

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1514

Date of Decision: 2 August 2019

Complaint

The customer states that he has experienced skin irritation since moving into his property in 2018. The customer believes that this issue might be caused by the water quality at his property. The customer also feels that his bills are too high and believes that he might be being overcharged by the company. Furthermore, the customer requested that his water meter be relocated for his convenience. However, the company advised that he would need to pay for a survey in order to ensure that the water meter can be relocated. The customer is displeased with this and does not wish to pay for the survey. The customer has complained to the company about these issues but it denies any liability. The customer is now claiming for the company to provide a water quality that does not irritate his skin, for the company to complete the meter relocation survey free of charge and to provide a refund for any overcharging.

Defence

The company does not accept that it is liable to provide the redress claimed by the customer. The company states that (in accordance with WATRS rule 3.5) WATRS is not the appropriate forum for the customer's concerns regarding water quality. This matter should be referred to the Drinking Water Inspectorate. Nonetheless, the company confirms that it has taken action on this matter and found no issues with the customer's water quality. The company confirms that the survey charge for the customer's water meter relocation request is set by its scheme of charges. Accordingly, it is correctly payable by the customer. The company confirms that it has checked the customer's meter and water supply and found no faults. The company therefore confirms that the customer is being charged correctly for his water services. The company states that, in light of all the above, it does not accept any liability for the customer's claims for redress.

Findings

Under the circumstances, I am not satisfied that the company has failed to provide its services to the standard to be reasonably expected by the average person. Consequently, in the absence of any established failures on the part of the company, I am unable to uphold the customer's claims for redress.

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Outcome

The company does not need to take any action. The customer is not obliged to accept this decision and is free to continue pursuing his complaint through all other resolution avenues as available to him.

The customer must reply by 30 August 2019 to accept or reject this decision.

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ADJUDICATOR'S DECISION

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Date of Decision: 2 August 2019

Party Details

Customers: [].

Company: [].

Case Outline

The customer's complaint is that:

- He has experienced skin irritation since moving into his property in 2018. The customer believes that this issue might be caused by the water quality at his property.
- The customer also feels that his bills are too high and believes that he might be being overcharged by the company.
- Furthermore, the customer requested that his water meter be relocated for his convenience. However, the company advised that the customer would need to pay for a survey in order to ensure that the water meter can be relocated. The customer is displeased with this and does not wish to pay for the survey.
- The customer has complained to the company about these issues but it denies any liability.
- Therefore, the customer is now claiming for the company to provide a water quality that does not irritate his skin, for the company to complete the meter relocation survey free of charge and to provide a refund for any overcharging.

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The company's response is that:

- It does not accept any liability to the customer.
- The company states that (in accordance with WATRS rule 3.5) WATRS is not the appropriate forum for the customer's concerns regarding water quality. This matter should be referred to the Drinking Water Inspectorate. Nonetheless, the company confirms that it has taken action on this matter and found no issues with the customer's water quality.
- The company confirms that the survey charge for the customer's water meter relocation request is set by its scheme of charges. Accordingly, it is correctly payable by the customer.
- The company confirms that it has checked the customer's meter and water supply and found no faults. The company therefore confirms that the customer is being charged correctly for his water services.
- The company states that, in light of all the above, it does not accept any liability for the customer's claims for redress.

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 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.

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How was this decision reached?

1. The customer's complaint is that he has experienced skin irritation since moving into his property in 2018 and he believes that this issue is might be caused by the water quality at his property. The customer also feels that his bills are too high and believes that he might be being overcharged by the company. Furthermore, the customer does not wish to pay for the requisite site survey to relocate his water meter. The customer has complained to the company about these issues but it denies any liability. The customer is displeased with the company's position and is now claiming for the company to provide a water quality that does not irritate his skin, for the company to complete the meter relocation survey free of charge and to provide a refund for any overcharging.
2. I draw attention to the fact that adjudication is an evidence-based process and in order for any remedy to be awarded, the evidence must show that the company has not provided its services to the standard that would reasonably be expected of it.
3. At this stage, I believe that it may be important to highlight that my powers as a WATRS adjudicator are limited (as detailed in the scheme rules). Specifically, I should make it clear that, in accordance with WATRS rule 3.5, I am unable to examine any issues relating to water quality standards. Accordingly, I am unable to address this particular element of the customer's complaint and they may wish to refer this matter to a more appropriate forum for resolution.
4. Following careful examination of all the submissions available to me at the time of adjudication, I find no evidence that proves the company is obliged to provide a survey free of charge in the event that a customer wishes to relocate their water meter. To the contrary, I find that the company's set scheme of charges make it expressly clear that customers are required to pay for survey charges in the event that they wish to relocate their water meter. As such, I am unable to objectively conclude that the company's act of appropriately following its set scheme of charges amounts to a failure to provide its services to the standard to be reasonably expected. I acknowledge that this finding is also in line with the final outcome of CCWater's investigation.
5. In the interests of completeness, I draw attention to the fact that under section 142 of the Water Industry Act 1991, the company is entitled to set its own scheme of charges and charge its customers in accordance with that scheme of charges. Therefore, I am not satisfied that the company has failed to provide its services to the standard to be reasonably expected by the

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average person by setting its own scheme of charges and charging the customer accordingly. Further, it is entirely beyond the scope of this scheme to examine/review any issues relating to the fairness/appropriateness of the company's set contract terms and/or commercial practices (WATRS rule 3.5).

6. I note that the customer also feels that his bills are too high and believes that he might be being overcharged by the company. After close examination of all the documents submitted by the respective parties, I find no evidence that would enable me to objectively reach the conclusion that the company has incorrectly charged the customer. Accordingly, in the absence of any substantive evidence to prove the customer's belief that he might be being incorrectly charged by the company, I am unable to uphold this element of claim.
7. In summary, I am not satisfied that any failures on the part of the company to provide its services to the standard to be reasonably expected by the average person have been objectively substantiated. Consequently, in the absence of any established failures on the part of the company, I find that I am unable to uphold the customer's claims for redress.
8. This concludes the WATRS stage of the customer's complaint. I remind the parties that the customer is not obliged to accept this decision and is free to continue pursuing his complaint through all other resolution avenues as available to him.

Outcome

The company does not need to take any further action. The customer is not obliged to accept this decision and is free to continue pursuing his complaint through all other resolution avenues as available to him.

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What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 30 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 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.



E. Higashi LLB (Hons), PGDip (LPC), MCI Arb.

Adjudicator

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