

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT 1846

Date of Decision: 26 March 2020

#### Complaint

The customer disputes a bill from the company in the sum of £10,218.96. The customer considers this to be too high. The customer has challenged the company about the consumption recorded on the water meter. The customer considers there is a problem with the meter, the external stop tap or the communication pipe and that this is the cause of the high consumption.

The customer denies the company's assertion that there is any leak on the internal pipework or the service pipe. As such, the customer seeks a reduction on his bills. The customer claims costs for his time in dealing with the company.

#### Defence

The company has conducted extensive investigations into the possible causes of bills that were higher than expected. The company's conclusion is that there was no leak on the company's apparatus that would have contributed to the higher than expected bills.

The company has detected that water was being lost on the private supply and has identified specific instances of leaks within the property. The company submits that water has been used or lost, or both, on the internal pipework.

The company submits that the bills issued to the customer are correct and due for payment. The company has offered payment options to the customer. The company notes that the customer has made two payments of £2,000.00 since the account was opened, the last payment being made in April 2018.

#### Findings

There is evidence that the meter originally installed was not reading correctly. There is also evidence of leaks on both the company's apparatus and the customer's internal fittings.

It is not reasonable for the customer to be charged the full amount of the consumption as recorded by the company's meters.


The company shall make adjustments to the customer's account that recognise the original meter was not recording correctly and that a proportion of water lost was from the company's apparatus.

#### Outcome

The company shall take the following actions:

Adjust the customer's bills from the date the customer moved in on or around 27 March 2017 up to 3 May 2018 such that charges are based on an average

*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.*



daily consumption of 3.35 cubic metres for that period, in place of measured consumption currently billed.

Adjust the customer's bills from 3 May 2018 to 20 July 2019 such that charges are based on an average daily consumption of 3.795 cubic metres for that period, in place of measured consumption currently billed.

Adjust the customer's bills from 20 July 2019 onwards such that they are based on measured consumption, taking an assessed meter reading of 1877 as the reading for 20 July 2019.

The company may apply these adjustments as a credit to the customer's account.

The customer must reply by 24 April 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.*

# ADJUDICATOR'S DECISION

Adjudication Reference: WAT 1846

Date of Decision: 26 March 2020

## Party Details

Customer: [ ]

Company: [ ].

## Case Outline

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

- The customer disputes an outstanding bill from the company in the amount of £10,218.97 in respect of metered water supplied to his premises since 2017.
- Since 2017 the customer has challenged the company about the consumption recorded on the water meter. The apparent usage was approximately 10 cubic metres per day.
- Following various internal and external checks and a change of meter, the company contends the cause of high usage was due to an internal problem related to the property's toilets. The customer does not accept this.
- The customer submits that the problem was with the meter, the stop tap or a possible external leak on the communication pipe.
- The customer seeks an amendment to his bill for the period of high consumption. The customer submits the bill should be in line with current consumption which is approximately 3.35 cubic metres per day.
- The customer seeks costs for his time in respect of dealing with the company.

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

- The company notes that the customer's property is part commercial and part residential and is served by a single metered supply. Charges are on a measured basis with meter readings and billing every six months.

*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.*

- The company took a meter reading on 11 October 2017 and a bill was issued. The customer contacted the company on 13 November 2017 after receiving a bill higher than expected. The company states it undertook extensive investigations into possible causes of the high bill.
- The company states that it has concluded from its investigations there were no leaks on the company's apparatus that would have contributed to higher bills. The company concludes that the water has either been used in the customer's property or lost on the internal pipework or a combination of use and loss.
- The company states that the charges included on its bills are correct and are due for payment. The company has offered payment options to the customer.

### How is a WATRS decision reached?

In arriving at my decision, I have considered the following key issues:

- a. Whether the company failed to provide services to the customer according to legislation and to standards reasonably expected by an average person.
- b. Whether or not the customer has suffered any financial loss or other disadvantage as a result of a failing of the company.

In order for the customer's claim against the company to succeed, the evidence available to the adjudicator must show on the balance of probabilities that the company has failed to provide its services to the standard which would be reasonably expected and 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 I have not considered it in reaching my decision.

### How was this decision reached?

1. The matter in dispute is whether a high consumption of water recorded on the company's water meters and billed to the customer is the result of a problem with the company's equipment or a problem with the customer's systems. The company has responsibility for all equipment and pipework up to the boundary of the customer's property. The customer is responsible for all equipment and pipework within the boundary of his property.

*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.*

2. The customer's property is part commercial and part residential and is a public house with a private accommodation area. The customer moved into the property on or around 27 March 2017. A single metered supply serves the property and charges are based on usage plus standing charges. Bills are issued every six months.
3. The company states that an actual meter read was taken on 11 October 2017 and that the meter reader noted "meter turning with no visible signs of leakage". The company issued a bill in the amount of £3,326.43.
4. In November 2017, the customer contacted the company to query the level of water consumption on his bill. The company states that it has undertaken extensive investigations into possible causes of the high bills and has concluded that there was no leak on the company's apparatus that would have contributed to higher bills. The company's conclusion is that water has either been used or lost, or both, on the customer's pipework.
5. The company reports that it visited the customer's property on 21 November 2017 and noted that although water was being used in the property, the meter was not moving. It was also noted that the supply could not be isolated by the stop tap. The company replaced the stop tap on 23 November 2017.
6. The company states it visited the property again on 18 December 2017 and a reading was taken showing a consumption of 9,500 litres per day. The company states it visited the property again on 26 January 2018 and found the meter was moving erratically. The company arranged to have the meter replaced to ensure it was not faulty.
7. The company states a new stop tap was fitted outside the boundary on 17 April 2018 and a new meter installed on 3 May 2018. The location was determined as the customer had recently had a car park resurfaced and would not allow excavations affecting the new surface. The new stop tap and meter were fitted in the public highway. The existing stop tap at the boundary was left in place.
8. The company states it visited the property on 25 May 2018 at 13:54 hrs to take a meter reading and noted that the meter was moving at a high rate. No indication of the rate of consumption

*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.*

has been provided. The company states the property was in use and was advised to return before 10:00 hrs or after 22:30 hrs as no water should be in use at that time.

9. It is noted that prior to the company's visit on 25 May 2018, there is no indication that any investigation into possible leaks was undertaken. It is further noted that there was no suggestion of any leak prior to 25 May 2018. It is also noted that the company replaced the meter to ensure it was not faulty. No report of any test on the meter that was removed has been provided.
10. The company had reported the meter was not recording on 21 November 2017 when it was known water was being consumed. The company had also reported that the meter was reading erratically on 26 January 2018. Based on the available information, it appears reasonable to conclude that the meter was not accurately recording water consumption. In the absence of any test report on the meter, it cannot be determined whether the meter was under or over recording consumption.
11. The company states it returned to the customer's property on 6 July 2018 at 10:18 hrs and quantified water consumption at 120 litres per hour. The company also states that it determined there was a leak on the private supply pipe beyond the meter. It is noted the company left a calling card and a private leakage letter as it could not access the property. The company has not stated how it established there was a leak on the supply. It is unclear how the company could have confirmed water consumption was due to a leak and not due to normal use within the property if the company had not been able to access the property or speak with anyone at the property.
12. Following contact from the customer on 13 July 2018, the company states it visited the property on 20 July 2018. The company states it checked the two external stop taps and states, "there was no visible leak apart from a small dribble of water coming from the flow plug which was resolved on the spot". The company has therefore acknowledged that there was a small leak from its apparatus. It is noted that the company also reports that during a visit on 20 July 2019 there was a small leak from one of the external stop taps and that this was repaired during the visit. These dates are coincidentally exactly one year apart but the events are separately reported in the company's chronology of events.

*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.*

13. The company states that during its visit on 20 July 2018 it confirmed there was still a leak on the supply. The company noted that it had been unable to locate the customer's internal stop tap and was therefore unable to carry out further tests to identify the leak. It is therefore unclear how the company was able to confirm there was a leak on the customer's supply after stopping the leak on the external stop tap.
14. The company states that on 11 September 2018 it established there was a leak in the gents toilets and also that a toilet in the private accommodation was overflowing. The company also states that on 3 October 2018 it explained to the customer that all leaking fittings must be repaired.
15. The customer disputed that there were leaks in the property. The company states it visited the property on 10 November 2018 at 09:44 hrs and quantified a leak at 27 litres per hour. The company also notes that there was no access to the property at that time. The company states that it visited the property on subsequent occasions and was able to quantify the volume lost through leakage on each occasion. The company states that as the leak was ongoing, the company sent a letter to the customer on 28 January 2019 requiring the customer to repair the leak within 14 days.
16. The company states that it was contacted by an associate of the customer and was informed that a leak had been traced to urinals and an automatic flush control device had been replaced in December 2018.
17. The company states that it visited the property on 3 April 2019 and established the leak was still present at a rate of 1,440 litres per day. On 11 April 2019, the company issued a letter to the customer giving notice of its intention to carry out an inspection of water fitting at the customer's property.
18. The company states that on 25 April 2019, it attended the customer's property and checked all internal fittings. The company notes that during this visit it identified a small drip on one kitchen tap. No other leaks were noted although the company did note there was no internal stop tap. The company states that it also carried out tests on the two external stop taps and believed there may be a leak between the two taps. The company states that a trial hole was formed and on investigation it found no evidence of a leak between the two stop taps. The company

*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.*

has provided a photograph of the excavation carried out. I note that the photograph shows there is water present in the excavation.

19. The company refers to further visits on 14 May 2019 and 29 May 2019 where it reports water was being lost in the gents toilets. The company notes that on 29 May 2019 it demonstrated to the customer that when the urinal was isolated, the meter stopped.
20. The company reports that it visited the property on 20 July 2019 and detected a leak at the property. The company also notes that a damp patch was reported around an external stop tap. The company states that it discovered “a small amount of water coming from one of the external stop taps”. This was rectified immediately but the company considered there was still water being lost through the customer’s internal supply.
21. During a visit on 3 September 2019, the company states that it found water was being lost through a toilet cistern and states that this indicated a fault with the internal fittings.
22. The customer has referred to a leak on the communication pipe that was repaired by a contractor acting for the company. The company states it has no record of this repair. The company did excavate a trial hole but states it found no evidence of a leak on its communication pipe. I find no evidence to support the customer’s statement that there was a leak on the communication pipe.
23. From the evidence provided of the investigations carried out by the company, it is reasonable to conclude that some water has been lost as a result of leaks or defective fittings within the customer’s property. However, there is also evidence of faults with the company’s apparatus, in particular the original water meter, which was replaced, and the external stop taps, where water was reported as being lost on two occasions. I therefore find that responsibility for loss of water is shared between the customer and the company.
24. There is insufficient information available to quantify the amount of water that may have either been incorrectly recorded by the original water meter or lost from the company’s stop taps. I have therefore made a determination based on assessed consumptions using the available data.

*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.*



25. From the evidence provided it appears that the original water meter was defective. The company reported that on one occasion the meter was not recording when it was known water was being consumed at the property and, on another occasion, it was reading erratically. No meter test report has been provided to show whether the meter was under or over recording. The company has stated that it suspects the meter was under recording but has provided no evidence to support this statement. However, it appears reasonable to conclude that the meter had not been correctly recording the consumption of water. As such, I find that it is not reasonable for the customer to be charged on a measured basis, prior to the meter being changed.
26. I direct that the company shall adjust its charges for the period from the time the customer took over the property on or around 27 March 2017 up to the time the meter was changed on 3 May 2018. Charges up to that point shall be assessed based on an average daily consumption (ADC) as determined from a point when the company had corrected all known faults on its apparatus. The latest meter reading provided shows an ADC between 29 May 2019 to 17 August 2019 of 3.35 cubic metres. This is the closest assessment of ADC to a point where all leaks on the company's apparatus had been resolved. Charges for the period from 27 March 2017 to 3 May 2018 shall be based on an ADC of 3.35 cubic metres.
27. Following the installation of a new water meter on 3 May 2018, the company attended the customer's property on various occasions and established leaks existed. The company has reported instances where it was able to identify specific leaks. These all appear to relate to water fittings within the property. The customer has disputed that there were any leaks within his property however, I am satisfied that the company had identified specific instances of leaks.
28. The company also reported leaks on its own apparatus. In particular, it reported small leaks from external stop taps on two occasions which were 20 July 2018 and 20 July 2019. Whilst the company reports that these small leaks were resolved immediately, there is no indication how long these leaks had existed or how much water had been lost as a result of leaks from the company's apparatus. The company reports that on the second occasion, the customer had reported a damp patch around the external stop tap. This suggests that the leak may have been ongoing for some time.
29. I conclude that, from the time the meter was replaced on 3 May 2018 up to the time the second leak on the company's apparatus was corrected, an unknown quantity of water was lost through

*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.*

leaks or defective fittings within the property. This loss is the customer's responsibility. I further conclude that an unknown quantity of water was lost through leaks on the company's apparatus. This loss is the company's responsibility. I therefore conclude it is not reasonable that the customer should be charged for the entire volume of water as recorded on the company's meter for the period from the installation of the new meter on 3 May 2018 to the time the last leak on the company's apparatus was rectified on 20 July 2019.

30. It is not possible from the evidence available to quantify the proportion of the leaks than can be identified as the responsibility of the company and the customer. I therefore direct, based on what is fair and reasonable in the circumstances, that the company and customer shall each bear 50% of the cost of the water lost through leaks for the period from 3 May 2018 to 20 July 2019. In order to assess this, I have taken the ADC of 3.35 cubic metres used earlier as a base. I have assessed the additional water used for the period from 3 May 2018 to 20 July 2019 using the actual ADC calculated from the last meter reading during that period. The last recorded meter reading prior to 20 July 2019 was taken on 29 May 2019. The reading was 1657. The period from 2 May 2018 to 29 May 2019 is 391 days. A reading of 1657 results in an ADC for that period of 4.24. The difference between 4.24 and 3.35 gives a calculated loss of 0.89 cubic metres per day. The proportion of this loss to be allocated to the company is 50% of 0.89 which is 0.445 cubic metres per day. This results in an adjusted ADC for the period, to be used to assess charges, of 3.795 cubic metres.
31. I direct the company shall adjust the customer's bills for the period from 3 May 2018 to 20 July 2019, a total of 443 days, by assessing the total consumption during that period using an ADC of 3.795 cubic metres. This results in a total assessed consumption of 1,681 cubic metres.
32. From 20 July 2019 onwards, I am satisfied that that there is no further evidence of leaks on the company's apparatus and billing from 20 July 2019 onwards shall be based on measured water supply. Since no meter reading has been provided for 20 July 2019, I have assessed the reading by taking the actual ADC up to 29 May 2019 of 4.24 cubic metres and extrapolating to 20 July 2019. 29 May 2019 to 20 July 2019 is a period of 52 days. At an ADC of 4.24, this results in a consumption from 29 May 2019 to 20 July 2019 of 220 cubic metres. Adding this to the actual meter reading on 29 May 2019 of 1657 gives an assessed meter reading of 1877.

*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.*

33. I direct that the company shall adjust the customer's bills from 20 July 2019 to use the measured water supplied to the property, using the assessed meter reading of 1877 as the reading for 20 July 2019.
34. In summary, I direct the company to take the following actions:
- a. Adjust the customer's bills from the date the customer moved in on or around 27 March 2017 up to 3 May 2018 such that charges are based on an ADC of 3.35 cubic metres for that period rather than measured quantities.
  - b. Adjust the customer's bills from 3 May 2018 to 20 July 2019 such that charges are based on an ADC of 3.795 cubic metres for that period rather than measured quantities.
  - c. Adjust the customer's bills from 20 July 2019 onwards such that they are based on measured volumes consumed, taking a meter reading of 1877 as the reading for 20 July 2019.

The company may apply these adjustments as a credit to the customer's account.

35. The customer also seeks his costs in connection with the customer's time in dealing with the company. Under WATRS Rule 7.2, a customer may include (subject to proof of loss) claims for incidental costs as part of a claim. The customer has not quantified his claim for costs or provided and substantiation of time or costs incurred. I therefore make no award in respect of the customer's claim for costs.
36. I have also considered the company's performance in relation to the Guaranteed Standards Scheme (GSS). The GSS sets out the minimum standards of service customers are entitled to expect from water or sewerage undertakers. Under the GSS, a company is required to respond to written complaints from customers within ten working days. Where a company fails to provide a substantive reply to a customer's written complaint within the required period, the company must make an automatic payment to the customer. I have found no instances where the company has failed to respond to a customer complaint within the required timeframes. I therefore make no direction in this matter.

*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.*

## Outcome

The company shall take the following actions:

Adjust the customer's bills from the date the customer moved in on or around 27 March 2017 up to 3 May 2018 such that charges are based on an average daily consumption of 3.35 cubic metres for that period, in place of measured consumption currently billed.

Adjust the customer's bills from 3 May 2018 to 20 July 2019 such that charges are based on an average daily consumption of 3.795 cubic metres for that period, in place of measured consumption currently billed.

Adjust the customer's bills from 20 July 2019 onwards such that they are based on measured consumption, taking an assessed meter reading of 1877 as the reading for 20 July 2019.

The company may apply these adjustments as a credit to the customer's account.

## What happens next?

- This adjudication is final and cannot be appealed or amended.
- The Customer must reply by 24 April 2020 to accept or reject this decision.
- When the Customer notifies WATRS of acceptance or rejection of the decision, the Company will be notified of this. The case will then be closed.
- If the Customer does not inform WATRS of his acceptance or rejection of the decision by the date required, this will be taken as a rejection of the 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.*

**Signed**

A handwritten signature in black ink, appearing to read 'Ian Raine', with a long horizontal flourish extending to the right.

**Name**

Ian Raine (BSc CEng MIMechE FCI Arb MCIBSE)

**Adjudicator**

*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.*