

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1534

Date of Decision: 15 August 2019

Complaint

The customer states that he has been billed incorrectly by the company.

Defence

The company states that while there were complications with the billing on the customer's account, the customer's current bill is correct.

No offer of settlement has been made.

Findings

The company failed to provide its services to the customer to the standard to be reasonably expected by the average person regarding its processing of the 2017 leakage allowance and the reading of the customer's meter in April 2018.

Outcome

The company must pay the customer total compensation of £1,895.19, although this may be done in the form of a reduction in the customer's bill, and must apologise to the customer for the inaccuracies in its billing and for failing to provide an accurate meter reading in April 2018.

The customer must reply by 12 September 2019 to accept or reject this decision.

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- It was then confirmed that the customer took over the Property in June 2017 and so was responsible for part of the leak period.
- The customer was not eligible for a leakage allowance or a non-return to sewer allowance.
- A request was made to the Wholesaler to make an exception to its leakage policy and grant an allowance.
- An allowance was granted in the amount of £182.32.
- Payment in full was made on 21 May 2018.
- The customer raised a complaint on 5 October 2018.
- The Wholesaler confirmed on 8 October 2018 that it had attended on 26 September 2018 and advised the customer that he had two toilets with cisterns overflowing and running back into the bowl.
- The company believes that the meter reading on 12 April 2018 was a misread and should be disregarded.
- The invoice issued on 15 August 2018 was a catch-up invoice for the leak in July 2017.
- The company has made an additional goodwill payment to the customer of £50.00 for delays.

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

- There was already a leak when he took over the business and so it was not his responsibility.
- The customer and the company agreed a resolution in May 2018 and a payment to the company was made of £2,237.49.
- The company is relying on a false meter reading to add further charges from this period.
- The allowance of £182.32 was unreasonably small.

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

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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.

How was this decision reached?

1. The company acknowledges that an increased bill received by the customer in 2017 was a consequence of a leak on the water meter. While in its Defence, the company has argued that the customer was not entitled to a leakage allowance for this leak, internal emails in the the documentation provided by the company confirm that the leak would normally fall under the Wholesaler's leakage allowance policy. In addition, in an internal email of 13 December 2018, the company acknowledges that when properly calculated the customer would be entitled to a leakage allowance of £1,217.12.
2. However, in an internal email of 28 November 2018 sent to the Director of Customer Experience, the company acknowledged that getting a leakage allowance for the customer from the Wholesaler would be difficult because "we should have applied for an allowance in July 2017. The adjustment would have been on the life cycle, so could have been transferred to the new account wef from the date they moved in...RST would reject our allowance request now."
3. The company, that is, acknowledges in this internal email that the obstacle to the customer receiving a leakage allowance is that there is a time-limited window in applying for a leakage allowance and this window was missed. It also acknowledges, however, that it was not the customer's responsibility that this window was missed. As stated in an additional internal email of 13 December 2018, "I think if we've failed the customer we do need to step up and if it's human error we will have to take the hit whatever the outcome is from RST...We need to note on the account that it's our error too."
4. The company has also stated that the customer did not notify it that he had taken over the Property's account until August 2017, which might indicate that the customer had responsibility for the delay in claiming a leakage allowance. However, this has been challenged by the customer, who states that he first contacted the company in June 2017 to give a meter reading.

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5. I am persuaded by the customer's statement, as the company has acknowledged that an actual meter reading was provided in June 2017, and it is unlikely that this would have been provided by the Property's previous owner after a transfer of ownership had taken place.
6. As a result, I find on the basis of the evidence produced by the parties that the customer was entitled to a leakage allowance of £1,217.12, but that this allowance was not granted to the customer because of failings in the company's customer service constituting a failure by the company to provide its services to the customer to the standard to be reasonably expected by the average person.
7. The company states that a leakage allowance was granted to the customer of £182.32, however the documentation produced by the company shows an allowance being applied of £151.93. This amount is appropriately deducted from the total allowance of £1,217.12 that was properly owed to the customer, resulting in a total of £1,065.19.
8. Consequently, the company must pay the customer compensation of £1,065.19 for failing to provide its services to the customer to the standard to be reasonably expected by the average person, although this may be done in the form of a reduction in the customer's bill.
9. The company has argued that the April 2018 reading of the customer's meter is properly disregarded as mistaken, as this is most consistent with the known evidence of the customer's water usage, and I accept the company's argument.
10. However, it constituted a failure by the company to provide its services to the customer to the standard to be reasonably expected by the average person to not provide an accurate meter reading, and based on the evidence available I find that the incorrectly low reading of the customer's meter in April 2018 failed to put the customer on notice of internal leaks that were subsequently discovered, which I find more likely than not would have been identified by the customer earlier if his meter had been read correctly.
11. It is unavoidably difficult to determine with any reliability the specific expense the customer incurred due to this failure by the company, however it must be taken into account that the customer has emphasised that the leaks were not substantial.

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12. As a result, I find that a fair valuation of the expense incurred by the customer due to the delay in repairing the leaks would be 10% of the £800.00 quarterly cost that the customer states represents a normal water bill for the Property, or £80.00.
13. Consequently, the company must pay the customer compensation of £80.00 for failing to provide its services to the customer to the standard to be reasonably expected by the average person, although this may be done in the form of a reduction in the customer's bill.
14. The customer also requests compensation of £1,000.00 for distress and inconvenience.
15. Given the facts of this case, as described above, I accept that the customer will have experienced significant distress and inconvenience as a direct result of the company's failures to provide its services to him to the standard to be reasonably expected by the average person, particularly with respect to its failure to acknowledge to the customer the reason for his inability to receive a full leakage allowance, despite acknowledging internally that the customer was not at fault. In consultation with the WATRS Guide to Compensation for Inconvenience and Distress, I find that an award of £750.00 would be fair and appropriate.
16. Consequently, the company must pay the customer compensation of £750.00 for inconvenience and distress, although this may be done in the form of a reduction in the customer's bill.
17. The customer also requests an apology, and given the facts of this case I find that an apology would be appropriate.
18. Consequently, the company must apologise to the customer for the inaccuracies in its billing and for failing to provide an accurate meter reading in April 2018.
19. For the reasons given above, the company must pay the customer total compensation of £1,895.19, although this may be done in the form of a reduction in the customer's bill, and must apologise to the customer for the inaccuracies in its billing and for failing to provide an accurate meter reading in April 2018.

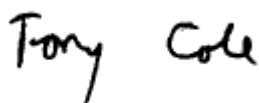
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Outcome

The company must pay the customer total compensation of £1,895.19, although this may be done in the form of a reduction in the customer's bill, and must apologise to the customer for the inaccuracies in its billing and for failing to provide an accurate meter reading in April 2018.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 12 September 2019 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.



Tony Cole, FCI Arb

Adjudicator

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