

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1722

Date of Decision: 20 January 2020

#### Complaint

The customer asserts that she was unhappy to find that there was a water meter installed at the property she had purchased. She requested the company to remove the meter and charge her on an unmeasured basis, however, it refused. As she had no contract with the company, her plumber removed the meter during a refurbishment/modernisation of the property (no damage was caused to the meter). The customer requests that the company revoke the measured charges and replace with unmeasured charges (known as rateable value), reduce her bill and provide an apology.

#### Defence

The company asserts that it is permitted under the Water Industry Act 1991 to charge customers for its services on the basis of the volume of water used. The previous occupier had a meter installed at the property and therefore it is entitled to charge the customer, as a new occupier, based on readings taken from the meter. It is charging the customer correctly (by reference to volume) and it will not remove the meter. It has already provided the customer with a bill reduction in response to her advice that she used no (or little) water during the timeframe the property was being refurbished. It does not agree to provide any of the remedies sought. The company has not made any settlement offer.

#### Findings

The company has demonstrated that due to the customer being a new occupier of the property, it is legally entitled to charge her on a measured basis (i.e. based on readings taken from the meter). I am satisfied that its refusal to remove the meter, revoke measured charges and charge the customer on an unmeasured basis (rateable value), does not constitute evidence of it failing to provide its services to the standard to be reasonably expected. It has also demonstrated that it has provided a reasonable bill reduction and it is not required to provide any further reduction.

#### Outcome

The company does not need to take any further action.

**The customer must reply by 17 February 2020 to accept or reject this decision.**

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# ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /1722

Date of Decision: 20 January 2020

## Party Details

Customer: [ ]

Company: [ ].

## Case Outline

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

- She was unhappy that her new property is fitted with a water meter. She requested the company to remove the meter and charge her on an unmeasured basis, however, it refused.
- As she had no contract with the company and her property is private, her plumber removed the meter during a refurbishment/modernisation of the property (no damage was caused to the meter).
- She is unhappy that the company "slandered" her solicitor who completed the conveyancing on the property and also that it wrongly accused her of damaging the water meter.
- She is unhappy that the company told her to contact the previous owner (regarding the removal of the meter); the previous owner is deceased and the company's advice to contact her is a data protection breach.
- Her choice of no water meter has been ignored by the company.
- She was not receiving water from 6 August 2019 to 16 November 2019 (she bought water from the shop) but received itemised bills for the meter therefore she requests that the company reduce her bill.
- The customer requests that she is charged on an unmeasured basis (rateable value) rather than measured via a water meter.
- The customer requests an apology from the company.

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

- Water service charges are statutory and not contractual; in accordance with Section 142 of the Water Industry Act 1991 (WIA), it is permitted to charge for water and wastewater services provided. Under Section 143, it is permitted to make a charges scheme which essentially fixes charges to be paid for services provided and Section 144 confirms that the occupier is responsible.
- In accordance with Section 16 of the Water Act 2014, its charging scheme is required to reflect OFWAT's charging rules which require it is able to demonstrate that its charges do not show any undue preference to, or discriminate unduly against, any class of customers or potential customers and that the overall level of its charges does not exceed the price limit as set by OFWAT.
- It is charging the customer correctly (by reference to volume) in accordance with Section 142 of WIA.
- The customer called on 3 June 2019 to advise she was the new owner of the property and it advised that the property had a meter and her bill would be in the region of £316.59. On 6 June 2019, the customer asked for it to remove the meter as she did not want to be billed based on consumption. It explained that it had fitted the meter under its Free Meter Option scheme and any new occupier will not pay charges based on the rateable value of the property.
- Its right to charge new occupiers based on readings taken from the meter is set out in sections 144A (6) and (7) and 144B (2) (b) of WIA.
- The customer was not happy that she was not made aware that the property had a water meter when she purchased it. It asked if her solicitor or agents had carried out a search on her behalf, which they would normally do. It supplies Water and Drainage searches which give detailed information of the water and wastewater services for any potential property purchase. It did check with its Property Searches team whether there had been any application for it to carry out a search on the customers/solicitor's behalf; there had not been any request made.
- It is not responsible for the customer not being informed about the water meter and it will not remove the meter.
- It also said that sometimes the person who was selling the property would tell any prospective buyer whether there was a meter fitted or not. The customer advised us that the previous occupier had died, so she would have been unable to ask them. She advised that she would; remove the meter herself; 'smash it'; return it to its offices in [ ] and; it would be hearing from her solicitor.

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- It received an email from the customer on 15 July 2019 asking for it to remove the meter. It called the customer on 18 July 2019 and explained it was not possible to remove the meter. It wrote to the customer to explain that under the WIA, it is illegal for anyone to tamper with, remove or move a meter without its permission.
- It advised that if she would not allow it access, it would aim to fit externally, if it could not (because of a common supply), then it would apply the higher assessed charge, which is £894.51 this year, 1 April 2019 to 31 March 2020. It also asked her to clarify if she had removed the meter or not, as it was still getting automated meter readings.
- On 1 November 2019, the customer emailed it to advise that she has removed the meter. It replied on 11 November 2019 confirming its position and to ask for her co-operation in refitting the meter inside, if not, it would go ahead with the external fit (at its cost). It asked the customer to let it know by 14 November 2019.
- The customer advised on 11 November 2019 that she would not allow it access. It wrote to the customer on 15 November 2019 to confirm it would go ahead to see if it could fit a meter outside her home and it also sent her a Direct Debit mandate, as sought by the customer.
- As the customer called on 25 November 2019 to advise that although she had been flushing the toilet, she had not been using the water for cooking, washing or drinking, it agreed as a goodwill gesture to make an allowance for the cost of clean water from 6 August 2019 up to 16 November 2019 (22 cubic metres of clean water at a cost of £11.54) and sent her a revised bill.
- On 4 December 2019, it fitted an (external) meter outside the property boundary, in the footpath and contacted the customer to advise of this.
- Therefore, it has followed all of its policies, processes, legal and regulatory requirements whilst dealing with the customer's concerns. It denies that it has failed to provide services to the standard to be reasonably expected.
- In relation to the customer's request to remove the water meter, in line with the WIA, it is unable to comply with this request. Further, it does not agree to place the customer on unmeasured charges, as requested.
- In relation to the customer's request to reduce her bill, it has already provided an allowance although consumption was recorded on the meter from 31 May 2019.
- In regards to the customer's request to apologise for accusing her of damage to the meter and failing to listen to her, it assures that it did not accuse the customer of damaging the meter. It merely advised her that it was illegal to tamper with or remove the meter.

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## Reply

- The customer reiterates that her rights have been ignored and the meter has been fitted without her consent and the company “slandered” the lawyer who sold her the property. The customer also confirms that the bill was reduced and that a standing order is in place to pay monthly.

### 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?

1. The dispute relates to a water meter at the customer’s property at [ ] (the Property) and the method of charging used by the company in relation to services supplied to the customer at her Property.
2. After purchasing the Property in or around May 2019, the customer asked the company to remove the water meter installed within the kitchen and that it raise charges on an unmeasured basis (known as rateable value). When the company refused, her plumber removed it (no damage was caused to the meter) during a refurbishment/modernisation of the Property. It is clear that the company has since installed the water meter externally, in the footpath of the Property as the customer did not agree to having the meter refitted in the kitchen/ or within the Property internally. The customer is unhappy about the company’s

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installation of the water meter and the method of charging being unmeasured and she also claims that the company “slandered” her solicitor who completed the conveyancing on the Property.

3. I remind the parties that in accordance with WATRS Rules 3.4.3 and 3.4.1, an allegation of slander falls outside the scope of WATRS as it concerns a complicated issue of law and because there is a more appropriate forum for the resolution of these types of disputes. Furthermore, I find that the customer’s claim that the company’s advice to contact the previous occupier (who is deceased) regarding the removal of the water meter, also falls outside of the scope of the Scheme, in accordance with WATRS Rule 3.4.1. Therefore, I am unable to consider the above claims; however, I shall proceed with considering the remaining claims and if the company failed to provide its services to a reasonably expected standard.
4. I acknowledge receipt of the billing/payment evidence submitted by the customer in support of her claim, Appendixes 1 to 14 of the Defence submitted by the company in support of its stated position and also the Consumer Council for Water (CCW) documentation.
5. I am satisfied from the evidence that the water meter had already been installed when the customer purchased the Property; the company has explained that the previous owner had requested the installation under its Free Meter Option scheme. I accept that under the WIA, the company is permitted to charge for water and wastewater services provided (section 142) and to make a Charges Scheme whereby it can fix charges to be paid for the services provided (section 143). Furthermore, under sections 144A (6) and (7) and 144B (2) (b) of WIA, I accept that the company is entitled to charge new occupiers based on readings taken from the meter. I note this policy is also stated on the company’s website.
6. Therefore, due to powers afforded to the company by statute (as oppose to any contract), the company is legally permitted to charge for its services based on the volume of water used rather than on an unmeasured basis (usually rateable value). It therefore follows that the company’s refusal to remove the water meter (fitted in the kitchen of the Property) when requested by the customer, does not constitute evidence of the company failing to provide its services to a reasonably expected standard. On the same basis, I am satisfied that the company is legally permitted to install (an external) water meter at the customer’s Property in

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order to charge on a measured basis. For the avoidance of doubt, I acknowledge that the company did offer to apply to re-locate the (original) meter but that the customer indicated that she did not want the meter moved elsewhere.

7. In light of the call notes included in the CCW documentation and its responses to the customer, as submitted at Appendixes 8, 10 and 12, I am satisfied that the company reasonably sought to explain to the customer its above stated position in relation to her requests regarding the meter and there is no evidence of any service failure by the company in this regard.
8. In relation to the customer's complaint that the company has incorrectly accused her of damaging the meter, the company in its Defence denies this claim and submits: "it merely advised her that it was illegal to tamper with or remove the meter". Whilst the customer has confirmed her plumber removed the original meter, I find no evidence to suggest it was damaged in the removal process. However, neither can I find any evidence, either in correspondence exchanged between the parties or in the call notes, showing that the company accused the customer of causing damage. I accept, however, that the company advised the customer in strong terms, that she should not: "remove or tamper the meter". On balance, I do not consider that the company's submission or wording used to be unreasonable in the circumstance. Therefore, I find no evidence of the company failing to provide its services to the standard to be reasonably expected.
9. I acknowledge that the company has confirmed that it did not receive any application on the customers/solicitor's behalf for it to carry out a Water and Drainage searches (prior to the customer purchasing the Property or at all). I accept that a Water and Drainage a search gives information regarding the water and wastewater services for any potential property purchase. In the absence of any evidence to the contrary, I accept the company's above assertion and as such, I find that the company would not be responsible for the customer being unaware (in the first instance) of the presence of a water meter at the Property (if indeed this is being claimed).
10. The customer submits that she did not use water at the Property whilst it was being refurbished and bought bottled water from the shop between 6 August 2019 and 16

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November 2019. In her WATRS Application, she has requested a reduction to her bill. In its Defence the company has included (automated) meter readings from the meter, which indicates usage of 28 cubic metres from 31 May 2019 to 10 October 2019. The company submits that as the customer called on 25 November 2019 to advise that although she had been flushing the toilet, she had not been using the water for cooking, washing or drinking, it agreed, as a goodwill gesture, to make an allowance for the cost of clean water from 6 August 2019 up to 16 November 2019; 22 cubic metres of clean water at a cost of £11.54. The company has submitted the revised bill at Appendix 13. I find that bill provided dated 25 November 2019 for a total amount of £112.34 indicates 28 cubic metres of water usage but states on page 2: "This replaces the one we sent you on 15 November" and I can see it includes a £42.29 credit adjustment (applied on 25 November 2019). Therefore, I am satisfied the £42.29 credit adjustment is the 'goodwill gesture' referred to by the company, reflecting the lesser amount of 22 cubic metres of clean water. As this credit seems reasonable in the circumstances, I find no basis to direct that the company provide any further bill reduction.

11. Therefore, as I am satisfied that the company has demonstrated that due to the customer being a new occupier of the Property, it is legally entitled to charge the customer on a measured basis (i.e. based on readings taken from the meter), I find its refusal to remove the meter, revoke measured charges and charge the customer on an unmeasured basis (rateable value), does not constitute evidence of it failing to provide its services to the standard to be reasonably expected. As no further service failures by the company have been established, when handling the customer's requests and complaint, I find no basis to direct that it provide the remedies requested by the customer in her WATRS Application. As a consequence, the claim cannot succeed.

#### **Outcome**

The company does not need to take any further action.

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## What happens next?

- This adjudication decision is final and cannot be appealed or amended.
  - The customer must reply by 17 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.
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**A. Jennings-Mitchell** (Ba (Hons), DipLaw, PgDip (Legal Practice), MCIArb)

**Adjudicator**

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