

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/2083

Date of Decision: 01 October 2020

Complaint

The customer has a dispute with the company regarding inaccurate meter readings and subsequent billing. The customer claims that her meter has been faulty for a long period, despite inspections by the company, and this has caused fluctuating and inaccurate bills. The customer further asserts that the company is attempting to have her agree to install AMR technology. Thus, the customer requests the company find out if the meter is faulty and to fix it if it is, such that she can receive more accurate bills.

Response

The company states that it has been forced to produce estimated readings because locked gates often prevent access for its meter readers. The company confirms that it has proposed to install AMR equipment to remove the need for estimated readings, but the customer doesn't want to. The company has not made any offer of settlement to the customer, but has made several goodwill payments to her, including refunding all water charges incurred since she took up residence in her property. It further confirms it is happy to install AMR technology.

Findings

The customer has not presented enough evidence to support her claim. I find that the company has behaved reasonably and attempted to deal positively with the meter issue. The locked gates and non-installation of AMR technology has not helped. I also note the goodwill gestures made by the company. Thus, I find the company has not failed to provide its services to the extent to be reasonably expected by the average person.

Outcome

The company needs to take no further action

The customer must reply by 29 October 2020 to accept or reject this decision.

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ADJUDICATOR'S DECISION

Adjudication Reference: WAT/2083

Date of Decision: 01 October 2020

Party Details

Customer: Customer

Company: XWater

Case Outline

The customer's complaint is that:

- The customer claims she has experienced an ongoing dispute with the company regarding inaccurate meter readings and fluctuating bills. Despite the customer's ongoing communications with the company and the involvement of CCWater, the dispute has not been settled.
- The customer states that she took up residence at her property in December 2016 and initially experienced a spike in her water bill in December 2017, and after complaining to the company she was refunded the overcharges in January 2018.
- The customer claims that again in February 2018 she received a higher than expected bill, and after complaining the matter was resolved and she was given assurances about future bills. The customer contends that the company acknowledged that she was a low consumption user and that her average monthly usage was 3M³.
- However, the customer notes that the company attempted to persuade her to change the type of water meter installed at her property and agree to use Automated Meter Reading (AMR). The customer declined.
- The customer asserts that in April 2019 her meter was read by the company and gave a high reading. The customer claims that the meter reader advised her that the meter was recording consumption when water was not being used and was potentially faulty.

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- The customer further believes that a water leak in the apartment above her was ongoing in April 2019 and may have been the cause of her excessive meter readings. The customer confirms that the company checked both meters for leaks after she identified a leakage in the box housing meters other than her own.
- The customer asserts that a company engineer attended her property on 07 August 2019 but that the inspection did not identify any leakage. The customer also asserts that the company declined to have meter readers attend her property monthly and she was thus forced to take her own readings and submit these to the company.
- The customer contends that on 13 September 2019, a company engineer inspected her meter and declared it to be faulty. The customer asserts that she was offered three alternative solutions – to have an internal meter installed, to have her existing water meter replaced with a like-for-like model, or to have an AMR meter. The customer claims she rejected again the option to have AMR installed and subsequently the company did not replace her meter.
- The customer, on 22 January 2020, escalated the dispute to CCWater who took up the case with the company on her behalf. The customer notes that following this escalation of her complaint, the company offered to refund all water usage charges incurred since December 2016 in the sum of £171.70. The customer suggests that such a refund indicates the company accepts the previous meter readings were inaccurate due to the malfunctioning of the meter.
- The customer acknowledges that CCWater supported her claim and attempted to have the company change its position, and notes that the company offered to replace and check the existing water meter free of charge. However, the customer rejected this as she believes this is a tactic to force her to accept AMR equipment. Thus, despite ongoing communication with the parties, CCWater was unable to achieve a change in the company's standpoint.
- The customer remains dissatisfied with the response of the company and has on 17 August 2020, referred the matter to the WATRS Scheme whereby she seeks to have the company check again the functionality of her water meter and replace it if it is found to be faulty.

The company's response is that:

- The company submitted its response to the claim on 07 September 2020.

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- The company contends that the location of the water meter at the customer's property prevents easy access and as such she has periodically been issued with estimated as opposed to actual readings. The company believes this has caused the customer to be concerned over the accuracy of the bills raised.
- The company asserts that the customer's meter is located behind a gate which is sometimes locked preventing access by its meter readers. The company states that it has on several occasions recommended that the existing meter be replaced by AMR equipment allowing a meter reading to be recorded at six-monthly intervals, thereby removing the need to issue estimated bills. The company notes that the customer has declined to install AMR equipment.
- The company accepts that one of its meter readers informed the customer that she could have an internal meter fitted, but the company states this advice was incorrect. The company does not take responsibility for internal meters, plus it notes that any newly installed internal meter would be of the AMR type.
- The company acknowledges that the customer was concerned that a water leak in the residence directly above her caused a spike in her own consumption. The company asserts that it investigated at this time and confirmed the apartments had separate supply and water meters, and thus the customer was not impacted by her neighbour's leak.
- The company asserts that the customer's usage is low but does fluctuate. It contends that the rate of 111 litres/day used to recalculate bills in 2018 does not represent a consistent pattern of consumption and thus cannot be used for all future bills.
- The company records that on 01 May 2020, it again offered to install an AMR meter and to cover the cost of testing the existing meter for functionality. It also cancelled the customer's outstanding water bill for the period ending January 2020 and refunded the amount of £171.70 being the value of all water consumption between 23 November 2016 and 06 August 2019.
- In summary, the company notes that it has made a full examination of the metering issue, and its investigations confirm that the meter is not faulty. Additionally, it records that it has on several occasions offered to test the existing meter free of charge to the customer and to install an AMR meter to obviate the need to take physical readings. The company believes it has acted reasonably in complying with requests for co-operation from both the customer and CCWater.

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The customer's comments on the company's response are that:

- The customer has, on 11 September 2020, submitted comments on the company's Defence document. The customer reiterates her position that the company did not physically read the meter often enough and that the estimated readings used were too high. The customer also contends that at other times the bills issued to her were too low as the estimated consumption was incorrect, and then she would be issued with a high "catch-up" bill. The customer acknowledges that she declined the company's numerous offers to install AMR metering but insists that her current meter is prone to speeding up and over-recording.

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 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. The dispute relates to the customer's dissatisfaction over meter reading disputes and billing that has occurred over a long period. The company says that it has made all reasonable and necessary investigations and has found no fault in the customer's water meter and notes that the customer has declined all its numerous offers to replace the water meter.

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2. I note that the WATRS adjudication scheme 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.
3. I can see that the customer has lived in her house as from December 2016.
4. The parties agree that the customer first raised her concerns over high billing in December 2017. The customer states her complaint followed on from an actual physical meter reading in November 2017 which indicated that previous estimated readings were too high. It seems that the matter was amicably resolved in January 2018.
5. However, in February 2018 the customer received another higher than expected bill. Again, I am content that following a complaint the issue was settled.
6. I further note that in April 2019 the customer again complained about a higher than expected bill. The company informed her that the four previous bills were based on estimated readings because the meter reader could not access the meter due to locked gates, and acknowledged that the estimated bills were lower than actual consumption. The company stated that the bill based on an actual physical reading would produce a “catch-up” amount to recover the previous shortfalls. Thus, I find, on balance, that the company has acted reasonably.
7. I can see from a photograph submitted to me that the customer’s meter is indeed located behind a high gate. I further note that the customer has not disputed the company’s assertion that the gates are frequently locked, preventing access to the meter. I am aware that the company recommended to fit AMR equipment to do away with the need for estimated readings should the gates continue to be locked. I am also aware that the customer refused to fit an AMR meter.
8. Also, I note the company investigated a water leakage at a neighbouring property, and confirmed to the customer that the leakage was not recorded through her meter. I am satisfied, on balance, that the company responded reasonably to the customer’s concerns at that time.
9. The customer says that in September 2019 a company meter reader advised her that he believed the meter was faulty and suggested one of three options -- to have an internal meter installed, to have her existing water meter replaced with a like-for-like model, or to have AMR equipment fitted.
10. The customer complains that the company has failed to follow through on this advice after she advised it that she would accept either of option 1 or 2. The company states this information was incorrectly given and that the policy of the company in respect of meter installation and replacement is to only install AMR meters. I also note that the company does not take

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responsibility for internal water meters, but if it had done so it would have installed an AMR device. Again, I am satisfied on balance that the company has proceeded reasonably when dealing with the customer's concerns.

11. The customer, in her application to the WATRS Scheme, has requested as a remedy that the company "fix the meter if it is faulty". I am satisfied that the company has made all reasonable investigations of the meter and found no apparent fault. However, in order to fully establish that the meter is functioning correctly it needs to be removed and sent to an independent testing laboratory. When the meter is removed, it must be replaced with a different meter, and as noted above the replacement meter would be of the AMR type. I am unable to direct that the company fix the existing meter without removing it.
12. I have taken note that the company has attended upon the customer's property on several occasions and I am satisfied that it has done all reasonable and necessary investigations. The company says that its investigations indicate that the meter is not faulty, but that to bring extra comfort to the customer it is willing to remove and test the meter free of charge to the customer. Again, I find this to be a reasonable position, and I note the customer has refused to have the meter removed and tested.
13. I also take into consideration that the company has refunded all the charges incurred on the customer's account between 23 November 2016 and 06 August 2019. The customer argues that this indicates that the company admits that its meter readings have been inaccurate, while the company deems it a goodwill payment. I am not provided with any evidence to indicate that the company accepts inaccuracies in its meter readings, and thus on balance I am satisfied that the payment is, indeed, a gesture of goodwill on the part of the company.
14. Overall, I can see that the Customer has been receiving fluctuating bills over a period of several years. However, I am not persuaded that the customer has taken reasonable steps to reduce the effects of the billing problem. It seems to me that the locked gates are a continuing issue and lead indirectly to the production of estimated bills – which can never be as accurate as physical readings.
15. To lessen the problems caused by estimated bills the company has advised on several occasions to install AMR technology. The customer has declined to do so.
16. In summary, I note that the parties and CCWater have placed before me a substantial amount of evidence, but I find it has not provided sufficient specific evidence to justify the claim.

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17. My conclusion on the main issues is that the company has not failed to provide its services to a standard to be reasonably expected by the average person, and therefore, my decision is that the claim does not succeed.

Outcome

The company does not need to take further action.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 29 October 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.



Peter R Sansom
MSc(Law); FCI Arb; FA Arb;
Member, London Court of International Arbitration.
Member, CI Arb Business Arbitration Panel.
Member, CEDR Arbitration Panel.
Member, CEDR Adjudication Panel.

Adjudicator

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