

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT//2081

Date of Decision: 5 October 2020

#### Complaint

The customer, who is the secretary of his local Village Hall association, states that he has been unfairly charged for an unexplained spike in his water usage between November 2016 and November 2017. The customer states that it was impossible to account for the amount of the increased water used and that it may have been a meter fault. He states that the company has failed to address his complaint adequately. He notes that a meter check was promised but was not carried out and that the complaint took longer than necessary to be dealt with.

The customer seeks compensation of £1,080 from the company.

#### Response

The company has provided a response to the application. It states that it has acted in accordance with its obligations as a retailer in the way in which it has taken the meter readings. It states that the customer did not carry out his own checks on the water assets to see if there was any leakage. It accepts some customer service failings in relation to answering letters on time and states that goodwill payments have been made to account for these. It considers that it cannot allow for the payment of £1,080 as requested by the customer as there has been no fault on its part in relation to the water charges.

#### Findings

I find that this application is partly successful. In relation to the meter readings, I find that the company did act in accordance with its legal obligations. Regarding the customer service provided, I find that the company failed to provide its services to the customer to the standard to be reasonably expected by the average person.

#### Outcome

The company needs to take the following further action: Pay compensation of £200 to the customer for stress and inconvenience.

The customer must reply by xx October 2020 to accept or reject this decision.

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# ADJUDICATOR'S DECISION

Adjudication Reference: WAT/WP/2081

Date of Decision: 5 October 2020

## Party Details

**Customer:** The Customer

**Company:** XWater

## Case Outline

### **The customer's complaint is that:**

- An unusually high bill for the Property caused him to contact the company in July 2018 to query the water usage.
- He was told that the reading was correct and that there had been an increase in use in 2017.
- He states that it is not possible that the increased amount of water was used or lost in the Property.
- He states that there could not have been a leak or a spike as nothing of this sort had been noticed by the people regularly using the hall.
- The customer states that he was told during a phone call on 2<sup>nd</sup> July 2018 that the company would have the meter checked. He states that this did not happen.
- He states that emails were not replied to during the course of his complaint.
- He states that there was confusion over whether or not the meter readings were Actual Readings ("AR") or Estimated Readings ("ER") for the relevant period in 2017.
- The customer seeks a direction that the company pay him £1080 in compensation.

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

- It acts as the retailer. It states that the wholesaler has confirmed that the customer's meter, , was installed on 7 December 2015.
- It states that it did properly read the meter and that the bills were properly assessed.
- It notes that it adjusted the bill after the customer called in June 2018 with an AR.

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- It states that the resulting bill was still high and that the customer was not satisfied.
- It states that it made recommendations to the customer on 20 July 2018 which were not addressed by the customer.
- It states that a meter accuracy test was not possible because (a) the customer did not confirm until June 2019 that he was certain that there were no leaks and (b) the customer did not agree to bear the costs of the test should it prove that there was not a fault with the meter.
- It states that because the meter has been working accurately since November 2017 it is unlikely that there is any fault with the meter.
- It states it has applied a number of credits to account for service failings which it admits.
- It disputes this application.

**In reply the customer states:**

The meter accuracy test was not rejected. It was offered and it did not transpire.

The customer states that he and his fellow trustees carried out many checks and researched the water issue to try and resolve the matter.

He states that although meters are accurate generally, they can be faulty.

**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. 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. Of note, 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 was moved to the company as a retailer and a third party as wholesaler. 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. The customer states that the bill received on 4 June 2018 for £1,526.62 was excessive as it is not possible that this amount of water was used. He acts as the secretary for the property and this organisation is a charity.
4. The company has stated that it has analysed all the billing and is convinced that the charge is correct. It states that there must have been a spike in usage or a leak which would account for the increased usage before November 2017.
5. The treasurer was also dealing directly with the company. I am aware that the customer is acting on behalf of the Village Hall charity as secretary and that this is charitable work which he carries out. I shall deal with all correspondence as being with the customer, for clarity.
6. Form the papers I see that on the 20 July 2018 the company wrote to the customer stating: *"You had a meter read on 03 November 2016 for 39m3 then next read 510m3 on 24 November 2017. All reads in between these dates have been estimated reads."*
7. I note that the company has correctly stated that it had met its obligations in reading the meters at these intervals. It is unfortunate, however, that in the circumstances of his case there were not AR readings carried out between these dates as this is the crucial period where the increase in usage seems to have occurred. Nonetheless, the company is not at fault in this particular

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regard as it has fulfilled its legal obligations and I find that, looking at the information provided to me on the readings and figures logged, the company carried out its obligations adequately.

8. I take into account that the evidence indicates that there were radiators replaced in early 2018. It is then concluded by the parties that this work could not have been responsible for the earlier spike in usage in 2017. I have to note here that there is no information as to the condition of the radiators that were replaced. It occurs to me that, in lieu of contrary information, it would have to be at least possible that they were replaced due to some fault and that this fault may have been the cause of the increased water usage.
9. I have looked carefully at all the correspondence between the parties. I have concluded that both have certainly acted in good faith whilst dealing with this issue. I make the following observations. The customer states that he did not refuse a meter accuracy check and that this was promised to him in a call dated 2 July 2018. I have looked at his note of that call and accept, based on the evidence, that this was an accurate note. I also take into account that the company accepts that the customer was misadvised with regard to the meter test in its reply to the Consumer Council for Water's ("CCW") Pre Investigation letter dated "*We misadvised the customer, we needed to gain further information before any visit was raised.*" It does not appear from the evidence presented to me that this error was ever communicated to the customer. I am satisfied that the customer was under the impression that he had arranged for a meter accuracy check in July 2018 and that this was to be free of charge as he was acting for a charity. In this regard, I do find that the company fell below an acceptable standard of service provision.
10. I note that the company has stated that in its correspondence of 20 July 2018 it made several recommendations to the customer regarding the manner in which he might investigate potential causes for the increased usage. I have to note here that this correspondence may have caused some confusion as the customer was under the impression that he was to have a meter accuracy test (as per paragraph 9).
11. The company has accepted that its failure to reply to the customer for the following 11 months was a service failure and I note that it has made a goodwill payment of £10 per month (a total of £110) to account for this lapse in service. I do consider that the company did fail in its service provision in not returning to the customer for such an extended period of time. I also take into account that the customer did not repeatedly follow up the matter, although he was in no way obliged to do this.

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12. I further note that the company made a payment of £20 in June 2019, £100 on 3 September 2020 and £25 on 16 March 2020 as goodwill gestures for acknowledged service failings.
13. I have taken into account all the issues raised in this application and defence and I have referred here to those most pertinent to my decision. I can assure the parties however that everything raised by them has been assessed by me in this adjudication. I am especially thankful for the detailed information provided by the parties and the signed information collected by the customer on the behalf of the trustees.
14. I have found that the company has failed in certain areas of its service provision but not in the manner in which it has read the meter or assessed the billing. This is based on the evidence presented to me and the legal obligations of the company. The company has failed to reach the standard to be reasonably expected in its communications with the customer and complaints process.
15. Therefore, it follows that this application is successful in part.
16. Remedies: The customer seeks £1,080 in compensation. As I have not found any error in the company's billing or charging methods, I cannot conclude that this amount of compensation is reasonable in the circumstances. I intend to direct an amount to reflect the failings I have identified in this decision. Mainly, the misinformation given to the customer regarding the meter checking service that he was offered in error. I find that this confused the situation and raised the expectations of the customer and his colleagues. I take into account the amounts already paid by the company which I have noted in paragraphs 11 and 12 above. I am not wholly satisfied that the amount of £10 per month, whilst well intentioned, was an entirely satisfactory amount for a delay of 11 months. I find that an amount of £200 would be an adequate and fair reflection of all the circumstances before me and in line with the WATRS Guide. I, therefore, direct that the company pay the customer £200 in compensation for general stress and inconvenience.

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### Outcome

The company needs to take the following further action, pay £200 in compensation to the customer.

### What happens next?

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



J J Higgins Barrister, ACI Arb.

### Adjudicator

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