

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT 1829

Date of Decision: 12 March 2020

Complaint

The customer submits that he initially complained to the company in 2017 following receipt of high consumption bills. Following investigations, the company was unable to find a leak or any issue with the water meter. In 2019, he complained to the company again about high consumption bills. A leak was detected near the water meter/outside stop tap, and repaired. As a gesture of goodwill, the company applied a leak allowance from 5 May 2017 to 1 August 2019 and offered a further gesture of £100.00 as an apology to the customer for poor service. However, the company's offer of £100.00 is insufficient. The customer requests compensation in the sum of £1,000.00.

Defence

The company submits that the customer has not had a leak at his Property for the duration of two years. It performed numerous tests, each resulting in the confirmation that the meter is in full working order and being static at the point of each test. The charges incurred by [] are as a result of actual usage; by watering a large garden four times per week for one hour, cleaning two cars two to three times per week, and topping up a garden pond on a regular basis. The leak the customer reported in 2019 was a visible leak in the Meter Pit. When a leak occurs in a Meter Pit it will generally take only a matter of days to become visible. Therefore it was determined that the leak had been a very recent occurrence. Due to an error on its part, the Leak Allowance was backdated over a 2 year period. This credit is in excess of credit due in respect of the leak.

Findings

The evidence provided does not indicate that there was a leak or fault with the customer's supply until 17 June 2019 or shortly before. The evidence shows that the company acted within a reasonable time to resolve this leak. I can appreciate the customer's distress at receiving larger bills than he expected. However, there is no evidence to show that the company has billed the customer incorrectly and that the customer was being charged for the water he was not using. The customer has not shown that the company has failed to provide its services to the customer to the standard to be reasonably expected by the average person in this regard.

Outcome

The company does not need to take any further action.

The customer must reply by 9 April 2020 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.

ADJUDICATOR'S DECISION

Adjudication Reference: WAT 1829

Date of Decision: 12 March 2020

Party Details

Customer: []

Company: []

Case Outline

The customer's complaint is that:

- He initially complained to the company in 2017 following receipt of high consumption bills and an increase in corresponding Direct Debit payments. These instalments were as large as £116.00 per month for 2 occupiers in a three bedroomed bungalow.
- Following investigations the company was unable to find a leak or any issue with the water meter.
- In 2019, he complained to the company again about high consumption bills. A leak was detected near the water meter/outside stop tap and repaired.
- As a gesture of goodwill, the company applied a leak allowance from 5 May 2017 to 1 August 2019 – when the leak was repaired, and offered a further gesture of £100 as an apology to the customer for poor service. However, both he and his wife are pensioners. The whole matter has been extremely stressful on them. Financially this has been a strain and a worry. The company's offer of £100.00 is therefore insufficient.
- The customer requests compensation in the sum of £1,000.00.

The company's response is that:

- [] has not had a leak at his Property for the duration of two years. RST have performed numerous tests, each resulting in the confirmation that the meter is in full working order and being static at the point of each test.

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.

- RST have fitted two Data Logs to the water supply at the Property, both of which showed no usage overnight and during periods when the property was stated to be unoccupied. Had there been a leak at the Property, the meter would continue to record water usage even when the Property was unoccupied.
- The charges incurred by [] are as a result of actual usage, by watering a large garden four times per week for one hour, cleaning two cars two to three times per week and topping up a garden pond on a regular basis.
- [] reported a visible water leak to RST on 17 June 2019. Work to replace the meter pit in which the meter is situated and replacement of a stop valve was completed on 27 June 2019.
- The leak [] reported to RST was a visible leak in the Meter Pit. If a leak occurs around the meter, this Meter Pit will fill with water. Once full, the water will start to overflow resulting in a puddle of water sitting around the surface of the meter in the pavement. When a leak occurs in a Meter Pit it will generally take only a matter of days to become visible. Therefore it was determined that the leak reported to RST on 17 June 2019 had been a very recent occurrence.
- Upon confirmation that the leak had been repaired, RST arranged for a Leak Allowance to be applied.
- It had been determined that the leak repaired on 29 June 2019 had been a recent occurrence, starting just a few days prior to it being reported to RST on 17 June 2019. Therefore the Leak Allowance would only be applicable to a 3 month billing period from 30 May 2019 to 16 August 2019. However due to an error on the part of RST, the Leak Allowance was backdated over a 2 year period back to 3 May 2017, although it had been previously determined there had been no leak for this length of time.
- RST have reduced []' bills by £966.60 and backdated a Leak Allowance for a 2 year period back to 3 May 2017, when the only bill to be affected by the actual leak was a bill issued for a 3 month period between 30 May 2019 and 16 August 2019. This credit given by RST is in excess of credit due in respect of the leak.
- Furthermore []has received goodwill credits where RST have acknowledged services failures by missed call-backs and inconvenience caused.
- RST declines the claim for compensation of £1000.00 that []is requesting.

How is a WATRS decision reached?

In reaching my decision, I have considered two key issues. These are:

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.

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. I must remind the parties that adjudication is an evidence-based process.
2. 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.
3. It is almost inevitable in such adjudications that conflicts of evidence arise, and the mere fact that the adjudicator finds in favour of one party on a particular issue does not mean that the other is telling an untruth. The adjudicator's role is to balance the evidence that is presented.

Goodwill offers

4. For the avoidance of doubt, any goodwill offers made by the company are a business decision for the company alone to determine and falls outside the scope of WATRS. In some consumer redress schemes, it is noted that offers may be made to avoid the financial cost and time of a matter proceeding going to adjudication. However, adjudicators must consider cases independently of any offers made.

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.

High consumption

5. The submissions show that the customer first complained to the company of high consumption on 15 April 2015. The customer informed the company that he washed his two cars two to three times per week and used a hosepipe to do so. The company arranged for a Data Log to be fitted to the meter to monitor the customer's daily water consumption.
6. On 1 July 2015, following review of the results from the Data Log, the company explained that the usage showed as zero on most weekends and on Mondays; days on which the customer had informed the company that the Property was usually unoccupied.
7. The customer also informed the company that he used the hosepipe in the garden around four times per week for one hour each time it was used.
8. On 25 November 2016, the customer contacted the company to advise that he had completed a Stop Tap Test, which confirmed no leaks. However, he felt that the meter was spinning around too quickly. Another Data Log was fitted, the results of which showed that the meter was static overnight and on occasions showed no usage at all. I accept, on a balance of probabilities, the company's submissions that this suggests that there was no fault with the meter.
9. Another Stop Tap Test was completed on 12 January 2017 and showed that the meter was static. I again accept, on a balance of probabilities, the company's submissions that this suggests that there was no leak at the Property.
10. The submissions show further investigations were undertaken on 18 May 2017 and the meter was static.
11. During a visit to the Property on 3 July 2017, it was noted that there was a pond in the front garden of the Property with a hosepipe topping up the water.
12. None of the company's submissions about the customer's usage have been refuted by the customer.

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.

13. In August 2017, the customer declined to undertake a Meter Calibration Test chargeable at £84.00+VAT which was refundable if the meter was found to be faulty.
14. It is not in dispute that a leak in the Meter Pit was discovered and repaired in June 2019. The company submits that it attended within 24 hours of the customer reporting the leak on 17 June 2019 and cleared water from the meter pit. The company further submits that as the Meter Pit remained empty and there was no movement on the meter it arranged to revisit on 20 June 2019 to recheck the Meter Pit. The company states that on re-attending on 20 June 2019, water was noticed in the Meter Pit, and a pipe, the stop tap and the Meter Pit were then replaced. In view of this explanation and the company's further explanation that if a leak occurs around the meter, the Meter Pit will fill with water; once full, the water will start to overflow and will generally take only a matter of days for a leak to become visible, in the absence of any evidence showing otherwise, I am inclined to accept, on a balance of probabilities the company's submissions that the leak reported to RST on 17 June 2019 had been a recent occurrence.
15. Accordingly, in view of all of the above, the evidence provided does not indicate that there was a leak or fault with the customer's supply until 17 June 2019 or shortly before. The evidence shows that the company acted within a reasonable time to resolve this leak. I can appreciate the customer's distress at receiving larger than expected bills. However, there is no evidence to show that the company has billed the customer incorrectly and that the customer was being charged for the water he was not using. The customer has not shown that the company has failed to provide its services to the customer to the standard to be reasonably expected by the average person in this regard.
16. Consequently, the customer's claim is unable to succeed.

Outcome

The company does not need to take any further action.

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.

Next actions

- This adjudication decision is final and cannot be appealed or amended.
 - The customer must reply by 9 April 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.
-



U Obi LLB (Hons) MCI Arb
Adjudicator

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.