

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1124

Date of Decision: 4 January 2019

Complaint

The customer received a bill showing greater-than-normal consumption. This has never been explained and the customer has not had any leaks repaired. The customer submits that the usage increase was not their fault and, had the company advised them of the extra usage before June 2018, the issue could have been investigated and resolved sooner. The customer requests a leak allowance be calculated.

Defence

The excess consumption has not been explained, although a technician sent by the water wholesaler did advise that the customer had had a leaking toilet repaired in June 2018. The wholesaler has declined to provide a leak allowance. The meter readings confirm that usage has since returned to normal. There is no reason for the high consumption and the usage has since returned to normal. The company denies that it should grant an allowance for the water used.

Findings

The excess water use has not been explained, however the consumption has since returned to normal. There is no suggestion that the water meter was faulty. The situation does not meet the wholesaler's policy for leakage allowances. The company supplied the water to the customer and is entitled to charge for this, irrespective of whether it was used or lost. The increase in use was clear from the charges detailed on the front page of the customer's February 2018 bill; it was not necessary to review the meter readings to identify the increase. There was no failure by the company to act in the manner expected of a reasonable water retailer and, accordingly, no reason for a leakage allowance to be calculated.

Outcome

The company does not need to take any further action.

The customer must reply by 1 February 2019 to accept or reject this decision.

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ADJUDICATOR'S DECISION

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Date of Decision: 4 January 2019

Party Details

Customer: []

Company: [].

Case Outline

The customer's complaint is that:

- The customer incurred a high bill caused by excess consumption. After contacting the company to find out the reason for the increase in consumption and to find the water meters, an engineer arrived and located the meters below several inches of soil and grass. The engineer agreed that the consumption had increased between November 2017 and June 2018, but that it had now returned to pre-November 2017 consumption levels. No action had taken place on the site to lower consumption and there had been no issues such as leaking taps or running toilets during that time. The increase in consumption was deemed by the company to be unexplained and it said that it could not apply and out-of-policy allowance. There may have been an allowance if the cause of the consumption increase was a leaking toilet or pipe. The customer has increased charges, through no fault of themselves and with no explanation. Had the company advised the customer of the increased consumption before June 2018, this could have been investigated and resolved sooner. It is extremely poor customer service to have not informed the customer of the increased consumption levels for six months. The customer feels that they have been exploited by the company or, at best, treated with abandon by the company's lack of communication once it was aware that the consumption figures were high.
- The customer requests the company calculate an allowance for the excess consumption.

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The company's response is that:

- The company states that bills sent to the customer in February 2018 and June 2018 highlighted the increase in consumption. The company passed the customer's request for an allowance to [], the wholesaler, for consideration. The wholesaler's policy does not provide for an allowance as there was no reason for the high consumption. The company has also declined the request for an allowance due to the consumption having returned to normal. In respect of communication, the company issues bills to make customers aware of their water consumption. The onus is on the customer to check their bills and raise any concerns. The bills state that the customer is charged for all water passing through the meter, including water lost by leakage or wastage. The bill also advises customers to keep a check on their water usage by reading the meter regularly. The customer's 3 February 2018 bill showed that the customer's usage had increased by almost double the previous consumption, however the customer did not contact it with any concerns. The bill on 30 June 2018 shows that usage had continued to increase. OFWAT guidelines state that the meter should be read at least once every two financial years; the company has taken accurate meter readings more frequently than required. The company advised the customer about how to check for leaks and a technician visited on 25 July 2018. The technician's report advises that the customer had a leak on their toilet repaired on 28 June 2018. The customer wrote to the company on 31 July 2018 to advise that no leaks had been repaired at the site and to request an allowance for the increased usage. The customer provided a meter reading on 17 August 2018 of 2471, indicating that the consumption had returned to its normal rate for a period of 50 days. As the customer states that no repairs have taken place, this leads the company to believe that the water had been used.

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

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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. The customer incurred a high bill dated 30 June 2018 relating to high water use as recorded on the customer's water meters. The use has not been explained and the customer requests an allowance for the cost of the excess water use.
2. At this point, it is useful to set out the scope of the Water Redress Scheme in respect of the company. The company is a water retailer, billing the customer for the water services provided by the water wholesaler, []. In order to make a decision in this dispute, I must clearly distinguish between actions taken by the wholesaler, and the duty owed by the retailer, the company, to its customers. Since the water market in England opened up to retailers in April 2017, all non-household customers and accounts have been moved to a wholesale/retail split service. As a result, a non-household customer now only has a relationship with the retailer. In turn, the adjudicator operating under the Water Redress Scheme may only make findings related to those things for which the retailer, a party to the case, has responsibility, but not those things for which the wholesaler has responsibility.
3. In reviewing the evidence, I note that the high usage was evident in meter readings and started to be shown on the customer's 3 February 2018 bill, before being identified by the customer and challenged on receipt of the 30 June 2018 bill.
4. The cause of the additional water consumption has never been confirmed. The company has provided a site report from the visit on 25 July 2018 in which the engineer states that the customer had "had a leak on the toilet fixed on 28th June". The customer denies this, stating that there were no leaks to any plumbing facilities, nor was any plumbing work carried out during the period of high consumption.

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5. Notwithstanding this, I am mindful that the technician confirmed that the meter was showing the water flow to be back to normal levels, and that meter readings since July 2018 have confirmed this to be the case. There is no suggestion of a fault with the meter itself.
6. In view of this, I must find, on the balance of probabilities, that the water meter was accurately recording the volume of water passing through it. The company is entitled to charge for the water actually supplied to the customer, irrespective of whether it is wasted or lost to a leak.
7. I acknowledge the customer's submission that the company has "exploited [them] for profit" by charging for the water use recorded on the water meter, although this cannot be explained. However, I am not persuaded by this. In the absence of any evidence suggesting that the meter recorded the excess use in error, the readings demonstrate that the company had provided the customer's private pipework with the recorded volume of water. The company is entitled to be reimbursed for the cost of providing that water, even where the customer has been unable to trace where it went.
8. I am, however, mindful that the wholesaler does have a policy to provide allowances for leaks. The company has provided a copy of this policy. The policy states, at section 2, that the wholesaler "will only consider burst allowances for burst which occur outside the premises boundary", or, as at section 2.2, where the burst has occurred at the join of the water meter to the customer's private pipework.
9. Section 2.6 provides further conditions that must be met for the wholesaler to provide an allowance. These include that the leak "must be repaired within 30 days of the customer or retailer becoming aware of the leak, or within 30 days of the bill date where consumption is higher than normal, whichever is the earliest". It also requires "appropriate and sufficient evidence" that the burst has been repaired. Further, "allowance requests due to leaking internal fixtures and fittings or caused by vandalism will be rejected".
10. I am mindful that there has been no explanation for the increase in the volume of water use being recorded. The customer denies that there was any leak to the pipework or internal fixtures.
11. The company did request the wholesaler to consider a leakage allowance, however this was declined both initially and when the company made a further request. As above, the decision of

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the wholesaler falls outside the scope of the Water Redress Scheme. I am, however, satisfied that the company has provided its services to the standard reasonably expected by requesting and chasing the wholesaler for a leakage allowance.

12. In reviewing the wholesaler's policy for a leakage allowance, and mindful that no leak has been identified nor repaired, I find it reasonable for the company to have also declined to provide any leakage allowance. In the absence of any explanation for the excess consumption, the company is entitled to apply charges based on the recorded volume of water use.
13. I acknowledge the customer's submission that the company did not advise them of the increased consumption. I note that the customer's bills were in the region of £400.00 to £450.00 each. The customer's bill dated 3 February 2018 was for £433.55 and I accept that this was a normal amount for the bill. However, the front page of this bill does clearly state "Total charges this bill £754.29".
14. I am mindful that the onus is on the customer to check their bills for any unusual use patterns. I acknowledge that the company did not specifically advise the customer in February 2018 that the recorded average daily consumption had increased significantly. However, I find that the front page of the bill clearly demonstrates that it included charges of around double the customer's usual bill. It would not be necessary for the customer to have reviewed the meter readings to identify that the charges were higher than normal. Whilst a credit was applied reducing the bill amount, I am satisfied that a brief review of the February 2018 bill should reasonably have made the customer aware that the usage had increased.
15. In view of the above, I am satisfied that the company has acted, at all times, in the manner to be expected of a reasonable water retailer. I find that, in the absence of an explanation for the excess use that meets the requirements of the wholesaler's leak allowance, that the water and sewerage charges have been properly applied. I find no basis for a leakage allowance to be calculated by the company, nor for it to make any further request for a leakage allowance from the wholesaler. The customer's claim is therefore unable to succeed.

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 1 February 2019 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.
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Alison Dablin, LL.M, MSc, MCI Arb

Adjudicator

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