

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1542

Date of Decision: 29 August 2019

Complaint

The customer's claim is the company provided poor service during a dispute concerning a leak on the company's assets, incorrect invoicing and sewerage charges. The company's first invoice was for a period of 12 months when the account was migrated over from the wholesale and then based its subsequent invoices on incorrect meter readings. Furthermore, it failed to promptly identify a leak with the water meter and charged for wastewater despite the customer having septic tanks on site, all of which led to inconvenience and distress. The customer is seeking the company to accept responsibility for the delay in identify the leak, ensure its meter readings are taken on a bi-monthly basis going forward, provide an apology, pay compensation of £800.00 for the loss of time in dealing with the complaint and pay £2,500.00 for the inconvenience and distress incurred.

Defence

The company admits there were errors that led to the first bill being delayed until October 2018. The water meter leak was repaired by the wholesaler within six weeks after being notified by the company in March 2018. The incorrect wastewater charges were resolved to the satisfaction of the all the parties within discussions with CCWater and no further sums are due in this respect. With regard to the customer service the company has made £60.00 of goodwill payments and is of the view that no further sums are due. The company has not made any further offers of settlement.

Findings

I am satisfied that the evidence shows the company failed, when dealing with the customer's complaint, to provide its services to the standard to be reasonably expected all of which led to inconvenience and distress. Therefore, I direct the company to provide an apology and pay £300.00 to the customer.

Outcome

The company shall provide an apology and pay £300.00 to the customer.

- The customer must reply by 26 September 2019 to accept or reject this decision.

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

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ADJUDICATOR'S DECISION

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Date of Decision: 29 August 2019

Party Details

Customer: []

Company: []

Case Outline

The customer's complaint is that:

- The company provided poor service during a dispute concerning invoicing, a leak on the company's assets and incorrect sewerage charges.
- The company's first invoice was for 12 months when the account was migrated over from the wholesaler and then the company based its subsequent invoices on incorrect meter readings.
- The company should take responsibility for the leak not being identified earlier as it failed to act on the customer notification of a leak in November 2018.
- The company incorrectly charged for wastewater when the customer had septic tanks on site, all of which led to inconvenience and distress.
- The customer is seeking the company to ensure meter readings are taken on a two-monthly basis, provide an apology, pay compensation of £800.00 for the loss of time in dealing with the complaint and pay £2,500.00 for the inconvenience and distress incurred.

The company's response is that:

- The company admits there were errors that led to the first bill being delayed until October 2018.
- The company was unaware that a leak existed on the meter until being notified in March 2018. The leak was repaired by the wholesaler within six weeks of the notification.
- The incorrect wastewater charges were resolved to the satisfaction of the all the parties within discussions with CCWater and no further sums are due in this respect.
- With regard to the customer service the company has made a goodwill payment of £60.00 to cover any shortfalls in its service and is of the view that this sum adequately covers the customer for any inconvenience and distress incurred.

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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 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 I have not considered it in reaching my decision.

How was this decision reached?

1. The dispute centres on whether the company when dealing with the customer provided poor customer service which led to inconvenience and distress. The company also has certain obligations in respect of its customer services as set out in OFWAT Guaranteed Standards Scheme and the company's own Guarantee Standards Scheme (GSS).
2. Since April 2017, a non-household customer only has a relationship with the company not the wholesaler. Therefore, if a non-household customer has an issue with their water supply or sewerage services, they have to approach the company, who is responsible to chase the wholesaler and try to resolve the matter. Accordingly, it must be borne in mind by all parties that within this decision I cannot find the company liable for something that only the wholesaler is liable for.
3. From the evidence put forward by the customer and the company, I understand the company first invoiced the customer £6,459.85 on 18 October 2017 which covered the period from 8 August 2016 to 1 August 2017. The evidence shows that at this time the customer was being billed on a six-month basis. On 17 November 2017, the customer contacted the company disputing the invoice as the balance and readings that were produced on the invoice were

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incorrect. I understand from the evidence put forward by the customer that the company was also advised at this time that a leak existed on the company's assets. The evidence shows that the company re-invoiced the customer based on a daily average consumption of 0.56m³. The previous charges of £6,459.85 were credited back to the customer and new charges of £440.68 covering the period from 8 August 2016 to 8 November 2017. At the same time a meter read request was sent to the meter readers to obtain an up to date reading. On 6 March 2018, the customer contacted the company asking for a meter reader to attend the property to read the meter so that the next invoice would be correct. The meter was read on 3 April 2018 and showed 6326m³ which produced a customer invoice dated 16 April 2018 of £7,161.25. On 5 April 2018, the customer advised that the water meter was still leaking and was told by the company to contact the wholesaler. The evidence shows that the wholesaler then undertook repair works and I understand that the meter servicing the property was changed by the wholesaler during these works.

4. On 15 May 2018, the customer once again contacted the company to advise that the 16 April 2018 invoice was not correct, as the invoice was not showing the meter exchange that took place around three weeks prior to the invoice being produced. The company advised that the meter exchange would show upon the customer's next invoice which would have been due on or around August 2018; the invoice dated 16 April 2018 covered the period from 8 November 2017 to 3 April 2018. The company raised a request to the wholesaler for an engineer to attend the property to find out what water meter was serving the customer's property, as the company had not been made aware by the wholesaler that a different water meter was now serving the property. An engineer attended the property on 18 July 2019 and confirmed that meter serial number 16[]61 supplied the property and a reading of 419m³ was taken. The wholesaler had updated the new meter details with effect from 17 July 2018 to a start reading of 419m³ based on an average daily consumption of 3.61m³ between 18 July 2017 to 17 September 2017. At the same time the wholesaler had also granted a leak allowance to the customer which covered the period from 3 April 2018 to 17 July 2018. The evidence shows that the company then credited the customer's account with £4,331.92 which equates to 2838m³ of water which was lost during the leak. The credit was applied to the customer's account on 7 November 2018 leaving a balance of £6,136.38.
5. On 23 January 2019, the company received a stage 2 complaint from CCWater where the customer raised the issue with the wastewater charges. The company states within its defence that the customer had not previously raised the issue regarding the property having a septic tank at the site which collects all the wastewater and none of this enters the public sewers. The

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customer states that up until that time he was of the view that wastewater was a fixed charge which he always assumed was normal. The company made a request to the wholesaler asking for a surveyor to attend the site to see whether the property was connected to the public sewer for wastewater. The visit took place on 11 June 2019 and it was confirmed that the property is not connected for wastewater as there are two septic tanks on site. The wholesaler had advised the company to remove all wastewater charges from its billing system from 1 April 2017. Any charges prior to this date, the wholesaler would refund the customer directly. A cheque for the amount of £970.38 was paid to the customer directly by the wholesaler, and the company applied a further credit of £57.34 to the account to cover the period from 1 May 2017 to 1 December 2017. The evidence shows that all the wastewater charges from the account were removed and an up to date invoice for £4,318.27 produced for the customer.

6. With regard to the customer's comments that the company should take responsibility for the leak not being identified earlier. I understand from the evidence put forward by the customer that on 17 November the company was advised that a leak existed on the company's assets. However, the company states that it was notified of any leak until 5 April 2018. In this instance, the evidence shows that the company sent the customer a burst allowance form on 3 November 2017, so at this time the company must have been aware of a leak and should have notified the wholesaler. Since April 2017, if a non-household customer has a problem with their water supply or sewerage services, they have to approach the company, who will chase the wholesaler and try to resolve the matter. On 6 March 2018, the customer was advised to contact the wholesaler regarding the leak, however, this should have been the company's responsibility as the company had been told it was the wholesaler's assets which was leaking. It seems the wholesaler was not notified until some point after 6 March 2018 and the leak not fixed until some six weeks after this date. In light of the above, I find that the company has that the company did fail to provide its services to the customer to the standard to be reasonably expected by not contacting the wholesaler in November 2017 with regard to the leak.
7. With regard to the sewage charges, on being notified by the customer of the discrepancy regarding the sewage aspects of the customer's bill the company made a request to the wholesaler asking for a surveyor to attend the site to see whether the property was connected to the public sewer for wastewater. The evidence shows that a visit took place on 11 June 2019 and it was confirmed that the property is not connected for wastewater as there are two septic tanks on site. The wholesaler advised the company to remove all wastewater charges from its billing system from 1 April 2017. Any charges prior to this date, the wholesaler would refund the customer directly. A cheque for the amount of £970.38 was paid to the customer directly by the

wholesaler, and the company applied a further credit of £57.34 to the account to cover the period from 1 May 2017 to 1 December 2017. Therefore, I am satisfied that this aspect of the customer's claim has been resolved and the company need to take no further action regarding the sewage charges.

8. With regard to the customer's comments requesting that the company ensure meter readings are taken on a monthly basis. The evidence shows that the company took six months from the date of migration from the wholesaler to the date of 18 October 2017 to produce a bill. The invoice was based on 12 months consumption as when the account was migrated to the company it was unbilled and so the company back dated the billing to 08 August 2016. As the customer's billing frequency was half yearly during this period, I find that the company did not fail to provide its services to the customer to the standard to be reasonably expected by the average person with regard to the initial bill. I understand that from the 16 May 2018 the company changed the billing to a three-monthly frequency which if based on an actual reading I am satisfied covers the customer's request that the meter readings are taken on a more regular basis.
9. With regard to the customer's loss of earnings and loss of time dealing with the complaint, I find no sums are due. The customer states he took in total ten working days to deal with the highlighted issues. Whilst I appreciate the customer's position, the customer has not provided any evidence to support the sums requested and accordingly, I find that this aspect of the customer's claim fails.
10. The company has certain obligations in respect of its customer services, and I find the customer has been adversely affected by the lack of information throughout his dialogue with the company. The evidence shows the company failed to respond promptly to the customer's telephone calls and repeated requests regarding the incorrect billing. Furthermore, the company failed to contact the wholesaler in November 2017 with regard to the suspected leak on the wholesaler's assets. I understand from the company's defence the customer was credited £60.00 compensation for some of these failings. However, after careful review of all the correspondence provided in evidence, I am not satisfied the company's offer of compensation of £60.00 is fair and reasonable in the circumstances to cover the complaint and any distress or inconvenience to the customer. Whilst I sympathise with the customer regarding the inconvenience, stress and disruption, I find on careful review of all the evidence his requested redress of £2,500.00 disproportional to merits of the claim. I am satisfied an appropriate sum

bearing in mind the issues in dispute is £300.00. Therefore, I direct the company to pay £300.00 to the customer to cover this aspect of the customer's claim.

11. The customer has requested an apology from the company. Having carefully considered the various correspondence put forward in evidence, I am satisfied the company has failed to provide its services to the standard one would reasonably expect. The company has not apologised regarding the poor service to the customer throughout their dialogue and I find the company is required to provide an apology with regard to the poor customer service given.

12. In light of the above, I find the customer has been 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 taking responsibility for the leak not being identified earlier and reducing the customer's outstanding bill. Furthermore, I am satisfied there have been failings with regard to customer service for which the customer has not been adequately compensated for. Therefore, I direct the company to pay £300.00 to the customer for failed to provide its services to the customer to the standard to be reasonably expected by the average person.

Outcome

The company shall pay the customer £300.00 and provide an apology.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 26 September 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.



**Mark Ledger FCI Arb
Adjudicator**

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