

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ 2010

Date of Decision: 21 July 2020

Complaint

On 12 February 2018, the customer informed the company that his business had moved premises; however, the company failed to open an account for his new premises and continued to send correspondence to his previous address. The customer did not take a meter reading at the start of his new tenancy and, therefore, when the company finally opened an account it used an estimated read to calculate the charges. However, the customer believes that the estimate used is incorrect and the charges on his account are inaccurate. He has taken his own meter readings and calculates his average monthly usage to be much less than the consumption he is being charged for. The customer repeatedly requested a face-to-face meeting with the company in order to resolve this issue, but the company refused. The customer wants an accurate and transparent bill based on actual usage rather than an estimated bill based on the previous tenant's consumption. The customer offers £600.00 in full and final settlement of his outstanding balance of £1,156.09, providing the company does not withdraw his water supply until he has found a new provider. The customer complains about the poor standard of customer service provided by the company and wants an apology for the time he has wasted trying to resolve this dispute.

Response

The company believes that the estimated start read is correct and subsequent meter reads verify that the charges applied to the customer's account are a fair representation of the customer's normal water usage. Therefore, the charges are correct and payable and the company denies liability to amend or reduce them. The company acknowledges that there was a delay in setting up an account for the customer but states that this was due to a postcode mismatch and the customer failing to provide the necessary information. The company refused the customer's repeated requests for a face-to-face meeting as it does not offer this service to resolve customer complaints. The company has identified several service failings and has applied gestures of goodwill to the customer's account to acknowledge these. In addition, a debt collection fee and a late payment fee were removed from the customer's account as a further gesture of goodwill. It apologises for the stress and inconvenience suffered by the customer during the dispute.

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The company has not made an offer of settlement.

Findings

Having reviewed the evidence provided by the parties, I find that in the absence of an actual meter read supplied by the customer at the start of the tenancy, the company was entitled to use an estimated read in order to open the customer's account. Based on the historic meter read evidence, I find that the estimate used appears to be reasonable and the charges applied to the customer's account are correct and payable. Therefore, I do not find that the company failed to provide its customer service to the standard reasonably expected by the average customer in this regard and find no basis on which to direct the company to amend or reduce the customer's bill. I find that the time taken to resolve the dispute was likely exacerbated by the customer's refusal to engage with the company by email or telephone and find no evidence that the company's failure to meet with the customer in person amounts to a failing on the company's behalf. Therefore, the customer's claim for an apology for the time spent dealing with the complaint does not succeed. The company admits to five service failings, has made goodwill payments to the customer in recognition of these, and has apologised for any distress or inconvenience caused to the customer during the complaints process. In view of this, whilst I find that the company failed to provide its customer service to the expected standard in this regard, I accept that the customer has already been adequately compensated and the company has sufficiently apologised. Therefore, I make no further direction to the company in this regard.

Outcome

The company does not need to take any further action.

The customer must reply by 18 August 2020 to accept or reject this decision.

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ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ 2010

Date of Decision: 21 July 2020

Party Details

Customer: (Removed)

Company: (Removed)

Case Outline

The customer's complaint is that:

- On 12 February 2018, he informed the company that his business had moved premises from (Address Removed) to (Address Removed).
- On 27 September 2019, he telephoned the company because he realised that he was still receiving bills for (Address Removed) and the company had failed to open an account for (Address Removed). However, the company's representative would not accept that (Address Removed) existed. The company states that he provided the wrong postcode and that the correct postcode is (Address Removed), however, this postcode was terminated by Royal Mail in 2002.
- He accepts that he did not take a meter reading when his business moved into (Address Removed) and the bills he has received are based on an estimated start read. However, he believes that the estimated meter reading used by the company for the start of his tenancy is incorrect and his bills are inaccurate.
- He took meter reads on 27 September 2019 (726), 29 January 2020 (759) and 18 March 2020 (777). Based on these readings, he calculates his average monthly usage to be between 8 and 9 cubic meters; considerably less than the amount of water he is being charged for by the company. CCWater asked the company to take two meter reads two weeks apart and use these reads to calculate the average daily usage. However, the company refused to do this.
- He complains about the poor customer service provided by the company on the telephone and on email. On the 21 October 2019, he was left waiting on the telephone for twenty minutes mid-conversation and the company's response to emails was often delayed, sometimes taking up to twelve days.

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- Due to the company's inability to resolve this issue through email correspondence or on the telephone, he repeatedly requested a face-to-face meeting either at his premises or at the company's offices. However, the company refused on the basis that it does not provide face-to-face meetings with customers.
- A credit of £1,718.92 from his previous account was agreed on 21 October 2019, but the company failed to transfer this credit to his new account until 10 February 2020. In the time between these dates, the company continually harassed him for payment of his bill.
- He wants the company to provide an accurate bill based on actual usage rather than an estimated bill based on the previous tenant's consumption.
- He offers to pay £600.00 in full and final settlement of his outstanding balance of £1,156.09, on condition that the company does not withdraw his water supply until he has found another provider.
- He wants the company to apologise for all the time he has wasted trying to resolve this dispute.

The company's response is that:

- On the 27 September 2019, the customer advised that (Address Removed) and moved to (Address Removed).
- It was unable to identify a supply for (Address Removed) and unable to locate an active assessment on the Valuation Office Agency for Businesses. This was because the customer had provided the address for (Address Removed) with the postcode (Address Removed) but the supply is registered under the postcode (Address Removed) on the Valuation Office Agency for Businesses, as well as in the Commercial Market Database. Therefore, it asked the customer to verify the business address.
- The customer provided the necessary proof and confirmed the details of the change of tenancy and the account for (Address Removed) was closed with effect from 6 February 2018.
- However, no account was set up for the business at (Address Removed) as it was unable to identify the correct supply due to the postcode mismatch. Despite the customer's confirmation that the correct postcode for (Address Removed) is (Address Removed), he has not corrected this information with the Valuation Office Agency for Businesses. The property is still registered as a commercial premise under the postcode (Address Removed). It is unable to amend the supply address details until the government's records are amended, and neither can the wholesaler.
- On 21 October 2019, the customer queried the reason why no account was set up for his business at (Address Removed).

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- On 29 October 2019, it successfully identified the supply for (Address Removed) despite the postcode mismatch, however, no action was taken as the customer was asked to confirm the correct supply address again and provide proof of the move-in date in the form of a tenancy agreement. The customer confirmed the date when the business moved out of (Address Removed) but did not supply the date it moved to (Address Removed).
- In view of this, it created an account for the business at (Address Removed) with effect from 1 July 2018 with an estimated start read. The start date for the account was chosen in line with OFWAT's Code of Practice and back-billing policy, which allows retailers to recoup charges up to a maximum of sixteen months in retrospect.
- On 15 November 2019, it wrote to the customer to confirm that the account for (Address Removed) had been set up from 1 July 2018 and that the charges would be calculated using an estimated start read.
- Between 5 November 2019 and 29 January 2020, the customer repeatedly asked for a face-to-face meeting at his premises, despite being advised that site visits are not offered as part of its service. During this time, the customer did not provide any details of what he was disputing in relation to his invoices and refused to communicate by telephone or email. The only information provided about the nature of the dispute was that the customer believed he was still being invoiced for (Address Removed) and that he disagreed with the charges for (Address Removed). However, the customer did not provide a clear explanation of why he believed he was still being invoiced for (Address Removed) or what aspect of the charges for (Address Removed) was disputed.
- On 29 January 2020, the customer sent an email in which he expressed dissatisfaction with the fact that the credit left on his account for (Address Removed) had not been set off against the outstanding balance for (Address Removed). However, until this date, the customer had not provided any instructions regarding the credit of £1,718.92, despite being informed about the credit on 15 October 2019. The credit of £1,718.92 was transferred to the customer's new account on 10 February 2020.
- On 4 March 2020, it received a Pre-Investigation letter from CCWater which queried the accuracy of the charges raised since 1 July 2018 and the meter reads on which the invoices were based. It responded by explaining that the charges were accurate and payable but, on 11 May 2020, it received an email from the customer disputing the estimated start read of 530. The customer explained that he did not take a meter read on the day his tenancy began but, again, failed to confirm the date when he moved into (Address Removed).
- It believes the estimated meter read of 530 for 1 July 2018 is correct because an actual read was taken on 22 December 2017 of 530 and the premises was unoccupied from then until the

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customer began his tenancy. It assumes that the supply was not used between 22 December 2017 and the beginning of the customer's tenancy and no evidence to rebut this presumption has been presented to suggest that the supply was in use while the unit was vacant.

- The customer states that the first meter read he took was on 27 September 2019 and that it was 726, although he had previously given a read of 126 by mistake. In any event, neither the read of 126 or 726 could be processed as they conflicted with an actual meter read of 756 taken on 25 September 2019. However, even if the customer's read of 726 for 27 September 2019 was accepted, it would not change the consumption between 1 July 2018 and the present day.
- The customer's water consumption between 22 March 2019 (actual read 673) and 25 September 2019 (actual read 756) averages at 0.44 cubic meters of water per day. During the disputed period of 1 July 2018 (estimated read 530) and 22 March 2019 (actual read 673), the consumption averages at 0.54 cubic meters of water per day. The average consumption for the two intervals is very similar and, therefore, it believes that the consumption invoiced during the disputed interval is a fair representation of the customer's normal water usage.
- It accepts that there have been some service failings during the course of the dispute and has applied gestures of goodwill totaling £100.00 in acknowledgment of these. In addition, a debt collection fee of £180.00 and a late payment fee of £70.00 were also removed from the customer's account. It apologises to the customer for the stress and inconvenience caused by the dispute but, as the charges on the customer's account are correct and payable, it denies liability to amend or reduce them.

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. Having considered the log of meter reads supplied in evidence by the company, I accept that an actual meter reading of 530 was taken on 22 December 2017. The customer states that his business took over (Address Removed) on 6 February 2018 and, as no evidence has been presented to show that water was being used at the premises between 22 December 2017 and 6 February 2018, I accept that the meter read would most likely have remained unchanged until the start of the customer's tenancy. In view of this, I find the company's estimated meter read of 530 for the start of the account on 1 July 2018 reasonable. Furthermore, I find that the company was entitled to use an estimated read as the customer failed to provide an actual meter read at the start of the tenancy.
2. The company asserts that the actual meter reads taken since 1 July 2018 further corroborate the accuracy of the estimated read because they show a similar average daily consumption (ADC). The meter read evidence demonstrates that the company has read the meter three times since 1 July 2018; on 22 March 2019 (673), 25 September 2019 (756) and 23 March 2020 (775). Having considered these readings, I accept that the average daily consumption between 22 March 2019 and 25 September 2019 was 0.44 cubic meters and this is broadly in-line with the average daily consumption of 0.54 for the period between 1 July 2018 and 22 March 2019. I note that the average daily consumption went down to 0.11 for the period from 25 September 2019 to 23 March 2020, but do not find that this more recent usage undermines the accuracy of the reads taken on 22 March 2019 and 25 September 2019.
3. I have reviewed the billing evidence and find that, on the balance of probabilities, the customer has been billed accurately and transparently for the water used by his business since 1 July 2018 and the charges are correct and payable.

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4. In view of the above, I do not find that the company has failed to provide its service to the standard reasonably expected by the average customer. I understand that my decision will disappoint the customer, but I make no direction to the company in this regard.
5. The customer also complains about the standard of the company's customer service and requests an apology from the company for wasted time.
6. Having reviewed the evidence, I accept that there was a discrepancy between the postcode provided by the customer and the postcode listed on the company's system and that this contributed to the delay in setting up the customer's new account. However, based on the information provided by the parties, I cannot conclude that either the customer or the company were at fault in this regard; the customer has provided evidence to show that the disputed postcode became defunct in July 2002 and the company has provided evidence to show that it is still used by the government's Valuation Office Agency for Businesses.
7. The customer also complains that the customer service he received from the company on the telephone was poor and the evidence demonstrates that, after several telephone exchanges that the customer found unsatisfactory, he refused to engage with the company on the telephone any further. Similarly, the customer refused to discuss the complaint on email and repeatedly requested a face-to-face meeting with company. The company refused a meeting on the basis that it does not offer face-to-face meetings to resolve customer's complaints as part of its service.
8. Having considered the evidence, whilst I understand the customer's desire for a face-to-face meeting, I find that he may have missed the opportunity to resolve his complaint earlier by repeatedly refusing to engage with the company about his complaint by email or telephone and, in particular, by refusing to speak to a senior complaints advisor on 6 November 2019. In any event, I have been presented with no evidence to show that the company was obliged by policy to offer the customer a face-to-face meeting. In view of this, I am unable to find that the company failed to provide its service to the expected standard by refusing to meet with the customer in person and I find no grounds on which to direct the company to apologise for wasting the customer's time.
9. The company has acknowledged that there were five customer service failings during the complaints process for which it has made goodwill payments of £20.00 each. It has also

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removed a late payment charge and a debt collection charge from the customer's account as a further gesture of goodwill. Having reviewed the evidence, I find that the company failed to provide its customer service to the standard reasonably expected by the average customer in this regard. However, I also find that the company has adequately compensated the customer for these failings and included an apology for any distress and inconvenience caused to the customer within its defence statement. I am aware that this is not the outcome the customer hoped for but, in view of the compensation paid and the apology provided, I find no need to direct the company further in this regard.

Outcome

The company does not need to take any further action.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 18 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.

KS Wilks

Katharine Wilks

Adjudicator

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