

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1462

Date of Decision: 12 November 2019

#### Complaint

The customer has a dispute with the company regarding a billing complaint from May 2016. The customer experienced a spike in consumption during a three-month period in early 2016, after which consumption returned to more usual levels. The customer believes the spike was caused by the water supply company and thus she has been overcharged. Despite the involvement of CCWater the dispute is unresolved and the customer has escalated her claim to the WATRS scheme whereby she seeks the waiving of an outstanding balance on her account of £1,957.54.

#### Defence

The company states that it has liaised closely with the wholesaler in respect of the customer's claim. The wholesaler asserts that it has acted correctly in denying to waive the outstanding balance on the customer's account as the customer has not established that it is responsible for the consumption spike. The company has not made any offer of settlement to the customer, and states that it cannot waive the balance in opposition of the wholesaler's position.

#### Findings

I am satisfied the company acted reasonably in its dealings with the customer. I am further satisfied that the company is not able to go against the wholesaler's position. I find that the customer has not provided sufficient evidence to support her claim of being overcharged. I find the company has managed the customer's account and complaint with a reasonable level of skill and care, and thus, I find the company has not failed to provide its services to the extent to be reasonably expected by the average person.

#### Outcome

The company needs to take no further action

The customer must reply by 10 December 2019 to accept or reject this decision.

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# ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /1462

Date of Decision: 12 November 2019

## Party Details

Customer: [ ]

Company: [ ].

## Case Outline

### **The customer's complaint is that:**

- The customer asserts that she has experienced an ongoing dispute with the company regarding billing on her account, and in particular a higher than average bill issued in May 2016. Despite the customer's ongoing communications with the company and the involvement of CCWater, the dispute has not been settled.
- The customer asserts that on 25 May 2016 she received a bill from the then water company, RST Water [RST], in the amount of £2,105.88 to cover the three-month period February, March, April, 2016. The customer states that for the corresponding period in 2015 the bill was in the amount of £756.75 and in 2014 was £596.22, and thus she became concerned that the 2016 bill was not correct.
- The customer states that she immediately contacted RST to query the bill and was requested to do a self-administered leak test; the test revealed no leakage present. The customer claims that a hold was placed on her account by RST while an investigation was carried out.
- The customer further asserts that she had no contact from RST until 30 May 2017 when she received a bill from the company in the amount of £3,003.53 covering the previous twelve-month period from May 2016 to May 2017. The customer confirms that she immediately contacted the company to request an explanation as to why a bill had been issued prior to resolving her complaint from 2016, but did not receive a satisfactory response.

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- The customer states that due to the lack of explanation from the company during another long period of time she made two payments into her account based on her own understanding of the amount outstanding, viz-- £2,946.14 on 13 July 2018 and £1,083.36 on 12 October 2018.
- The customer states that she received a further bill from the company for the period 05 November 2018 to 17 February 2019 in the amount of £3,109.32 which she believes is incorrect insomuch as she understands she owes only £821.78.
- The customer also records that she is aware of repair works previously undertaken by RST to a damaged fire hydrant situated on the road that runs past her property, and she believes that this burst pipe and subsequent leakage may have been responsible for her consumption spike.
- The customer also notes that she is aware of water pressure issues in the area and that RST attended the local pumping station on two occasions to deal with problems caused by excessive pressure.
- The customer further advises that she was dissatisfied with the positions of both RST and the company and thus on or around 19 December 2018 she escalated her dispute to CCWater who took up her case with the two companies on her behalf. However, the customer records that, despite the intervention of CCWater, the dispute is ongoing and the company has not revised its standpoint and CCWater are unable to facilitate a resolution between the parties. The customer remains dissatisfied with the response of the company believing that she is not liable for the purported outstanding balance on her account because the company has overcharged her in the bill raised in May 2016. Consequently, on 23 September 2019, she has referred the matter to the WATRS whereby she seeks to have the company cancel the outstanding balance.

**The company's response is that:**

- The company submitted its Defence paper to the claim on 25 October 2019.
- The company confirms that RST was contacted by the customer in May 2016 to query her latest bill that was considerably above her historic average. The company states RST advised the customer on 27 June 2016 to undertake a self-administered leak detection test, but that nothing further was received in response from the customer.
- The company states that an invoice block was placed on the customer's account between May 2016 and May 2017 due to the migration of the account from RST to the company. The company notes that it sent an invoice to the customer for this twelve-month period and was subsequently contacted by the customer to query why she had received no response from RST

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concerning the disputed bill from May 2016. The customer reiterated the details of her complaint as previously raised with RST, and again noted the repairs to the fire hydrant and the high-pressure problem at the pump station.

- The company states that it referred the query to RST who advised that it had received no feedback from the customer regarding the leak test and had not taken any further action. It further confirms that a hold was placed on the customer's account between 17 October 2016 and 30 May 2017 awaiting notification from the customer of the leak test result. An updated bill was issued on 30 May 2017.
- The company states that regarding the fire hydrant repair, RST confirmed that work was done but stated it occurred in June 2106, sometime after the spike in the customer's consumption. In respect of the alleged high-pressure problem at the pumping station, RST advised that it attended in December 2015 and June 2016 but neither occasion was to deal with high pressure. RST confirmed that the incident with the fire hydrant and the pressure issues in the area around the customer's property did not cause the spike in her consumption that she disputes having to pay.
- In summary, the company believes it has acted reasonably and taken all possible measures to assist the customer. The company asserts that it has raised the issue of the 2016 consumption spike with RST but notes that the wholesaler does not accept that the spike was caused by its actions or is the result of issues with its assets. The company states that the decision on the spike rests with the wholesaler and thus the company is not able to waive the outstanding bill due and payable by the customer.

**The customer's comments on the company's response are that:**

- The CR has not submitted comments on the company's Defence document.

**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.

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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 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 dispute relates to the customer's dissatisfaction that the company has not adequately addressed a complaint from May 2016 regarding purported over charging.
2. I note that the WATRS adjudication scheme 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.
3. I note from my review of all the available information that there are discrepancies in the dates given for the commencement of the dispute in question. However, I am satisfied that the disputed bill was issued by RST in May 2016 and not in May 2015 as stated in sub-section 5.2 of the customer's WATRS application dated 23 September 2019.
4. I note from the documents laid before me that the company is the provider of retail water services, and that billing is one of the services it provides to customers. The company, in its Defence document, refers to liaising with the wholesaler that is responsible for the provision to the customer of water delivery and removal of wastewater. I further note that the wholesaler in question is United Utilities, referred to throughout this decision as RST.
5. From my reading and understanding of the documents and evidence laid before me I am satisfied that the company, as the retailer, is reliant on the position of the wholesaler for issues occurring prior to 01 April 2017, the date of migration of responsibilities under the official opening of the water market for business customers.
6. The disputed bill, issued in May 2016, covers the period of the three preceding months, February, March, and April 2016. The customer refers to the bills issued for the corresponding period for the two preceding years and claims that the 2016 bill is inconsistent compared to

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2015 and 2014. However, I am not satisfied that this has any bearing on the actual reading recorded for February, March, and April 2016.

7. I take notice of the fact that the customer performed a leak test and confirmed to the company no leak was present in the water supply system at her property. I am also aware that the average three-monthly readings returned to the more usual level in subsequent billing periods and thus I am satisfied, on balance, that the water meter unit was not faulty.
8. The customer has referred to repairs to a fire hydrant in the road adjacent to her property and to visits made by RST to a pumping station in the locality on two separate occasions. The customer puts forward the possibility that these two events, either singularly or together, may have caused the spike in her consumption, but she does not submit any evidence to support her theory. Based on the evidence, I am satisfied, again on balance, that these two events were too remote to have a direct bearing on the consumption spike identified in early 2016.
9. The customer has claimed that she believes that she has been overcharged by the company to the amount of £1,957.54 in the bill of May 2016, and has stated her disinclination to settle this amount. I note that the customer has paid all other invoices raised subsequently by the company and as such it is only the £1,957.54 from the bill of May 2016 that is in dispute and which the customer claims is an overcharge by RST.
10. As noted above, in the WATRS adjudication scheme, the burden of proof rests with the customer, and I am not persuaded that the customer has presented evidence to support her claim that she has been overcharged. The customer has confirmed that no water leak was present at the property, and I am satisfied that the water meter was functioning correctly and that any remedial works undertaken by RST in the area around the customer's property did not directly cause any consumption spike. Thus, I find, on a balance of probability, that no act or omission of RST or the company was responsible for the water consumption spike in 2016 as recorded at the customer's property.
11. Regarding the level of customer service provided by RST and the company when dealing with the customer's complaint I note that the company has accepted failings occurred and a goodwill gesture of £80.00 has been applied to the customer's account. I find this to be reasonable.
12. I am aware that the complaint has not been processed as speedily as would be desirable, but I am satisfied that both parties were contributory to the delay. The customer did not convey the leak test results to RST timeously and the wholesaler/retailer migration exercise caused additional delay as expressed in the company's Defence paper.

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13. In summary, it appears that the wholesaler has acted reasonably in detailing its reasons for not accepting responsibility for the consumption spike, and the retailer has performed satisfactorily in dealing with the wholesaler regarding an incident occurring prior to 01 April 2017. The customer has not provided sufficient evidence to persuade me, on balance, that the company or wholesaler has not acted in a reasonable manner.
14. My conclusion on the main issues is that the company has not failed to provide its services to a standard to be reasonably expected by the average person, and therefore, my decision is that the claim fails.

#### Outcome

The company does not need to take further action.

#### What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 10 December 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.



Peter R Sansom (MSc(Law); FCI Arb; FA Arb)

#### Adjudicator

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