

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1498

Date of Decision: 26 July 2019

#### Complaint

The customer's claim is at his previous property he should have been billed on an Assessed Household Charge (AHC) rather than a Notional Value (NV) tariff as his property was unsuitable for a meter. The customer is seeking to be refunded £45.00 for additional incorrect charges; for the company to compile its annual Charges Scheme and Charges Schedule into one document and to issue this document to all customers annually; to pay £1,500.00 for inconvenience and stress incurred during his dialog with the company; and, for the company to provide an apology for the poor customer service experienced.

#### Defence

The company submits the customer will only become eligible for the AHC if the company is unable to install a meter. A meter could have been fitted to the customer's previous property, so the customer would have never been eligible for the AHC. For the company to compile its annual Charges Scheme and Charges Schedule into one document is a request to change the company's policy which falls outside the scope of the WATRS scheme. Furthermore, the company has provided a good level of service throughout its dialog with the customer, so no sums are due in this respect. The company has not made any further offers of settlement.

#### Findings

I am satisfied the evidence shows the company did not fail to provide its services to the customer to the standard to be reasonably expected regarding to the AHC tariff and that the company compiling its annual Charges Scheme and Charges Schedule into one document falls outside the scope of this adjudication. The reasons and evidence provided by the customer are not sufficient to justify his claim that he should be refunded the difference between the NV and AHC. Furthermore, am satisfied there have been no failings with regard to customer service.

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## Outcome

The company needs to take no following further action.

- The customer must reply by 23 August 2019 to accept or reject this decision.

## ADJUDICATOR'S DECISION

**Adjudication Reference: WAT/ /1498**

**Date of Decision: 26 July 2019**

### Party Details

Customer: [ ]

Company: [ ]

### Case Outline

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

- At his previous property he should have be billed on an AHC rather than a NV basis as a meter could not be fitted.
- The customer states when this issue was raised with the company, the company then provided poor customer service which led to inconvenience and stress.
- The customer is seeking to be refunded £45.00, this being the difference between the NV and the AHC tariffs, less the £50.00 gesture of goodwill credited by the company; for the company to compile its annual Charges Scheme and Charges Schedule into one document; to issue this complied document to customers annually; to pay £1,500.00 for inconvenience and stress during his dialog with the company; and, for the company to provide an apology for the poor customer service experienced.

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

- The AHC is not a tariff a customer can apply for and it is not applicable unless it is found the company is unable to fit a meter. In this instance, the company has found that the customer's previous property could be fitted with an internal meter so the AHC would not apply.

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- To help resolve matters, the company has provided as a gesture of goodwill the customer a credit of £50.00. Therefore, the company submits it is not liable for any further damages in this respect.
- For the company to compile its annual Charges Scheme and Charges Schedule into one document is a request to change the company's policy which falls outside the scope of the WATRS scheme.
- Furthermore, the company asserts it has provided a good level of service at all times throughout its dialogue with the customer. Therefore, the company submits it is not liable for any damages in this respect.

### 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 the company has failed to provide its services to the standard one would reasonably expect and 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 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 dispute centres on whether the customer should have been billed on an AHC basis at his previous property rather than on a NV basis. The company is required to meet the standards set out in OFWAT's Charges Scheme Rules and the Water Industry Act 1991.
2. From the evidence provided by both the customer and the company, the customer up until 1 April 2016 has been billed on a Rateable Value (RV). The Rateable Value is based on the value of the customer's property, its location, the proximity to local amenities and was set in the 1970's

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by an independent District Valuer and the Local Authority. I understand from the evidence that the customer's property was converted into flats which meant that the Rateable Value assigned to the customer's property became outdated. The evidence shows that on 4 February 2016 the company sent a letter to the customer notifying him that the company wished to survey his property for its suitability for a meter installation. Within the same letter the company notified the customer that if it did not hear from the customer he would be placed on an unmeasured tariff known as Notional Value (NV) from 1 April 2016. On the 9 February 2016, the customer contacted the company and an appointment was booked for 2 March 2016 for the company to survey the property regarding the installation of a meter. On 2 March 2016, the company attended the customer's property and established that an internal meter could be fitted after some internal plumbing works, which the company was willing to undertake. Between the 6 April 2016 and 10 August 2016, the evidence shows that the company attempted to contact the customer on numerous occasions to organise a plumber for the internal plumbing works so that a meter could be installed with no success. As the company was unable to organise the plumbing works necessary for the meter, on the 10 August 2017, the company sent a bill to the customer based on the NV tariff. This bill was disputed by the customer and was this complaint was resolved by the company on 29 March 2018. I understand from the CCWater documents that during March 2018 the customer indicated to the company that he was happy to remain on the NV tariff after the company had explained its Charges Scheme. On the 22 February 2019, the customer contacted the company querying why he had not been transferred to the AHC tariff as his home was deemed unsuitable for a meter. The company responded on 25 February 2019, explaining that his property was suitable for a meter and as such he did not qualify for the AHC tariff. Within the same correspondence, the company arranged another survey of the customer's property on 11 March 2019. When the company attended the property on 11 March 2019, the customer was not at home so no survey could be undertaken. Between the 13 March 2019 and 31 May 2019 various correspondence took place between the parties concerning the NV and AHC tariffs which resulted in the company crediting the customer's account £50.00 as a gesture of goodwill. The customer was not happy with this result and commenced the WATRS adjudication process on the 27 June 2019.

3. After careful review of the evidence put forward by the company, I am satisfied that the customer was correctly changed from a RV tariff to a NV tariff in April 2016. Furthermore, the evidence shows the customer has been offered the option to request a change from the NV tariff to a metered tariff and has not been prevented from taking up this option. It seems various correspondence was not responded to or that the customer was not present when the company had arranged to visit the property, therefore, I am of the view that any delay regarding the meter

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installation was not due to the company. Therefore, I find the customer has not been kept unnecessarily on the NV tariff and has been billed the correct NV tariff. I accept that an AHC tariff is only applied after a request for a meter has been made and the company is unable to either install the meter or use the meter for recording consumption at the property in question. The evidence shows that at no point during his dialog with the company did the customer apply for a meter, it was the company's wish to install a meter so that the customer could be moved away from the NV tariff. Furthermore, as shown by the survey undertaken in 2016, the company could have installed a meter at the customer's property and was willing to undertake the plumbing works necessary. Therefore, I find I am unable to uphold the customer's claim to have been billed on an AHC as in this instance the AHC would simply not apply. Therefore, this aspect of the customer's claim is unable to succeed as by billing the customer on a NV basis the company has not failed to provide its services to the customer to the standard to be reasonably expected by the average person.

4. I note the customer's request that the company to compile its annual Charges Scheme and Charges Schedule into one document. However, WATRS rule 3.5 states: "*The Scheme cannot be used to adjudicate disputes which fall into one or more of the following categories*" and specifically: "*disputes relating to the fairness of contract terms and/or commercial practices*". I am of the view that the combining of the annual Charges Scheme and Charges Schedule into one document would be fall into the above highlighted category. Therefore, I am in agreement with the company's position that this aspect of the customer's claim falls outside the scope of this adjudication.
5. The company has certain obligations in respect of its customer services. From the evidence provided, I am satisfied that by the end of the company's dialogue with the customer, the company had adequately explained the reasons behind why the AHC tariff would have not been applicable. This is evidenced by the notes provided in the company defence documents. Therefore, I find no failure in this aspect of the customer's claim.
6. I acknowledge the various arguments put forward by the customer regarding his request for an apology in relation to the company's comments concerning his refusal of access to install a meter. Having carefully considered the various correspondence put forward in evidence, I am satisfied the company has not failed to provide its services to the standard one would reasonably expect. The company attempted to contact the customer on numerous occasions to either schedule a plumber or to arrange a survey, none of which were successful. Therefore, I

find the company is not required to provide an apology with regard to this aspect of the customer's claim.

7. In light of the above, I find the customer has not proven the company failed to provide its services to the customer to the standard to be reasonably expected by the average person with regard to the application of the AHC tariff, nor has the customer proved the company failed to provide services to the standard to be reasonably expected when investigating these issues. Furthermore, I am satisfied there have been no failings with regard to customer service within its dialog with the customer. Consequently, the claim does not succeed.

#### Outcome

The company does not need to take any further action.

#### What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 23 August 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 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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**Mark Ledger FCI Arb**  
**Adjudicator**

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