property.

Mr. [REDACTED] stated that when he received a water and sewer bill for \$2,700.00, he told DC Water that it had made a mistake. He stated that the service representative told him that he would be receiving a bill for \$3,000.00. Mr. [REDACTED] stated that when he did, in fact, receive that bill for \$3,000.00, he telephoned the utility.

Mr. [REDACTED] complained that, prior to sending him such a large bill, the utility did not send him an alert of high-water usage occurring at his property. Mr. [REDACTED] admitted that he did not know if he ever signed-up for DC Water alerts of high-water usage. He stated that he has owned the property for forty-two (42) years and does not remember his actions with the utility over the years.

Mr. [REDACTED] clarified that when water was found in the yard of the property and when a man was discovered living in the basement such events were not at same the time but occurred on different occasions. Mr. [REDACTED] stated that the man found in the house had gained access thru the basement. He stated that when water was found in the yard, he did not find water running but only saw standing water in the yard. Mr. [REDACTED] stated that he did not take any measure to turn-off the water in the house.

Mr. [REDACTED] stated that DC Water changed the water meter at the property in year 2020 after the bills in dispute were sent to him.

On cross-examination, the property owner was asked whether he was told, when the trespassing case was in DC Court, that he could get damages from the defendant. Mr. [REDACTED] stated that he did not pursue suing the trespasser.

Ms. Black testified that the water meter readings from the property are actual. She, further, testified that there was a spike in water usage at the property from July 5, 2020 to August 20, 2020.

Ms. Black asserted that Mr. [REDACTED] admitted to a DC Water Service Representative that he found water running at the hose bib and that there were squatters found at the property. She, further, asserted that Mr. [REDACTED] is responsible for the water and sewer charges.

Ms. Black stated that the water meter at the property was changed in February 2020.

Ms. Black stated that the property owner received an Investigation Letter reflecting an incorrect amount due to the utility; she stated that DC Water has corrected the Investigation Letter.

Mr. [REDACTED] stated that the house was vacant and that he is not responsible for water used. He, also, reasserted that DC Water did not notify him of high water occurring at the property. Ms. Black responded that Mr. [REDACTED] was not enrolled in HUNA, the DC Water high-water usage notification program.

Ms. Black stated that Mr. [REDACTED] contacted DC Water regarding September 2020 bill. She stated that the bill was dated 9/15/2020. She stated that the bill period ending on August 3rd was billed on August 12th.

Ms. Black stated that the customer enrolled the property in HUNA on September 22, 2020. She stated that the utility had no contact information for Mr. [REDACTED] prior to the enrollment of the property in HUNA.

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

FINDINGS OF FACT

1. The property involved is a single-family house owned by [REDACTED] (Testimony of [REDACTED])
2. The period in dispute is 7/2/2020 to 9/1/2020. (Testimony of the parties)
3. During the period in dispute, the property owner did not have a tenant in the property and believed the property to be vacant, however, he found out that there was a squatter in the basement and a man was using the outside hose bib to wash himself. (Testimony of [REDACTED])
4. The property owner observed standing water in the backyard of the property. (Testimony of [REDACTED])
5. High water usage occurred at the property from July 5, 2020 to August 20, 2020. (Testimony of LaFatima Black)
6. DC Water billed the customer based upon actual meter readings from the property. (Testimony of LaFatima Black)
7. The customer was not enrolled in HUNA during the period in dispute; the customer did enroll in HUNA on September 22, 2020. (Testimony of LaFatima Black)

CONCLUSIONS OF LAW

1. The burden of proof is on the customer to show, by a preponderance of evidence, that the decision of DC Water is incorrect. (21 DCMR 420.7 and 420.8)
2. The property owner is the ultimate responsible party to pay for water and sewer services at a property and the obligation to pay DC Water's water and sewer charges runs with the property where the water services are rendered. (See, Euclid Street, LLC v. D.C. Water, A. 3rd 453, D.C. Court of Appeals 2012)

DECISION

The customer has the burden of proof of showing that more likely than not the bills in dispute are wrong or for some other reason, the property owner should not be held responsible of payment. In this case, the property owner is/was unable to meet the burden of proof,

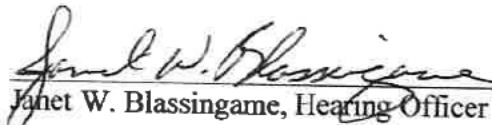
The property owner in this matter discovered a squatter occupying his property. He discovered standing water in the backyard of the property. And, he was informed that a man was using the outside hose bib to wash himself. The customer testified that the squatter was arrested but he, also, testified that he did not seek damages from the individual found to be unlawfully residing in his property and the customer stated that he did not take any action to turn-off water at the outside hose bib upon learning that someone was using the water at the property.

The property owner disclaimed financial responsibility for water used at his property and he disputed the water and sewer charges incurred. He argued that the water was consumed by a

squatter/trespasser. There was no evidence or testimony that the water used was caused by a leak or that the charges were incorrect. Moreover, the property owner failed to cite any basis under the D.C. Municipal Regulations which would absolve him of responsibility for payment of the water and sewer charges.

The property owner testified that he visited the property on a weekly basis and that he would go into the property. Despite such visits by the property owner, a squatter was able to live in the basement of the property and someone was using the outside water. The property owner testified that he did not seek damages from the persons occupying the property and using the water. As such, the property owner is the ultimate responsible party to pay for water and sewer services at a property and the obligation to pay DC Water's water and sewer charges runs with the property where the water services are rendered. (See, Euclid Street, LLC v. D.C. Water, A. 3rd 453, D.C. Court of Appeals 2012)_DC_Water provides water and sewer services to properties and it does not in any way involve itself in matters pertaining to third party liability to a property owner for water use. As noted above, water and sewer charges run with the real property and the property owner is the ultimate party responsible for payment of the utility bill. DC Water has no responsibility to look further than the property owner for payment of the water and sewer bill.

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


Janet W. Blassingame, Hearing Officer

Date: Sept 2, 2022

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