

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT 1801

Date of Decision: 18 March 2020

#### Complaint

The customer has a dispute with the company regarding a higher than expected bill resulting from a spike in consumption. The customer contends that she did not consume the higher volume and that the cause must be a faulty water meter or leaking supply pipe. The customer further asserts that the company replaced the water meter and destroyed it to prevent an accuracy test and thus she disputes the bill as issued. The customer also contends she has been harassed by the company and treated unfairly. Consequently, she requests the company amend her bill and waive the charges caused by the volume spike.

#### Defence

The company states that it advised the customer of abnormal metered usage in January 2019, and replaced the existing water meter due to its advanced age and not because it displayed signs of malfunction. The company asserts that the customer never requested a meter accuracy test. The company denies harassment. The company has not made any offer of settlement to the customer, and believes it has acted in a correct and reasonable manner. It believes the outstanding water bill is correct and payable and declines to accept the customer's claims.

#### Findings

The customer has not presented sufficient evidence to support her claim that the company should waive the consumption charges as billed. I have seen no evidence to show a faulty meter or a leaking supply pipe. Water recorded passing through the customer's meter remains her responsibility for payment. Additionally, I am satisfied that the company dealt at all times with the customer in a reasonable manner and I am not persuaded it harassed the customer. Consequently, I find the company has not failed to provide its services to the extent to be reasonably expected by the average person.

#### Outcome

The company needs to take no further action

The customer must reply by 15 April 2020 to accept or reject this decision.

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## ADJUDICATOR'S DECISION

Adjudication Reference: WAT 1801

Date of Decision: 18 March 2020

### Party Details

Customer: [ ]

Company: [ ].

### Case Outline

#### **The customer's complaint is that:**

- The customer claims she has experienced an ongoing dispute with the company regarding a billing issue and in particular an abnormally high meter reading. Despite the customer's ongoing communications with the company and the involvement of CCWater, the dispute has not been settled.
- The customer states that she received numerous contacts from the company in the first quarter of 2019 regarding a higher than normal meter reading which indicated excessive usage.
- The customer claims that she submitted a written complaint to the company on 13 April 2019 to register her disagreement with a bill she had received in the amount of £1,274.71 for the period 20 July 2017 to 04 March 2019. The customer stated to the company that she did not accept that she had used the volume of water shown on the bill and thus she believed the fault lay with the company's meter or pipework or some other unknown reason.
- The customer asserts that bills received from the company indicate a surge in water consumption during the period from July 2018 until 2019, and that she was surprised that such a surge would occur during this timeframe because she had been undertaking building works at the property which ceased in mid-July 2017 and would have expected any increase in consumption to have taken place during the construction activities.

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- The customer states that a company representative informed her that the surge was likely to have resulted from a leak, but that the leak had been rectified as evidenced by recent meter readings in early 2019.
- The customer asserts that a company engineer attended her property on 23 May 2019 and advised her that the age of the water meter possibly made it unreliable and it should be replaced, and that the large bill should be cancelled by the company. Subsequently, on 25 June 2019 the customer advised the company that she deemed the bill issued on 03 April 2019 as cancelled.
- The customer states that the company's response dated 12 July 2019 was confusing and she believed the company was harassing her and treating her unfairly. The customer further avers that a company letter dated 30 July 2019 did not clarify the situation and reference to average daily usage before and after the replacement of the water meter on 04 July 2019 does not confirm any consistency of consumption as stated by the company.
- The customer asserts that she agreed to set up a payment plan for the minimum payment amount of £10.00 per month in order to have the company desist in sending out late payment notices while the bill was investigated. She claims that when the documents arrived the payment plan was detailed at £120.00 per month and not the £10.00 as agreed telephonically with a company agent. Thus, the customer declined to make any payment.
- The customer also records that the company removed the old water meter and have not tested it to ascertain if it was functioning correctly during the period of the usage surge. The customer contends that the company has only followed part of the recommendations of its engineer that inspected the premises in so much that it replaced the water meter but has not cancelled the high value bill. The customer asserts that this action has prevented her from having the meter tested yet the company continue to insist that readings taken before replacement are nevertheless correct.
- The customer, dissatisfied with her interactions with the company, escalated her dispute on 03 November 2019 to CCW who took up her case with the company on her behalf. The customer further records that, despite the intervention of CCW, the dispute is ongoing and the company has not revised its standpoint and CCW are unable to facilitate a resolution between the parties.
- The customer remains dissatisfied with the response of the company and consequently, on 02 December 2019, has referred the matter to the Water Redress Scheme whereby she seeks to have the company amend her bills and waive the excess water consumption recorded during

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the surge. The customer retains her position that she did not consume the excessive and unusually high amount of water as shown on her bill.

**The company's response is that:**

- The company submitted its Defence paper to the claim on 21 February 2020.
- The company confirms that the customer has been an account holder since 07 November 2014, and that her bills are based on metered readings.
- The company notes that a meter reading on 30 January 2019 recorded higher than usual consumption based on her previous usage. On 05 March 2019, the company took a second reading which confirmed the previous reading and that it attempted to contact the customer to advise her of this on two occasions – 26 February 2019 and 18 March 2019, but without success.
- The company asserts that during April 2019 subsequent meter readings identified that usage had returned to the average levels recorded prior to the consumption spike and that on 03 April 2019 it communicated with the husband of the customer who confirmed that a new water supply system had been fitted to the property during 2017 and potentially had been the cause of the surge in consumption. The company further asserts that the customer's husband accepted to pay the bill as issued and would establish a Direct Debit mandate to facilitate payment.
- The company notes that on 23 May 2019 it visited the customer's property and established that there were no apparent faults in the network and no leaks to any part of the water supply, and that the water meter served only the property of the customer. The company further notes that its visiting engineer recorded that the property had been completely renovated over an eighteen-month duration and that all internal and external plumbing had been replaced.
- The company notes the comments submitted by the customer regarding advice purportedly given to her by the visiting company engineer. The company states that the engineer is not trained in billing issues but as a technician would have recommended the replacement of the meter due to it being twenty-one years old. The company states that it is its policy to replace water meters after between ten and fifteen years of use and thus having been made aware of the age of the meter in question it was replaced.
- The company confirms that it changed the water meter on 04 July 2019. The company records that at no time prior to the changing of the meter did the customer request to have the meter

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tested. The company notes the customer had the right to request such a test and that this right is explained on every bill issued by the company.

- The company acknowledges that during July 2019 the customer continued to state that she was unhappy with its position and she agreed to set up a £10.00 per month payment plan to prevent the company instigating debt recovery procedures. The company states that correspondence between the parties had been ongoing throughout the remaining six months of 2019 and that it is aware that the customer continues to decline to accept she is responsible for the outstanding amount owed and has not made any payments under the agreed payment plan.
- The company rejects the customer's assertion that she has been harassed or treated unfairly. The company insists the customer has been treated in exactly the same manner as all other customers in accordance with the applicable Code of Practice.
- In summary, the company believes it correctly applied its procedures in respect of actions taken and advice given following the identification of the consumption spike. It reiterates its position that all water recorded through the customer's meter is her responsibility in respect of payment irrespective of the end use of the water. It notes that the customer did not at any time request the meter to be tested. The company identifies that meter readings before and after the meter change were closely aligned. The company asserts that the bills issued to the customer remain correct and payable, and thus it declines to waive the charges as requested by the customer.

**The customer's comments on the company's response are that:**

- The customer has submitted comments on the company's Defence document. She reiterates her position that she is being billed for an excessive amount of water which she did not consume. She states again that the company engineer, when visiting her dwelling, advised her that the age of the meter may be responsible for recording unusually high consumption.

**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.

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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 the evidence provided. 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. The dispute relates to the customer's dissatisfaction over the company's refusal to waive a higher than expected bill occasioned by a spike in consumption. The company asserts that it has followed its own procedures in respect of a customer exhibiting a surge in consumption and that the bill issued is correct and payable.
2. I note that the Water Redress Scheme is an evidence-based process and it is for the customer to show that the company has not provided its services to the standard that would reasonably be expected of it.
3. I note that the company first identified an abnormally high consumption following a meter reading on 30 January 2019. The company undertook a follow-up reading on 05 March 2019 which appeared to confirm the January 2019 reading.
4. On 03 April 2019, the company spoke with the husband of the customer who, according to the company, accepted the unusually high bill and agreed to set up a Direct Debit mandate to pay the bill. Similarly, the husband confirmed that building works had taken place over a prolonged eighteen-month period during which the internal and external water supply system of the property had been replaced.
5. However, I can see that the water account with the company is in the name of the customer and that she has not agreed with the position taken by her husband. The customer has continued to reject any responsibility for the water consumed over and above the normal average historic consumption of her property.
6. The company has stated that irrespective of how water is eventually used all water recorded passing through the water meter is the ultimate responsibility of the customer. However, there

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are exceptions to this position, and I am satisfied that the three possible exceptions pertinent to this dispute are a faulty meter, a leak in a water supply pipe, or the water meter being shared with another property.

7. The customer has asserted that during an inspection by a company engineer on 23 May 2019 she was advised that the existing water meter was very old and was potentially a cause of the consumption spike, and as such the bill rendered should be cancelled. The customer has not supplied me with any substantiation of this verbal advice, and the notes contemporaneously recorded by the engineer do not indicate that such advice was given. Additionally, the company has stated that it is company policy and practice to replace water meters after a ten to fifteen-year period of use as they tend to commence under recording.
8. The customer has also claimed that the company changed the water meter on 04 July 2019 and disposed of it before she could request to have it tested for functionality. The company has averred that the customer was eligible at all times to request that the meter be tested, but did not do so prior to its removal. On a balance of probability, I am satisfied that the company changed the meter after becoming aware of its age, and at twenty-one it was several years past the normal time for replacement. Additionally, I am not satisfied that the customer has shown that the meter was removed because it was faulty. Similarly, I believe the company's position on the customer not requesting a meter test to be reasonable, having in mind the customer was first made aware of the high reading in January 2019, some five months prior to the removal of the meter.
9. Moving on to the second of the possible exceptions, I note that the company, during its site inspection of 23 May 2019 confirmed that it had identified no leaks to the water supply system. I take note that the customer has not disagreed with the company's findings in this respect.
10. Similarly, I note that the parties concur that the water meter recording consumption to the customer's dwelling is not a shared meter and it monitors no other property. Thus, I am satisfied that the water recorded passing through the customer's meter was solely consumed on her property.
11. The customer has claimed that she has been harassed by the company and not treated fairly by it in response to her complaint over the usage spike. I have carefully read all the documents submitted to me by the parties and have paid particular attention to the correspondence between them. I note that it was the company that first contacted the customer to advise her of a higher than normal bill, and that it has sent an engineer to her property to make on-site investigations. Additionally, I am satisfied that the company has explained to the customer why

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the bill as issued is correct and payable and thus I find it was not unreasonable for the company to send overdue payment reminders to the customer.

12. Additionally, I take note that the company deferred debt collection procedures while attempting to settle the dispute and permitted the customer to enter a payment plan with the very low monthly payment of £10.00. Overall, I am satisfied that the company has acted reasonably in its dealings with the customer and I find no evidence to support the claim that the customer suffered harassment.
13. In respect of the payment plan, the customer claims that she agreed on 11 July 2019 to a minimum monthly payment of £10.00 but subsequent paperwork sent to her dated 16 July 2019 showed a monthly payment of £120.00. The customer does not lay before me any documents to support her understanding, but I note from a screen shot image of the customer's account notes dated 16 July 2019 that the company did agree to a £10.00 per month payment plan. Thus, on balance, I am satisfied that the company did permit a £10.00 per month payment plan, and I further take note that the customer did not comply with the plan and declined to make the monthly payments.
14. The customer has contended that the company's assertion that meter readings taken before and after changing the meter in July 2019 can be considered to be in alignment is not correct. I have studied the meter readings submitted to me by the company, showing the final three readings on the "old" meter and readings on the "new" meter for the period from installation on 04 July 2019 to 30 November 2019. From my study of the readings I am not persuaded that the company's understanding is either incorrect or unreasonable.
15. Both parties have made reference to building construction works that were undertaken at the customer's property over an extended eighteen-month period. I am not presented with details of the start and end dates of these works; the customer does not specify them and the company has made assumptions based on data located on the public domain. Notwithstanding, I am not satisfied that such works have a direct bearing on the exact nature of the customer's claim, insomuch as all water recorded passing through her meter remains her responsibility. I find that the level, extent, and duration of such works does not detract from the customer's ultimate responsibility for water consumed on her property.
16. Overall, I am sympathetic to the frustrations of the customer insomuch that she believes she did not consume the volume of water identified in her high usage bill. However, I am aware that water meters are considered by the water supply community to represent an accurate record of

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water consumed, and that without evidence of a faulty meter or leaking supply pipe it is not possible to contest the bill raised from metered volume.

17. I am satisfied that a reasonable level of self-management is expected from customers in respect of monitoring their accounts, and in this respect, I have noted that the customer had a five-month window prior to the meter replacement to request it be tested for accuracy. She did not make such a request.
18. In summary, I find that the customer has not provided sufficient evidence to justify the claim. Thus, I shall not direct that the company amend her bill nor waive the charges resulting from a spike in her consumption.
19. My conclusion on the main issues is that the company has not failed to provide its services to a standard to be reasonably expected by the average person, and therefore, my decision is that the claim does not succeed.

#### **Outcome**

The company does not need to take further action.

#### **What happens next?**

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 15 April 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.

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Peter R Sansom  
MSc(Law); FCI Arb; FA Arb;  
Member, London Court of International Arbitration.  
Member, CI Arb Business Arbitration Panel.  
Member, CEDR Arbitration Panel.

**Adjudicator**

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