

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-XX10

Date of Decision: 08/02/2021

Complaint

The customer received a high bill in February 2017. An independent engineer found no evidence of a leak or unusually high usage. However, the company has said that it will not accept liability for the spike in consumption and refused to remove the disputed balance. The company has also provided a poor level of customer service. The company has delayed the process at every step which makes investigation of the issue impossible. Queries were left unanswered, the complaints procedure was not followed, information has been misinterpreted and there were months between correspondence. The customer has asked for an apology. The customer has also asked that the company remove the disputed balance from the bill and pay £2,500.00 compensation for distress and inconvenience.

Response

This issue arose before market opening on 1 April 2017. At that time, X Company 2, the wholesaler, had an actual meter reading of 9153m³, but it did not use this reading to produce an invoice. Had the account been billed to this reading the customer would have been alerted to the increase in consumption sooner, and the consumption would have been spread across a longer period. The high consumption could have been due to renovation works. There have been a number of customer service failings and it has applied a total of £310.00 in credits to the customer's account.

Findings

A WATRS adjudicator can only consider claims made against the company, so no findings can be made in relation to X Company 2. The company contacted X Company 2 on the customer's behalf and submitted requests for a supply check which was undertaken by X Company 2. X Company 2 did not find any problems with the supply or the meter. It falls outside of my remit to challenge X Company 2's findings. The evidence shows that the outstanding balance is based on actual meter readings. There is no evidence to show

necessary in order to enforce the decision.
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that the meter readings used cannot be relied on. I find no failings on the company's part in relation to the high consumption bill. However, the company failed to provide its services to the customer to the standard to be reasonably expected in relation to the level of customer service provided on numerous occasions.

Outcome

The company should pay the customer further compensation in the sum of £190.00. An authorised representative of the company should give the customer a written apology for the level of customer service provided.

The customer must reply by 08/03/2021 to accept or reject this decision.

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Date of Decision: 08/02/2021

Party Details

Company: X Company

Case Outline

The customer's complaint is that:

1. • The charity received a high consumption bill in February 2017 and has been trying to resolve the matter with the company ever since. • The charity sought advice from an independent engineer who provided a report based on his assessment carried out over an eight day period. The independent engineer found no evidence of a leak or unusual usage, and usage was significantly different to that of the disputed period. • The engineer stated that for the billed period, the water would have had to have been running for 4 hours per day or 34 consecutive days. Given there is no evidence of a leak, no evidence of the outdoor taps being run and the septic tank not needing to be emptied, the charity questions how that amount of water could have been consumed without anyone noticing. • The company was provided with a copy of the report. When the company asked X Company 2 to attend and inspect the meter, the charity asked the independent engineer to be on site at the same time so there could be no avoidance of doubt into the engineer's findings. To date no reasonable assessment can be made as to where the spike in consumption has arisen and they reached an impasse. • A supply check was completed on 6 December 2017 and the meter at the time read 9661m³. X Company 2 engineers reported "When arrived movement on the meter for around 15 mins and looked to be coming from toilet. Customer advised this is how it works. No other leaks or faults found." However, in correspondence from the Complaints Team it is stated that a leak was identified. • The Complaints Team's diagnosis is not correct, nor does it align with the account provided by the engineer. The engineers did not enter the property and did not identify a leaking toilet. The independent engineer informed them that the water flow was due to the automatic urinal flush filling. • The charity communicated with X Company disputing the statement from the X Company 2 engineers which later proved to have been falsified when comparing the supply check report with the final response from the Complaints Team. • Nearly two years after the issue in March 2019, at Stage 1 of

their process, the company stated that it would not accept liability for the spike in consumption. • The charity received no final decision from X Company or signposting to escalate the complaint. • Throughout the period a whole host of late payment & debt collection fees were added. • On 22 April 2020, Past Due Credit Solutions contacted him claiming that it had been instructed by X Company to take recovery action to reclaim the outstanding amount. On contacting the number provided by the debt collection agency, the agent answered as if he worked for X Company but when pressed could not work out whether he worked for X Company or the debt collection agency. He feels that X Company are employing unscrupulous tactics to frighten people into paying unjustifiable bills by having their staff pretend to be a debt collection agents. • On 9 June 2020, the company issued its Stage 2 complaint response stating that the issue was caused by a leak and it would not engage in any further correspondence regarding the complaint. • The company has refused to remove the dispute balance. The company also states there would be no merit in arranging a visit now as this would not demonstrate what occurred in 2017 and that the consumption has since been consistent. • The company has delayed the process at every step which makes investigation of the issue impossible. He has also challenged the validity of the readings used by X Company when the account was opened. • The customer has asked for an apology. The customer has also asked that the company remove the disputed balance from the bill and pay £2,500.00 compensation for distress and inconvenience.

The company's response is that:

1. • It became the retailer for X Location from 1 April 2017, the matter appears to have arisen prior to market opening. • Prior to X Company becoming the retailer X Company 2 had an actual read of 9153m³, however X Company 2 did not use this reading to produce an invoice. • X Company 2 produced an invoice for £221.01 on 28 February 2017 using an estimated read of 8693m³, an actual read of 9435m³ had been taken by the meter readers on 13 February 2017, but this read was not used to produce the invoice. • Following the receipt of a read of 9531m³ on 11 August 2017, it identified that the account for X Location had been invoiced to estimated reads that were not in line with the actual reads that had been received. • It validated the read 9435m³ from 13 February 2017 and invoiced the account to the read received 11 August 2017 of 9531m³, this invoice was for £1,272.86. • X Company 2 took a read on 13 June 2016 of 9153m³ had the account been billed to this read they would have been alerted to the increase in consumption sooner, and the consumption spread throughout a longer period. • The charity's website refers to plans being submitted for renovation of the changing rooms, toilets and kitchen in July 2015. It could be if there has been in the water consumption due an increase in the number of toilets, or new equipment added to the kitchen for example a dishwasher could also be an

explanation for the increase in consumption. • Based on readings taken 18 February 2019 (9740m3) and 4 September 2019 (9761m3) average daily consumption is around 0.10m3. • On 26 May 2020 The Customer explained he had been talking to Past Due Credit, who initially told him they were X Company, but later confirmed they were in fact working for Past Due Credit, this feedback has been passed onto X Company's Head of Customer Experience. Past Due Credit are an external collections agency who work on its behalf. Accounts are passed to Past Due Credit if a debt older than 90 days remains outstanding. • During its call with The Customer it was arranged for the account to be recalled from the collections process and all late payment fees had been removed from the account. • It has previously applied gestures of goodwill for service failings to the customer's account. On 14 May 2018 it applied a total of £60.00, on 23 June 2020 £50.00 and on 16 July 2020 £20.00. A total of £130.00. • In addition it has also now identified further service failings and applied an additional £180.00 gesture of goodwill. The account balance is £968.00 as a further gesture of goodwill X Company can offer an extended payment arrangement of 24 months to clear this 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.

Customer: The Customer

How was this decision reached?

1. Adjudication is an evidence-based process. 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.

2. It is not part of the adjudicator's function to carry out an independent investigation of the facts, or for instance, contact witnesses. If evidence is said to be relevant, it should have been submitted to WATRS.

3. The customer has asked for advice in his Comments. Please also note that WATRS is a neutral organisation appointed to decide a dispute. WATRS does not give advice or work on behalf of either of the parties.

General Data Protection Regulation (GDPR)

4. Please note that any allegations of breaches of the GDPR fall outside the remit of WATRS and cannot be considered under this Scheme.

Wholesaler and Retailer

5. In April 2017, the water market in England opened up to retailers and all non-household customers were moved to a retail/wholesale structured service.

6. The evidence shows that the company is the retailer of sewerage services to the customer and X Company 2 is the wholesaler. Retail companies and wholesale companies are separate organisations. The customer has a contractual relationship with the retailer but not the wholesaler. Under the Water Redress Scheme, a customer can only make a complaint against the company they have a contractual relationship with. Therefore, I can only make findings relating to the issues between the customer and the company. I cannot make any findings in relation to X Company 2.

High consumption bill

7. Higher than expected consumption was recorded at the property between 2016 and 2017.

8. The evidence shows that X Company 2, and not the company, is responsible for investigating high consumption claims.

9. The company contacted X Company 2 on the customer's behalf. X Company 2 carried out a supply check on 6 December 2017. The company has submitted a copy of the wholesaler's report in evidence.

10. The wholesaler confirmed that the meter serves the customer's property alone.

11. In its report, the wholesaler also noted that when it arrived for the site visit there was "movement on the meter for around 15mins and looked to be coming from toilet. Customer advised this is how the toilet works. No other leaks or faults found. Confirmed that the issue may be due to toilet. Other than that the customer query

seems to be resolved.”

12. The wholesaler did not find any problems with the supply or the meter. In his Comments on the Preliminary Decision, the customer has confirmed that the Independent Engineer did not inspect the water supply or water meter.

13. The evidence submitted to this adjudication shows that the outstanding balance is based on actual meter readings.

14. The customer also disputes the authenticity of the readings used by the company.

15. However, evidence has not been submitted to this adjudication to show that the meter readings used cannot be relied on. I am also mindful that customers share the responsibility to check their consumption by taking regular meter readings themselves if the meter is easily accessible. There is also no evidence to show that the company is under an obligation to monitor customers’ consumption and notify customers if it considers that their usage is higher than expected. Customers should therefore take regular meter readings themselves and not solely rely on their bills, or their water and sewerage providers to alert them to unexpected high consumption.

16. The wholesaler suggests that a toilet in the property may have been the cause of the issue. The customer explains that the independent engineer informed X Company 2 that the water flow was due to the automatic urinal flush filling, and that the X Company 2 engineer did not enter the property or inspect the toilets. The customer says that the toilet had been operating in the same way for over a decade prior and up until January 2019 with no issues or excessive water usage. I also note that the customer explains that contrary to the company’s statements about planned renovation works being referred to on the charity’s website, no works were carried out until January 2019 because of lack of funds.

17. The customer has also explained the charity’s financial circumstances. I can appreciate the difficulties the charity must be facing and I also appreciate that it will be disappointed that the high consumption bill cannot be considered under this adjudication. However, having carefully considered the matter, I find no failings on the company’s part in relation to the high consumption bill. The evidence shows that the company contacted X Company 2 on the customer’s behalf and submitted requests for a supply check, which was undertaken by X Company 2. X Company 2 has stated that there was no issue with the supply or meter. It falls outside of my remit to challenge the wholesaler’s findings. As explained above, any claim or complaints against X Company 2 cannot be considered under this adjudication. The company’s duty is to contact the wholesaler and raise issues on behalf of the customer, and the company fulfilled

this duty. I therefore find no failings on the company's part in this regard.

Customer service

18. Notwithstanding the above, it is clear that there have been numerous service failings by the company during the period of this dispute.

19. The company itself has listed 14 separate occasions when it failed to provide a reasonable level of customer service including failing to respond in full or at all to a number of letters and emails sent to the customer, sending correspondence to incorrect addresses and providing incorrect information in correspondence. The company has applied a total of £310.00 to the customer's account for these failings.

20. In light of the X Company 2 supply check report, I also accept the customer's complaints that the Complaints Team incorrectly stated that X Company 2 engineers checked the toilets in the property and confirmed the toilets were leaking. There is no indication that the X Company 2 engineers entered the property or confirmed a leaking toilet. The X Company 2 report suggests that this may be the cause.

21. Having considered the correspondence submitted, it is also not clear that the company always informed the customer of its complaint procedure or escalation process. Given that the customer continued to raise numerous complaints about the issue over a significant period, the company ought to have escalated the matter itself, but it did not do so. The company says that it logged correspondence from the customer on 18 April 2018 as a Stage 1 complaint on its system. There is no evidence that the customer was informed of this. It also is not clear when the company deemed the customer to have gone through Stage 2 of its complaint procedure. Correspondence suggests that this was on 9 June 2020; some three years after the issue was raised. I also note the customer's Comments that the company delayed the process further by informing the Consumer Council for Water (CCW) that the complaint was at Stage 1 despite having issued with a Stage 2 response.

22. The company also failed to provide its services to the customer to the standard to be reasonably expected by the average person in relation to the above.

Redress

23. The customer asks that the company remove the disputed balance from the bill. However, as discussed above, there are no failings on the company's part in relation to the high consumption bill. I can therefore make no directions in this regard.

24. The customer also asks that the company pay £2,500.00 compensation for distress and inconvenience. I have found that the company failed to provide its services to the customer to the standard to be reasonably expected in relation to the level of customer service provided. I am satisfied that the customer is entitled to a measure of compensation for the stress and inconvenience caused. I note that the company has already paid the customer £310.00. Having carefully considered the evidence provided, bearing in mind the additional failings set out above, I am not satisfied that this sum is sufficient, and fair and reasonable for all the failings shown. I had initially awarded the customer a further £90.00 compensation for the failings shown. However, following the customer's Comments on the Preliminary Decision in which the customer reiterated that the company had failed to properly engage with the charity, I have increased the additional compensation amount to £190.00 – therefore a total of £500.00 when combined with the £310.00 already paid. Taking into account the customer's explanations that he had to contact the company on numerous occasions across a number of different channels, and that the company significantly delayed in following its complaints procedure – with a three year gap between Stage 1 and Stage of its complaints process, I find a further sum of £190.00 to be a fair and reasonable level of compensation, and in line with WATRS Compensation Guidelines. I therefore direct that the company pay the customer further compensation in the sum of £190.00.

25. In respect of the customer's request for an apology, an authorised representative of the company should give the customer a written apology for the level of customer service provided.

Outcome

1. The company should pay the customer further compensation in the sum of £190.00. An authorised representative of the company should give the customer a written apology for the level of customer service provided.

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.

- If you choose to accept this decision, the company will have to do what I have directed within 20 working days of the date in which WATRS notifies the company that you have accepted my decision. If the company does not do what I have directed within this time limit, you should let WATRS know.
- If you choose to reject this decision, WATRS will close the case and the company will not have to do what I have directed.
- If you do not tell WATRS that you accept or reject the decision, this will be taken to

be a rejection of the decision. WATRS will therefore close the case and the company will not have to do what I have directed.

Uju Obi
Adjudicator