

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

**Adjudication Reference:** WAT-XX48

**Date of Decision:** 23/02/2021

#### Party Details

**Customer:** Customer

**Company:** XWater

#### Complaint

The customer received a higher than normal bill and, after investigating, the company found and repaired a customer side leak and awarded a leak allowance; however, the customer's bills remained high. The company replaced the water meter, but the old meter was found to be under-recording, not over-recording, and the readings from the new meter also show high usage. The customer is concerned that the company is not billing him correctly, and he wants the company to reduce his charges in line with the amount of water he actually uses.

#### Response

On 21 April 2018, the company found an external customer side leak at the customer's property, repaired it free of charge, and applied a leak allowance to the customer's account. The customer remained dissatisfied, so the meter was removed, tested and found to be under-recording, and the new meter confirmed the customer's high consumption. A smart meter has been fitted at the customer's property and the readings confirm that there are no leaks. The customer wants the company to reduce his charges to accurately reflect the usage at his home, however, the billing evidence and meter reads provided in evidence show that the customer's usage is being accurately recorded, and the balance on the customer's account is correct and payable. Therefore, responsibility to reduce the customer's bill is denied.

The company has not made an offer of settlement.

#### Findings

Having reviewed the evidence provided by the parties, I find that the disputed charges are the result of high but accurate meter readings and, in the absence of evidence to confirm a leak or meter fault for which the

company is responsible, I accept that the company is not obliged to adjust the customer's bill under its Charges Scheme. On the balance of probabilities, I therefore find the disputed charges to be 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 reduce the charges on the customer's account. In view of the above, the customer's claim does not succeed and I make no direction to the company.



The company does not need to take any further action.

The customer must reply by 23/03/2021 to accept or reject this decision.

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## Case Outline

### **The customer's complaint is that:**

1. • Approximately six months ago, he received a water bill for £800.00. There are only three occupiers in his property, yet the bill was almost double the amount his neighbours paid and they have five people in their household. • He contacted the company and asked it to check his property for leaks and make sure it was not on a shared supply. The company found and repaired a customer side leak and awarded a leak allowance, and also confirmed he is not on a shared supply. However, after the leak was repaired, his bills did not go down. • The company replaced the water meter and conducted a water efficiency visit, but when the old meter was tested it was shown to be under-recording and, since the installation of the new meter, the readings have remained high. • He believes there may be a problem that the company has not found, and he is concerned that the company is not correctly billing him for the water being used at his property. Therefore, he wants the company to reduce his bill in line with the amount of water he actually uses.

### **The company's response is that:**

1. • On 21 April 2018, it found an external customer side leak at the customer's property. At that time, it had a free, goodwill offer to repair customer's leaks within certain terms and conditions. The customer was eligible for the free repair and this was completed on 30 July 2018. • A series of meter readings were taken to satisfy both parties that the leak had been repaired and to calculate a leak allowance. It calculated that the amount lost to the leak equated to £340.21 and this amount was removed from the customer's account balance. • On 18 October 2018, an engineer visited the property and confirmed the leak had been completely repaired, the meter was not connected to a shared supply, and the meter was not showing any use at all at the time of the engineer's visit. • On 16 November 2019, it conducted a Smarter Home Visit and the technician checked all internal fittings and fixtures; no leak or plumbing faults were found. A number of water saving devices were fitted or left at the property free of charge, to help the customer save water and reduce his bills. • However, the customer was not happy with the outcome of the investigations so, on 14 December 2019, a technician visited the property and once again confirmed that the meter only served the property and there were no leaks or other issues on the water supply. • The customer remained dissatisfied, so it removed

the meter and sent it to an independent laboratory for testing. The meter was found to be under recording the customer's usage, not over-recording it, but it did not seek to recover any under billing, or remove the leak allowance it had given the customer.

- The customer has a new smart meter and the meter readings are downloaded constantly through every 24 hour period. The readings show that there was usage of just over 1000 litres per day between 1 and 15 October 2020 but, since then, the use has settled back to similar historic levels of use for the customer's household.
- On 6 January 2021, CCW called to request information about the water usage recorded on the new smart meter. It checked its system showing the hourly water usage and advised that there are periods of zero consumption showing throughout the day on some occasions and, on other occasions, there appears to be usage through the early hours of the morning. As such, there is a possibility that the customer may have an intermittent plumbing fault on an appliance inside the home, but certainly not a leak because this would be a continuous flow every day. Alternatively, someone in the household may be using the facilities during the night. In any event, as all internal plumbing is the responsibility of the home-owner, it suggested that the appliances in the home should be checked for faults by a plumber. However, if an internal leak is found, it has no responsibility to investigate it, or repair it, or provide a leak allowance, and the customer's bill would not be reduced.
- The customer says he is worried he is not being accurately billed for the water being used in his home. However, his bills based on his old meter were too low because the meter was under recording, and the new meter is recording accurately. All new meters are tested for accuracy before leaving the supplier and all water passing through a meter must be paid for, irrespective of whether it is used by the occupiers or lost to an internal plumbing fault.
- Also, whilst it accepts that the customer is using more than expected for three occupiers, this does not mean that the water is not being used; every household uses varying amounts of water and some are careful with their use, whilst others are not.
- The customer wants it to reduce his charges to accurately reflect the usage at his home; however, the billing evidence and meter reads provided show that the customer's recorded usage is correct and his account balance is payable. Therefore, responsibility to reduce the customer's bill is denied.

### 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. 1. Having reviewed the evidence presented by the parties, I accept that the consumption recorded on the customer's old and new meter is high compared to the average consumption in a similar sized household. However, I also accept the company's assertion that high consumption in itself does not prove a leak or a fault which would justify a reduction in charges. Therefore, in order to find that the customer is not responsible for paying the full charges on his account, the evidence must persuade me that the consumption recorded on the meter readings is inaccurate due to a leak for which the company is responsible, or a faulty meter.
2. The evidence shows that, since repairing the customer side leak in July 2018, no leaks on either the customer's pipework or the company's pipework have been found, the old meter was tested and the collaboration report showed no fault that could have resulted in overcharging, and the new meter is, on the balance of probabilities, recording correctly. Therefore, the evidence provides no explanation for the high consumption, other than that the customer has used the water. The evidence suggests that there may be a fault on one of the customer's appliances, but I accept that, even if there is, the company would not be responsible for reducing the customer's bill because of it.
3. 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 reduce the customer's charges. 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 reduce the bill, and I find the charges on the customer's account payable in full by the customer.
4. I appreciate that my 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. Accordingly, the customer's claim does not succeed.

## 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.

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**Kate Wilks**  
**Adjudicator**