

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-4133

Date of Decision: 04/12/2020

Complaint

The customer has a dispute with the company about its refusal to re-calculate a bill previously issued. The customer says that the bill he received in March 2020 is much higher than his previous average bills, but he says he has not used the volume of water recorded passing through the meter. The customer claims that despite ongoing discussions with the company and the involvement of CCWater the dispute is unresolved and therefore he has brought his claim to the WATRS scheme and asks the company to recalculate the bill based on previous averages.

Response

The company states that it is not responsible for recalculating metered bills, as this responsibility rests with the water wholesaler. The company states it has taken all reasonable steps to have the wholesaler grant an allowance or recalculate the bill. The company has not made any offer of settlement to the customer, and is not able to agree to the customer's request.

Findings

I am satisfied the company acted reasonably in its dealings with the customer, and that the company is not responsible for granting a bill recalculation. I am satisfied the company made reasonable efforts to have the wholesaler permit recalculation of the bill. Overall, I find that the company has not failed to provide its services to a reasonable level nor has failed to manage the customer's account to the level to be reasonably expected by the average person.

Outcome

The company does not need to take further action.

The customer must reply by 05/01/2021 to accept or reject this decision.

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-4133

Date of Decision: 04/12/2020

Party Details

Company: Water Plus

Case Outline

The customer's complaint is that:

1. • The customer says he has experienced an ongoing dispute with the company about problems with billing on his account. Despite the customer's regular communications with the company, and the involvement of CCWater and the water wholesaler, the dispute has not been settled. • The customer says that for the past thirty years he has owned a field on which he grazes two horses and produces hay. The property is on a metered tariff. • The customer says that in March 2020 he received a bill in the amount of £3,473.49. This bill was a large increase on his previous average bills, which he says were between £20.00 and £50.00 ever since he took possession of the land. • The customer says that on receiving the bill he immediately contacted the company on 01 April 2020, to question the amount. The customer claims he was advised that the company had been unable to read his meter for two years because of lack of access to it due to overgrown vegetation. The customer disputes this as the meter is located by the side of a nearby road. • The customer confirms that he did a self-administered leak test and that no leak was found. • The customer says that he advised the company that "travellers" had moved onto an adjacent property and had been there for approximately twelve months. The customer believes they may have interfered with his water supply and/or tampered with the meter. The customer sent to the company a copy of the eviction notice served on the travellers. • The customer claims the company informed him that it was unable to get involved in any possible water theft situation. However, the customer complains that had the company read the meter more regularly he would have become aware of possible high meter readings some time previously. • The customer also says that he received another bill dated 04 July 2020 in the amount of £499.43 and again contacted the company. The company sent a meter reader who confirmed that the meter had not changed since the previous reading, and the customer acknowledges that the £499.43 was removed from his account. • The customer notes that the company referred the matter to the

wholesaler who confirmed on 28 April 2020 that it would not consider applying an allowance of any sort because it believed the problem was caused by a third party.

- The customer says he complained again on 13 June 2020 and acknowledges that the wholesaler inspected the meter on 21 July 2020 and stated that there was no movement on the meter, no leaks were identified, and the stop-tap was working properly and was left in the “off” position as requested by the customer.
- Unhappy with the position of the company, the customer, on 28 August 2020, raised his complaint to CCWater, who took up the complaint with the company on his behalf. The customer records that CCWater contacted the company and requested more detailed information from it.
- The customer acknowledges that CCWater later, on 22 September 2020, informed him that it had received assurances from the company that it had approached the wholesaler on several occasions on the matter of the water meter recordings and the spike in consumption. CCWater also noted that the wholesaler rejects to pay an allowance and that the company had made several goodwill gesture payments to the customer.
- The customer says that despite the intervention of CCWater, the dispute is ongoing and the company has not been able to have the wholesaler change its position and CCWater are unable to facilitate a resolution between the parties. The customer remains dissatisfied with the response of the company and has, on 08 October 2020, referred the matter to the WATRS Scheme where he requests the company re-issue his bills using the average consumption recorded over many years before the bill issued was in March 2020. The customer claims he has not used the volume of water shown in the bill.

The company’s response is that:

1. • The company provided its Response paper to the claim on 04 November 2020. • The company confirms that it was contacted by the customer on 01 April 2020 to advise that he had received a bill in March 2020 that was far higher than his normal average bill. • The company says that the customer told it that “travellers” had been occupying neighbouring land for more than a year and he feared they had tampered with his water meter. The company claims that it passed the matter to the wholesaler who advised that it would not grant any allowance as it believed this was a third-party issue for the customer to deal with. • The company notes that the customer challenged it again on 13 June 2020 about the high reading and complained that the company should have read the meter more frequently. The company says it read the meter on 04 September 2018 and an attempt to take a reading on 03 September 2019 was prevented by the presence of overgrown vegetation surrounding the meter box. The company says that in compliance with OFWAT guidelines in such a situation it may issue a bill based on estimated readings, and that it is satisfied it has complied with the guidelines to read the meter once per year. • The company says that it approached the wholesaler once again and as a result the wholesaler inspected the meter on 21 July 2020 and

found it to be working normally and no leaks were identified. The company says it then read the meter physically on 23 July 2020. • The company confirms that it has paid the amount of £80.00 in credits to the customer's account for service failures, made a goodwill gesture payment of £90.00 and has refunded the sum of £70.00 for a late payment fee previously placed on the customer's account. • In summary, the company believes it has acted to take all possible measures to assist the customer, having approached the wholesaler on several occasions to grant a bill recalculation. The company states that it fulfilled its obligations to the customer as his water retailer but cannot force the wholesaler to alter its position. The company states that as the water has passed through the customer's meter the current outstanding balance is accurate, due, and payable. The company has not made a settlement offer and will not agree to the billing amendments requested by the customer in his WATRS application. The company has offered a temporary payment plan of £20.00 per month until the dispute is settled.

How is a WATRS decision reached?

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

- Whether the company failed to provide its services to the customer to the standard to be reasonably expected by the average person.
- 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.

Customer: Mr Ken O'Brien

How was this decision reached?

1. The dispute relates to the customer's dissatisfaction that he has received a higher than average bill generated by a consumption spike. The customer says that despite ongoing discussions with the company it refuses to grant a leak allowance or a recalculation of the bill.
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 am aware that both the water retailer and water wholesaler are referred to in the claim made by the customer. The retailer is Water Plus Ltd and the wholesaler is Severn Trent Water. In this WATRS adjudication decision, Water Plus Ltd is defined as the “company”.

4. I further find that it is useful at this point to set out the different responsibilities of retailers and wholesalers in respect of business customers. Simplistically, the wholesaler is responsible for the provision and maintenance of the water supply network and the retailer handles account management, billing, customer service etc. The wholesaler bills the retailer in bulk for the water consumed by its customers with the retailer then billing the individual customer.

5. Following the opening of the business water market on 01 April 2017 the wholesaler is permitted to set the tariffs for water delivery and maintenance of the water supply network. This also means that the wholesaler sets out its other procedures such as leak allowances, refunds, bill adjustments, etc.

6. The retailer does not set tariffs nor grant rebates or allowances, and is obliged in its customer facing role to manage administrative dealings such as billing, meter reading, and providing customer services.

7. From the evidence provided to me I am aware that the customer’s property is classified as a business and therefore he is a customer of the company and not the wholesaler. The customer receives his water supply from the wholesaler and usage is monitored by a meter on the supply pipe which is read by the company and the company issues a bill to the customer.

8. The parties agree that the customer contacted the company on 01 April 2020 to say he had received a very high bill in March 2020. The bill was in the amount of £3,473.49 and the customer claimed this was a big increase on his previous average bills over a period of thirty years.

9. The customer has denied using the volume of water identified in the consumption spike. The customer says that the property in question is a field where he produces hay and grazes two horses.

10. The customer has confirmed to the company that he undertook a self-administered leak detection test and did not find a leak.

11. I note that the wholesaler examined the meter in July 2020 and found no leak and confirmed the meter was working properly.

12. The customer had advised the company that travelers had illegally occupied the field adjacent to his own, and that they were there for more than a year. I note the customer supplied the company with a copy of the appropriate eviction notice to support the presence of the travelers. The customer suggested that the travelers may have interfered with his supply pipe and/or tampered with his water meter.

13. However, I can see that in his comments on the company’s response he has

stated that the travelers' impact on the consumption spike cannot be proven. I can see that it was the customer who advised the company of the presence of the travelers and raised the possibility they had tampered with his meter, and he also made the point to submit the eviction order to confirm their presence.

14. I note that the wholesaler has taken the position that it agrees that the travelers may have been responsible for the spike and has stated that the customer should approach other authorities if he suspects water theft through his meter. As the wholesaler regards this as a third-party action it refuses to grant any allowance or bill recalculation. It has to be remembered that this is a decision of the wholesaler and not the company.

15. The customer also contends that if the company had read the meter in September 2019 it may possibly have identified the consumption spike one year earlier and thus reduced the volume of water he was later billed for. The company says its reader could not locate the meter as it was covered with thick vegetation.

16. The company also says that under the OFWAT rules it must submit a bill to customers at least once per year, but that if it cannot take a physical reading for reasons outside of its control then it is permitted to issue a bill based on an estimated reading.

17. It seems to me that the vegetation issue was outside the control of the company. The meter and associated pipework is the property of the wholesaler who retains the responsibility for maintaining its own assets. I am satisfied that the wholesaler was meant to keep the meter box in a condition to be easily located and accessed and that the company acted correctly and reasonably in issuing estimated bill in March 2020.

18. I can also see that the company arranged for the wholesaler to organise clear access to the meter before the next due meter reading in September 2020; this was achieved on 21 July 2020.

19. As I have described above, the retailer does not grant bill adjustments or leak allowances, and is obliged in its customer facing role to manage administrative dealings and provide customer services. Thus, in this role, it is the responsibility of the company to liaise with the wholesaler on behalf of the customer.

20. I note that the company referred the consumption spike issue to the wholesaler on several occasions :-

- 01 April 2020
- 27 April 2020
- 30 June 2020
- 23 July 2020

21. I can see that the wholesaler has kept a consistent position despite the many requests by the company. I am satisfied that the company made reasonable efforts to have the wholesaler consider an adjustment to the bill but without success.

22. After looking closely at the evidence, I am satisfied that the company has

fulfilled its obligations to the customer to a reasonable level. Upon receiving his original complaint in April 2020, it referred the problem to the wholesaler and later acted as a go-between for the customer and wholesaler.

23. In his application to the WATRS Scheme the customer has disputed liability for the higher than average bill and has requested that the company should recalculate the bill he received in March 2020 using historic average bills.

24. The customer has stated that no leak has been identified at his property and the wholesaler confirmed that it found no leak at the meter. The customer confirmed to the company that he had undertaken a self-administered leak detection test and believed the meter was working as it should. Therefore, I find, on balance, that the water passing through the meter has been consumed by the customer and the bills issued by the company are not an error in its favour.

25. I am satisfied, on balance, that the company has acted reasonably on behalf of the customer in its dealings with the wholesaler and attempting to secure a leak allowance or account re-calculation. As the customer's complaint is against the company and not the wholesaler I am not able to direct that the customer receives either a leak allowance or bill re-calculation as he has requested.

26. 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.

Outcome

1. 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 within 20 working days to accept or reject this final 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 Sansom

Adjudicator