

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ 0652

Date of Decision: 7 February 2018

Complaint

The customer submits that there was a leak from his toilet system and this resulted in him incurring additional water service charges. The customer sought to obtain a leakage allowance (or some reduction in the charges) but was ultimately advised by the company that he was not eligible for this. The customer expresses dissatisfaction with the company's service provision in relation to this issue and submits that the company should provide him with some leniency. The customer submits that in his opinion, the additional water service charges caused by the leak from his toilet are too high and he believes that he has already paid a fair amount to the company; therefore, the outstanding charges should be written off. The customer also claims a payment from the company in the sum of £1072.24 for the "overcharge".

Defence

The company submits that following the customer's complaints relating to higher than usual charges, it took appropriate action by checking for leaks on its supply pipes and making sure that the customer's water meter was functioning properly. Ultimately, it was able to ascertain that there were no issues with the supply pipes or water meter. However, there was a leak from the customer's toilet system. In response to the customer's request for a leak allowance, the company submits that it made this request to the wholesaler on the customer's behalf. However, the wholesaler confirmed that the customer was not eligible for a leak allowance in this instance (in line with its policies for Non-Household customers). The company accepts that there have been some service failings in the way it dealt with the customer's complaint (such as a late reply) and it has therefore provided him with the appropriate GSS (Guaranteed Standards Scheme) payments. It has also added to this some further compensation for its retail charges and rounded this up to £100.00 in recognition of the issues experienced by the customer. The company does not accept any liability to provide the customer with the redress claimed and has not made any further offers of settlement.

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Findings

Having regard for the company's overall actions up to this stage, I do not find that the company has failed to provide its services to the standard to be reasonably expected by the average person. Based on the submissions provided, I find that the company appropriately responded to the customer's issues and took reasonable action in order to investigate the matter. I acknowledge that the company has highlighted and accepted its oversights in relation to dealing with the customer and provided the customer with payments in excess of the applicable GSS payments. Under the circumstances, I find no evidence that would enable me to objectively conclude that the customer is entitled to a payment of £1072.24 from the company or to have his bill written off.

Outcome

The company does not need to take any further action.

The customer must reply by 7 March 2018 to accept or reject this decision.

ADJUDICATOR'S DECISION

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Party Details

Customer: [REDACTED]

Company: [REDACTED]

Case Outline

The customer's complaint is that:

- There was a water leak from his toilet system and this resulted in him incurring additional water service charges.
- The customer contacted the company and sought to obtain a leak allowance from the company.
- The customer submits that the company initially informed him that he might qualify for a leak allowance. However, upon further investigation, the company ultimately discovered that the customer was not entitled to a leak allowance on this occasion. The customer submits that he is dissatisfied with this.
- The customer states that the company should provide him with some leniency with regards to the additional charges.
- The customer submits that in his opinion, the additional water service charges caused by the leak from his toilet system is too high.
- The customer believes that he has already paid a fair amount to the company and therefore the outstanding charges should be written off.
- The customer also claims a payment in the sum of £1072.24 for the "overcharge".

The company's response is that:

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- The customer's charges are based on water usage as recorded by his water meter (with the readings being provided by the customer himself).
- The company acknowledges that the customer incurred higher than normal charges as a result of a leak from his toilet system.
- Upon receiving the customer's initial concerns regarding the higher than usual bill, it sent engineers to check for leaks on its supply pipes and to also check the customer's water meter.
- The engineers found no issues with the supply pipes or the water meter. However, they did find a leak on the customer's toilet system.
- The company confirms that the customer sought to obtain a leak allowance. It therefore requested this from the wholesaler on the customer's behalf. However, it was ultimately confirmed that the customer was not eligible for a leak allowance in this instance (as internal leaks are not covered for leak allowances on Non-household customers).
- The customer did not accept this position and therefore continued to request a leak allowance. The company submits it therefore continued to request this from the wholesaler on the customer's behalf. However, the position remained the same.
- The company confirms that the additional charges incurred by the customer are consistent with the type of leak experienced by the customer.
- The company accepts that there have been some service failings in the way it dealt with the customer's complaint (such as a late reply) and it has therefore provided him with all appropriate GSS (Guaranteed Standards Scheme) payments. It has also added compensation for any retail charges incurred and rounded this total sum up to £100.00 in recognition of the issues experienced by the customer.
- In light of all the above, the company submits that it is not obliged to provide the customer with the redress being claimed.

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.

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If the evidence provided by the parties does not prove both of these issues, the company will not be directed to do anything.

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. It appears that the crux of this dispute lies with the customer's claim that he should be entitled to a leak allowance (or at least some leniency from the charges incurred) as a result of a leak from his toilet system. The customer is therefore seeking a payment of £1072.24 from the company and for his bills to be written off.
2. It is not disputed by the parties that there was a leak from the customer's toilet system.
3. At this juncture, I find it prudent to remind the parties that adjudication 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.
4. Following careful review of all the submissions put forward by the respective parties, I find that the customer has provided no substantive evidence (such as an extract from the company's terms of service) that would enable me to objectively conclude that the company was obliged to provide the customer with any leak allowance as a result of a leak from his toilet system. Consequently, I am left with no other option but to conclude that the customer has not substantiated any entitlement to the redress claimed under the circumstances.
5. Based on all the information available to me at the time of adjudication, I find that after the customer raised his concerns about a higher than usual bill, the company took appropriate action to investigate the matter. Specifically, I note that the company conducted checks on its supply pipes to ensure that there were no leaks and also made sure that the customer's water meter (which recorded the water usage that produced the higher than usual bill) was functioning properly. Accordingly, I do not find that the company has failed to provide its services to the standard to be reasonably expected by the average person up to this point.

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6. I note that the customer pursued the possibility of the company providing him with a leak allowance (or some reduction in charges). However, the company was unsuccessful in obtaining any leak allowance from the wholesaler on behalf of the customer and therefore could not provide this. I acknowledge that the company had explained to the customer that he was not eligible for any leak allowance on this occasion (as internal leaks for Non-household customers, such as in this case, are not eligible for leak allowances in line with the wholesaler's charging policies). Therefore, I am unable to conclude that the company failed to provide its services to the standard to be reasonably expected by the average person in relation to these issues.
7. However, I note that the company now accepts that there have been some service failings in the way it dealt with the customer's complaint (such as a late reply) and it has therefore provided him with all appropriate GSS (Guaranteed Standards Scheme) payments. In this regard, I note that the company has now provided the customer with a GSS payment in the sum of £20.00 and an additional £32.13 for any retail charges incurred as a result of the leak. Furthermore, I acknowledge that the company rounded this up to a payment of £100.00 in recognition of the issues experienced by the customer. Based on the evidence available, I find that the company has reasonably demonstrated that it has appropriately dealt with the customer's issues and now taken appropriate remedial actions for any oversights on its part.
8. In light of all of the above, taking into account all the company's actions (including remedial actions for oversights that it has accepted) I am unable to objectively conclude that the company has failed to provide its services to the standard to be reasonably expected by the average person in this instance.
9. In the absence of any substantiated failures on the part of the company to warrant the redress claimed; I am unable to uphold the customer's claims for redress.

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 7 March 2018 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.



E. Higashi LLB (Hons), PGDip (LPC), MCI Arb.

Adjudicator

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