

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-XX8

Date of Decision: 24/12/2020

Complaint

The customer says that the company has not provided accurate charges between 14 May 2018 and February 2020 due to faulty water meters. The customer is seeking the company to provide a precise bill which reflects her actual usage based on her historical use and reduce the outstanding balance on her account.

Response

The company says it is unable to reduce the customer's balance further as the meter that the customer believed to be faulty was removed by a third-party plumber and later destroyed, preventing the company from requesting a meter accuracy test from the wholesaler. The company has billed the customer correctly and says that the outstanding charges are due and payable. As a gesture of goodwill, the company has attempted to resolve the matter by crediting 20% of the excess consumption charges. The company has also credited the customer £200.00 for the delay in getting the new meter installed in 2019 and the time taken to confirm its final position. The company has not made any further offers of settlement.

Findings

I find the customer has not proven that the company failed to provide its services to the standard to be reasonably expected concerning billing the customer on original meter readings. Furthermore, I am satisfied there have been no failings concerning customer service, for which the customer has not already been adequately compensated.

Outcome

The company needs to take no further action.

The customer must reply by 25/01/2021 to accept or reject this decision.

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-XX8

Date of Decision: 24/12/2020

Party Details

Company: XWater

Case Outline

The customer's complaint is that:

- The company has not provided accurate charges between 14 May 2018 and February 2020 due to a faulty water meter. • The customer is seeking the company to provide an accurate bill which reflects her actual usage based on her historical use and reduce the outstanding balance on her account.

The company's response is that:

- It is unable to reduce the customer's balance further as the meter that the customer believed to be faulty was removed by a third-party plumber and later destroyed, preventing the company from requesting a meter accuracy test from the wholesaler. • The company has billed the customer correctly and says that the outstanding charges are due and payable. • As a gesture of goodwill, the company has attempted to resolve the matter by crediting 20% of the excess consumption charges. • The company has also credited the customer £200.00 for the delay in getting the new meter installed in 2019 and the time taken to confirm its final position.

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: The Customer

How was this decision reached?

1. The dispute centres on whether the company has correctly billed the customer despite the meter that the customer believed to be faulty being removed and later destroyed. The company is required to meet the standards set out in OFWAT's Charges Scheme Rules and the Water Industry Act 1991.
2. Since April 2017, a non-household customer only has a relationship with the retailer, not the wholesaler. Therefore, if a non-household customer has an issue with their water supply or sewerage services, they have to approach the retailer, who is responsible for chasing the wholesaler and trying to resolve the matter. Accordingly, it must be borne in mind by all parties that within this decision, I cannot find the company liable for something that only the wholesaler is responsible for.
3. From the evidence provided by both the customer and the company, I understand that on 13 September 2018, the customer contacted the company following the issuing of an invoice, in which the charges were much higher than usual. The company recommended that the customer review her private pipework as there may have been a leak. The evidence shows that the company then received contact from a management company on the customer's behalf, and on 9 November 2018 received a signed letter of authority to allow its staff to speak to them. The management company contacted the company on 7 December 2018 raising concerns about the previous high consumption, and the company provided the same advice it offered on 13 September concerning possible leakage.
4. On 6 March 2019, the management company requested for the wholesaler to attend the site. I understand that the agent who took the call failed to raise a request for a wholesaler visit. On 15 April 2019, a formal complaint was submitted by the management company as no visit had taken place.
5. On 15 May 2019, the customer employed a plumber who undertook some refurbishment work on the property and took the decision to remove the meter #00222419. I understand that shortly after the plumber had removed the meter, on 23 May 2019, the management company requested the installation of a new meter.

6. I understand that there was a delay between 3 June and 17 October 2019 due to the wholesaler being unable to collect keys from the customer. The evidence shows that the customer agreed to provide access to the meter on 17 October 2019 and a further visit was then scheduled. Within the same correspondence, the customer advised that her internal pipework had been replaced and that a small leak had been found. On 20 November 2019, the wholesaler installed a new meter.

7. The evidence shows that an estimated reading was used as the final reading of the old meter covering the period 15 May 2019 to 20 November 2019. The company explains within its response that the rationale for this is that although no meter was in situ for those six months, the customer's plumber confirmed that they reconnected the supply after the old meter was removed.

8. The evidence shows that the meter installed in November 2019 was found to be leaking from the date of its installation. This meter was replaced in February 2020, and a leak allowance was applied for excess consumption.

9. Various discussions then took place between the parties concerning the new meter leaking and the previous high bill from the original meter. The company's position is that the issue with the new meter has been resolved and a leak allowance credited, so the leak from the new meter did not adversely affect the customer.

10. Concerning the previous meter's consumption, the company maintained its position that it cannot find any reason for the high consumption, so it must assume the water has been used. As the customer confirmed that the old meter was removed and disposed of, the company is unable to have the meter checked for accuracy. Therefore, the customer does not qualify for an allowance.

11. However, as a gesture of goodwill, the company credited the customer 20% of the high usage charges, which was £1,292.12. The company also credited a further £200.00 for the delays in resolving the issue. This credit reduced the outstanding balance from £8,087.16 to £6,595.04.

12. However, the customer remained unhappy with the company's position and contacted CCWater to help resolve the dispute. CCWater was unable to resolve the dispute to the customer's satisfaction and on 29 October 2020, the customer commenced the WATRS adjudication process.

13. Concerning the customer's request that the company provide an accurate bill which reflects her actual usage based on her historical use and reduce the outstanding balance on her account. Within its response, the company states that

without any evidence that the original meter was faulty, it was unable to apply for an allowance from the wholesaler and as the company has been charged for the water and wastewater consumption, it is required to pass these charges on to the customer.

14. As evidenced by the email from the customer dated 17 October 2019, the old meter was held by the customer's plumber for six months and then destroyed. The evidence shows that throughout this period, neither the customer nor the company suggests that a meter accuracy test would be a sensible next step.

15. The evidence shows that the customer's recorded usage was lower before May 2018. However, I cannot find any evidence that either the meter was faulty or that a leak existed on the customer's pipework. I find that the wholesaler should have had the opportunity to inspect the meter before its removal by the customer's plumber. Had the wholesaler done so, then it could have been established if the meter was faulty or that a leak existed on the customer's pipework.

16. Whilst I appreciate the customer's position, without the original meter to test, I cannot state with certainty that there was any trail for the company to have followed within its investigation of the customer's high consumption to conclude that the meter was faulty. Accordingly, I find that the company was correct to base its charges on the meter readings as shown by the meter reading spreadsheet put forward in evidence.

17. I also note that the wholesaler has confirmed that it would not test a meter for accuracy unless it was removed by one of their engineers due to the potential for damage or tampering which could provide inconclusive test results. So even if the meter were available to test, the wholesaler would not have undertaken the test as the customer's plumber removed the meter rather than the wholesaler's engineers.

18. After careful analysis of all the correspondence between the parties, I find that I am satisfied that, without any evidence to the contrary, the company was unable to apply for an allowance from the wholesaler and was correct to charge the customer based on its meter readings.

19. Considering the above, I find that it has not been proven that the company failed to provide its services to the customer to the standard to be reasonably expected by the average person regarding its billing the customer on original meter readings.

20. The company has certain obligations in respect of its customer services. As evidenced by the timeline within the company's defence documents, I am satisfied

that by the end of the company's dialogue with the customer, the company had adequately explained the reasons behind why the company could not reduce the customer's charges further and why there was a delay in fitting the new meter. Furthermore, in recognition of the lack of clarity in its customer service, in particular, the delay in getting the new meter installed in 2019 and the time taken to confirm its final position, the company has made a goodwill credit of £200.00 to the customer's account. Accordingly, I am satisfied there have been no failings concerning customer service, for which the customer has not already been adequately compensated.

21. In light of the above, I find that the customer has not proven that the company failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning billing the customer on original meter readings. Furthermore, I am satisfied that there have been no failings concerning customer service, for which the customer has not already been adequately compensated.

Outcome

1. The company needs to take no 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.

Mark Ledger
Adjudicator