

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1757

Date of Decision: 7 January 2020

#### Complaint

The customer's complaint relates to the amounts she has been billed by the company. The customer considers that the company has overbilled her and has not properly investigated the reasons for the high level of consumption reported by her water meter. The customer considers her usage to be as much as a family of 5 despite the fact that she lives alone in a 1 bedroom flat. She is also unhappy that the company has refused to remove her water meter. The customer asks for an order that the company bring her bills back to the sum of £24 a month and also asks for compensation for stress and inconvenience, as well as an apology.

#### Defence

The company rejects the customer's claim. It notes that the customer's metered payment plan is based on her consumption. It considers that it has taken all necessary steps to check that the meter is working properly. It also argues that its policy only allows a customer to revert to non-metered charging within one year of the meter being installed, and the customer did not in fact opt to revert to non-metered billing during this period.

#### Findings

According to the company's Charges Scheme, a customer who chooses to have a meter fitted is only entitled to revert to non-metered billing within a certain period of time. The customer did not notify the company that she wanted to revert to non-metered billing within this period of time. I therefore consider that the company was entitled to charge the customer on the basis of the water she actually used, as recorded by her water meter. Although the customer disputes the amount that the company has billed her and considers that the company should not bill her more than £24 per month, I consider that the company is entitled to bill her for her actual usage. The company has taken all reasonable steps to check that there is not a problem with the meter. Although it has in the past allowed the customer to pay £24 per month on the basis of a payment plan, I do not consider that it can be required to do so indefinitely. I also do not consider that there have been any service failings on the part of the company. I am therefore unable to award the customer the remedies she seeks.

#### Outcome

The company does not need to take any further action.

The customer must reply by 04 February 2020 to accept or reject this decision.

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# ADJUDICATOR'S DECISION

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Date of Decision: 7 January 2020

## Party Details

Customer: [ ]

Company: [ ].

## Case Outline

### **The customer's complaint is as follows:**

- The customer complains about the level of her bills for water and sewerage services provided by the company.
- When the customer moved in to her property on 23 May 2012, she did not have a water meter and so was billed by reference to the rateable value of her property. However, she subsequently applied to have a meter installed.
- The customer considers that since her meter was installed, her water bills have risen unreasonably. She has asked the company to remove the meter and revert to non-metered billing, but it has refused to do so.
- The customer considers that she is being charged as much as a family of 5 for her water, despite the fact that she is a single person living in a one bedroom flat and she works full time outside of her property. She complains about the fact that the company has every year tried to put up her water charges, and has said that it would send someone around to investigate the meter, but it has failed to do so.
- She therefore considers that the company has been overcharging her. She ask for an order that the company bring her bills back to an agreed sum of £24 a month and also asks for compensation for stress and inconvenience, as well as an apology.

### **The company's response is that:**

- The company contests the customer's claim.

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- The company notes that the customer decided of her own volition to apply for the installation of a water meter in 2012. She therefore sent a signed Optional Metering Application Form to the company on 24 August 2012, and a water meter was fitted at her property on 3 September 2012.
- In accordance with the terms of the company's Optional Metering Scheme, the customer was entitled to revert to being charged by reference to the rateable value of her property, within one year. The company notes that its Charges Scheme expressly states that the customer is not entitled to revert to being charged by reference to rateable value after this time. The company notes that in any event, it intends to bring in compulsory metering for all properties in its area by 2030.
- The customer did not give the company notice to revert to a rateable value charge during the relevant period.
- She did call the company to query her bill on 8 March 2013. It was agreed that she would pay by direct debit, and her monthly charge was initially set at £31 per month, although this was amended to £27 per month in September 2013.
- However, this payment amount did not cover the full amount of her water usage as recorded by her water meter. During the annual review of her payment plan which the company conducted on 18 September 2014, the company therefore considered it necessary to increase her payments to £30 per month.
- On 18 September 2014, the customer called the company to say that she was unhappy with this level of charges. She stated that she wanted the company to remove her meter so that she could go back to being charged on the basis of her property's rateable value. The company advised her that this was no longer possible due to the time that had elapsed since her meter was installed. At the customer's request, the company reset her payment plan to £24 per month.
- In September 2015, the company carried out a further review of the customer's payment plan. As her payments had not covered the amount of her consumption over the past year, her account showed arrears of £137.95. The company therefore increased her payments to £37 per month to cover these arrears and her expected use for the following year. Once again, the customer called to say that she was unhappy with her payment plan and that she wanted her meter removed. At the customer's request, the company once again reset her payment plan to £24 per month, but advised that it would be insufficient to cover her arrears and expected usage.
- In October 2016, the company carried out the next review of the customer's payment plan, and advised her that she had arrears of £124 and that payments should be increased to £34 per

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month. At the customer's request, the company once again reset her payment plan to £24 per month.

- The company then carried out an inspection of the customer's water meter, and determined that it was working correctly.
- In September 2017, at the next annual review, the company determined that the customer had arrears of £163.90 and that her charges should increase to £43 per month. At the customer's request, the company once again reset her payment plan to £24 per month, while advising that this would be insufficient to cover the arrears and her expected usage.
- On 20 November 2017, the company attempted to take a further reading of the customer's meter to ensure that the readings were correct, but the customer denied the company's technician entry to her property.
- On 18 September 2018, at the next annual review, the company determined that the customer had arrears of £178.55 and that her payments therefore needed to increase to £43 per month.
- On 25 September 2018, the customer wrote to the company complaining about the fact that every year, they tried to increase her charges. During the period from September to December 2018, there were several phone calls and emails between the customer and the company. The company suggested that the customer take meter readings for periods when she was not in the property, in order to confirm that there was not another property that was connected to her water meter. The company also agreed once again to reduce the customer's payments to £24 per month.
- After some further correspondence, the company managed to arrange an appointment with the customer on 7 January 2019. The company's technician visited the customer's property and checked the meter, finding that it was working properly. The technician found no issues with shared supply. The company then advised the customer as to the procedure for getting her meter tested.
- The customer once again requested the company to remove her water meter, and the company advised that it would not do so as this was not in line with its policy. On 21 January 2019, the company wrote to the customer setting out its final position in this regard. The customer replied to say that while she agreed that her meter was not shared with any other property, she was unhappy with the company's failure to remove the meter as her bills only started to increase more than 12 months after the meter had been installed. She stated that she had spoken to other people in one bedroom flats who were paying less for their water bills than she was.
- Following some further correspondence along the same lines, the customer then referred the dispute to CCWater. CCWater requested the company to take further steps to ensure that the

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neighbouring flat 4 was not joined to the customer's water supply. The company arranged for a further visit by a technician to the customer's property, which once again confirmed that there were no problems with the metering at the customer's property. The technician also concluded that, although the tenants at flat no. 4 were not home, it was highly unlikely that the supply was joined to the customer's meter.

- The company once again agreed to reset the customer's payments to £24 per month, but informed her that this was not sufficient to cover her usage. The company discussed the situation on the telephone with the customer in detail, and on several occasions informed her about how to apply to get her meter tested, as well as offering her a breakdown of her bill, which she said she did not want.
- On 21 November 2019, following the next annual review, the company requested the customer to increase her payments to £32 per year.
- On 3 December 2019, the company spoke to the customer by telephone after it had received the customer's WATRS application. The company explained that it was no longer possible to read the customer's meter remotely because it had changed to a system of smart meters. It was agreed that the company would install a smart meter at the customer's property outside of the WATRS process. The company also discussed the level of the customer's bills. Because the customer's consumption appeared to have reduced, it said that it could reduce the payment plan to £24 per month, but it reminded the customer that her bills would depend on the amount of water that she actually used. The customer stated that she was unhappy with the service she had received and felt that she was entitled to compensation of £500 as a result.
- On 9 December 2019, the company called the customer back and stated that it had conducted a full review and concluded that there had not been any service failings, so it was not able to pay her compensation.
- The company concludes that it has correctly provided the customer with bills based on her usage as recorded on her water meter, which has been checked by technicians and is not faulty. Although the customer disputes that she has used the quantity of water that the company has billed, this amount is reflected on her water meter and she has declined to have the meter tested.
- The company repeatedly advised the customer that if she reduced the amount payable per month under her payment plan, this would lead to a building up of arrears on her account. The customer nevertheless consistently requested that her monthly payments be reduced to £24 per month. While the company agreed to do this, it sent her yearly statements showing the amount of arrears outstanding (which currently amount to £156.87). The customer does therefore need

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to clear the arrears, and the company cannot permanently fix the customer's payments at £24 per month.

- The company also disputes that it should pay any amounts to the customer as compensation for stress or give the customer an apology, because it considers that it has not been responsible for any service failures.

### **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. Please note that 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 customer's complaint relates to the level of her bills since 2013, and to the fact that the company has refused to remove her water meter and revert to billing her on the basis of the rateable value of her property.
2. Firstly, regarding whether the customer is entitled to revert to a non-metered billing, I note that the company's Charges Scheme, para 9 on p. 11, states that a customer who has chosen to have a meter installed may revert to non-metered billing within twelve months of the date on which the water supply began to be measured by volume, or within one month of receiving the

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second bill based on the volume of water supplied as measured by the meter. The Scheme expressly states that the customer is not entitled to revert after the end of this period.

3. A water meter was fitted at the customer's property on 3 September 2012. It appears from the papers that the customer did not notify the company that she wished to revert to a non-metered billing arrangement until 18 September 2014, and she did not in fact make a formal application at this time. By 18 September 2014, more than 12 months had passed since her water began to be measured by reference to her water meter, and she had received several water bills.
4. I therefore conclude that the company was entitled to refuse to remove her water meter and to revert back to a non-metered billing arrangement.
5. Secondly, the customer considers that the company overbilled her, and is unhappy that the company regularly proposed to increase her bills above the level of £24 per month.
6. However, it is important for the customer to understand that once a water meter has been installed, the company is entitled to charge her for water that she has actually used. Even if the company puts in place a payment plan which allows the customer to pay a fixed amount per month, this does not alter the fact that the customer is required to pay for the water she uses. If the amount of the payment plan is not sufficient to cover her actual usage, arrears will start to accrue which the customer will need to pay.
7. Although the company regularly agreed to a payment plan of £24 per month, because the customer's usage exceeded this level, the customer accrued arrears. I consider that the company was reasonable in bringing these arrears to the customer's attention and in letting her know that her payment plan would need to be adjusted in order for her to pay off these arrears.
8. Although the customer considers that the amount she was being billed was unreasonable given that she is a single person in a one bedroomed flat, I consider that the company has taken all reasonable steps to investigate whether there was an error in the amount the customer was being billed, due to fault with her meter or because her water was being supplied jointly with another property. The company sent a technician to the customer's property on several occasions and did not find any fault with the meter, joint supply, or any other reason why the customer would have been being overbilled.
9. As a result, I consider that the company was reasonable to conclude that the customer's meter correctly reflected her actual usage, and was entitled to bill her on this basis.
10. I conclude that there have not been any service failings on the part of the company. I am therefore not able to award the customer the compensation or the apology that she requests. I

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am also not able to award the customer an order that her bills be returned to the level of £24 per month. As explained above, the customer is required to pay for the water that she has actually used. Although the company will put in place payment plans for customers if they have difficulty paying their bills, this does not mean that the customer is not liable for any arrears that accrue under the payment plan. Therefore, the company cannot be required to keep the customer's payments at the level of £24 per month indefinitely.

#### **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 04 February 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.



Natasha Peter (Barrister, FCI Arb)

**Adjudicator**

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