

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/1992

Date of Decision: 7 July 2020

Complaint

The customer states that the company failed in its provision of services in adequately reading the meter at his place of business. The customer claims that had the company properly fulfilled its duties a water leak would have been noticed at an earlier date and would have been far less costly than it eventually was.

The customer seeks a direction that his liability for the bill be estimated at 50% and that this leaves an amount of £1358.21 to pay (after deductions.)

Response

The company states that it attempted to gain access to read the meter and that letters were written to the customer to inform him that it could not obtain an actual meter reading.

It states that the readings were estimated and that the customer had the opportunity to read the meter himself. It refutes the accusation that it was responsible for the fact that the leak was not noticed at an earlier date. It states it was not obliged to carry out any further actions and that it has already paid the wholesaler the monies due for the water used

Findings

I find that the case against the company is not made out to on the evidence supplied. The company has acted in accordance with its legal obligations in the manner in which it has conducted its service.

Outcome

The company does not need to take any further action.

The customer must reply by 4 August 2020 to accept or reject this decision.

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ADJUDICATOR'S DECISION

Adjudication Reference: WAT/1992

Date of Decision: 7 July 2020

Party Details

Customer: The Customer

Company: XWater

Case Outline

The customer's complaint is that:

- He has experienced an issue with the service provided at his business address, ("the Property.")
- He receives the service of the company as a water retailer.
- He claims that the company did not read his meter between 2017 and 2019.
- He states that when the meter was read in August 2019 it was apparent that there was a leak resulting in a very high bill.
- The leak was located and fixed by the customer.
- He states that he does not accept that the company could not access his meter to take readings between 2017 and 2019 as the business was open long hours and the area where the meter is located is open and clear to access.
- The customer claims that the company should bear some responsibility for the high water usage as it was due to the company's failings that the meter was not read for so long and consequently that the leak was not discovered earlier.
- The customer estimates that there should be a 50/50 split in the responsibility for the bill of £7607.48.
- The customer states that the photographic evidence provided by the company shows that the company did not attend his business premises and that the company was in the wrong location for the reading of the meter.
- The customer alleges that the information provided shows that the company's records are out of date regarding the location of his business and the meter.

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- The customer seeks a direction that his liability for the bill be estimated at 50% and that this leaves an amount of £1358.21 to pay (after deductions.)

The company's response is that:

- The company accepts that the charges were estimated between 2017 and 2019.
- It states that it attempted to take readings at the property but that it was unable.
- It states that there were three letters sent to the customer informing him of the failed attempts.
- The company states that these letters were not answered by the customer.
- The company states that it has already paid the wholesaler for the water and cannot accept the losses for the leakage.
- It states that the wholesaler will not apply a leakage allowance where the leak was on the private land of the customer.
- It states that it has made a goodwill payment of £100.
- It further states that it has always encouraged customers to take their own meter readings and that this option was always open to the customer.
- The company disputes the claim and the remedy sought and does not accept responsibility for the fact that the leak went unnoticed and charges were higher than usual as a result.

In reply the customer has stated:

- He is aggrieved that the company has pursued the debt collection for the disputed outstanding bill during the adjudication process.
- He has now paid an amount of £3341 which accounts for the sum which he believes is fair and leaves a disputed amount of £4141.98.

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.

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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.

How was this decision reached?

1. I find it important to remind the parties that adjudication is an evidence based process and it is for the customer to show that the company has not provided its services to the standard that would reasonably be expected of it.
2. For clarity I will note the following. In April 2017 the water market opened up to retailers. All non-domestic customers were moved to a wholesaler/retailer split at that time. As such, the customer's water account is with the company as a retailer. It must be noted that under the new arrangements that started in April 2017 a non-domestic customer only has a relationship with the retailer. The customer cannot bring a claim against the wholesaler directly, but only against the retailer.
3. In this application the customer claims that the company did not provide its services to an acceptable standard in that it failed to obtain actual meter readings between 9th August 2017 and 3rd August 2019 and that, moreover, it did not take adequate measures to obtain these readings.
4. The company disputes the claims that its services were inadequate and states that it did inform the customer of its inability to obtain readings in two separate letters and that the customer could have queried the estimated bill and provide his own reading if he had wished.
5. The customer makes the argument that at some time during the two-year gap a leak occurred and a much larger volume of water was going, unseen, through the meter. He states that this fault, which was eventually picked up in August 2019, would have been discovered much earlier had the company properly fulfilled its duties.

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6. There is no dispute as to the fact that the excess water usage was as a result of a leak and the customer has made good the leak with a repair for which he has taken responsibility.
7. The dispute is to whether or not the company acted properly and adequately in the provision of its service in obtaining the meter readings for the Property between 2017 and 2019.
8. I take in to account that the company has stated in its 23rd January 2020 email to the Consumer Council for Water (“CCW”) that it wrote to the customer on each of the occasions that it was not able to obtain a meter reading. The company states that the letters indicated to the customer the reasons why the meter could not be read: that on one occasion the gates were locked and on another two occasions the area was overgrown. The company has also submitted photographs.
9. The customer has disputed the reasons given by the company and states that the area where the meter is sited is never overgrown and that the business is usually open 14 hours a day. That being so, he does not accept the reasons given by the company for the lack of readings.
10. I take into account that, in his reply to the company, the customer writes in his email of 24th January 2020 “*We did receive a letter in August advising us of a high meter read in August.*” The customer does not make reference to the other correspondence coming from the company referred to in its 23rd January 2020 email.
11. The company does have a duty to read the customer’s meter and to assess the charges.
12. In addressing this case I have read carefully all the information submitted. The question is whether or not the actions of the company were satisfactorily carried out and whether it fulfilled its duties. The customer is disputing the reasons given by the company for its failure to obtain actual readings but he has not challenged the company’s assertion that the customer was informed of the estimated readings and that letters were sent out to him informing him of the reasons why the readings were not made. I find this central to the question of ascertaining any fault on the part of the company. I am conscious of the fact that had the customer replied earlier to the company’s letters any apparent mistake regarding the location or availability of the meter site could have been remedied. I also note that the company did carry out an accurate meter reading in August 2019. The customer received the bills as estimated readings and the option was always available for him to make the readings himself to check against the estimates. I find

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that the company's actions in writing to inform the customer were acceptable and I do not find that its actions were unreasonable.

13. I take into account that there is no information relating to the time when the leak started. I realise that this kind of information, in the circumstances, would be nearly impossible to ascertain, however, it means that it cannot be argued conclusively that an earlier actual meter reading would have had an effect on the final bill received after the August 2019 reading.
14. I note that the customer was aggrieved that the company sent a debt collection letter out during the adjudication process. While it is open to companies to stay debt collection while disputed amounts are adjudicated upon it is not obligatory for them to do so. I cannot take this matter into account in relation to the decision regarding the company's service.
15. I understand that the higher than expected bill received by the customer was a shock and that the customer is understandably facing difficulties in dealing with this greatly increased amount of charges when his previous billing was so much less. I also note that at this time his business is under further unforeseen stress due to the current measures taken in relation to business operations. I further note that I have found the customer's letters and his application to be sincere. I particularly note the payments he has made in the last week. However, I have to make my decision based on the obligations of the company and the evidence presented.
16. Based on this application and the response submitted by the company, I do not find that there is any fault made out against the company in relation to its procedures or actions around the reading and charging of the customer's meters. I do not find that the evidence shows that the company failed to provide its services to the customer to the standard to be reasonably expected by the average person.
17. It therefore follows that this application fails.

Outcome

The company does not need to take any further action.

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What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 4 August 2020 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.

A handwritten signature in cursive script, appearing to read 'J J Higgins', is displayed on a light green rectangular background.

J J Higgins (Barrister, ACI Arb)

Adjudicator

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