

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1749

Date of Decision: 8 January 2020

Complaint

The customer's claim is the company delayed its tests of the customer's meter and since her meter change the estimated readings on her account did not reflect the actual consumption. Had the company undertaken its tests earlier, then any leak or errors with the meter could have been identified which in turn would have reduced her outstanding bill. The customer is seeking the company to accept responsibility for the delay in meter testing, provide correct invoicing, provide an apology, reduce the outstanding charges of £60,000 and pay £5,040.00 for loss of time in dealing with the complaint.

Defence

The company states that it has reviewed the customer's complaint thoroughly and it is unable to apply any adjustments to the customer's account as no leaks were found on the company's assets and the water meter has been tested and confirmed as recording consumption correctly. The company has not made any further offers of settlement.

Findings

I am satisfied that the evidence shows that it has not proven the company failed to provide its services to the customer to the standard to be reasonably expected by the average person with regard to the delay in testing the meter and invoicing on an estimated reading, nor has the customer proved the company failed to provide services to the standard to be reasonably expected when investigating these issues. Furthermore, I am satisfied there have been no failings in respect of customer service as the company has provided a good level of service at all times throughout its dialogue with the customer.

Outcome

The company needs to take no further action.

The customer must reply by 5 February 2020 to accept or reject this decision.

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

www.WATRS.org | info@watrs.org

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

How was this decision reached?

1. The dispute centres on whether the company failed and delayed its investigation into the cause of the customer's high consumption which in turn would have reduced her outstanding bill. The company is required to meet the standards set out in the Water Industry Act 1991 and the Water Supply and Sewerage Services (Customer Service Standards) Regulations 2008. The combined effect of these is to place an obligation on a water and sewerage company that when there is a report of a leak, the company needs to investigate fully if the company's assets are to blame and, if repairs are needed, make such repairs to prevent further leaks. The company also has certain obligations in respect of its customer services as set out in OFWAT Guaranteed Standards Scheme and the company's own Guarantee Standards Scheme (GSS).
2. Since April 2017, a non-household customer only has a relationship with the company not the wholesaler. Therefore, if a non-household customer has an issue with their water supply or sewerage services, they have to approach the company, who is responsible to chase the wholesaler and try to resolve the matter. Accordingly, it must be borne in mind by all parties that within this decision I cannot find the company liable for something that only the wholesaler is liable for.
3. From the evidence put forward by the customer and the company, I understand on 30 October 2014 RST Water had issued the customer a high tolerance letter to advise that they had received a high reading from the property's meter. The customer undertook a leak test and RST Water put a hold on the customer's account. On 16 January 2015, the customer contacted RST Water concerned that they had received a large invoice and that the customer's own leak test showed no leaks on the property's private pipework. On 18 February 2015 RST Water undertook further investigations and a site visit which found that the property's meter serial number had faded, however, this didn't warrant a meter exchange as there was no leak on the meter or RST Water assets. Within the same investigation it was found a leak coming from a badly repaired overflow in the property's attic. The evidence shows that RST Water advised the customer as this was leak on private pipework it would be the customer's responsibility to repair.

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

www.WATRS.org | info@watrs.org

4. On 24 February 2015, RST Water spoke to the customer who stated that the engineer had advised the meter was faulty, and the customer was waiting for a meter exchange to be completed. However, the evidence shows that the results from the visit which took place actually confirmed that the meter was fine and there was no requirement for a meter exchange as the only thing that was wrong with the water meter was due to the serial number starting to fade.
5. On 13 November 2015, RST Water attended the property once more and advised the customer that there was a possibility of a leak on the customer's private pipework. The customer asked for another visit to show what their boundary was, so they could make sure that the leak is on their property. On 19 November 2015, RST Water contacted the customer to enquire about the outstanding debit balance on the account as no payment had been received from the customer. RST Water also informed the customer that the leak being referring to was the same leak that was reported to RST Water and the customer on 18 February 2014. I understand no further communication took place between RST Water and the customer until December 2016.
6. On 2 December 2016, the customer contacted RST Water concerned that the invoices were too high. RST Water instructed its leak team to complete a self-leak test as the customer confirmed that they were a care home and unable to switch off the supply. The evidence shows that at this time the customer requested a supply check to go ahead which are usually used to check which property a meter supplied.
7. On 1 April 2017, the company became the customer's retailer after the market opened up. The company's defence documents state that the company was not aware at the time that the customer was having issues with their supply when the account was migrated. The company states that it had not heard anything from the customer regarding whether a leak had been detected. The evidence shows that the only contact the company received was from its debt collection agents who had been making regular contact with the company regarding the historic balance that remained unpaid on the customer's account.
8. On 19 July 2017, the company's debt collection agents contacted the company to advise the customer had advised that they had a leak on the account. The evidence shows that the company advised debt collection agents that the customer had been previously advised to contact the wholesaler's leak team and to undertake a self-leak test. If the customer is now confirming that they did have a leak at their property, it is the customer's responsibility to get this repaired. The company instructed the debt collection agents to continue with chasing the debit that remained unpaid on the account. On 11 June 2018, the customer contacted the company to

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

advise that they had been in contact with the company and RST Water in regard to a suspected leak in the water meter and subsequent overcharges. The company advised that it would raise a request to for an engineer to attend the property.

9. On 6 July 2018, the customer once again contacted the company as she was waiting for a visit to take place. On 20 July 2018, the customer contacted the company again and advised that she was led to believe a service order had been scheduled because of a potential leak on site or a faulty meter. The company advised that before it was able to book or request any sort of job with the wholesaler, it needed to have clarification whether the property had a leak on the private supply via a meter accuracy check.
10. On 24 July 2018, it was agreed for the meter accuracy test to take place and on 9 October 2018 the wholesaler confirmed that the meter exchange had taken place and that the original water meter would be sent to Honeywell for testing. On 5 November 2018, the wholesaler had advised that the original meter had now been tested and it had been proven that the water meter had been recording consumption accurately. The company advised that the meter had been tested and that they had found no fault with the original meter which meant that the outstanding balance that remained on the account was correct and payable.
11. The customer was not happy with the company's explanation as she stated that the consumption at the property had reduced since the water meter had been exchanged for testing. The customer requested that the company challenge the wholesaler. The evidence shows that the company issued a request to the wholesaler asking if they had any information on what state the meter was in before it was exchanged and whether the meter was leaking. The wholesaler had confirmed that before the meter was exchanged the consumption had dropped, which could mean that the leak if there was one at the property had been fixed. The wholesaler also confirmed that the meter chamber which housed the original meter was dry and there were no leaks when the meter was removed.
12. On 31 January 2019, the company sent an email to the customer explaining that the debit on the account is correct and payable and at the time of the meter exchange the original water meter was not leaking. The customer remained unhappy with this outcome and was also concerned that the balance on her account was incorrect due to the company basing its invoices on estimated reading rather than actual.

13. With regard to the customer's comments that the company should take responsibility for the delay in testing the original water meter. On 24 July 2018, it was agreed for the meter accuracy test to take place and the results were provided by the wholesaler on 5 November 2018. In my view, I find this delay not excessive considering the need for the company to establish whether the property had a leak on the private supply via a meter accuracy check. For a meter accuracy test to be undertaken, it would need to be actioned by the wholesaler. However, it seems that the main delay between agreeing the meter test to receiving the result was due to the wholesaler, not the company. As stated in paragraph 2 above, I cannot find the company liable for something that only the wholesaler is liable for, in this instance the delay. Accordingly, I am satisfied there have been no failings with regard to the delay of testing the original water meter for errors.
14. With regard to the customer's comments that the company continue to bill her on estimated readings rather than actual meter readings has increased her bill. The company has not provided any comments regarding this aspect of the customer claim; however, I understand that if a customer is invoiced on estimate reading then the account is adjusted once an actual reading takes place to reflect the actual reading. Therefore, the customer should not lose out when being invoiced based on estimated reading. The customer has not provided any evidence to suggest that process has not or will be implemented by the company so currently I find I cannot determine whether the customer has suffered any financial loss or other disadvantage as a result of being billed on an estimated reading.
15. A large part of the customer claim seems to be concerned with whether the original meter readings were correct and therefore her outstanding balance is correct. After careful analysis of the various correspondence, I am satisfied that on the balance of evidence that neither the original meter or that the company assets were the cause of the high consumption which led to the outstanding historic debt. The test certificate show that the original meter was reading the correct consumption. Furthermore, RST Water identified existing leaks in the customer's pipe work as far back as 2014. On each occasion the customer has raised an issue with the high consumption RST Water, then the company has investigated and found that none of its assets are to blame. Furthermore, as evidenced by the documents put forward as evidence there is no suggestion that the company failed to challenge the wholesaler on behalf of the customer with regard to accuracy of the original water meter. The customer's internal pipework is private and, as such, is the responsibility of the customer to maintain and repair. The company's attendance to carry out any works or testing does not alter the customer's ownership or responsibility for maintenance or repair. With regard to the customer's balance since the meter has been

replaced, the customer states that this is incorrect, however, as above if a customer is invoiced on estimate reading then the account is adjusted once an actual reading takes place to reflect that actual reading. Accordingly, the balance since the meter has been replaced should be correct.

16. With regard to the customer's loss of earnings of £5,040.00 whilst dealing with the complaint, I find no sums are due. The customer states she took in 18 months and 20 hours per month to deal with the issues in dispute. It is unclear from the evidence whether the loss of time was paid or not. If paid, then there is no loss of earnings. If unpaid, then there is a possibility of a loss of earnings. However, whilst I appreciate the customer's position, the customer has not provided any evidence to support the sums requested. Accordingly, I find that this aspect of the customer's claim fails.
17. The company has certain obligations in respect of its customer services. As evidenced by the timeline within the company's defence documents I am satisfied that by the end of the company's dialogue with the customer, the company had adequately explained the reasons behind why the debit on the customer's account is correct and payable and at the time of the meter exchange the original water meter was not leaking.
18. In light of the above, I find the customer has not proven the company failed to provide its services to the customer to the standard to be reasonably expected by the average person with regard to the delay in testing the meter and invoicing on an estimated reading, nor has the customer proved the company failed to provide services to the standard to be reasonably expected when investigating these issues. Furthermore, I am satisfied there have been no failings in respect of customer service as the company has provided a good level of service at all times throughout its dialogue with the customer.

Outcome

The company needs to take no further action.

What happens next?

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

www.WATRS.org | info@watrs.org

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 5 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 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.



**Mark Ledger FCI Arb
Adjudicator**