

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-XX01

Date of Decision: 18/01/2021

Complaint

The customer moved into his property in September 2019 and, in May 2020, he contacted the company to query his first bill as it seemed very high. The customer later found out that a leak had been reported in July 2019 and that it had not been fixed, even though the company had sent a Waste of Water Notice to the landlord. The company had failed to realise that the leak was ongoing even though his usage was so high, and it was not fixed by the landlord until September 2020. The company has applied a leak allowance to the customer's account, and provided a gesture of goodwill, but the amount paid is not enough to compensate the customer for the poor customer service he has received and the stress and inconvenience he and his partner have suffered. The customer would like the company to increase the gesture of goodwill and provide an apology.

Response

The customer's bill was high because there was a leak on the private pipework of his rented property, which his landlord failed to fix despite being issued with a Waste of Water Notice. The company went beyond its statutory duty to help the landlord locate the leak, applied a leak allowance to the customer's account, and provided a goodwill payment to the customer for service failings. The company disputes responsibility to pay further compensation to the customer.

The company has not made an offer of settlement.

Findings

The company is not responsible for finding or fixing private leaks, but it went beyond its statutory duty and helped the landlord locate the leak anyway. The company has applied a leakage allowance to the customer's account so he has not been disadvantaged by any delay in repairing the leak, and it has paid the customer a gesture of goodwill for four identified service failings. On balance, I do not find that the company's service failings justify further compensation and I find that the company has

already apologised sufficiently to the customer. Therefore, the customer's claim does not succeed.



The company does not need to take any further action.

The customer must reply by 15/02/2021 to accept or reject this decision.

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Party Details

Company: X Company

Case Outline

The customer's complaint is that:

1. • He moved into his property in September 2019 and, in May 2020, he contacted the company because his first bill was for £498.00 and this seemed very high. On 21 May 2020, the company wrote and said that his average daily consumption was 0.63 cubic metres and a payment of £77.00 per month would be needed to cover this usage, but it offered to reduce his monthly Direct Debit to £33.00. However, the company did not query whether he had a leak despite the high consumption, and it did not explain that reducing the Direct Debit would create a debt. • On 30 June 2020, he emailed the company after the landlord told him that a leak was reported in July 2019, but no repairs were carried out, even though the company had served a Waste of Water Notice on the landlord. On 1 July 2020, the company responded and said they would follow this up as it had not previously done so and, as the leak was not on its pipework, it was the landlord's duty to fix it. • On 3 July 2020, he called the company and reported that the meter was spinning when no water was being used. The company said their contractors were due to attend the property and would investigate the problem. • On 15 July 2020, he called the company and said that he was unhappy that the landlord had failed to repair the leak despite the company serving a notice on the landlord to do so. The company said that it had spoken to the landlord and was sending a technician to help locate the leak. • On 21 July 2020, he called the company and asked for a leak allowance, but the company said that an allowance could not be applied to his account until the leak was found and fixed. • On 28 July 2020, a site visit took place and an engineer said that no leak was detected. This was incorrect and less than two hours later, another technician confirmed that the leak was still on-going. After this, the company did not address the leak any further but issued a section 14 notice to the landlord. • On 19 August 2020, the company informed him that it was going to dig out the area where the leak was to help the landlord. • The landlord found and fixed the leak and the repair was confirmed by a technician on 11 September 2020. •

The company said it would take check reads for a leakage allowance and he requested a gesture of goodwill for the time it had taken to sort the problem out. On 17 September 2020, he emailed the company and explained exactly what had happened since he received the bill in March 2020, and said that he was unhappy with the communication from the company and the delay in resolving the issue, and he requested a gesture of goodwill. • On 23 September 2020, the company offered a gesture of goodwill payment of £149.00, equivalent to four months of free water, and a leakage allowance of £382.00, on the basis that his average daily consumption had dropped from 0.6 to 0.258 cubic metres. • On 23 September 2020, he wrote back to the company and asked it to review the offer. However, the company refused to increase it so, reluctantly, he accepted. • He then complained to CCW and the company was asked to increase the gesture of goodwill again. The company responded and admitted failings but refused to increase the payment. • He remains dissatisfied with the customer service provided by the company and wants it to increase the gesture of goodwill and provide him with an apology. He states that the amount already received, equivalent to four months of free water, is not enough in the circumstances and the company should consider the time the complaint took to resolve, the time he took off work to meet with technicians, its failure to answer calls or supply him with a direct email contact, the opportunities it missed to identify that the leak was on-going, and the fact that he and his partner have suffered a great deal of stress and inconvenience as a consequence.

The company's response is that:

1. • On 3 September 2019, the landlord's company provided notice that the customer was moving into the property. A meter reading was not provided by the landlord, so the customer's account was opened on an estimated reading of 9 m³. • The bill for November 2019 was not sent to the customer because of a technical issue; however, an actual reading was taken on 7 November 2019 of 95, and this amended the opening read on the customer's account to 89 m³. The amendment assessed that six cubic metres had been used since the initial estimated read and produced a daily average consumption of 0.11m³. • On 16 May 2020, after the customer received a high bill for £498.66 based on an actual read taken on 11 May 2020, it received a written complaint from the customer about the high bill and the estimated opening read. • On 18 May 2020, the customer called and spoke to a customer service adviser who promised a call back. It apologises that the customer adviser was unable to reach the customer to give him an update and left a voicemail. • On 3 June 2020, a meter reading was requested and, on 4 June 2020, it called the customer to set up the payment plan, however, there was no answer so a voicemail was left again. • On 30 June 2020, the customer called again and was told that the high bill may be due to a leak and, after contacting his landlord, the customer rang back to say that his landlord had told him that there had been a

leak on the private supply pipework in July 2019. • As the leak was on private pipework, it was not responsible for the repair, but a Waste of Water Notice had been issued to the address on 31 July 2019. It had not followed up on the notice because as it believed that the leak had been repaired as no further communication was received from the occupiers. • On 8 July 2020, its contractor attended the customer's property and the plumber met with the landlord's son. They confirmed there was a small leak present on the private supply pipe but it was difficult to locate. The contractor explained that as the property was a new build, the leak repair was the responsibility of the developer or the landlord. • It contacted the landlord on 16 July 2020 and he said that the leak was on a joint close to the meter. The landlord asked for help to locate the leak and it agreed to attend as a gesture of goodwill, even though it is not required to help find and fix private leaks.

• On 21 July 2020, it called the customer to give an update and said that a leak allowance would be applied to his account once the leak had been fixed. • The distribution team was asked to attend and assist in locating the leak, and a Waste of Water Notice was issued to the address on 29 July 2020. • On 19 August 2020, a leakage technician attended and, on 25 August 2020, the leakage technician confirmed that there was a private supply leak. This was following the company's contractor digging under the meter for the landlord as a goodwill gesture. • On 11 September 2020, the leakage technician attended and confirmed that the leak was no longer on-going. • On 17 September 2020, the customer requested compensation. However, as this was a private supply leak, it could have been resolved at an earlier date if the landlord had acted more promptly. It tried to assist the customer and his landlord as much as possible by locating the leak, but it had no legal obligation to carry out the repairs. • On 23 September 2020, it wrote to the customer and advised that a leak allowance of £382.83 had been granted for the period from 7 November 2019 to 12 September 2020. It also offered the customer a goodwill payment of £149.64, equivalent to one month of free water for each of four customer service failings it identified; it did not follow up on the original Waste of Water Notice that was issued in July 2019, it failed to call as requested before a site visit and there were delays, the customer was unable to reach it directly by phone, and there were issues with the customer's Direct Debit changes. • The customer refused the goodwill payment offered. The offer was reviewed but, as it provided assistance on a goodwill basis and it had no obligation to find or fix the leak, the amount offered was not increased. • On 8 October 2020, it spoke to the customer and he accepted the goodwill gesture of £149.64 on the understanding this would bring the matter to a close and no further investigation was needed. The customer confirmed he understood this. • In view of the above, it believes that it has gone to great lengths to resolve the customer's complaint. It went beyond its statutory duty to help the landlord locate the leak, it applied a leak allowance to the customer's account, and it provided a goodwill gesture for the customer service issues the customer experienced. Therefore, it disputes responsibility to provide a

further goodwill payment.

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 evidence shows that the company was not responsible for finding or repairing the private leak, however, the customer complains that the company's poor customer service contributed to the delay in repairing the leak and was generally poor and, on that basis, the customer asks for an increase in the gesture of goodwill payment provided by the company. Therefore, I shall assess whether the company failed to provide its service to the customer to the standard reasonably expected by the average person, whether the company's actions disadvantaged the customer, and whether the customer should receive further compensation for the any failings on behalf of the company.
2. Having considered all the evidence, I find that several factors contributed to the circumstances surrounding the customer's complaint; the landlord failed to repair the leak when he received the Waste of Water Notice in July 2019, the previous tenants moved out shortly after the Waste of Water Notice was issued to the landlord so did not report the landlord's failure to repair the leak to the company, the company failed to enquire whether the leak had been repaired, the landlord failed to inform the customer about the leak when he moved into the property, a meter read was not provided to the company when the customer moved in, the company did not have actual reads to compare until 11 May 2020, and the

company did not inform the customer that his high usage may be due to a leak until 30 June 2020.

3. I find that the main reason the customer was charged for leaked water was that the landlord failed to find and fix the leak after it was reported to him in July 2019. However, the timing of the change of tenancy, and the landlord's failure to inform the customer about the leak, resulted in the company not being informed that the landlord had not fixed the leak, and this resulted in the company failing to follow up on the Waste of Water Notice. On balance, I do not find that this amounts to a failing on the company's behalf as I accept that it was reasonable for the company to assume that if the leak was on-going, it would have been reported further. In any event, the gesture of goodwill already provided to the customer incorporates a payment for failing to chase the landlord about the leak.

4. The meter read used to open the customer's account was an estimate and, therefore, the high usage was not immediately obvious when the first actual read was taken on 7 November 2019, and it was only noticed following the customer's complaint about his high bill that was based on the read taken on 11 May 2020. However, the company is entitled to use estimated meter reads where a move-in read is not provided. Also, as the company has provided the customer with a leakage allowance from the date of the first read until the date the leak was fixed, I do not find that the delay between 11 May 2020, when the second high read was taken and the company could have first suspected a leak, and June 2020, when the company started to investigate whether the high usage could be caused by a leak, caused the customer a financial disadvantage. This is because the high balance on the customer's account was removed by the leakage allowance, and the customer's Direct Debit payments had not been increased.

5. However, the evidence does show that the company could have identified that the high usage may have been caused by a leak on 11 May 2020, rather than 30 June 2020, and this delay may have added to length of time the issue took to resolve and the stress and inconvenience caused to the customer. That said, the evidence also shows that once the company suspected a leak, it went over and above its statutory duty and helped the landlord identify the leak and that, without this assistance, the landlord may have taken much longer to find and fix it. Therefore, overall, I cannot find that the company failed to provide its service to the expected standard in this respect, or that the company's actions disadvantaged the customer.

6. The customer complains about the company's poor customer service and communication and, although I acknowledge that the company's ability to communicate with its customers was most likely affected by its staff working from home during the pandemic, I find that the company's communication with the

customer failed to meet the expected standard at times. However, the company accepts this and has already made a goodwill payment to the customer that includes a payment for poor communication.

7. On balance, while I understand that my decision will disappoint the customer, I find the goodwill gesture already made fairly compensates him for the company's customer service failings and, therefore, the claim for further compensation cannot succeed.

8. The customer has also requested a formal apology but I note that the company's letter to the customer dated 23 September 2020 includes an apology for its customer service failings and, on balance, I find this sufficient in the circumstances.

9. The customer has submitted comments on the Preliminary Decision. However, no issues have been raised that materially affect the decision and so, while I acknowledge the customer's comments, they will not be specifically addressed.

Outcome

1. The company does not need to take any 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.

Kate Wilks
Adjudicator