

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-XX18

Date of Decision: 30/11/2020

Complaint

The customer received a very high bill for water used between 12 October 2018 and 24 May 2019, but there was no leak, change in use, change to the pipework, or works being carried out on his premises that could explain the spike in consumption. The customer says that the customer service provided by the company has been very poor: the company failed to carry out a site visit to investigate the possibility of a meter or supply fault; failed to respond to queries; failed to provide requested information; and, it threatened to cut off the water supply during the dispute. The customer says that it would have been impossible for them to use the volume of water the company has charged for. So, in the absence of any explanation for the high consumption, the customer wants the company to recalculate the disputed charges in line with normal consumption.

Response

On 8 April 2019 and 24 May 2019, high reads were taken from the customer's meter following a period of increased consumption. The customer says he did not have a leak, but suggested that the incorrect meter had been read, or there was a fault on the meter or supply. The correct meter was read and, as the customer's consumption had returned to normal before the high reads were taken, it is unlikely that the meter over-recorded the customer's consumption or there is a fault on the supply. The meter readings used to calculate the customer's charges are accurate and, without an explanation for the consumption spike, the disputed bill is correct and payable and the company cannot reduce it.

The company has not made an offer of settlement.

Findings

Having reviewed the evidence provided by the parties, I find that the disputed bill was the result of high but accurate reads from the correct

meter. As the high consumption had already stopped by the time the meter was read in April 2019, I do not find the company's refusal to carry out an on-site investigation amounts to a failing. In the absence of evidence of a leak or meter fault, I accept that the company is not obliged to adjust the customer's bill under its Charges Scheme and, on the balance of probabilities, I find the disputed bill correct and payable. It therefore follows that I cannot find that the company has failed to provide its service to the standard reasonably expected by the average customer by refusing to amend the disputed bill in line with normal usage. In view of this, the customer's claim does not succeed and I make no direction to the company.

Outcome

The company does not need to take any further action.

The customer must reply by 30/12/2020 to accept or reject this decision.

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Party Details

Company:

Case Outline

The customer's complaint is that:

1. • The disputed charges relate to the water account for a commercial property. The building is an office/warehouse facility which harvests its own water, has no manufacturing on site, and only 4/5 employees on the premises at any one time. • The customer received a higher than usual bill for the period between 12 October 2018 and 24 May 2019, but there was no leak, change in use, change to the pipework, or any other works being conducted on the premises that could explain the spike in consumption. • The wholesaler claims that 1,316,000 litres of water (1,316 m³) were used over a period of 47 days, from the 8 April 2019 to 24 May 2019. However, the incoming mains is supplied via a 15mm pipe at 3 bar pressure and the maximum flow possible is 0.16129 l/ps or 9.677 l/pm. This means that even if a mains tap was running non-stop for 24 hours, it would be impossible for the site to use anywhere near the amount of water the company has charged for. • When he contacted the company about the high bill, he was advised to carry out a water leak test, but the company did not offer any other assistance. Even though he asked the company to attend to check the meter because the reference on his meter did not match the information on the bill, it failed to come. Instead, the company demanded the payment of the disputed invoices and started debt recovery action. • The company now says that an on-site investigation of the supply and meter is unnecessary because the consumption has returned to normal; therefore, the customer says that the claim has been prejudiced because the company failed to attend when the consumption was high. • The customer says that the customer service provided by the company has been very poor. Its responses to communications have been substantially delayed at times; it threatened to cut off the water even though the dispute was on-going; and the quality of the information provided by the company has been below the expected standard. In particular, the

company failed to clearly answer his specific concern about the supply point identification number and the waste point identification number on his meter not matching the information on the company's system, and the meter number not matching the reference on his invoices. • In the absence of any explanation for the high water consumption, the customer wants the company to recalculate the disputed bills to reflect normal consumption.

The company's response is that:

1. • On 8 April 2019, a read of 2141 m3 was taken from the customer's meter. As this read was higher than expected, a second read was arranged to confirm whether the meter had been read correctly. On 24 May 2019, a read of 2153 m3 was taken, which confirmed that the first meter read was correct. An invoice based on the May read was issued on 30 October 2019. • On 5 November 2019, one of the customer's employees called to query the bill and was advised that the meter read was higher than normal and may indicate a leak. • On 6 November 2019, the customer's employee rang again to query the high bill and was advised that the most recent meter read indicated that consumption had returned to normal and possible causes for the spike were discussed: a leak, a shared supply, or construction work in the area. • On 8 November 2019, a complaint letter was received, in which the customer expressed concern about multiple aspects of their account and invoices: 1. The customer questioned why his account was migrated from without consent. 2. A photograph of the meter was provided to show that the meter in the photograph was not the same as the meter on the customer's bills. 3. The customer claimed that the supply point ID and waste point ID on the invoices were not the same as the numbers on the meter. 4. The customer was unhappy that the company asked him to do a self-leak test when the high bill was queried. 5. The customer requested a representative from the wholesaler to inspect the meter and confirm what went wrong. • On 14 November 2019, it responded to the complaint letter and confirmed that the meter serial number on the photograph provided is the same as the meter number held on record and included in the invoices. It also confirmed that the meter read shown in the photograph matches the historic reads taken from the meter. • It asked the wholesaler whether any work in the area could have affected the consumption recorded by the customer's meter and, after receiving a response, it sent an email to the customer to say that no work had been carried out in the area that could have affected the customer's supply. It also explained that the supply check requested by the customer would be of no use as consumption had returned to normal, the supply point ID is not an identification number listed on the meter, and the account had migrated to the company after the market opened in 2017. • The company says that the customer service provided to the customer has not failed to meet the expected standard and the advice given to the customer has been correct and appropriate at all times. • The meter reads indicate that whatever caused the

spike in consumption stopped before the April 2019 read; therefore, no action could have been taken in April or May 2019 that could have altered the events. • In the vast majority of cases, unusual high consumption is the result of a private leak and, therefore, it always advises customers to check for leaks before other avenues are explored, such as checking to see if the supply is shared or being tapped, or whether the water meter is faulty. Therefore, asking the customer to check for leaks was the correct advice, as a first option. • If consumption remains high in absence of a leak, the meter can be inspected to rule out the possibility of a leak on the meter. However, as consumption returned to normal after the read was taken on 8 April 2019, inspecting the meter was not appropriate; the cause of the high consumption was no longer present and, therefore, could not be observed. • The wholesaler was asked for clarification on whether any works on the supply network had taken place during the disputed period. The wholesaler confirmed that no works were done during that time period and in that area and, therefore, the possibility that the wholesaler's actions impacted the supply was ruled out. • Given that the spike in consumption occurred over a relatively brief period of time, the spike was most likely an isolated incident caused by an external factor. The short-lived nature of the spike also suggests that there is no fault with the meter or the supply itself; if the cause of the spike was a faulty meter or a leak on the meter, the consumption would have remained high. • It does not monitor the water once it passes the meter and, therefore, can offer no information on how the water was used or lost during the period of high consumption. Once the water goes through the meter, it enters private pipework that belongs to the customer and the customer becomes responsible for paying for that water, irrespective of how it is used. • The customer disputes the spike on the basis that the high consumption is unusual; however, the historical meter reads show that the customer's usage has not always been consistent and there have been two other intervals of increased consumption, which have not been disputed. Based on the majority of the reads, the normal consumption for the property is between 0.2 and 0.5 cubic meters of water per day. However, the consumption increased between two and five times the normal expected usage in July 2017 to January 2018 and October 2019 to November 2019. This pattern of consumption cannot be explained by seasonal usage as the increases and decreases are not consistent from one year to the next. The periodic increases indicate that various isolated events have occurred which affect the consumption pattern, possibly a recurring leak or business activities. • The customer suggests that the meter could be faulty, but it is more common for water meters to under-record than over-record. Also, meters that are faulty are normally consistently faulty; it is therefore unlikely that a faulty meter would record usage in patterns that go up and down. The customer has the right to request a meter accuracy test if he believes the water meter is faulty. However, this course of action would not be recommended in light of the evidence as the test will

be chargeable if no fault is found. • It acknowledges that the invoice containing the high read from May 2019 was delayed by two months. The invoice was scheduled to be sent at the beginning of August 2019, in line with the account's quarterly billing cycle, but was only sent in October 2019. However, while the internal billing deadlines were not met, the invoice was issued within the twelve month time frame imposed by Ofwat, the industry regulator. • The delay in producing the invoice had no effect on the disputed issue and did not affect the investigation options available to the customer, the company, or the wholesaler. The consumption spike had already ended by the time the read from April 2019 was taken; therefore, even if the invoice had been issued in April 2019 or August 2019, it would not have changed the events. • It has already acknowledged this service failing, and a further service failing, and has paid a goodwill gesture of £60.00 to the customer. It has also removed all late payment fees added to the customer's account as a further gesture of goodwill. • In view of the above, it has done everything possible to assist the customer but, as the customer denies the existence of a leak, it cannot offer an adjustment and the charges remain payable in full. • It apologises for any stress and inconvenience the complaint has caused, and offers the customer a payment plan to assist with the settlement of the outstanding charges.

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:

How was this decision reached?

1. Having reviewed the evidence provided by the parties, I accept that the disputed

bill was higher than the customer would have expected based on his previous charges.

2. The customer was concerned that the supply point identification number and the waste point identification number on his meter did not match the reference on his invoices, and he queried whether the high reads had been taken from the correct meter. The company insist that the reads were taken from the correct meter and the customer has been billed correctly and, having reviewed the evidence provided by CCW and the response from the company, I accept that the correct meter was read and the invoices reflect those readings.

3. Therefore, in order to find that the customer is not responsible for paying the full charges outlined in the disputed invoice, the evidence must persuade me that the consumption recorded on the meter readings of 8 April 2019 (2141 m3) and 24 May 2019 (2153 m3) is inaccurate due to a leak or a faulty meter.

4. I have read the evidence provided by the customer and accept that, on the balance of probabilities, the customer found no leak or fault that could have caused the consumption spike shown on the disputed bill.

5. The company says that the meter is unlikely to be faulty as consumption has returned to normal, but it has offered the customer a meter accuracy test on the basis that the customer will bear the cost of the test should no fault be found. However, I accept that the evidence shows that the consumption returned to normal at some point before 8 April 2019 and, therefore, I find it most unlikely that the meter is faulty. I also agree with the company's comments about meter faults normally being consistent in nature and causing under-recording rather than over-recording.

6. The customer complains that the company refused to attend the site to investigate whether there was a fault on the meter or the supply and, therefore, it has not fully explored the possible causes of the high consumption. As consumption had returned to normal by 8 April 2019, I accept that an on-site visit after that date would most likely have failed to provide any useful information. Therefore, I am unable to find that refusing to conduct a site visit amounts to a failing on the company's behalf.

7. The customer states that it would be impossible to use the amount of water the company has charged him for in 46 days through a 15 mm pipe at 3 bar pressure. However, the meter data sheet shows that the spike occurred at some point between the meter reads taken on 12 October 2018 and 8 April 2019, which is more than 46 days.

8. In view of the above, I find that the evidence does not explain the reasons for the consumption spike. Without evidence of a leak, meter fault or other issue to explain the high consumption recorded on the meter, I accept that the company is not obliged to adjust the disputed bill in line with the customer's normal usage. Therefore, I cannot find that the company has failed to provide its service to the standard reasonably expected by the average customer by refusing to amend the disputed bill in line with normal consumption.

9. It therefore follows that I find the disputed bill payable in full by the customer. I appreciate that this decision will disappoint the customer but, in view of the evidence provided, there are no grounds on which I can direct the company to reduce the disputed charges, and the customer's claim cannot succeed.

10. For completeness, I add that the evidence shows that the company made a billing error and the customer was not sent the bill, and therefore was not given notice of the consumption spike, until two months after the billing deadline set by the company. While I find that the company failed to provide its service to the standard reasonably expected by the average customer by billing the customer later than it should have, I do not find that the customer was disadvantaged by the company's failing. Had the bill been sent on time, in August 2019, the customer would have received the higher than normal bill two months earlier, but the charges would have been the same because the read taken on 24 May 2019 shows that the consumption spike did not continue after 8 April 2019.

11. The customer also complains about the standard of the customer service provided by the company. Having reviewed the evidence provided by CCW, I am satisfied that the company has appropriately responded to all the customer's queries and requests for information, apart from the two service errors for which the company has already given the customer a goodwill payment. On balance, I find that the service provided by the company met the expected standard.

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