

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /0671

Date of Decision: 05 March 2018

Complaint

The customer states that it received bills in 2016 reflecting a temporary tenfold increase in its water usage, which has not been explained. It requests that the company review its complaint process and billing system, apologise for both, and that its bill for the period in question be amended to reflect its usual levels of usage.

Defence

The company states that it has inspected the customer's property and water meter, finding no problems with either. As the water passed through the meter, the customer is liable for the bills. It has made goodwill payments to the customer of £75.00 in recognition of specific customer service and billing failures.

Findings

The company has billed the customer properly, and so the customer is liable for the full charges billed. However, the company failed to provide its services to the customer to the standard to be reasonably expected by the average person by not alerting the customer to its unusually high water usage, despite being aware of it several months before it notified the customer.

Outcome

The company needs to take the following further action: The company must pay the customer compensation of £861.89 for failing to provide its services to the customer to the standard to be reasonably expected by the average person.

The customer must reply by 02 April 2018 to accept or reject this decision.

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ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /0671

Date of Decision: 05 March 2018

Party Details

Customer: _____

Customer's Representative: _____

Company: _____

Case Outline

The customer's complaint is that:

- In 2016 it received two bills from the company that reflected a temporary 10-fold increase in its water usage.
- It complained to the company, but the company has been unwilling to adjust the bill, as no leak or other explanation has been found for the increase.
- It requests that the company review its complaint process and billing system, apologise for both, and that the two bills be amended to reflect the customer's usual levels of usage.

The company's response is that:

- It was contacted by the customer on 20 September 2016 with respect to high consumption.
- It arranged for a supply check and a check of the meter.
- These checks confirmed that there were no leaks on the supply, and that consumption had returned to normal levels.
- As the water has passed through the meter it is chargeable.
- The customer had a private plumber attend the property on 4 October 2016, and a leak in the toilets was fixed.

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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.

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. The records produced by the company show that there was indeed a sharp increase in water usage rates at the customer's property for an extended period in 2016. While it is not possible to determine the precise dates over which this increase was in effect, it is clear that it commenced some time between 12 February 2016, when the company undertook its first meter reading of the year, and 27 May 2016, when the company took its second meter reading. It then continued until approximately the third meter reading on 17 August 2016, but had ended before the fourth meter reading on 17 November 2016.
2. While the customer's water usage per month in those periods unaffected by the increase averages at approximately 40 per month, over the affected period it averages at approximately 300 per month, or 350 per month in the single period completely affected by the increase (May-August).
3. While it is not possible to determine the precise dates over which the increase occurred, due to the periodic nature of the company's meter readings, the details just discussed suggest that on a balance of probabilities the increase covered a period extending from March 2016 until August 2016.

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4. Neither the customer nor the company has been able to isolate the cause of this increase, or why it ended. The company has been unwilling to grant to the customer any form of allowance for a water leak on the basis that no water leak has been proven.
5. Nonetheless, it should be acknowledged that the company's assertion that "the consumption returned to normal following the date of the repair" of a toilet in the customer's property in October 2016 is clearly incorrect. The records of the customer's water usage make clear that the increase had terminated considerably before this repair was undertaken.
6. Ultimately, given the evidence available in this case, there is no basis on which it is possible to make a finding regarding the cause of the increase in the customer's water usage from March to August 2016. There is also no evidence supporting a finding that there was any fault in the water meter at the customer's property.
7. Consequently, I find that the customer has been billed accurately by the company, and is liable for the full amount charged.
8. Nonetheless, while the company may have a contractual right to the charges it has billed the customer, it also had a responsibility to provide its services to the customer to the standard to be reasonably expected by the average person, and it is clear that as of the 27 May 2016 meter reading the company was on notice that water usage on the customer's account was significantly higher than it had previously been at any stage. Despite having this knowledge, the company gave no notice of this fact to the customer until it issued the customer's next bill on 9 September 2016.
9. While the customer did contact the company about its bill in July 2016, as noted by the company, this was about an issue from 2014-15, rather than about its current water usage. Nonetheless, despite discussing the customer's billing with it at this time, the company again did not make the customer aware of the extremely high water usage it had recorded in May 2016.
10. I find that the company's repeated and extended failure to provide any information to the customer regarding its extremely high meter readings constituted a failure by the company to provide its services to the customer to the standard to be reasonably expected by the average person.

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11. The company only became aware of the customer's high water usage in May 2016, and so its breach did not occur until this point. However, had the company notified the customer in May 2016 of its high water usage, it could potentially have avoided much of the expense that it ultimately incurred.
12. As the 9 September 2016 water bill included charges from the 27 May 2016 reading, it thereby included approximately 2 months of charges that arose prior to the company being on notice of the unusual water usage on the customer's account (i.e. from the point in March at which the increased usage commenced until the 27 May 2016 meter reading). However, it also includes the remainder of the charges caused by the increase, which I have found terminated in August 2016, covering a period of approximately three months.
13. Therefore, I find that a fair and appropriate measure of compensation due to the customer for the company's failure to provide its services to the customer to the standard to be reasonably expected by the average person is 50% of 3/5 of the 9 September 2016 water bill, or £861.89.
14. Consequently, the company must pay the customer compensation of £861.89 for failing to provide its services to the customer to the standard to be reasonably expected by the average person.
15. The customer also requests that the company review its complaint process and billing system, and apologise for both.
16. However, the company's complaint process and approach to billing are internal policy matters for the company, and so cannot be addressed through the WATRS Scheme. In addition, the company has already apologized to the customer for the specific failings he experienced with respect to both its complaint process and its billing process.
17. Consequently, these elements of the customer's complaint do not succeed.
18. In view of the above, the company must pay the customer compensation of £861.89 for failing to provide its services to the customer to the standard to be reasonably expected by the average person.

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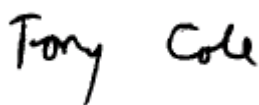
Outcome

The company needs to take the following further action:

The company must pay the customer compensation of £861.89 for failing to provide its services to the customer to the standard to be reasonably expected by the average person.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 2 April 2018 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.



Tony Cole, FCI Arb

Adjudicator

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