

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1574

Date of Decision: 3 September 2019

Complaint

The customer was alerted to spikes in consumption between November 2016 and December 2017. The company queried this and attempted to receive support in determining the issue. The company was concerned about the readability of the meter and this was replaced in October 2018. The customer was under the impression the meter would be tested but the company has advised that the bill will not be recalculated because it was unable to test the meter.

Defence

The customer queried a high direct debit payment and later advised that a leaking tap had been repaired. The company arranged for the meter to be replaced. Average daily consumption reduced before the meter was replaced; if the meter was faulty, consumption would still have been increased. The meter was exchanged due to the meter faces being marked; there was no need to test the meter for this issue. The company has requested the wholesaler reconsider its decision not to grant an allowance. It denies the claim.

Findings

The meter readings include a higher reading dating from after the meter was removed and the meter was not installed with a near-zero reading. The actual readings showed 1435 cubic metres of use within 12 days; this is in greatly excess of what it is reasonably possible to supply an ordinary property. The company was aware of the concerns of high consumption and a faulty meter but did not relay this to the wholesaler. It did not arrange any testing or advise this could be done for a charge. The meter can no longer be tested. The evidence indicates a clear fault for which the company shall provide a refund due to its failures. It fell below the standard expected of a reasonable water retailer in respect of the customer's complaint.

Outcome

The company needs to take the following further action:

Refund the customer for the charges for 1421 cubic meters of usage on the charges scheme applicable in October 2017.

Pay the customer the sum of £500.00 in compensation.

The customer must reply by 1 October 2019 to accept or reject this decision.

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Date of Decision: 3 September 2019

Party Details

Customer: []

Customer's Representative: []

Company: [].

Case Outline

The customer's complaint is that:

- The customer states that they have experienced an 'unacceptable' level of service from the company and RST Water over the last 18 months. There were huge spikes in consumption between November 2016 and December 2017 for the meter for the customer's second floor. The customer queried this, and multiple attempts were made with customer services to receive support and determination of the issue. The customer expressed concern over the readability of the meter which was in need of repair. This was replaced in October 2018. The customer was under the impression the meter was to be tested as there had been discussion around the meter being faulty for some time. At the end of December 2018, the company advised that it would not recalculate the customer's bill because it was not able to test the meter and believed the bills were actual consumption.
- The customer requests an adjustment of the bill and £1250.00 in compensation.

The company's response is that:

- The company states that the customer contacted RST Water on 2 November 2016 in relation to a high bill. The customer was advised on how to complete a leak test and to contact a plumber if there was movement on the meter. On 4 April 2018, the customer contacted the company in relation to a high direct debit payment. The customer provided meter reads but these did not

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match the readings previously obtained. The customer advised on 4 May 2018 that a plumber had been out to fix a constantly dripping tap and this had been the cause of the higher bills. The customer requested the meter serial numbers on 10 August 2018 and also requested a meter replacement. The company had until 4 September 2018 to request this from the wholesaler which then had a further 22 days to make an appointment with the customer for this work. The meter exchange request was rejected by the wholesaler on 4 October 2018 as it had been unable to contact the customer. The exchange was rearranged, and the customer's two meters were replaced on 9 and 17 October 2018. The average daily consumption reduced before the meter was replaced and the figures do not evidence that the meter was faulty. If the meter had been faulty, the consumption would have still been increased. If a meter is tested and found to be working within set parameters, the cost of the exchange is pass onto the customer. The exchanges were requested due to the meter faces being marked and difficult to read and there would be no need to test the meters for this. The company has provided credits to the customer in relation to a misunderstanding about the contact details provided to the wholesaler, and for the time the complaint was ongoing.

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 property is served by two water meters. One relates to the supply to the first floor whilst the other relates to the supply to the second floor. It is the supply to the second floor that is the subject of this dispute.
2. The customer contacted the wholesaler on 2 November 2016 to query a large bill. The customer was provided with advice on how to identify if there was a leak. There was no further contact in relation to a potential leak or high usage until 4 April 2018.
3. The company has provided the meter readings logged in its system between 4 March 2016 and 17 October 2018, when the meter was replaced. I note that there is a further meter reading dated 1 December 2018 that is some 125 cubic meters higher than the final meter reading, taken when the meter was removed from the customer's supply.
4. I also note that the meter reading on installation was 474. Water meters are usually installed reading 0 or in the region of 0. This discrepancy has not been explained; however, it does indicate further potential for a fault with the meter.
5. I have removed the estimated readings from consideration as these are estimates only and do not reflect any display on the meter itself.
6. I note that the customer's usage, up to 1 October 2017, was consistently reading at 0.84 cubic meters of water use per day. The meter reading for 13 October 2017 shows 1435 cubic meters of water was used over 12 days, being an average of 119.58 cubic meters per day.
7. The usage dropped following 13 October 2017 to an average daily use of 1.42 cubic meters, increasing to 4.96 cubic meters in Spring 2018, and then reduced to 0.56 cubic meters until the meter was replaced.
8. I am mindful that a spike in usage will ordinarily indicate a leak, with the leak being the cause of the sudden increase in recorded use and the repair being the cause of the reduction in recorded use. However, I am mindful that the customer's landlord, [] Council, confirmed that it completed no leak repair, nor any other work relating to leaks, at the customer's property.

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9. I note that the customer did advise the company that a leak to a tap had been repaired in May 2018. However, the company's records show meter readings were taken on 28 March and 12 June 2018 and that the average daily use was 4.96 cubic meters; this is significantly below the daily use recorded in October 2017.
10. I also acknowledge the repair log for the property, provided by the customer, which states that a toilet leak was repaired to the first floor. This is not served by the meter in dispute, and I also note that this leak was dated 5 July 2017. It is therefore unclear if this relates to the leak referred to by the customer in May 2017 or is separate.
11. Notwithstanding any confusion surrounding a potential leak to a toilet or tap, I am concerned about the amount of water use recorded by the meter between 1 and 13 October 2017. These were both actual meter reads, of 1007 and 2442 respectively, and there is no indication to suggest that either is a misreading. Subsequent readings confirm only additional usage.
12. The meter readings for this period provide an average daily use of 119.58 cubic metres. This is the equivalent of 119,580 litres of water being used, per day, over this 12-day period.
13. I am mindful that a water undertaker is obliged to provide a minimum flow rate to a property of 9 litres per minute at the boundary, but that undertakers will ordinarily provide in excess of this to ensure better water flow within a customer's property. I am mindful that the loss of all of the water being supplied at 9 litres per minute amounts to 12,960 litres of water per day. Taking a notional supply flow rate of 22 litres per minute, the loss would be a maximum of 31,680 litres per day. The recorded use of 119,580 litres of water is 3.77 times greater than the level of water that would reasonably have been supplied to the customer's water supply pipe during the same period.
14. I therefore find that the readings do indicate a fault on the meter as, even if the customer had left all taps running constantly, they would have been unable to lose sufficient water to come close to the usage recorded on the meter during this period.
15. As above, there is no evidence to indicate that the water meter reading was misread with the following reading, taken on 28 March 2018, is 2677, providing an average daily use of 1.42 cubic metres.

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16. It is unclear what may have caused this fault, or why the fault appears to have largely resolved itself over the following 12 months. However, despite correspondence clearly demonstrating that the company was fully aware that the customer believed the meter to be faulty, making numerous references to 'high consumption', it does not appear to have passed these concerns on to the wholesaler. It also failed to advise the customer that a meter test could be requested, albeit at a cost if no fault was found. I find that this failure removed the option from the customer to demonstrate that the meter was faulty, resulting in the wholesaler being able to rely upon the subsequent drop in usage as indicative that the readings reflected actual use, even if that use may have been unintended.

17. Whilst it is a matter for the wholesaler to determine an allowance where a meter is faulty, the wholesaler has refused to do so on the basis that the meter was not reported as faulty and was not tested, and usage reduced to previously recorded levels. The company is responsible for representing the customer's position to the wholesaler. I find that the company has failed to do so as it did not identify that the spike could not be accurate due to the sheer volume of water it recorded. I also find that the company is directly responsible for the failure to test the water meter as it was aware of the issue of high consumption, that the difficulty in reading the water meters was an issue because the customer wanted to monitor consumption as a result of the previously high readings, and it failed to make the customer aware that the meter could be tested until after this had been destroyed.

18. In view of this, I find it equitable for the company to remove the excessive water use recorded from the customer's bill. It may then return to the wholesaler to request an allowance based on the findings in this decision; however, should the wholesaler refuse such an allowance, it must bear the cost of providing this to the customer based on the company's failures.

19. The excessive water use is calculated using the average of the daily use recorded before and after the faulty reading. Please see the table below for further details:

Date	Meter Reading	Days Covered	Units used	Average Daily Use	Amended Daily Use	Amended Units used
01/10/2017	1,007	153	128	0.84	0.84	129
13/10/2017	2,442	12	1,435	119.58	1.13	14
28/03/2018	2,677	166	235	1.42	1.42	235

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20. The company shall therefore credit the customer's account with the value of 1421 cubic metres of water, and the relevant sewerage costs if applicable, based on the charging scheme applicable October 2017.
21. In reviewing the customer service provided by the company, I find that this was poor. Whilst there does appear to have been some confusion about the water meters that actually served the property, this may equally be explained by the meter identification number and screen being damaged.
22. The company was fully aware of the customer's complaint about high consumption, and that the customer was having difficulty monitoring usage, however it did not take any action to communicate the concern of a fault to the wholesaler or to address this itself. The company did not advise the customer that no testing would be conducted, nor that a test could be requested for a cost. I find that this is a significant failure as it goes to the heart of the customer's initial complaint. The impact of this failure is that the wholesaler has only had the meter readings on which to make a decision as to a leakage allowance, severely limiting the customer's ability to obtain an allowance. I find that this failure will have caused the customer stress and frustration, as well as causing significant time to be wasted and the loss of key evidence to the customer's complaint.
23. I find that the company has failed to view the customer's complaint holistically, instead viewing each request in isolation. The meter was changed as it could not be easily read; the company wholly failed to understand that the customer was attempting to read this due to concerns that the meter was faulty. However, the correspondence is clear that some members of staff within the company were aware of this link but failed to consider its importance or take any action in relation to it. The severity of this oversight cannot be understated as it has resulted in the customer being in a fundamentally worse position in relation to his original complaint than if the company had met the standard of a reasonable water retailer.
24. As above, I also find that the company failed to identify that the meter readings indicated an impossible level of usage when requesting an allowance from the wholesaler. This may have caused further investigation by the wholesaler or an acknowledgement that this level of use was indicative of a fault. However, the company's failure to fully review the customer's account and

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the available meter readings caused the company to fall below the standard of representation expected of a reasonable water retailer.

25. Further, these failures have limited the evidence available to me when calculating a credit for overcharging. The meter has not been demonstrated to have been faulty throughout the entire billing period and I am only able to direct a credit for the period in which the meter was patently reading falsely. There is therefore a potential that the company's failures have resulted in the customer being incorrectly billed, despite the credit, although this cannot be confirmed and has not been established to the balance of probabilities. I make this point to further illustrate the severity of the company's failure to the customer.
26. I am satisfied that compensation is warranted for these failures, in addition to the credit on the customer's bills to reflect the faulty meter. I find the company's failures to be severe and systemic and warranting compensation at Tier 3, found in the Guide to Compensation for Inconvenience and Distress, found on the Water Redress Scheme website. I find the sum of £500.00 to be reasonable and proportionate to the issues caused by the company and I direct it to pay this sum to the customer accordingly.

Outcome

The company needs to take the following further action(s):

Refund the customer for the charges for 1421 cubic meters of usage on the charges scheme applicable in October 2017.

Pay the customer the sum of £500.00 in compensation.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 1 October 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.

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- 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.
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A handwritten signature in black ink, consisting of a stylized, cursive 'A' followed by a long horizontal stroke that ends in a small flourish.

Alison Dablin, LLM, MSc, MCI Arb

Adjudicator

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