

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1813

Date of Decision: 31 January 2020

Complaint

The customer asserts that it became apparent soon after he moved into his current property that the company was billing him against the wrong water meter. The customer asserts that over a year later, the issue has still not been adequately resolved. He claims £300.00 in compensation for: *“phone calls, time taken to write endless emails, taking of meter readings”* and that the company provide an apology.

Defence

The company accepts that due to an error on its part, the customer was being charged against a meter that was not servicing his address. It identified this in June 2019 and updated the customer's account to reflect the correct water meter number, re-billed the customer and has billed him based on the correct water meter since June 2019. It paid the customer £165.00 on 31 May 2019 in recognition of the time the customer spent in contacting it in relation to the issue. Further, it applied a credit of £50.00 to the customer's account on 27 December 2019 in recognition of service failings and inconvenience and stress caused. It feels that the total paid of £215.00 is an appropriate sum and therefore submits that no further compensation is payable. The company made no offer of settlement.

Findings

The company raised charges against an incorrect water meter and delayed in confirming this after the customer informed it of this. There were other shortfalls in the standard of customer service provided by the company including that revised bills sent to the customer confirming the correct charges, lacked information and still included readings and usage relating to the incorrect meter. The company subsequently issued a further revised bill which included the correct usage and meter readings; however, there was an unreasonable delay with issuing this. The above instances are evidence of the company failing to provide its services to a reasonably expected standard. The company shall pay the customer a further sum of £35.00 for the stress and inconvenience caused and provide a written apology.

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Outcome

The company is required to pay the customer £35.00 in compensation and provide a written apology to the customer.

The customer must reply by 2nd March 2020 to accept or reject this decision.

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- The customer contacted it on 16 October 2018 to advise that he had moved into the property and provided a move in meter reading of 336m³.
- On 27 October 2018, it received contact from the customer which been had submitted on 21 October 2018 via its website which stated that the customer believed it had the incorrect water meter registered for his property. It called the customer on 3 November 2018 and during this phone call its representative confirmed the meter reading he had previously given of 336m³ had been updated to his account on 24 September 2018 (replacing the estimate of 387m³). The customer was advised to check the meter readings against his water meter when his next bill arrived.
- It received contact from the customer on 9 January 2019 following receipt of his new bill. It arranged for an engineer to attend and obtain a manual reading from the water meter and to confirm the meter serial number. The customer's account was placed on hold whilst this was being obtained. It received these reading results on 28 January 2019 which showed that the meter readings obtained in January 2019 were consistent with previous readings and that the consumption was in line with a headcount of one person.
- At this time it recommended that a Match Meter to Property appointment was booked to test the supply and to clarify the correct meter serial number. The customer advised he was unable to attend weekday appointments however Siemens had no weekend appointments available at that time.
- An appointment became available for Saturday 9 March 2019 but as the customer was not at home at the time of the appointment, Siemens were unable to carry out the required checks to determine if it held the correct meter serial number for the property. A card was left for the customer to contact Siemens directly to reschedule the appointment. It attempted to contact the customer by phone on 13 March 2019, 18 March 2019, 01 April 2019 and 04 April 2019 without success.
- A further appointment was made for 4 May 2019 however as no one was at home, it was unable to amend its records. The company admits that it transpired it had written to the customer at an incorrect address advising of this appointment.
- In its letter of 29 May 2019, it requested that the customer carry out a meter test himself to try and resolve his complaint as soon as possible rather than delay the matter further by waiting for another appointment to become available.
- On 7 June 2019, the customer contacted it via email to advise he had carried out the recommended meter test and confirmed that the meter serving the property was in fact meter number 08[]6. The customer provided an up to date meter reading from this meter of 363m³.

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- Its records were updated to reflect the correct water meter number and confirmed an allowance for previously billed water and wastewater charges was applied in June 2019 and the customer's account was re-billed. The customer has been billed based on the correct water meter, meter number 08[]6, since June 2019.
- The customer made further contact with it between 30 August 2019 and 17 December 2019, after the allowance had been applied, as he was unhappy that the bills produced on his account showed the old incorrect meter and correct meter serial numbers. It explained in a series of emails that where there has been a meter correction, the first bill produced after the correction will correctly show both meter numbers.
- The bill will also show the usage which it has used in order to re-bill the account. In the customer's case the bills were reproduced using the usage recorded on his correct meter and backdated to his move in date, as confirmed in the its letters sent to him on 18 June 2019 and 10 July 2019.
- The customer remained unhappy with the way in which his bills had been generated and that these did not show the actual meter readings from his correct meter. Therefore, in November 2019, it arranged for his bills to be revised again to also show the corresponding meter readings used to calculate his usage following identification of the correct water meter. This bill was issued to the customer on 25 November 2019 via his online account and sent via email on 31 December 2019.
- It acknowledges that there have been occasions when updates and actions in relation to the customer's dispute were not undertaken by it to the level of service the customer is entitled to expect.
- By way of an apology, it made a payment of £165.00 to the customer on 31 May 2019 (by direct credit) for: £50.00 for contact (£5.00 per contact); £25.00 for sending the customer's response to the incorrect address on 9 May 2019; £25.00 for the incorrect details given in its letter dated 9 May 2019 regarding the customer's move in date; £25.00 broken promise for confirming that an inspector would re-attend on 4 May 2019; £25.00 goodwill payment in recognition of overall level of service and; an additional £50.00 applied to the customer's account on 27 December 2019 in recognition of service failings and inconvenience and stress caused.

Reply

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- The customer disputes the company's claim that the problem associated with billing him against the wrong meter was resolved in June 2019; he submits that the first time he received a correct bill, (based exclusively on readings from his correct meter), was not until it was sent to him by email on 31 December 2019. Further, he submits that he has not received the additional £50.00 referenced by the company.

Company's Comments (dated 28 January 2020)

- Following a further review of its bills issued to the customer in June 2019 it is noted that only one bill referred to meter readings from the correct water meter (meter number 08[]6). Notwithstanding this, a letter was sent to the customer on 18 June 2019 explaining how an allowance had been calculated, the allowance given and what reduction had been applied to the customer's charges. This letter confirmed that the balance outstanding for charges up to 6 June 2019 was now £162.59.
- The additional £50.00 credit has been applied to the customer's account, it informed the customer of this in its 31 December 2019 email. This credit has reduced the customer's outstanding balance from £155.19 to £105.19.

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. 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?

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1. The customer's claim concerns water (and wastewater) charges raised against an incorrect water meter and the standard of customer service provided by the company when dealing with his complaint raised regarding this issue.
2. It is not in dispute between the parties that upon the customer moving into the property at [] (the Property) on 25 September 2018, the company raised measured charges based on meter readings from a water meter (meter number 82[]50) that was not servicing the Property, known as a 'transposed' meter. The company submits in June 2019 it was identified that the Property was in fact supplied by an alternative meter, meter number 08[]6. The company asserts that transposed meters within its billing system may occur due to an error made updating its billing accounts following meter installations or where it has been provided with incorrect meter serial numbers by developers. Whilst the company has not explicitly stated the reason for the transposed meter in the customer's case, I accept that it raised incorrect water charges based on readings taken from a meter not serving the Property due to an (unintentional) error on its part.
3. However, in his WATRS Application, the customer submits that the issue has still not been resolved: "over a year later". In its Defence, the company asserts that the customer's records were updated on the error being identified on 6 June 2019 and that the customer's bills were subsequently adjusted to reflect the correct charges. I acknowledge that the company issued two revised bills on 17 and 18 June 2019 and a letter to the customer dated 18 June 2019 confirming that for the timeframe 26 September 2018 to 14 December 2019 the bill had been reduced from £254.11 to £50.31 (equating to an allowance of 63 m³ water usage recorded on the incorrect meter) and that together the outstanding charges up to 6 June 2019, the customer owed the (revised) amount of £162.59. Having reviewed the bills dated 17 and 18 June 2019 at exhibits 4 and 5 of the Defence, respectively, I find that the bill dated 17 June 2019 indicates that £50.31 was due in water and waste water charges for the period 26 September 2018 to 14 December 2018. Further, the bill dated 18 June 2019 states that £112.28 was due in water and waste water charges for the period 15 December 2018 to 8 June 2019, confirming that the total sum owed by the customer was £162.59.
4. I can see that the customer complained on 26 June 2019, via the Consumer Council for Water (CCW) that the corrected bill dated 18 June 2019 still referenced the incorrect meter and was attempting to charge him against this meter. Having reviewed the bill, I find that it

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does reference the incorrect meter and states that 20 m³ of water has been used from 14 December to 7 June 2019 and no indication is given of the customer's water consumption or meter readings from the correct meter. I accept this bill is confusing and may have caused the customer to believe he was still being charged on the incorrect meter. In its letter dated 10 July 2019, the company confirmed that the charges of £162.59 were correct and were based on readings taken from the correct meter. On balance, I accept that the 17 and 18 June 2019 bills relate to the customer's usage as per the correct meter and do not include charges for the usage on the incorrect meter. However, as usage from the incorrect meter is referenced in the bill and due to the lack of information given regarding the basis of the new amount owed, I accept that the billing was unclear. In his emails to the company dated 30 August 2019, 6 September 2019 and 17 September 2019, the customer requested a revised bill, which included readings taken from the correct meter. In its responses dated 5 September 2019 and 11 September 2019, I find that the company explained its system does not allow to backdate any meter information and reiterated that the charges of £162.59 for usage from 26 September 2018 to 8 June 2019 were correct and based on water consumption recorded from the new meter. I can see the company issued a bill to the customer dated 17 September 2019 reflecting usage from the correct meter number but as this only showed usage between 8 and 9 June 2019 and the related charges of £0.24, I find this did not address the customer's complaint.

5. In its Defence the company asserts that, as the customer remained unhappy with the way in which his bills had been generated, it subsequently arranged for his bills to be revised again to also show the corresponding meter readings used to calculate his usage and that this bill was issued to the customer on 25 November 2019 via his online account. It is clear that, as at the date of his WATRS Application (20 December 2019), the customer had not received the bill dated 25 November 2019 however the customer has since confirmed he received this bill but only on 31 December 2019. Having reviewed this bill, I note it still gives a reading from the old meter (as at 26 September 2018) but, as it states 0 cubic metres of water used, I find it is clear charges do not include usage from this meter. Further, this bill includes meter readings from the correct meter and reflects the correct timeframe 26 September 2019 to 7 June 2019 (indicating 27 m³ of water was used during this timeframe). Therefore, I am satisfied that the basis of the charges is made clear in this bill. I note that the total charges are slightly less (£155.19) than the previous amount indicated in the 18 June 2019 bill of £162.59. The company has not explained the discrepancy. Whilst this may indicate the charges in the first revised bill were in fact incorrect and therefore indicative of a billing error,

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as the current bill is for a lower amount and the customer has not disputed the accuracy bill (in his Reply), I will not address this issue further.

6. Therefore, I accept that the two June 2019 bills showing revised charges were unclear as they did not reference the correct meter readings yet included meter readings and usage from the incorrect meter. Whilst the company explained the charges in its written communications to the customer, I find that clear and accurate billing is a reasonable expectation, including in the customer's situation where the bills in question were revised bills due to original charges having been raised against an incorrect meter. Therefore, due to the confusing bills issued and as I find that the length of time taken by the company to adequately resolve this issue was unreasonable, I accept this constitutes evidence of the company failing to provide its services to a reasonably expected standard.

7. I acknowledge that the company has shown it paid the customer £165.00 in May 2019 for customer service shortfalls and delays with establishing that the customer's bills were based on readings from an incorrect (transposed) meter after the customer had first informed it on or around 21 October 2018. Based on the evidence and the breakdown of this amount provided by the company in its responses to the customer dated 12 April 2019 and 29 May 2019 and reiterated in its Defence, I am satisfied this is a reasonable amount and proportion to the company's admitted shortfalls when dealing with the customer's case during this timeframe. The customer requests a further amount of £300.00 in compensation. In its Defence, the company submits it has now applied an additional £50.00 to the customer's account. In his Reply, the customer disputed receipt of the additional £50.00, however, I am satisfied from the company's submission dated 28 January 2020 that it has added a £50.00 credit to the customer's account, therefore, reducing the outstanding account balance from £155.19 to £105.19. However, due to the time taken to provide the customer with clear billing which included the correct usage and meter readings (from meter number 08[]6), I am not satisfied that the £50.00 paid is sufficient compensation for the stress and inconvenience caused by this service shortfall. However, I am not satisfied that the sum claimed of £300.00 has been justified. In the circumstances, I find that the company shall pay the customer a further sum of £35.00 for the stress and inconvenience caused. I am satisfied that this amount, together with the £215.00 already paid, is reasonable recompense.

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8. The customer requests an apology from the company. In light of the company's proven service and customer service failings, I find it reasonable to direct that it provide the customer with a written apology.

9. In relation to the remedy requested by the customer for the company to only bill him against the correct meter only and write off all "carried over" amounts taken from the incorrect meter, in light of the customer's 25 November 2019 bill, I am satisfied the company has demonstrated it has now fulfilled these requests.

Outcome

The company is required to pay the customer £35.00 in compensation and provide a written apology.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 2nd March 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.



A. Jennings-Mitchell (Ba (Hons), DipLaw, PgDip (Legal Practice), MCI Arb)

Adjudicator

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