

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X326

Date of Decision: 20/04/2021

Party Details

Customer:

Company:

Complaint

The customer claims that the company has overcharged him as his consumption does not reflect his household usage. Furthermore, once his issues were raised, the company provided poor customer service. The customer is seeking the company to apologise, reduce his bill to the national average and pay compensation of £100.00 for the inconvenience and distress incurred.

Response

The company says that it has found no fault with the meter installed at the customer's property, and no leaks have been found. The customer's water consumption is correct, and the increase is attributable to the national lockdown when his property was occupied more often than usual. As a goodwill gesture, the customer's bill was cancelled and reissued based on a lowered consumption than recorded by the meter. The company admits some failings regarding customer service for which the customer has already been compensated. Therefore, no further sums are due. The company has not made any further offers of settlement.

Findings

I find the customer has not proven that the company failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning its charges. Furthermore, I am satisfied there have been no failings concerning customer service, for which the customer has not already been adequately compensated.

Outcome

The company needs to take no further action.

The customer must reply by 18/05/2021 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

• The company has overcharged him as his consumption does not reflect his household usage. • Furthermore, once his issues were raised, the company provided poor customer service. • The customer is seeking the company to apologise, reduce his bill to the national average and pay compensation of £100.00 for the inconvenience and distress incurred.

The company's response is that:

• It has found no fault with the meter installed at the customer's property, and no leaks have been found. • The customer's water consumption is correct, and the increase is attributable to the national lockdown when his property was occupied more often than usual. • As a goodwill gesture, the customer's bill was cancelled and reissued based on a lowered consumption than recorded by the meter. • The company admits some failings regarding customer service for which the customer has already been compensated. Therefore, no further sums are due.

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. The dispute centres on whether the customer's consumption reflects his household usage and whether he has been billed correctly.
2. The company must meet the standards set out in OFWAT's Charges Scheme Rules, the Water Supply and Sewerage Services (Customer Service Standards) Regulations 2008 and the Water Industry Act 1991.
3. Furthermore, the company also has certain obligations regarding its customer services as set out in the OFWAT Guaranteed Standards Scheme and the company's Customer Guarantee Scheme.
4. Under Sections 142 and 143 of the Water Industry Act 1991, the company is permitted to charge for water and wastewater services provided and make a Charges Scheme which essentially fixes charges to be paid for services provided. However, as made clear at WATRS Rule 3.5, "any matters over which OFWAT has powers to determine an outcome" cannot be considered by WATRS. The question of whether a company has adhered to Sections 142 and 143 of the Water Industry Act 1991 is a matter for OFWAT to determine, and therefore I will make no findings on this matter in this decision.
5. From the evidence put forward by the customer and the company, I understand the customer's partner called the company asking for a refund of the credit that remained on the account after the bill for the period 15 August 2019 to 24 August 2020 had been issued. As of this date, the account showed a credit of £375.92.
6. On 15 September 2020, the customer contacted the company as he could not locate his online bill. The evidence shows that the company apologised and confirmed that the refund previously agreed was being processed.
7. On 16 September 2020, the company contacted the customer to see if he was satisfied with his recent contacts with the company. The customer advised that he was not happy with the previous contacts as his queries had not been resolved and a refund had not been received. I understand that the customer also requested an explanation as to why his monthly payment plan was so high. The evidence shows that the company refunded the entire credit balance in two separate transactions within September 2020.
8. The evidence also shows that the company explained to the customer that the meter reading of 136 recorded on 19 February 2020 and the reading of 217 recorded on 24 August 2020 showed a higher consumption than would be expected from a two-person household. The average daily consumption recorded at the customer's property was around 433 litres. The company confirmed the refund was being processed and would be returned to the nominated bank

account. The company explained that the customer had not received an online bill in February 2020 because invoices are now sent annually and not every six months.

9. I understand that the customer was requested to undertake a leak test to establish whether a leak was the cause of the increase in consumption. The evidence shows that a leak test was not undertaken until 10 November 2020, when it was established that no leak existed at the customer's property. The company suggested the customer take two separate meter readings a week apart and utilise the water usage diary tool from the company's website to keep a record of all water drawn from the public supply during the week, whilst continuing to use water as the household normally would.

10. Further discussions took place between the parties. However, no leaks or faults with the customer's meter was found. It was noted that the higher consumption had been recorded during the Coronavirus lockdown when consumption had increased generally for everyone, and the customer was advised that as no leaks had been found and the meter was recording correctly, the issued bill was accurate and would not be reduced.

11. The customer remained unhappy with the company's response and progressed his complaint to CCWater. As a result of the discussions with CCWater and the analysis of the breakdown of the charges, including consumption, payments, and meter readings, the company applied £100.00 to the customer's water services account as a goodwill gesture due to the inconvenience caused by the time taken to investigate his complaint. In addition, a Guaranteed Standards Scheme payment of £20.00 was applied as a result of the delay responding to customer's email dated 8 December 2020.

12. However, the customer remained unhappy, and on 22 February 2021, commenced the WATRS adjudication process.

13. Regarding the customer's comments that he has been overcharged and for the company to reduce his bill to the national average amount, the evidence shows that there were no leaks or errors with the company pipework and meter. I note that the higher consumption had been recorded during the Coronavirus lockdown when consumption had increased generally for everyone, and after careful analysis of all the documentation put forward in evidence, I find that this is the most likely reason for the increase in consumption. The evidence shows that the company has already revised its bill based on the average consumption of 389 litres per day as opposed to 435 litres per day. Bearing this in mind and the fact that the customer in normal times has higher than average consumption for a two-person property, I find that the company has not failed to provide its services to the standard one

would reasonably expect with regard to billing. Accordingly, I find the company does not have to reduce the customer's water bill further.

14. The company has certain obligations in respect of its customer services. From the evidence provided, I am satisfied that the company accepts it provided poor service in this respect. This poor service is explained within the company's response. After careful consideration of all the evidence put forward by both parties, I find the goodwill payment of £100.00 and the Guaranteed Standards Scheme payment of £20.00 is appropriate compensation for the failings regarding the delay in contacting the customer.

15. The customer has requested an apology from the company. Having carefully considered the various correspondence put forward in evidence, I am satisfied that the company has failed to provide its services to the customer to the standard to be reasonably expected by the average person as explained above. Furthermore, I am satisfied the company has sufficiently apologised and paid recompense where appropriate within its dialogue with the customer. Therefore, I find the company is not required to provide a further apology.

16. In light of the above, I am satisfied the company did not fail to provide its services to the customer to the standard to be reasonably expected concerning the customer's charges. Furthermore, I am satisfied there have been no failings concerning customer service, for which the customer has not already been paid adequate compensation, as the company has provided a good level of service at all other times throughout its dialogue with the customer.

Outcome

1. The company needs to take no 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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Mark Ledger
Adjudicator