

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-XX34

Date of Decision: 19/11/2020

Complaint

The customer complains that there was an unexpected spike in water consumption at his office premises between 4 February 2019 and 5 February 2020. The reason is unexplained. The customer doubts whether it was caused by the push button on a toilet cistern, which is what the company says was the probable cause. The company has failed to read the water meter within one year, which is contrary to regulatory guidance and differs from its previous inspection pattern of reading the meter every three or four months. This led to a large bill. The financial security of his business is at risk and he asks for the bill to be reduced substantially.

Response

The company says that although there was a big spike in use, there is no evidence of a leak, of any tapping of the supply or of a fault in the meter. There were regulatory failures in not responding to all the points raised by the customer in correspondence for which goodwill payments have been made, but the wholesaler does not give a leak allowance where the leak is due to a fault in plumbing equipment. As this is the probable explanation for the high usage, the customer is responsible for the bill. The company is required to obtain a meter reading once per year and must read the meter itself every two years. The company tried to read the meter in August 2019 but could not obtain access. The company is willing to offer a payment plan.

Findings

On the basis of the evidence, it is probable that the spike in consumption was caused by a faulty toilet push button. Although the company may not have sent an email to the customer in August 2019 stating that a reading had not been taken, the regulatory requirements for meter readings were met and the company has followed the wholesaler's practice and policy in refusing to give an allowance. The hardship to the customer has been reduced by the offer of a payment plan. I find that the company has not

failed to meet the expected standard.



The company does not need to take any further action.

The customer must reply by 17/12/2020 to accept or reject this decision.

ADJUDICATOR'S DECISION

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Date of Decision: 19/11/2020

Party Details

Company:

Case Outline

The customer's complaint is that:

1. • The customer explains that he represents a small business. His firm has occupied the property for 20 years. There are 3 staff members and water usage is minimal, comprising only a staff toilet and basin. • In the past, accurate water meter readings were taken, on average, on a 3-4 monthly basis.

Consumption in the six year and eight-month period between 31 July 2012 to 4 February 2019 was 446 units, giving annual average consumption of approximately 60 units per annum. • No accurate water meter reading was taken nor was this requested by the company for over one year between the period 4 February 2019 to 5 February 2020. Although the company says that on 10 August 2019 someone was sent to read the meter but was unable to access the property, it is unclear whether this happened. 10 August 2019 was a Saturday and the customer's office is only open on Monday to Friday (9.00am to 5.15am) excluding bank holidays. It is improbable that a meter reader could have expected to obtain access on that date. • Although the company says that it emailed the customer on 21 August 2019 requesting a meter read, the customer has checked its inbox and there is no record of this. It is to be noted that the company made no further attempt to take a meter reading on a working day and neither did it ring or write to the customer to request a water meter reading. • In addition to this being a departure from the previous pattern of meter reading, is also outside the Water Regulations, which requires an accurate water meter reading to be taken at least once a year. The company violated its legal duty and only took a water meter reading after more than one year had passed and made no reasonable attempt to take any further readings during the course of the year. The period between these two water meter readings also coincides to the meter showing an abnormally large rise in meter read consumption of 1691 units in the 367-day period between the water meters reads. • Following this, accurate water meter readings have been taken on a regular basis again and the latest water meter reading, taken on 28

September 2020 shows water consumption of 9 units in the 6-month period since 19 March 2020. This is back to normal. • Following the abnormally high reading, the customer received an abnormally high water bill for £4,985.16, dated 11 February 2020. • The customer says that it has disputed the circumstances of this bill. There have been several instances where the company did not reply to the customer at all or did not reply within 10 working days as it is required to do. The customer contacted the Consumer Council for Water (CCW). The company arranged for a representative (the wholesaler's technician) to visit the property, which was delayed until in August 2020. The technician checked the property and admitted that it was not possible that the customer could have consumed that much water. She said that the bill was similar to what would be expected of a business of this nature. The only possible cause was a leakytoilet at the back of the property (which is unused) where the flush became stuck when

she flushed and continued to run a trickle of water until the flush was adjusted back into place. She suggested that if it had been running for a couple of months without anybody realising, this could have been the cause of the high water consumption. • Following this the customer was contacted by a CCW representative who asked the customer to get the flush fixed, which the customer promptly did even though it was then not trickling any water, and to complete a Burst and Allowance form. The CCW representative was quite positive that the company would waive the bill once the Burst and Allowance form had been sent in.

• The customer completed the form and sent this on 3 September 2020 to the company. On 8 October 2020, CCW told the customer that this had been rejected even though the company has not made any attempt to check the accuracy of the meter. CCW said that it cannot help further. • The customer argues that, even if it accepts that the water use was caused by the toilet flush malfunction, he does not believe that he should be fully liable for this water bill because if the water meter readings had been taken at 3-4 monthly intervals as they always had been, the customer would have been able to identify this issue in mid-2019 and to have rectified this. The bill would have been at least 80% lower than it currently is. • The customer asks for a binding decision whereby the company or wholesaler should bear the cost of at least 80% of this bill as the company has violated its legal duty and acted wrongfully. • The customer points out that his is a micro business and has suffered due to the pandemic. The resolution the company is seeking is not sufficient and will put the customer in severe hardship.

The company's response is that:

1. • Between 4 February 2019 and 5 February 2020 the company attempted to read the customer's meter on 10 August 2019. On 21 August 2019 it sent an email advising that it had not been able to gain a reading and requested the customer to provide his own reading. • The customer first contacted the company on 18

February 2020 following receipt of a large invoice. During this call, the company advised the customer to perform a self-leak test. A meter reading of 2978m³ was also provided. This reading confirmed that 1m³ of water had passed through the meter in the last 13 days. • Between 18 February 2020 and 20 February 2020 several emails from the customer were received. The company responded that it would need to rule out a leak and, in order to do this, the customer would need to perform its own self-leak test or employ a plumber to investigate further. • On 20 February 2020, the customer sent a further email, which included a picture and a video of the meter. He confirmed that he had turned the stop tap off to the meter, but this did not stop the dials on the meter. Having reviewed the video, the company found that the stop tap had not been completely turned to the off position. The customer was also concerned about the age of his meter. • In the company's response it failed to address these concerns but advised the customer to arrange for the attendance of a private plumber. The customer said that he thought that the meter was faulty. • He then referred this case on 8 May 2020 to CCWater. CCWater recommended that the company should arrange a supply check for the customer. Although the company immediately sent a request to the wholesaler to arrange a visit, this visit did not take place until 17 August 2020 because of the pandemic. • When this occurred, the data resolution technician confirmed that there were no leaks, and the meter appeared to be working correctly. She suggested that the historic spike in consumption may have been caused by the push button flush on the WC that did not release at the time of the visit, so water carried on pouring into the toilet bowl. • Following the visit, CCWater advised the customer to ensure the faulty toilet was repaired and then to contact the company for a leak allowance application form. However, when this was received, the company could not grant this as the wholesaler will not grant leakage allowances on fixtures and fittings. This was confirmed to CCWater. • OFWAT's guidelines require the company to ensure that it reads and issues an invoice including the reading once every two years. The company attempts to read its customers' meters once every six months. If it is unable to read a meter during a visit, a letter is issued to its customers explaining that it has tried to read the meter, and to request that the customer provides his own reading. • During the company's review, it identified that it failed to fully address all of the customer's emails on eight occasions between February and April 2020. The company has applied a gesture of goodwill of £20.00 for each occasion for this error which is a total of £160.00. A further £40.00 gesture of goodwill has been made because the company failed to address the customer's concerns regarding the stop tap and the age of the meter. • Following the gestures of goodwill, the customer's balance is £4,250.81. As a further gesture of goodwill, the company is willing to offer the customer an extended payment plan over 18 months to clear the balance.

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. In reaching my conclusion below, which does not differ from my Preliminary Decision, I have also taken into account the customer's response to my Preliminary Decision. I have noted, in particular, his statement that it would not have been possible for the increase in water consumption at his property in the period from February 2019 to February 2020 ("the disputed period") to be due to a faulty push button on the toilet cistern flush. He has not supported this by any evidence, however.
2. I bear in mind that adjudication is an evidence-based process. Customers and companies must therefore put forward supporting evidence for the points that they wish to prove. It is for the customer to submit evidence that the company has not met the expected standard.
3. The company, however, says that the defective toilet flush is probably the cause of the increased usage as recorded at the meter.
4. The alternative explanations are that there was a water leak or meter malfunction or that a third party had stolen the water. I find that these explanations are improbable, however, because:
 - a. Although on 20 February 2020, the customer sent a picture and a video of the meter to the company, stating that he had turned the stop tap off to the meter but this did not stop the dials on the meter (so suggesting a leak), the company

detected from the video that the stop tap had not been completely turned to the off position. When the company's technician inspected on 17 August 2020, the dial was still when the stop tap was turned off, which indicated that no water use was being recorded at that time. As the customer had not carried out a leak repair in the intervening period, the lack of movement when the supply was turned off by the technician means that it is improbable that a leak was previously present.

b. The customer and the company agree that after February 2020, the recorded usage was similar to that before February 2019. Although in the file supplied by CCWater, the customer has referred to another customer's experience when they reported an intermittent fault, and the customer raised the possibility that his meter has an intermittent fault, there is no evidence of this. The customer raised the possibility of a meter test and the company advised that there would be a cost associated with this but the question of a test was not taken further. The company explains that it recommended other investigations first in order to avoid unnecessary expenditure. When the technician attended the property on 20 August 2020 to inspect the supply, the meter was working correctly and there was therefore no reason to suspect a fault. I find that it is inherently improbable that there was a fault with the meter that showed the use of a large quantity of water in the period to February 2020 but which has now become mended and records correctly. Furthermore, the Water Industry Act 1991 presumes that the meter reading is correct unless the contrary is shown. I therefore conclude that the meter reading accurately recorded the volume of water supplied at the meter in the disputed period.

c. Although the correspondence between the parties refers to the possibility that a third party had tapped the supply, I find that any tapping of the system would probably have been noticeable to the customer or his staff, especially as the water meter is located in his basement, although I note that in his response to me Preliminary Decision, the customer denies this. He nonetheless puts forward no proof that theft was the reason for the spike. I find that it is unlikely that this is the explanation for the spike in recorded usage.

It follows that I find that the likely cause of the increased usage was the fault in the toilet cistern that was found by the company's representative on 20 August 2020.

5. Accordingly, I find that the customer is liable for the water use for the disputed period unless he can show that the company has contributed to his financial loss in a way that would not reasonably be expected or that he is entitled to a discount or rebate from the wholesaler.

6. As to whether the customer is entitled to a discount or rebate, the company says that the wholesaler's policy is not to make an allowance where the reason for the waste of water is the customer's own equipment. The company says that this is explained on the application form itself, which states:

The following factors may affect the success of your claim:

- leaks of internal plumbing, for example toilet systems, urinals and heating systems
- leak is caused by your negligence
- leak is caused by a third party
- the leak report was not initiated within two weeks of identifying the leak
- sewerage charges are not billed to your account

7. In light of this, I find that the customer has not shown that he could reasonably have expected to receive a leak allowance. Even if the customer believed, because of discussions with CCWater, that his application might succeed, the company cannot be bound by an opinion expressed by CCWater.

8. As to whether the customer has shown that the company has failed to carry out an inspection with sufficient frequency, it is notable that OFWAT requires that a water meter should be read at least once a year, and read by the water company at least once every two years although water companies may wish to read the meter more often.

9. The company says that its practice is to try to read its customers' meters once every six months and that if it is unable to read a meter during one of its visits, it issues a letter explaining that it has tried to read the meter, and requests that the customers provide their own reading. The company says that between 4 February 2019 and 5 February 2020 the company attempted to read the customer's meter on 10 August 2019 and on 21 August 2019 it sent an email advising that it had not been able to gain a read, and requesting the customer to provide his own read. The company has submitted a copy of an email relating to the customer's premises but this is not dated, it does not state the date of the attempted inspection and does not set out to whom it was sent. The customer says that he has received no such email and points out that 10 August 2019 was a Saturday, which is an improbable choice of inspection date for office premises.

10. There is no evidence that the company would not have undertaken inspections of the meter for business premises on a Saturday. I find that a company cannot reasonably be expected to know which businesses are and are not open on Saturdays. I am not satisfied, however, by the evidence that an email was sent to the customer on 21 August 2019 and I find that it is possible that it was not sent.

11. I do not find, however, that this helps the customer. Even if, through oversight on this occasion, the company has failed to follow its own practices, I find that the company has not failed to meet the regulatory requirements imposed by OFWAT. The company's two successful meter readings are one year and one day apart and one reading is in 2019 and the second is in 2020. I find that the company

therefore has meter readings for each year and the company is also well within the OFWAT requirement for a company's own reading to be taken every two years. I find that an average customer would reasonably expect the company to meet the OFWAT requirements for meter readings. A customer would not reasonably expect that the consequence of failing to obtain a more frequent meter reading should be that the company must forgo its right to payment of its bills.

12. While I note that the customer says that readings were previously taken every three or four months, there is no evidence supporting this. I am unaware when this might have been so or whether the practice continued after the opening of the retail water market. Even if the company had previously inspected more often, however, I find that a customer would not reasonably expect that a company could not extend the time between visits, while keeping within the OFWAT guidance.

13. It follows from the above that the company has followed regulatory requirements and, in refusing to offer an allowance, it has followed the wholesaler's practice and policy. This I find to be what an average customer would reasonably expect. While I understand that this situation is causing financial hardship and distress for the customer, a customer would reasonably expect the company to address this by offering a payment plan, and the company offers this in this case.

14. I find that the customer has not shown that the company has failed to supply its services to the expected standard and therefore I am not able to direct that the customer can succeed in his claim for redress.

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.

Claire Andrews
Adjudicator