

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /0708

Date of Decision: 29 March 2018

Complaint

The customer states that she has been charged for unexplained excessive water usage from 11th September 2013, which she disputes. She seeks an apology, a refund of the sums paid since September 2013 and that the outstanding amount on the account of £1,451.75 be waived.

Defence

The company states that an engineer attended the property and one meter was found. As the water passed through the meter the customer is liable for the bills. No offer of settlement has been made.

Findings

The company has failed to provide its services to the customer to the standard reasonable expected by the average person, by failing to take appropriate action when it was made aware of the high usage and by failing to provide a plausible explanation for the high usage when questioned.

Outcome

The company needs to take the following further actions: The company must pay £2,105.77 to the customer. I also direct that the company provide a written apology to the customer.

The customer must reply by 29 April 2018 to accept or reject this decision.

ADJUDICATOR'S DECISION

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Date of Decision: 29 March 2018

Party Details

Customer: ██████████

Customer's representative: ██████████

Company: ██████████

Case Outline

The customer's complaint is that:

- The customer is billed by the company and receives her water supply from the wholesaler, RST Water. For clarity it should be noted that in April 2017 there was a wholesale/retail split for all non-household customers. Therefore, since 2017, the customer has been dealing directly with ABC Water (the company), who is the retailer. Although the customer still receives her supply from the wholesaler, RST Water, she only has a legal relationship with the company in this case. The customer cannot make a claim against RST Water and this present claim is restricted to the responsibilities of the company named in the case.
- The customer noticed in 2014/2015 that the water bills were becoming very high. She states her Direct Debit nearly doubled around this time. She was concerned that the bills were irregular and increasing. She now believes that the problem of overcharging went back as far as September 2013.
- The customer's employee, Mr Smith, assisted the customer in dealing with the matter. This took up much of his time, for which the customer was paying.
- The customer states that her monthly bills increased to around £94.34 per month. She feels this is an excessive amount as the rates for a property like hers in the same area are only £357 per year.
- The customer is concerned that someone may have illegally accessed her water supply.
- The customer is distressed that the company is pursuing the outstanding debt, which she contests, through a Debt Collection Agency.

- She complained to the company in January 2017, but states the company has been unwilling to adjust the bill, as no leak or other explanation has been found for the increase.
- She requests a written apology, a refund for the bills from 11th September 2013 (specifically, all invoices between February 2016 and November 2017 in the sum of £1,981.29), and that an outstanding debt of £1,451.75 be waived by the company.

The company's response is that:

- It was contacted on the 24th January 2017 by a representative of the customer regarding high consumption.
- An engineer attended and it was found that there was one meter for the whole building. As the water has passed through the meter, it is chargeable.
- It has classed this case as a third-party dispute between the landlord and tenant.
- The company accepts that the consumption is high.
- The company has advised the customer that she can have two separate meters, one for the flat and one for the business, if she alters the private internal pipework at her own cost. The company states that this is standard practice.

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 evidence shows that the customer made complaints to the company and RST Water. The company and RST Water are separate, with the company being the retailer whilst RST Water is the wholesaler. I must remind the parties that a WATRS application can only be brought against

one party. This case has been brought against, and defended by the company. Therefore, for the purposes of this decision my remit is to determine the issues between the customer and the company. It falls outside of my remit to consider any claims or complaints in relation to RST Water. I shall proceed on this basis.

2. The evidence provided by both parties shows that there are intermittent spikes of increased water usage. The increases on each occasion are substantial. The evidence presented shows that the bill on the 11th September 2013 is the point from which these increases can be identified. The bill on this occasion for a three-month period was £354.38, over £200 more than previous bills for similar periods.
3. The customer shows in her evidence some examples of the effect of the increase in water usage. In one three-month period, between the 10th September 2013 and 12th December 2013 the meter reading showed an average monthly usage of 96 m³. This is an increase of 81 m³ per month when compared with the previous 18 months average. A similar average increase happens between the 10th December 2014 and 10th December 2015 where a monthly average is recorded at 57 m³ per month.
4. In evidence, again produced by both parties, are the meter readings. These show instances of vastly increased water usage. This is not steady and regular usage, but spikes such as an increase from a consumption of 17 m³, when the reading was taken on the 9th September 2016, to 421m³, when the reading was taken on the 27th June 2016.
5. The customer has produced a print out of the meter readings, which she was given by the company. There is an anomaly within these readings that is not present in the company's own evidence of the meter readings. In the version given to the customer, the meter reading seems to go down between 27th June 2016 and the 9th September 2016, from 1,959 m³ to 1,941 m³. I am aware that it raises the concern with the customer that there may be errors occurring with regard to the reading of the meter. However, I note that, on page 7 of the Time Line document submitted in evidence, the company explains that this is a possible typing error.
6. The evidence presented by the customer is that the building, which houses a flat and an office, has had the same amount of usage throughout the whole disputed period. This is not disputed by the company.
7. The company states in its Defence "We agree that there are periods of high consumption." The company in its Defence to WATRS, sets out the periods of high consumption as between 18

June 2013 and 5 June 2014, and between 17 December 2015 and 9 September 2016. This is not disputed by the customer.

8. Neither the customer nor the company has been able to isolate the cause of this increase. The company states that it is unable to explain why the periods in question spiked.
9. The company states that it attended the property and noted that the meter was used for the whole property, namely both the flat and the office. The customer does not dispute this in her presentation. The company has stated that it had deemed this a third-party dispute. However, the customer denies this and I find there is no evidence of a dispute between the customer and the tenant, who is her son.
10. I am minded that where there is evidence of unexplained increases in usage by a customer there is a burden on the company to provide a plausible explanation for the increased water use. This is because it is very difficult for a consumer to provide evidence that they did *not* carry out excessive use of the water supply. There is no evidence of such an explanation in this case.
11. I therefore find that, without there being any plausible explanation for the large increase in water usage at the customer's property, the company has not shown that it has adequately investigated the complaint, and that the customer is liable to pay the full amounts billed. I find that the company has failed to provide its services to the customer to the standard to be reasonably expected by the average person in this regard.
12. The customer has also raised issues of poor customer services following the complaint. Of the issues raised, having carefully considered the evidence provided, I note that the company in its 7 March 2017 accepts that meter readings sent to the customer on 9 February 2017 contained typographical errors. I also note that incorrect information was given to the customer on 3 April 2017 that a further supply check had been carried out at the property; and that on 30 October 2017, the customer was incorrectly told that there were 3 stages to the company's complaints process. I find that the company provided a poor level of customer service in these regards and failed to provide its services to the standard to be reasonably expected.
13. Regarding remedies: The customer seeks a rebate of all payments made from the 11th September 2013. I do not direct this for the following reasons: the customer is liable for the water usage which she did consume during that period; to refund the whole amount would be inequitable and would not reflect the actual use of the supply by the customer; and this remedy would not address the particular increase over the periods when the water usage spiked.

14. The customer seeks the outstanding amount of £1,461 be waived. I do not direct this as I find this figure started to accrue around March 2014 and therefore does not accurately reflect the time when the spikes occurred, given that the first spike occurred in 2013.
15. The customer seeks the sum of £1,981. I do not direct this amount. Partly because this sum relates to the period of February 2016 to November 2017 and not all the spikes happened within this time frame. Also because, as in paragraph 13, to refund the whole amount would not properly reflect an overpayment, but would be a full return of all the money charged.
16. Therefore, to achieve 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, I have calculated the charges billed by the company between 17th December 2015 and 9th September 2016 and also charges between 18th June 2013 and 5th June 2014. I have used these periods as they cover the undisputed spikes in the water usage which I have dealt with in paragraph 7 above. These amounts I have taken from the Breakdown of Accounts document submitted in evidence by the company. The total amount of these charges is £2,477.38. I direct that 85% of this total amount be paid to the customer, that is an amount of £2,105.77 to be paid. This redress is given on the basis of the stress and inconvenience caused to the customer by the company failing to provide a plausible explanation for the excessive spikes in water usage, and also failing to obtain a plausible explanation from the wholesaler for these increases, once the complaint was raised with it on the 24th January 2017. I find that this compensation is fair and reasonable in the circumstances as it particularly deals with the instances of unexplained spikes in the water usage.
17. The customer seeks an apology. In light of my findings above, particularly the distress caused to the customer for the failure of the company to adequately investigate her complaint, I direct that the company provide a written apology to the customer.

Outcome

The company needs to take the following further actions:

I direct that the company must pay £2105.77 to the customer. I also direct that the company provide a written apology to the customer.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 29 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.

Johanna Higgins

Johanna Higgins, Barrister, ACI Arb

Adjudicator