

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-XX21

Date of Decision: 23/11/2020

Complaint

The customer says that he has been billed incorrectly by the company, which is failing to deduct usage from a neighbour's sub-meter. The readings for his neighbour's usage relied upon by the company are only estimates, not actual readings from the sub-meter.

Response

The company says that the neighbour's usage is deducted automatically from the customer's bill, but this cannot be shown explicitly on the invoice. The neighbour has a different retailer and so the company cannot directly read the sub-meter and must rely on any estimates and actual readings provided by the neighbour's retailer.

The customer has been provided with goodwill gestures totalling £280.00.

Findings

The company has established that it is billing the customer in accordance with its obligations and is providing the customer with the information he needs to check the accuracy of his bills.

Outcome

The company does not need to take any further action.

The customer must reply by 21/12/2020 to accept or reject this decision.

ADJUDICATOR'S DECISION

Adjudication Reference: WAT-XX21

Date of Decision: 23/11/2020

Party Details

Company:

Case Outline

The customer's complaint is that:

- His billing changed when the company took over his account. • The Property is served by a main meter, with the supply then being divided between the Property and a neighbouring property, each having its own sub-meter. • The company bills him from the main meter, which means that he is paying for his neighbour's usage.
 - He complained to the company in September 2019, but it has still not been solved. • His neighbour is billed by a different retailer. • He has offered to supply readings from all three meters, but this has been declined. He is no longer making this offer. • He requests that both properties be provided with their own main meter, to separate their billing, and that he receive unspecified compensation for having paid for his neighbour's usage.

The company's response is that:

- The customer's account was originally set up in September 2019. • The initial readings provided by the customer were from a meter with a different serial number than the one required by the company. • In December 2019 it was identified that there were two sub-meters serving two properties, and that the customer had been reading his own sub-meter. • The customer's sub-meter does not belong to the wholesaler and cannot be used for readings by the company. • The neighbour's usage is automatically deducted from the customer's bill, ensuring that he is only billed for his own usage. • When the neighbour's water retailer bills with an estimate, rather than an actual meter reading, the company must use this estimate when calculating the customer's bill. • The company cannot list the neighbour's usage on the customer's bill as this information is confidential.
 - Providing both properties with their own supply would resolve the problem, but this must be arranged directly with the wholesaler. The phone number for the Company Connections Team has been provided in the Response. • The customer has been given goodwill gestures totalling £280.00 in acknowledgement of customer service

failings, stress and inconvenience.

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.

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How was this decision reached?

1. The customer states that since the company took over his account, he is no longer provided with the information he requires to confirm that he is being billed accurately. This is because the customer is billed on the basis of the reading from a master water-meter, from which must be deducted the reading on a sub-meter that records the water usage of a neighbour.
2. There is, however, no obligation on the company to provide the specific information on the customer's bill that he requests. The company must be expected to provide information sufficient to allow the customer to monitor the accuracy of his billing, however I find that the information currently included on the customer's bill meets this requirement. Just as a customer with a single-user water meter can only monitor the accuracy of her billing by examining the month-to-month consistency of her bill, and by examining whether variations in her bill match variations in her own water usage, so the customer is being placed by the company in the same position, as he is indeed being provided by the company with information on his own water usage. The customer may have concerns that the company will make an error in its subtraction of the water usage recorded by the neighbour's sub-meter from his own bill, but such an error would reveal itself in an unexpected and unjustified variation in the customer's own reported water usage.

3. The customer has also objected to the company's reliance on estimated reads of the neighbour's sub-meter, rather than the meter being read directly. However, Ofwat, the regulator in this sector, only requires that water companies make an actual reading of a meter once every two years. The neighbour's retailer, therefore, is acting in accordance with its obligations by providing estimated, rather than actual reads. In addition, the company has no legitimate justification for taking readings of a sub-meter that does not belong to one of its customers when information on that sub-meter is being made available to it for the purposes of billing the customer.

4. While the customer may be unhappy with being billed on the basis of his neighbour's estimated usage, estimated billing is standard in this industry and the customer has not argued that the required two-yearly actual reading of his neighbour's meter has not occurred.

5. To be clear, I take no position on whether the company may be liable to the customer if his neighbour's retailer fails to take the required two-yearly reading. While this would be something out of the control of the company, the purpose of requiring an actual meter reading every two years is to ensure that the customer is billed on the basis of an actual reading once every two years. If the company fails to do this, even if because of a failing by another retailer, the customer may have a legitimate claim against the company, and the company may at that time be required to change its approach to billing the customer to ensure that he is billed on the basis of actual reads every two years. This may, or may not, include the specific remedy the customer has requested in this application.

6. At the moment, however, no such failure has occurred, and so there is no ground for making such an order.

7. Consequently, I find that with respect to its billing of the customer, the company is providing its services to the customer to the standard to be reasonably expected by the average person, and need take no further action.

8. In his comments on the company's Response, the customer has noted that the company has again charged him for VAT, despite acknowledging that it should not do so.

9. However, while this is an ongoing dispute between the parties, it was not included within the customer's original complaint. Under Rule 5.4.3 of the Water Redress Scheme Rules, "The customer cannot introduce new matters or evidence in their comments on the company's response".

10. Consequently, if the customer wishes to make an additional claim about being

charged VAT by the company he must do so in a separate application to WATRS.

11. For the reasons given above, the company need take no further action at this time.

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.

Tony Cole
Adjudicator