

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1726

Date of Decision: 16 January 2020

Complaint

The customer has a dispute with the company regarding its installation of a water meter to measure consumption at her property. The customer asserts that the company installed the meter without her knowledge or consent. The customer claims that the first time she became aware of the meter was after it had been installed and she is disappointed that the company refuse to remove it. The customer does not accept the company's contention that it tried to contact her in 2016 other than to offer her a meter to be installed if she so desired. Consequently, she requests the company remove the meter, issue an apology and pay £5,000.00 in compensation.

Defence

The company states that it has installed the meter in compliance with statutory regulations, and that it does not require permission from householders prior to installation. The company asserts that it made all reasonable efforts to contact the customer in 2016, 2017, and 2019 but without success. The company has not made any offer of settlement to the customer, and believes it has acted in a correct and reasonable manner. Thus, it declines to accede to any of the customer's claims

Findings

The customer has not presented sufficient evidence to support her claim that the company wrongly installed the water meter. I am satisfied it was installed correctly within the statutory legislation and that the company made reasonable efforts to contact the customer even though her consent was not required. I am not persuaded that any act or omission by the company caused the customer to suffer distress or inconvenience and thus I find compensation and an apology are not applicable. 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 13 February 2020 to accept or reject this decision.

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ADJUDICATOR'S DECISION

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Date of Decision: 16 January 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 the installation of a water meter at her property. The customer asserts that she has neither requested nor agreed to the installation, and contends that the company installed the meter without either her knowledge or consent. Despite the customer's ongoing communications with the company and the involvement of CCWater, the dispute has not been settled.
- The customer states that on 14 March 2019 a water meter was installed at her property without warning and without her consent. The customer further claims that on the same day a leaflet was posted through her letterbox advising her that the meter had been installed.
- The customer claims that immediately after becoming aware of the installation she contacted the company to complain and was advised that she had been notified in advance as she was sent letters on several occasions in 2016. The customer further asserts that she was informed that a meter already exists at her property and that the company was merely replacing and upgrading the existing unit, and was legally entitled to do so.
- The customer acknowledges that water meters were installed in her road in 2016, but she recalls that they were not compulsory and she declined to accept one when offered by the company. The customer contends that she was unaware that the company had installed the

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meter at that time and she further believes that the company had no right to be monitoring her water usage without her knowledge.

- The customer also claims that she was advised that the company had made efforts to contact her, both in 2016 and 2019, by telephone and by attending her property but had not succeeded in speaking with her. The customer disputes this; she states that she has not received any notes at her property informing her that a company agent had called and she has no record of any messages left on her telephone answering machine.
- The customer states that the company had advised her that her neighbourhood was classified as an area for compulsory metering but she queries this because not all neighbouring properties have metres installed. Additionally, she states that on 14 March 2019, when her meter was installed, only her next-door neighbour had a meter installed and thus she questions why other properties were exempt if the area is zoned for compulsory metering. She does not believe she has been treated in the same manner as other properties in the same postcode.
- The customer further notes that in March 2019 the company contacted her to request she provide a contact telephone number. She queries its assertion that it attempted to connect with her by telephone in 2016 if it didn't have her number.
- The customer, dissatisfied with her interactions with the company, escalated her dispute on 18 May 2019 to CCWater who took up her case with the company on her behalf. The customer further records that, despite the intervention of CCWater, the dispute is ongoing and the company has not revised its standpoint and CCWater are unable to facilitate a resolution between the parties.
- The customer remains dissatisfied with the response of the company and consequently, on 29 October 2019, has referred the matter to the WATRS Scheme whereby she seeks to have the company remove the water meter, issue an apology, provide answers to her questions on why a meter has been fitted without her consent, and pay compensation in the sum of £5,000.00.

The company's response is that:

- The company submitted its Defence paper to the claim on 29 November 2019.
- The company confirms that 2011 it installed analogue water meters at outside stop valves in the road housing the customer's property. It asserts that the meters are primarily for detecting leakages are not used for billing purposes unless requested by a householder. The company

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contends that if a customer has not requested a metered bill it is likely they are unaware of the existence of a meter.

- The company notes that in 2012 DEFRA approved its Water Resources Management Plan which gave it the power to compulsorily meter all properties in areas categorised as being under serious water stress.
- To implement the Plan the company initiated its Progressive Metering Programme, and on 08 September 2016 it sent a letter to the customer informing her that it planned to undertake a survey for the purposes of metering. Receiving no response from the customer, the company sent further letters on 20 September 2016, 10 October 2016, and 15 December 2016. The company further asserts that it unsuccessfully attempted to contact the customer by telephone on 01 November 2016, 23 November 2016, and 01 December 2016 as well as attending the property on 17, 18, and 25 October 2016 without making contact.
- The company confirms that subsequently on 14 March 2019, it replaced the existing analogue meter at its stop valve located in the footpath outside the customer's property with a smart meter, and posted notification of this through her letterbox.
- The company acknowledges that the customer contacted it by telephone on the same day to complain that the meter had been installed without her consent or knowledge. The company states that it apologised and granted a £30.00 account credit as a gesture of goodwill, but that the customer submitted an official complaint, also on 14 March 2019.
- The company records that on 11 April 2019 it sent a detailed reply to the customer addressing all the point she had raised in her complaint. It explained the steps taken to contact her in 2016 and 2017, and described the legal position permitting it to compulsorily install smart meters without householders' prior permission. It also advised her that it could not accede to her request to remove the meter but that she would not receive a measured bill for twelve months following activation of the meter.
- The company also asserts that when it commences metering in a new area it communicates with all properties in that area that are suitable for meter installation, those properties already voluntarily on a metered supply and those deemed non-meterable are excluded. Thus, the company rejects the customer's assertion that she has been treated differently from other neighbouring residents.
- In summary, the company believes it correctly and legally installed the smart meter to measure consumption at the customer's property. It also denies the customer's claim that she was not

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given prior notice, and supplies evidence to confirm the attempts it made to contact her to advise about metering. Consequently, the Company denies to remove the meter, pay compensation or to issue an apology.

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

- The customer on 13 December 2019, has submitted comments on the company's Defence document. She reiterates her belief that the company merely advised customers in 2016 that they could have metered bills if they so requested. The customer reiterates that she did not request a meter in 2016 and therefore refutes the company's position that as a meter already existed it was free to replace it with a smart meter. The customer also states again that the meter installed in 2011 was without her knowledge. She also notes that several of the copies of letters purportedly sent to her in 2016 are not specific to her and are simply generic templates. The customer stresses again, that she believes she was not given any advance warning by the company before it installed the smart meter.

On 16 December 2019, the company responded to the customer's comments, and clarified that the customer was not given an option in 2016 to have a meter installed. The company states that the correspondence sent to all relevant properties was simply a notice that smart metering was coming to their neighbourhood, and was not an invitation to apply for a meter.

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.

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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 actions in installing a smart meter to measure water consumption at her property. The customer asserts that the meter was installed without her knowledge or consent and she has requested the company to remove it. The company asserts that legally, once a meter is installed it will not be removed.
2. I note that the adjudication 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. The customer has requested in her WATRS application that the company remove the smart meter it has installed outside her property.
4. The company has explained both in its letter to the customer dated 11 April 2019 and in its Defence paper, that it is legally empowered to install meters in areas zoned as being under serious water stress. The company has submitted either copies of or references to the applicable statutory powers and government legislation, these include The Water Industry Prescribed Conditions 1999 as issued by DEFRA and the Water Industry Act 1991. I have referred to these documents and I find on balance that the company has shown its entitlement to install water meters without the consent of householders.
5. I am satisfied that the company has shown that the London area has been categorised as a zone of extreme water stress by DEFRA and as such the company is empowered to compulsorily meter customers without prior permission.
6. The customer claims that she received no advanced warning of metering being installed. The company states that an analogue meter was originally installed in the outside stop valve adjacent to the customer's property in 2011. I am satisfied that this meter was not installed for billing purposes, and as it was installed in a company asset for leak detection purposes then I am satisfied the company did not need to advise the customer of its installation. Additionally, I note that both the stop valve and the meter are company assets and as such may be used at its discretion to ensure it provides its services to a reasonable level.
7. The customer asserts that the communications from the company in 2016 advised her that she had a choice of whether to install a meter or remain on the Rateable Value tariff. The company

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denies this understanding and asserts that no choice was given to customers as the communications were simply to advise that smart metering was coming to the area and that billing by meter would become mandatory. From my reference to the documents laid before me I find that the customer's non-response to the company's letters and leaflets does not constitute a declining of an offer to have a meter and therefore it was reasonable for the company not to construe it as such.

8. Notwithstanding that prior consent from a householder is not required before installing a meter, the company has a policy of informing affected properties in advance and providing information of why meters are being installed and when they may be activated. The customer has complained that she received no advanced warning and only became aware after the smart meter was installed on 14 March 2019. However, from the evidence submitted to me I find on balance that the company made reasonable efforts to contact the customer by letter, telephone, and by sending agents to her property. The customer has also stated that she was given the option in 2016 to request a meter but did not respond to the company as she did not wish to have a meter. I am therefore satisfied that she received correspondence from the company in 2016 but chose not to respond to it.
9. Similarly, the customer queries why the company requested in March 2019 that she supply a contact telephone number when it claimed it telephoned her on several occasions in 2016. I find that it is not unreasonable for the company to ask for confirmation of current contact details, particularly as attempts to connect using the number it had in its files were not successful. I am not satisfied on balance that the customer has shown that the company did not attempt to call her in 2016 because it requested updated details in 2019.
10. The customer has requested, in her application to WATRS, to have the company remove the smart meter installed on 14 March 2019. I am satisfied that the company is empowered to install such meters and is permitted to bill the customer based on metered readings following the completion of the twelve-month consumption comparison period. Thus, I find that the company acted correctly when it installed the meter and I shall not direct that the meter be removed.
11. The customer has also requested that the company be directed to answer her questions regarding the fitting of meters to her property. I am content that the company's letter to the customer dated 11 April 2019 explains in reasonable detail the Smart Metering project and does in fact respond to all the questions and issues raised by the customer in her correspondence with the company. Consequently, I shall not direct that the company issue further response.

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12. The third remedy claimed by the customer is to receive an apology for the company disregarding the health, rights, and privacy of herself and her family. As I have found that the company was entitled to install the water meter, and that it installed it outside the customer's property in its outside stop valve, plus I am satisfied that it made reasonable efforts to communicate with the customer, I am not persuaded that the company has disregarded the comforts of the customer as she has claimed. Thus, I find that an apology is not appropriate.
13. Finally, the customer has requested the sum of £5,000.00 in compensation. The customer has split the sum into two separate heads of claim, (i) £2,500.00 for distress and inconvenience, and (ii) £2,500.00 for invasion of privacy.
14. I am sympathetic to the frustrations of the customer insomuch that she does not wish to be billed at measured tariff, preferring to remain subject to the Rateable Value tariff. However, the company has not failed any duty of care to manage the customer's account with a reasonable level of skill and care and has installed the meter in compliance with statutory regulations. Although the customer may have experienced distress and inconvenience I am not satisfied on balance that any act or omission of the company is responsible. Consequently, I find that the customer's claim for compensation does not succeed.
15. In summary, I find that the customer has not provided sufficient evidence to justify the claim.
16. 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.

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What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 13 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.



Peter R Sansom
MSc(Law); FCIArb; FAArb;
Member, London Court of International Arbitration.
Member, CIArb Business Arbitration Panel.
Member, CEDR Arbitration Panel.

Adjudicator

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