

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X119

Date of Decision: 03/03/2021

Party Details

Customer:

Company:

Complaint

The customer has a dispute with the company about a high outstanding bill and the company's refusal to grant a leak allowance. The customer asks that the company reduce the amount of her bills and grant her a leak allowance as she has requested.

Response

The company states that the bills as issued are correct and payable. In respect of a leak allowance, the company states that its records show that consumption increased after an internal leak was repaired and so it is not possible to calculate the volume of any water that may have been lost due to the leak. The company has not made any offer of settlement to the customer, and says it has acted in a correct and reasonable manner. It believes the outstanding water bill is correct and payable and the customer does not qualify for a leak allowance.

Findings

The customer has not presented sufficient evidence to support her claim that the company should reduce her outstanding account balance or grant a leak allowance. The high balance is the result of ongoing underpayments by the customer. I am satisfied that under the company's approved Charges Scheme a leak allowance is not payable. Consequently, I find the company has not failed to provide its services to the standard to be reasonably expected by the average person.

Outcome

The company needs to take no further action

The customer must reply by 31/03/2021 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

1. Please see attached decision.

The company's response is that:

1. Please see attached decision.

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.

How was this decision reached?

1. The dispute relates to the customer's dissatisfaction over high bills and the company's rejection of her leak allowance application. The company states that the customer has made insufficient payments leading to a high outstanding balance and it confirms that the outstanding bill issued to the customer is correct and payable.
2. I note that the WATRS adjudication scheme is an evidence-based process and it is for the customer to show that the company has not provided its services to the standard that would reasonably be expected of it.
3. I note that the customer has provided to CCWater a copy of the company e-mail

dated 02 July 2020 but has not submitted any direct evidence in support of her claim to either CCWater or to myself.

4. The company has supplied me with details of meter readings, ADU calculations, bills issued and payments made for the period since the customer took up residence on 14 March 2018.

5. The parties agree that the customer had an internal leak at the property with a toilet continually running. The problem was identified in 30 October 2018, and repaired in December 2018.

6. From the records supplied to me I can see that the customer's ADU actually increased following repair of the leak, both on the original meter and on the new one installed in April 2019. The company offers the explanation that the old meter was under-recording due to its age, and the new meter was recording accurately. However, as the meter was not tested after removal I have no way to be certain that the meter was faulty.

7. On balance, I find that the readings taken by the water meters are accurate, and that the ADU calculations are correct. Thus, it follows that the bills produced by the company are similarly correct, and payable.

8. From the records submitted by the company, I am provided with details of both charges raised and amounts paid by the customer. I can see that the monthly amounts paid by the customer are insufficient to clear the bills as issued. Consequently, I am satisfied that the outstanding balance carried over onto the customer's new WaterHelp account as from 09 May 2019 was correct.

9. I can see that the customer is on the WaterHelp scheme which grants a 50% discount on water bills, and the company has directed the customer to the Dept. of Works & Pensions to identify if she is eligible to benefit from the automatic payments scheme.

10. I find that the charges issued by the company have been correctly applied and are payable by the customer. As such it follows that I shall not direct the company to reduce the outstanding balance the customer has on her account.

11. I note that the customer requests that the company be directed to grant her a leak allowance in respect of the leaking toilet. From my reference to the company's official Charges Scheme, I note the company shall base its estimate of water lost on past usage figures, but as the customer's usage increased after repairing the leak this calculation is not possible. Thus, I am satisfied that the company has correctly and reasonably applied the principles of its own leak allowance procedures.

12. I find that according to the procedures for leak allowances set down in the company's approved Charges Scheme the customer does not qualify for a leak allowance and I shall not direct the company to grant one.

13. Overall, I am satisfied that the customer's high bills are because, for some time, she has been paying amounts of less than owed. Her monthly payments are not enough to cover the costs of water consumed, and as her ADU has increased the

negative balance has similarly increased. I am satisfied that the company has behaved correctly and reasonably and that the bills as issued are payable by the customer. Similarly, I am satisfied the customer does not qualify for a leak allowance.

14. In summary, I find that the customer has not provided sufficient evidence to justify the claim.

15. My conclusion on the main issues is that the company has not failed to provide its services to a standard to be reasonably expected by the average person, and therefore, my decision is that the claim does not succeed.

Outcome

1. The company does not need to take 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.

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Peter Sansom
Adjudicator