

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1894 – Metering – Problems with metered and unmeasured bills

Date of Decision: 20 April 2020

Complaint

The customer submits that the company switched on her meter in April 2017 and began charging her on a metered basis without her knowledge. The company has refused to allow her to return to non-metered charges despite her explanations that she has been an occupant at the property for 28 years. The company failed to detect an external leak on two occasions (31 January 2018 and 2 May 2018), and when it finally did detect a leak on 30 May 2018 it did not arrange for it to be fixed until March 2019. Another leak was detected in November 2019 which was then repaired in February 2020. She does not believe that the leak was properly fixed in March 2019. She has had to chase the company on countless occasions. She has been under an immense deal of personal stress compounded by the company's failures. The customer requests that the company return her to unmetered charges or backdate the WaterSure Plus scheme tariff to April 2017 when the meter was initially switched on; provide an apology; and pay £2,500.00 compensation for stress and inconvenience.

Defence

The company states the customer's brother notified them that he had sold the property to his sister and the customer became responsible for the charges with effect from 1 April 2017. A metered account was opened for the customer as there had been a change of occupancy and an unmetered RV bill had not been issued to her. As such, the company will not revert the customer to the unmeasured RV charge basis. The company states that it had proved there was no leak on the customer's supply on 31 January 2018 and 2 May 2018. On 30 May 2018, a suspected leak was identified and the company attended on 27 March 2019 to fix the leak. The company acknowledge the time it took for the first leak (identified on 30 May 2018) to be repaired. On 14 November 2019, a small leak was identified. This was fixed on 4 February 2020. The company have applied leak allowances and applied goodwill gestures totalling £150.00 to the customer's account. The Watersure Plus tariff the customer now qualifies for cannot be backdated.

Findings

The company failed to provide its services to the customer to the standard to be reasonably expected in relation to unclear and/or incorrect information given to the customer throughout the period of this complaint, and in relation to the

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time taken to resolve leaks at the property. However, there is no evidence to show that the company is under obligation to revert the customer back to unmetered charges, or backdate the WaterSure Plus scheme tariff to April 2017.

Outcome

The company needs to take the following further action:

I direct that the company pay the customer further compensation in the sum of £150.00. An authorised representative of the company should also provide the customer with a written apology.

The customer must reply by xx May 2020 to accept or reject this final decision.

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ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /1894

Date of Decision: 20 April 2020

Party Details

Customer: The Customer

Company: XWater

Case Outline

The customer's complaint is that:

- The company switched on her meter in April 2017 and began charging her on a metered basis without her knowledge. The company has refused to allow her to return to non-metered charges despite her explanations that she has been an occupant at the property for 28 years.
- The company failed to detect an external leak on two occasions (31 January 2018 and 2 May 2018), and when it finally did detect a leak on 30 May 2018 it did not arrange for it to be fixed until March 2019, 10 months later.
- Then despite assuring her that the leak had been fixed, another leak was detected in November 2019 which was then repaired in February 2020. She does not believe that the leak was properly fixed in March 2019 as she finds it hard to comprehend that a second leak appeared several months later.
- She has had to chase the company on countless occasions. [Personal information removed] She claims that the company has compounded the pressure she is already under by allowing the situation to have continued for so long. The company has intimated that she has been untruthful with regard to the presence of a leak since the initial engineer's report did not support her statement that he had confirmed to her that the meter was still moving when the water supply had been turned off. It has threatened her with legal action due to the increasing water bills, even after the leak had been detected and it has damaged her credit score/rating which she believes was responsible for her not being able to open another bank account.

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- The customer requests that the company return her to unmetered charges or backdate the WaterSure Plus scheme tariff to April 2017 when the meter was initially switched on; provide an apology; and pay £2,500.00 compensation for stress and inconvenience.

The company's response is that:

- On 13 December 2016 we fitted a meter to the supply of [personal information removed] and on 1 March 2017 the two year transitional period began for our Smart Metering Programme (SMP) at this property. At the time, the customer's brother was responsible for the charges at the property. Had the customer's brother remained the person responsible for the charges at the property and, had he not already switched to a metered charge basis, the tariff for our services at the property would have automatically switched to metered (as opposed to the Rateable Value basis) with effect from 1 March 2019. The customer's brother notified us that he had sold the property to his sister and she became responsible for the charges with effect from 1 April 2017. Having checked records with the Land Registry, it was confirmed that the customer did become the legal owner of the property on 27 March 2017.
- In line with our Charges Scheme 2017/18 (and each subsequent year) with this information, a metered account was opened for the customer as there had been a change of occupancy and an unmetered RV bill had not been issued to her. As such, we will not revert the customer to the unmeasured RV charge basis.
- We had proved there was no leak on the customer's supply on 31 January 2018 and 2 May 2018. On 30 May 2018, a suspected leak was identified and we attended on 27 March 2019 to fix the leak.
- We acknowledge the time it took for the first leak (identified on 30 May 2018) to be repaired. We applied a goodwill gesture of £50.00 to the customer's account to say sorry for the length of time it took for the repair to be carried out. However, as part of the review we would like to offer a further goodwill gesture acknowledging the time it took for us to carry out a free repair. We have applied a goodwill gesture of £100.00 to the customer's account which is £10.00 for each month between 30 May 2018 and the repair of 26 March 2019.
- On 14 November 2019, one of our engineers attended the customer's home and identified a small leak of approximately 1 litre lost every 12 minutes on the external pipework. On 4 February 2020, our contractors attended and replaced a leaking stop valve.
- The customer had a leak allowance applied to her account after we repaired the first leak at her home on 26 March 2019. When we applied the customer's first leak allowance we adjusted her bills back to the date her account was opened (1 April 2017), even though we knew as at 2 May

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2018 there was no leak on her supply. We did this because the consumption after we repaired the first leak was lower than at any time her account had been open and so this has benefited the customer. Now that we have repaired a second leak at the customer's home, her consumption per day is lower still than at any time previous. A second leak allowance has been applied on this basis which has again adjusted all charges levied since 1 April 2017, when the customer became responsible for the payment of our services. This not only benefits the customer because we know there were periods when there were no leaks, this also benefits the customer because our Customer Assistance Fund (CAF) has cleared some of the arrears she had accrued. In effect, with the credit applied by our CAF and this second leak allowance, the customer has had the same debt credited twice.

- The Watersure Plus tariff the customer now qualifies for cannot be backdated. To determine if a customer is eligible for this tariff, an application form needs to be completed by a customer informing us of their financial circumstances, which needs to be assessed by XWater.
- Information about assistance available to customers if they need help paying their bills was provided when the meter was installed; included in the 'Welcome letter' we sent the customer when we opened her account; and included on page three of the customer's first bill and each subsequent bill sent to her. We discussed our Watersure and Watersure Plus schemes with the customer when she called us on 25 May 2018 and sent her application forms for both schemes on this date. These conversations were also held with the customer since, whilst dealing with her complaint when we've spoken to her on the phone and in the various pieces of correspondence we've sent her and the Consumer Council for Water (CCW) when responding to her complaint.
- As we did not receive an application for our Watersure Plus tariff until 16 October 2019, we were not able to assess her financial circumstances until this date. As such, the customer's Watersure Plus tariff has been correctly applied with effect from 16 October 2019. It should also be borne in mind, we are not aware of whether the customer would have qualified for our Watersure Plus tariff on 1 April 2017, as we have not been able to assess her financial circumstances as at that time.
- On 2 October 2019 we gave the customer the details for our CAF which is set up to help customers who have built up arrears on their account and are struggling to clear the balance. On 20 February 2020 our CAF applied a payment of £1046.98 to The Customer's account to clear debt accrued prior to the current billing year (charges up to 11 December 2018 bill issued 14 December 2018), reducing the outstanding balance to £1032.47 for charges up to 10 December 2019.

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- Although we do share information with Credit Referencing Agencies with regards to how a customer's account is managed, payments on time or, late for example. We confirm for both of the customer's accounts, no information, certainly no negative information (late payments) have currently been reported. However, the customer is currently £40.00 behind an agreed payment plan and there is a hold on the account which will prevent our debt recovery process and our reporting to Credit Reference Agencies. Once we have received the adjudicator's decision the hold will be removed from the customer's account and if the payment plan that is in place is not brought up to date, the customer risks it being cancelled, and the total balance due will then become payable.

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. I must remind the parties that adjudication is an evidence-based process.
2. 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.

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3. It is almost inevitable in such adjudications that conflicts of evidence arise, and the mere fact that the adjudicator finds in favour of one party on a particular issue does not mean that the other is telling an untruth. The adjudicator's role is to balance the evidence that is submitted.
4. It is not part of the adjudicator's function to carry out an independent investigation of the facts, or for instance, contact witnesses. If evidence is said to be relevant, it should have been submitted to WATRS.

Third Parties

5. I acknowledge the customer's submissions about other residents on her street. However, for the purposes of this decision my remit is to determine the issues between the customer and the company only. Any submissions about third parties cannot be considered.

Switch to meter basis

6. It is not in dispute that ownership of the property was transferred to the customer from her brother. Evidence from the Land Registry submitted by the company shows that the customer became the legal owner of the property on 27 March 2017.
7. However, the customer submits that she is not a new occupant and has been resident at the property for 28 years. The customer's submissions are clear, credible and consistent with the documents. I am therefore inclined to accept the customer's submission on a balance of probability.
8. The account notes submitted show that the customer first raised a complaint about this to the company on 25 May 2018. The customer advised the company that she was unhappy about her charges. The account notes also show that the customer also explained that she should not be charged on a metered basis as she was not a new occupant and had already been living in the property.
9. The company states that in line with its Charges Scheme 2017/18, a metered account was opened for the customer as there had been a change of occupancy and an unmetered RV bill had not been issued to her.

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10. I note the copy of the Charges Scheme 2017/18 submitted by the company as evidence to support its submissions. However, I am mindful that in the document distinctions are made at times between owners and occupants. I am also mindful of the Commons Library Briefing Paper submitted by the customer in evidence which states that "...a water company can install a water meter and charge on that basis, if the household customer: ...is the new occupier of a property."
11. In light of the evidence provided, the company has not clearly explained its continued assertion, after the customer's prior occupancy was brought to its attention, that there had been a change of occupancy and it was acting in line with its Charges Scheme on this basis. The company's submissions in its Defence are not clear. I am therefore not satisfied that the company has shown that it provide its services to the customer to the standard to be reasonably expected in this regard.
12. However, notwithstanding the above, there is no evidence to show that the company is under obligation to revert the customer back to unmetered charges. The customer's property is located in a region designated by the Secretary of State for the Department of Food and Rural Affairs, to be an area of serious water stressed area and is subject to the company's Smart Metering Programme to reduce water consumption and maintain a secure water supply.

Leaks

13. The company first attended the property to investigate the customer's complaint of a high consumption bill and a possibility of a leak on 31 January 2018. The company states that during the visit no faults or issues were noted by the engineer. However, the customer refutes this and states that during the visit the engineer clearly informed her and her brother that the meter was still showing usage despite the stop valve having been switched off, which would suggest that there was a leak. As discussed above, I consider the customer's submission clear, credible and consistent. I am therefore inclined to accept, on a balance of probabilities, that the customer's account is an accurate reflection of the conversation between the parties, and that the engineer gave the customer unclear and/or incorrect information on 31 January 2018. I am not satisfied that the company has shown that it provide its services to the customer to the standard to be reasonably expected in this regard.
14. The customer subsequently raised a complaint and the company arranged for an engineer to visit the property again on 2 May 2018. This engineer once again noted no faults or issues with

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the supply. The customer submits that the company sent the same engineer; this is not disputed by the company. Bearing in mind the customer's complaint about the engineer, I am not satisfied that the company has shown that it provide its services to the customer to the standard to be reasonably expected in this regard.

15. Following further complaints, another engineer attended the property and on 30 May 2018, a suspected leak was identified. However, the company did not repair the leak until 26 March 2019; some 10 months later. The company states that it sent the customer a letter on 4 August 2018 asking her to make contact so it could arrange a repair of the leak. The customer states that she did contact the company on numerous occasions but was informed that it had no information about a leak, and it would be looked into. The customer also states that she was eventually told by her previous case worker that that the engineer who had visited on 30 May 2018 had failed to assign a reference number to the report which is why the job had not been raised. The company does not refute this. I am also mindful that the company has not explained why it took a period of nearly five months before it wrote to the customer to try to arrange a repair. The company itself acknowledges that it failed provide to its services to the customer to the standard to be reasonably expected in respect to the time taken to repair the leak after it was identified on 30 May 2018.

16. Another leak was identified at the property on 14 November 2019. I note the customer's submissions. However, there is no evidence to show that the leak was not properly fixed in March 2019 and this was the same issue. The evidence shows that the company visited the property on 28 May 2019, 26 June 2019, and 6 August 2019 and no leaks were found. I therefore find no failing on the company's part in this regard. However, I am mindful that the leak identified on 14 November 2019 was repaired on 4 February 2020; some nearly 3 months later. No evidence has been provided or explanation given why it took nearly 3 months to repair the leak. In the absence of which, I am not satisfied that the company has shown that it provide its services to the customer to the standard to be reasonably expected in this regard.

17. As set out above, the company has failed to provide its services to the standard to be reasonably expected in relation to the time taken to deal with leaks and the information given about leaks. However, the evidence shows that the company applied two leak allowances to the customer's account, which adjusted all charges levied since 1 April 2017, with the second leak allowance based on a lower daily rate than has been measured at any time previously. I am satisfied that this is fair and reasonable in the circumstances.

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Watersure Plus tariff

18. I accept the company's submissions that it is not under an obligation to backdate the Watersure Plus tariff to April 2017.
19. Under the company's Charges Scheme consumers who wish to apply for WaterSure Plus must complete and return a questionnaire, and demonstrate their eligibility to the satisfaction of the company. WaterSure Plus will apply for the period covered by this charges scheme, but the eligibility will be assessed on the basis of income during the three month period immediately preceding the submission of the questionnaire.
20. Correspondence and bills submitted by the company in evidence confirms the company's submissions that information about assistance available to customers if they need help paying their bills or to save money was provided to the customer. The company states that it then sent the customer application forms for its schemes on 25 May 2018. I also note the customer's own submissions that before the leak was detected she was informed that there was a possibility of applying for the WaterSure Plus scheme.
21. The company states that it did not receive an application for its Watersure Plus tariff until 16 October 2019. The company was therefore unable to assess the customer's financial circumstances until this date. In addition, as above, in accordance with its Charges Scheme, the company can only assess a customer's financial circumstances during the three month period immediately preceding the submission of the questionnaire. There is no evidence to show that the company is obliged to assess the customer's financial circumstances as at April 2017 and back the tariff to that time period.

Credit score/rating

22. The company has submitted evidence to support its submissions that no negative information has currently been reported on the customer's credit files. In the absence of any evidence from the customer showing otherwise, I find no failing on the company's part.
23. However, I note the company's submissions that the customer is currently behind an agreed payment plan and there is a hold on the account pending the adjudication. The company further

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states that once the adjudication decision is received, the hold will be removed from the customer's account and if the payment plan that is in place is not brought up to date, the plan may be cancelled, and the total balance due will then become payable.

24. It is for a customer to meet the terms of any payment plan agreed. Should a customer fail to do so, the company is entitled to follow its debt recovery and credit reporting processes.

Redress

25. In respect of the customer's request that the company return her to unmetered charges, as discussed above, there is no evidence to show that the company is under obligation to revert the customer back to unmetered charges.

26. In respect of the customer's request that the company backdate the WaterSure Plus scheme tariff to April 2017, as discussed above, there is no evidence to show that the company is under an obligation to backdate the Watersure Plus tariff to April 2017.

27. In respect of the customer's request for £2,500.00 compensation, I have found that the company failed to provide its services to the customer to the standard to be reasonably expected in relation to unclear and/or incorrect information given to the customer throughout the period of the complaint and the delays in resolving leaks. The customer is therefore entitled to a measure of compensation for the distress and inconvenience caused. However, the sum claimed by the customer is disproportionate to the failings shown. I note that the company has already applied £150.00 to the customer's account. Having carefully considered the evidence provided, I am not satisfied that this sum is sufficient, and fair and reasonable for all the failings shown. I find a further sum of £150.00 to be a fair and reasonable level of compensation and in line with the WATRS Compensation Guidelines. No evidence has been submitted to this adjudication to support a higher level of compensation. I therefore direct that the company pay the customer further compensation in the sum of £150.00.

28. In respect of the customer's request that the company provide an apology, in light of my findings above, I find that that it would be fair and reasonable to direct that an authorised representative of the company provide the customer with a written apology.

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Outcome

The company needs to take the following further action(s):

I direct that the company pay the customer further compensation in the sum of £150.00. An authorised representative of the company should also provide the customer with a written apology.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by **20 working days** to accept or reject this decision.
- If you choose to accept this decision, the company will have to do what I have directed within 20 working days of the date on which WATRS notifies the company that you have accepted my decision. If the company does not do what I have directed within this time limit, you should let WATRS know.
- If you choose to reject this decision, WATRS will close the case and the company will not have to do what I have directed.
- If you do not tell WATRS that you accept or reject the decision, this will be taken to be a rejection of the decision. WATRS will therefore close the case and the company will not have to do what I have directed.



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Adjudicator

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