

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1747

Date of Decision: 21 January 2020

Complaint

Since April 2017, the customer has been billed by the company for water and sewerage services at his business premises and normally pays around £120.00 per month. However, in July 2019, the customer received a bill for £6,148.25 for a six month period and his monthly payments were increased. He was advised that he may have a leak, so the customer instructed a plumber to carry out an inspection; no leaks were found and none were repaired. The customer's consumption has now returned to usual levels and he believes the high bill was a result of the company or wholesaler entering incorrect meter reads into the system. The customer wants the company to cancel the disputed bill and reduce his monthly payments to £120.00. The customer also wants the company to admit it was negligent for relying on the wholesaler's readings and not doing its own readings when it took over his account in 2017, provide meter readings from before and after the high bill, and apologise for the disruption caused by the company's failings.

Defence

During the period 8 June 2018 to 15 December 2018, there was a spike in the customer's water consumption. The customer asserts that he did not have a leak and has declined a meter accuracy test. The customer's consumption has now returned to normal and, therefore, it is unlikely that the meter over-recorded the customer's consumption. The meter readings used to calculate the customer's charges are accurate and were entered into the system correctly. Without an explanation for the consumption spike, the disputed bill is correct and payable and the company cannot reduce it.

The company has not made an offer of settlement.

Findings

Having reviewed the evidence provided by the parties, I accept that the bill received by the customer in July 2019 was higher than he would have expected based on his previous charges. However, the evidence demonstrates that no leak was found and the customer declined a meter accuracy test. In view of the circumstances demonstrated by the evidence, I accept that the company is not obliged to adjust the customer's bill under its Charges Scheme.

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Therefore, on the balance of probabilities, it appears that the disputed bill is correct and payable. Accordingly, I cannot find that the company has failed to provide its service to the standard reasonably expected by the average customer by refusing to cancel the disputed bill or reduce the customer's monthly payments. Therefore, the customer's claim does not succeed. As I have found that the disputed bill is correct and payable, I find no basis on which to direct the company to apologise to the customer. Further, the information requested by the customer has been supplied by the company in defence and, therefore, I make no direction to the company in this regard.

Outcome

The company does not need to take any further action.

The customer must reply by 18 February 2020 to accept or reject this decision.

ADJUDICATOR'S DECISION

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Party Details

Customer: [].

Company: [].

Case Outline

The customer's complaint is that:

- Since April 2017, he has been billed by the company for water and sewerage services at his business premises and normally pays around £120.00 a month.
- He is mindful of water usage and is aware that his normal consumption is approximately 28 units per month. However, the meter readings supplied by the company show that up to 15 December 2018 his usage was approximately 1.5 units per week, and from 15 December 2018 to 13 July 2019 his weekly usage was approximately 10 units per week. This cannot be correct.
- On 15 December 2018, the company read his meter and entered a read of 6004 into the system. However, the photographic evidence shows that the read was actually 8004.
- In July 2019, he received a bill for £6,148.25 for six months of water. He contacted the company and was advised that he may have a leak. He instructed a plumber to carry out an inspection, but no leaks were found and none were repaired.
- More recent meter readings show that consumption has returned to normal levels. Therefore, the company or the wholesaler must have made a mistake when the meter readings were entered into the system, causing the apparent spike in consumption.
- He wants the company to cancel the disputed bill, refund the payments he has made above his normal payments, and reduce his increased monthly payments back to £120.00 in-line with his usual consumption.
- He also wants the company to admit that it was negligent for relying on the Wholesaler's readings and not doing their own readings when they took over in 2017. He wants the company to provide readings prior and post the alleged leak, although he believes the company will not be

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able to provide these readings as the meter was not read by either the company or the wholesaler before 15 December 2018.

- He also wants the company to apologise for the disruption this issue has caused him, his business and his family, and the considerable time he has spent contacting the company in order to understand what caused the bill to be so high.

The company's response is that:

- During the period 8 June 2018 to 15 December 2018, there was a spike in the customer's water consumption.
- On 7 June 2019, the customer telephoned to ask why his monthly payments had increased. During the telephone call, the customer provided a meter read of 8188, a significant increase from the last read, and he was advised to perform a self-leak test in case the consumption spike was due to a leak. He called back an hour later, confirming that he had performed the self-leak test and had found no indication of a leak.
- The reads used to calculate the customer's charges are actual reads taken by meter readers. It refutes the customer's assertion that the readings were incorrectly entered into the system. The photographs taken at the time of the reads confirm that the recorded reads are accurate and were taken on the correct meter.
- The customer has indicated that the reads taken in 2015 were incorrect and this may explain the spike in consumption.
- The customer's complaint was raised with the wholesaler and the reads prior to the migration of the customer's account were requested. The information provided confirms that the reading used to produce the disputed bill was accurate and the wholesaler advised that there may have been an unreported leak at the property.
- It is possible that the meter is faulty and over-recorded the customer's usage, however, as the customer's consumption has now returned to normal levels this is most unlikely. It offered the customer a meter accuracy test and he was advised that he would be charged £144.00 for this service if no fault was found; however, the customer did not accept.
- The meter read taken on 15 December 2018 was erroneously entered onto the system as 6004 instead of 8004. However, the customer has already received compensation for this failing and the mistake made no difference to the disputed bill.
- Several service failings occurred and, to acknowledge this, it has applied gestures of goodwill amounting to £80.00 to the customer's account. However, the service failings did not influence the outcome of the customer's complaint and the amount paid is fair and reasonable.

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- As the customer's retailer, it has fulfilled its obligations and ensured that every possible explanation for the spike in consumption has been investigated. The customer has confirmed that there have been no leaks or works at the property that could explain the spike in consumption, and it is most unlikely that the meter is faulty. Without an explanation for the high consumption, it is unable to apply any allowances to the customer's account and, as the water has passed through the meter, the charges are correct and payable. However, if the customer provides information to explain the spike in consumption, an allowance will be considered.

How is a WATRS decision reached?

In reaching my decision, I have considered two key issues. These are:

1. Whether the company failed to provide its services to the customer to the standard to be reasonably expected by the average person.
2. Whether or not the customer has suffered any financial loss or other disadvantage as a result of a failing by the company.

In order for the customer's claim against the company to succeed, the evidence available to the adjudicator must show on a balance of probabilities that the company has failed to provide its services to the standard one would reasonably expect and that as a result of this failure the customer has suffered some loss or detriment. If no such failure or loss is shown, the company will not be liable.

I have carefully considered all of the evidence provided. Please note that if I have not referred to a particular document or matter specifically, this does not mean that I have not considered it in reaching my decision.

How was this decision reached?

1. Having reviewed the evidence provided by the parties, I accept that the disputed bill was higher than the customer would have expected based on his previous charges. However, in order to find that the customer is not responsible for paying the full charges, the evidence must persuade me that the consumption recorded on the meter readings of 15 December 2018 (8004) and 28 May 2019 (8178) is inaccurate due to a leak or a faulty meter, or the previous meter readings, taken by the company on 2 June 2017 (5682) and 8 June 2018 (5765), were inaccurate.

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2. I have read the evidence provided by CCWater and accept that, on the balance of probabilities, the customer found no leak or fault that could have caused the consumption spike shown on the disputed bill.
3. The evidence demonstrates that the company offered the customer a meter accuracy test on the basis that the customer would bear the cost of the test should no fault be found. The customer refused the meter accuracy test but, in any event, in view of the fact that the consumption shown on the meter subsequently returned to a normal level, I find it most unlikely that the meter is faulty.
4. The meter readings supplied by the company show that the consumption spike occurred at sometime between 8 June 2018 and 15 December 2018. The parties agree that the meter reading of 15 December 2018 was erroneously recorded as 6004 instead of 8004 and, having considered the photograph supplied by the company, I also accept this is the case.
5. However, whilst I find that the company failed to provide its service to the standard reasonably expected by the average customer by inaccurately recording the meter read, I do not find that the customer was disadvantaged by the company's failing. Had the reading been accurately recorded, the customer would have received the higher than normal bill approximately six months earlier, but the charges would have been the same because the subsequent meter read of 28 May 2019 demonstrates that the consumption spike did not continue after 15 December 2018.
6. In the absence of evidence that the meter is faulty, and having reviewed the meter reading data and the photographs supplied, on the balance of probabilities, I accept that the meter readings taken before and after the spike in consumption appear to be accurate.
7. In view of the above, I find that the evidence does not explain the reasons for the consumption spike. Without evidence a leak, meter fault or other issue to explain the high consumption recorded on the meter, I accept that the company is not obliged to adjust the disputed bill in line with the customer's normal usage. Therefore, I cannot find that the company has failed to provide its service to the standard reasonably expected by the average customer by refusing to cancel the disputed bill or reduce the customer's monthly payments.

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8. It therefore follows that I find the disputed bill payable in full by the customer. I appreciate that this decision will disappoint the customer and is far from the outcome he hoped for but, in view of the evidence provided, there are no grounds on which I can direct the company to cancel the disputed bill or reduce the customer's monthly payments. Accordingly, the customer's claim in this regard does not succeed.

9. As I have found the disputed bill correct and payable and, apart from the minor error made in recording the meter reading of 15 December 2018, I find no failing on the company's behalf, I find no basis on which to direct the company to apologise to the customer. Further, the information requested by the customer has been supplied by the company in defence and, therefore, I make no direction to the company in this regard.

Outcome

The company does not need to take any further action.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 18 February 2020 to accept or reject this decision.
- When you tell WATRS that you accept or reject the decision, the company will be notified of this. The case will then be closed.
- If you do not tell WATRS that you accept or reject the decision, this will be taken to be a rejection of the decision.

KS Wilks

Katharine Wilks

Adjudicator

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