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**Testimony of Megan Browder
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**Before the Committee on Transportation and the Environment
Council of the District of Columbia**

Public Hearing Regarding:

**Bill 26-0105, “Improving Tenant Access to Water Bills Amendment Act of 2025”
Bill 26-0124, “Utility Disconnection Protection Act of 2025”
Bill 26-0243, “Automatic Enrollment for Utility Affordability Programs Act of 2025”
Bill 26-0443, “DC Water Billing and Disconnection Modernization Amendment Act of
2025”**

March 26, 2026

Legal Aid DC¹ strongly supports the above bills and we appreciate Councilmember Allen and the Committee on Transportation and Environment for taking steps to protect tenants. Under current law and practice, hundreds of tenants – through no fault of their own – face losing access to water.² The Improving Tenant Access to Water Bills Amendment Act of 2025, DC Water Billing and Disconnection Modernization Amendment Act of 2025, Automatic Enrollment for Utility Affordability Programs Act of 2025, and Utility Disconnection Protection Act of 2025, all contain needed changes to protect

¹ Legal Aid DC is the oldest and largest general civil legal services program in the District of Columbia. The largest part of our work is comprised of individual representation in housing, domestic violence/family, public benefits, and consumer law. We also work on immigration law matters and help individuals with the collateral consequences of their involvement with the criminal legal system. From the experiences of our clients, we identify opportunities for court and law reform, public policy advocacy, and systemic litigation. For more information, visit www.LegalAidDC.org.

² Legal Aid will provide separate testimony on Bill 26-0595, “Transparent Rates and Utility Expenses Amendment Act of 2025,” before the Committee on Housing.

vulnerable residents and make sure that tenants are not unfairly penalized for housing providers' failures.

Water is an Essential Service that Is the Responsibility of the Owner

Legal Aid supports the DC Water Billing and Disconnection Modernization Amendment Act of 2025 and the Improving Tenant Access to Water Bills Amendment Act of 2025. These bills, however, are stop-gap measures that address current issues with water disconnections. The Council also must deal with the underlying issue: landlords who shirk their responsibilities and violate DC housing law. For many DC tenants, especially those living in small or medium multifamily buildings, the landlord, not the tenant, is responsible for maintaining water service. District law requires housing providers to maintain utilities, including water, when the utility is the responsibility of or under the control of the owner.³

Many leases are silent as to water charges or explicitly state that the tenant is not responsible for paying for water. If a lease does shift the burden to the tenant, water service is still under the *control* of the landlord because individual units do not have their own water meter and the water is in the landlord's name. In any event, even when a lease states that the tenant is responsible for water, that is a private agreement between the landlord and the tenant. If a tenant does not pay water charges to the landlord as provided in the lease, the landlord is still responsible for paying the water bill to DC Water because "the obligation" to pay the water bill "reside[s] with the owner of the property to which services are provided."⁴ The Council should reaffirm these principles.

Legal Aid has seen several landlords take advantage of DC Water's policy decision to target multifamily properties with delinquent water bills. Some landlords see it as a win-win situation when they want to clear buildings: if the water gets shut off, many tenants self-evict or the Department of Buildings may placard the building if the issue is not resolved quickly.⁵ They get to both avoid paying the delinquent water bill and also displace tenants without going through the eviction process. Legal Aid urges the Council to address this practice by requiring that water service be established in the name of a natural person, not a corporation, and requiring DC Water to file a receivership action before disconnecting water at multifamily master-metered buildings.

³ 14 DCMR § 600.3.

⁴ *.Euclid St., LLC v. D.C. Water & Sewer Auth.*, 41 A.3d 453, 462 (D.C. 2012).

⁵ D.C. Code § 6-901.

Tenants Should Not Be Harmed When Landlords Fail to Provide Water Service

Last year, DC Water shifted its water service arrears collections to focus on multifamily apartments. Prioritizing multifamily buildings, however, unfairly puts tenants at risk. Even though it is the landlord's obligation, if they don't pay DC Water then the tenants – not the landlord – are left without water to bathe, cook, drink, or use the restroom. Worse still, current DC law and practice do not provide authority for tenants to have any information about the water bill for their building unless the landlord agrees.⁶ This puts tenants in an untenable position when the landlord falls behind on their water payments. Tenants do not know whether the landlord is paying the water bill or how much of a balance may have accrued. The first time that most of them are aware there is an issue is when DC Water posts a disconnection notice telling them that water will be disconnected in a matter of days unless payment is made.

Legal Aid has helped several clients in this exact position: they had no idea that their landlord was not paying the water bill until DC Water posted a disconnection notice. Their landlord either ignored their communication about water delinquency or overtly told them to move out. For example, last May, Alexander Hoskins came home after working the night shift to a notice from DC Water that the water had been disconnected due to nonpayment. He first contacted the property manager, who then tried to contact the owner without success. The next day the landlord posted a notice on the building telling the tenants to “either a) take these remaining 30 days to move out or b) collectively come together and put the water in your account and in your name,” even though Mr. Hoskins' lease explicitly says he is not responsible for the water bill. For almost a month, Mr. Hoskins – who shares custody of his four children – did not have water at his apartment, making maintaining basic hygiene and cooking at his apartment impossible.⁷ Once he connected with Legal Aid in June, we were able to work with DC Water to get the water temporarily reconnected while we tried to find the owner. It took months to find and serve the owner, who then still refused to pay (and even tried to evict Mr. Hoskins) until the court sanctioned her.

The Improving Tenant Access to Water Bills Amendment Act of 2025 will allow tenants to have access to water bills for their home and deduct water payments from their rent and the DC Water Billing and Disconnection Modernization Amendment Act of 2025 will

⁶ See, e.g., DC Water, Start and Stop Service, <https://www.dewater.com/customer-center/start-and-stop-service>.

⁷ See, e.g., Martin Austermuhle, “DC building tenants now face water shut-offs when their landlords don't pay bills,” The 51st (July 10, 2025), <https://51st.news/dc-building-renters-water-shut-offs-landlords-bills/>.

allow tenants to receive water services in their own name if they choose to. Legal Aid does note that both bills intend to amend D.C. Code § 34-2303 in potentially contradictory ways. Tenants should have access to their water bills, but they should not be forced to place water in their name to have transparency with their water bill or deduct water payments from their rent if their landlord is delinquent. Whether a tenant is paying for water through their rent payment or a separate charge, they should be able to see how much their water bill is each month and ensure that the owner is timely paying it.

The Council should also ensure that, if a tenant does want to put the water bill in their name, the process is simple and a tenant can stop billing in their name if circumstances change. The current DC Water process for a tenant to have water service in their own name is opaque and involves DC Water making a determination whether it is “practicable” for tenants to assume responsibility for the water service to their home, which is generally denied unless the building has a tenant association.⁸ Legal Aid also suggests that the Council amend the DC Water Billing and Disconnection Modernization Amendment Act of 2025 to allow tenant access when the landlord utilizes third party billing.

These bills will help protect tenants who have unresponsive landlords or in cases where the landlord refuses to pay the water bill. For example, Legal Aid represented a tenant, Ms. S, whose water was shut off in April 2025. After she called the landlord, DC Water temporarily reconnected it, but the landlord still did not make any payments. Ms. S. reached out to Legal Aid when DC Water posted another notice stating that the water would be disconnected unless the owner entered into a payment plan. It turned out that the owner had not made *any* water payments since *October 2020*, despite charging tenants (including Ms. S.) for water. Ms. S., who had just moved in in late 2024 with her three kids, paid her rent and paid additional money for the water bill. But the owner had not given that money to DC Water and her water was disconnected. Because of the current requirements for practicability, Ms. S was not able to access the bills herself or be confident that she could deduct her water payments from her rent. It took several court hearings and motions to get the owner to pay anything, and they still have not entered into a formal payment plan with DC Water.

Legislation Protecting Utility Access Should Include Water Service

Legal Aid supports the Utility Disconnection Protection Act of 2025, which will prohibit electricity and gas shutoffs for vulnerable populations during the winter and summer. We urge the Council to include water service in the bill and prohibit water disconnections

⁸ D.C. Code § 34-2303(a); 21 DCMR § 430.

when there is extreme weather. Water is an essential utility, just like electricity and gas,⁹ and tenants risk the Department of Buildings deeming their building uninhabitable if water is shut off. Water disconnections are even more of a health threat in the winter and summer months. Residents need water to maintain hygiene and for hydration, especially in the summer heat. These are also months where it is difficult for tenants to find new housing and, if their building is deemed uninhabitable, they will be homeless in extreme weather. The Council should ensure that vulnerable populations are not at risk of shutoff during extreme temperatures.

Legal Aid also appreciates the Council's steps to ensure that low-income DC residents benefit from utility assistance in the Automatic Enrollment for Utility Affordability Programs Act of 2025. We ask the Council to ensure that automatic enrollment also applies for residents whose utilities are billed through a third-party.

Conclusion

Current law leaves tenants in the dark about their access to an essential utility service: water. The Improving Tenant Access to Water Bills Amendment Act of 2025 and DC Water Billing and Disconnection Modernization Amendment Act of 2025 are a significant step to provide transparency and options for tenants when their landlords are unable or unwilling to meet their obligations to provide habitable homes. The Utility Disconnection Protection Act of 2025 and the Automatic Enrollment for Utility Affordability Programs Act of 2025 will also protect vulnerable populations. Legal Aid urges the Council to pass these bills and to strengthen them with the recommendations above to ensure that no tenant is left without water through no fault of their own.

⁹ *Owens v. D.C. Water & Sewer Auth.*, 156 A.3d 715, 724 (D.C. 2017).