

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-XX49

Date of Decision: 20/05/2021

Party Details

Customer: The Customer

Company: X Company

Complaint

The customer complains that the company has billed him incorrectly because it has not acknowledged that his current bills are comparable to the incorrect billing that occurred when his water meter was malfunctioning and the company has given poor customer service. He wants the company to review his complaint and decide if a further gesture of goodwill should be granted or the balance of the account altered.

Response

The company says that it has provided compensation for service errors and a significant gesture of goodwill but the billing is correct. The previous meter was not measuring incorrectly even though it made a knocking noise. The customer has not been incorrectly billed and the company should not be required to take any further steps.

Findings

The customer has not proved that he has been incorrectly billed for water. Although the engineer attending his property on 27 November 2020 referred to a need to check the meter readings for consistency, he did not find a fault and there is no evidence to show that the meter was faulty, especially as this was consistent with readings taken by the new meter. Goodwill measures with a total value of £1195.25 have been made. I find that although the company's service errors did not meet the expected standard, an average customer would not expect the company to apply further compensation.

Outcome

The company is not required to take further action.

The customer must reply by 18/06/2021 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

• The company has billed and metered his water incorrectly. • He challenges the company's statement that the consumption registering on the meter serving his property is the same as the previous meter and says that the company ought to alter the balance of his account. • He says that previously a technician from the company told him that there were irregularities on the consumption registering on the old meter and that therefore the current reading must be wrong. • In addition, the customer says that he has received extremely poor customer service. • The company has removed the balance on the account of £369.88 as a gesture of goodwill for the customer service and delays but the customer wants the company to review his complaint and alter the balance of his account or increase the gesture of goodwill given to him.

The company's response is that:

• The customer received an estimated bill dated 19 March 2020 and then submitted his own meter reading which meant that a revised bill, using his actual meter reading, was subsequently sent to him. As the revised bill was higher than previous bills, the customer contacted the company on 7 April 2020. • Due to the pandemic, the company was not fulfilling its normal service levels which led to delays in investigating the cause of the customer's higher than normal bill. When in due course the company did investigate, no leak on the supply was found and the charges raised were deemed to be correct. • Whilst investigating the possible leak, the engineer noted that the billing team should check previous meter readings to ensure that they were consistent. He also noted that the meter connected to the private water supply made a knocking noise whilst water was travelling through it. The customer's historic billing was not inaccurate, however. • The company says that, although its services have fallen below the level it ordinarily strives to provide, it has compensated the customer and given further gestures of goodwill. This includes a gesture of goodwill relating to the former balance and the in respect of the most recent bill, because the company, in error, failed to issue bills for one year. • The company does not agree that previous billing was inaccurate.

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.

Neither party has requested changes from my Preliminary Decision.

How was this decision reached?

1. I find that two questions arise in this case. The first is as to the accuracy of the bill raised by the company on the basis of the customer's meter reading in March/April 2020 and the second issue relates to the company's customer service, including its goodwill gestures.
2. In respect of both matters, I bear in mind that adjudication is an evidence-based process and that it is for the customer to show that the company has failed to provide its services to the standard that would reasonably be expected.
3. The documentation submitted by the parties and by the Consumer Council for Water (CCWater) shows, I find, as follows:
 - It is common ground in this case that the property in question is rented accommodation with four occupiers and it is a shared house rather than a family household. The customer does not live in this property although the company says that he may own another home in the same road. The customer says that the residents of the property are aged from 58 years to 76 years and make limited use of water. They do not have uniforms or participate in physically demanding sports and he says that he would not expect significant water use.
 - In March 2020, the company sent a bill dated 19 March 2020 based on an estimated reading of his meter. The customer then took his own reading which he sent to the company. The company issued a revised bill in a larger sum.
 - The customer complains that he called the company on 7 April 2020 querying the

very high water bill of £739.88. He says that he was not advised of the process regarding sending an engineer, or what he could do to mitigate the problem or that he could freeze his account while the issue was investigated. At the time, the customer says that he had a choice of two plumbers who could have assisted him but due to lack of information and advice, he assumed that the company would sort out the issue. The company has no notes of the content of this call, although it has a record that a call by the customer was made on that date. In the absence of such notes, I find that there is no reason not to accept the customer's account of the events. I find that both the lack of customer support and information and the failure to keep notes failed to meet a standard of service that an average customer would reasonably expect.

- One month later, on 11 May 2020, the customer contacted the company again. The customer says that he was told that there were no notes on the file and that the account should have been frozen as the customer was disputing the bill. The customer says that this was a worry as the customer could have received debt collection letters. The company's agent advised that she would freeze the account. He was told that no engineers were attending due to the pandemic, even though the water meter was on a public footpath. The company's notes show that the customer was told how to investigate whether there was a leak, and he was told the location of the inside stop valve. The company's notes also show that the customer was asked to call back in a few weeks to see if engineers' visits had restarted. As the company's notes appear to have been recorded at the time of the conversation between the company and the customer, I accept these as good evidence that the agreed expectation was that the customer would contact the company again.

- The customer says he expected to be called back after this conversation, but no callback was received, so on 22 June 2020, the customer called the company again. I find that the customer's recollection of who was to contact whom was incorrect. Having regard to the company's records, I find that he was, however, told that still no engineers were being sent out due to the pandemic.

- The customer then received a letter dated 8 July 2020 saying that the "flexible payment period will end soon" and that the payment plan may be cancelled and recovery action taken. The customer says that he had never been on such a plan and he did not understand this letter. The company has put forward no explanation for this communication. I find that sending the customer a letter that did not address the circumstances of his account was a matter that did not meet expected standards.

- The customer called again on 12 August 2020. The customer says that he was told that engineers had been going out to customers since early August and wasn't

sure why no-one had looked into the customer's issue. The agent also advised the customer about a leak allowance and said he would receive a call within 10 days. The company's notes, however, say that the visits had not recommenced but that the company would call in 10 days. Although the customer says that no call occurred, the company has a record that it spoke to the customer on 2 September 2020 to tell him that engineers' visits had not recommenced, but that the customer should make a payment. As the company has a note of this conversation, I find that it is probable that this took place, but it was not within the 10 day period promised. This also was, I find, a shortfall in customer service.

- The customer at this point decided that he would make payment of £350.00 to avoid receiving debt letters.
- On 6 September 2020 the customer rang the company again and spoke to somebody who checked the account. The customer says that the call went quiet and he put the phone down. He did not receive a call back and sent an email of complaint on 12 September 2020.
- On 27 September 2020, the customer contacted the Consumer Council for Water (CCWater).
- On 6 October 2020, the company spoke to the customer on the telephone but, I find on the basis of the company's records, the person answering the phone declined to provide his address and asked the company to send a letter. The company then wrote to the customer and confirmed the advice given on the telephone that the company was not able to book an appointment unless the address was confirmed and this had not happened. The company invited the customer to contact the company.
- On 13 November 2020, the customer contacted the company. He explains that he had not done so previously due to work and childcare commitments. The customer was annoyed that the company told him that it was not on that day able to arrange for an engineer to help but that the customer would be contacted.
- On 27 November 2020, an engineer attended and found no leak. The company says that the engineer found a knocking noise in the meter and said that he would carry out a check for consistency. This is borne out by an internal record that states 'I have proved this meter to serve this property at the same time proved correct reading for today need to confirm if its consistent with previous reads and there is a knocking noise coming from the meter when the water us running in the house. Can we please look in to OK this.'
- The customer complains that he has not previously seen the report of this event and the company has not carried out calibration or testing of the meter.

Nonetheless, I do not find that report to state that the engineer had found inconsistency or that the meter was reading incorrectly. In contrast, the engineer found that the meter was reading correctly for that day: the completion code for that record was no fault found’.

- On 30 November 2020, the customer contacted CCWater, saying that an engineer had attended and that the company had found no leak but that the meter readings were inconsistent. The customer said that he would like the sum of £350.00 repaid to him.
- On 1 December 2020, the company told the customer that there was no inconsistency and that it was not surprised at the higher level of consumption at the property because homes in multiple occupation tend to have higher bills.
- After certain further correspondence, on 25 January 2021, the company changed the meter. It did not test or calibrate the meter and says that it would not have been practice to do so.
- On 22 February 2021, following the intervention of CCWater, the company told the customer that it would not make any changes to the billing because it believed the old meter to have been measuring the volume of water used consistently and in line with the new meter. It agreed, however, to waive the outstanding balance of £369.88 due to the customer service issues that the customer had experienced. The customer was incorrectly told that this was a waiver of the bill to 3 September 2020.
- On 8 March 2021, the company confirmed that the meter reading to that date was consistent with the earlier meter readings.

4. The company has subsequently discovered that it had incorrectly placed a hold on his account from 11 May 2020, which meant that the customer had not received a further bill after the revised bill sent in April 2020. Because of this, the customer’s bill from 30 March 2020 to 29 March 2021 was £1,656.83. As a further gesture of goodwill, the company has applied £828.41 – half the amount of the bill.

5. In respect of the complaint about the water metering, I find as follows:

- Although the customer says that the water consumption is higher than his family of four where sports are regularly played, there are two cars, the windows are washed and the lawn watered and various visitors attend and cooking, washing and cleaning are constant, with children’s demands, washing uniforms, and frequent water spills et cetera, there is no clear evidence about the water consumption of the occupants of the relevant property. There is thus no direct evidence that the metered water supplied to the property exceeds the needs of the

occupants.

- Although there was a knocking noise in the meter found in November 2020, it does not follow from this that the meter was not recording the water used. I find that the customer has put forward no persuasive evidence that the meter was not measuring the water correctly.
- The company has set out in its response to this application its reasons, which are a matter of policy, for not testing the calibration of the meter that was removed. I find that as no fault was found with the meter, and the knocking noise is, as the company explains, consistent with wear on a part or the presence of a water hammer, the company would not reasonably have been expected to submit the meter for calibration testing.
- That the meter was likely to have been reading correctly, is also borne out by its consistency with the new Smart meter readings obtained by the company. It is improbable that this new meter also is faulty and therefore it is likely that the old meter was measuring correctly.
- The company has looked into whether there is evidence from the new Smart meter of a leak within the property, which in any event is a matter for which the customer would be responsible, and it has not found persuasive evidence of this.

6. Taking all the above matters into account, I find that the customer has not shown that the company has billed him incorrectly in March/April 2020 for water use at the property. Moreover, I further find that the company has investigated the customer's complaints extensively. I find that the customer has not proved that the company failed to provide its services to the correct standard in relation to the measurement of water.

7. As for the company's customer services, the company has accepted that there were significant failings which I have also referred to above, but it has also applied a significant level of compensation by way of goodwill gestures. The company has explained that in respect of the gesture of £369.88, for the customer service failings in question it would normally offer only £150.00. Additionally, in relation to the incorrect statement that the bill had been discharged until September 2020 as well as the failure to bill the customer for a year, the company has made a gesture of half the bill. The total figure by way of financial remedy is therefore £1,195.29.

8. While I have found above that the company's service failings fell short of the standards that would reasonably be expected by an average customer, I also find that an average customer would not reasonably expect the company to give further compensation for these matters.

9. Accordingly, I do not direct the company to take any further action.

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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Claire Andrews
Adjudicator