

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X374

Date of Decision: 18/05/2021

Party Details

Customer: The Customer

Company: X Company

Complaint

The customer claims that she has been incorrectly charged for excess water consumption, which she alleges is due to either a faulty meter, shared supply or a leak. The customer is seeking the company to cancel and then revise her outstanding bill to remove any excess water consumption.

Response

The company says it has undertaken four supply investigations at the customer's home since 27 November 1995. Each one proved there were no external leaks, and that the property has a supply that is not shared with any other property. The company has exchanged the meter on the customer's private water supply twice, and the usage recorded has been near identical. As no valid reason has been found to question the consumption being recorded on the customer's meter, the customer's consumption has been recorded correctly, and the customer correctly charged. Therefore, the company will not cancel or revise any bills. The company has not made any further offers of settlement.

Findings

I am satisfied that the company did not fail to provide its services to the customer to the standard to be reasonably expected concerning whether the customer has been correctly charged. Furthermore, I am satisfied there have been no failings regarding customer service for which the customer has not already been adequately compensated. Therefore, the customer's claim fails.

Outcome

The company does not need to take any further action.

The customer must reply by 16/06/2021 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

• She has been incorrectly charged for excess water consumption, which she alleges is due to either a faulty meter, shared supply, or a leak. • The customer is seeking the company to revise her bill to remove any excess water consumption.

The company's response is that:

• It has undertaken four supply investigations at the customer's home since 27 November 1995. • Each one proved there were no external leaks, and that the property has a supply that isn't shared with any other property. • The company has exchanged the meter on the customer's private water supply twice, and the usage recorded has been near identical. • As no valid reason has been found to question the consumption being recorded on the customer's meter, the customer's consumption has been recorded correctly. • Therefore, the company will not cancel or revise any bills.

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 high charges are due to a faulty

meter, shared supply, or a leak on the company's pipework.

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 its 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 that on 2 February 2010, the customer contacted the company as she had concerns about her meter which she believed may be capturing the supply of another property. On 8 March 2010, the company attended the property and found that her meter was not capturing the supply of another property and no leaks existed. However, the engineer decided to exchange the meter due to a build-up of condensation.

6. On 4 July 2011, the company reattended the property after further enquires by the customer in relation to high charges. In this instance, it was found that a leak existed on the customer's private pipework.

7. On 15 February 2015, the customer contacted the company to enquire about her high charges. The evidence shows that the company organised another leakage investigation as the customer was unable to provide any information that might explain why her bills are higher than what she believed they ought to be. The investigation found no external or internal leaks at the property, however, one of the dials on the meter was not working correctly. Furthermore, the company ruled out a shared supply with either of the neighbouring properties.

8. The evidence shows that the meter was replaced, and as there was an internal leak at the property whilst this meter was connected to the supply, the usage billed between 9 March 2010 and 20 May 2015 was adjusted. A credit of £851.32 to reflect this was then applied to the customer's account on 24 September 2015.

9. Between 22 November 2016 and 1 August 2018, the customer contacted the company at various times concerning her charges. The evidence shows that on each occasion, the company investigated and found no errors with its charges. It was explained that the higher charges were due to the customer having unpaid charges on her account from previous billing periods.

10. On 7 October 2020, the customer contacted the company via CCWater to raise further concerns regarding her charges. As a result of the discussions with CCWater, the company reattended the customer's property and found no evidence of any leaks or issues with the meter. The customer was provided with information on the company's financial help schemes such as the Customer Assistance Fund and Water Help. In addition, a Customer Guaranteed Scheme payment of £20.00 was applied because of the delay in responding to the customer's email dated 7 October 2020. However, the customer remained unhappy, and on 14 April 2021, commenced the WATRS adjudication process.

11. Regarding the customer's comments that she has been overcharged and for the company to revise her bill, the evidence shows that the company has undertaken four supply investigations at the customer's property since 27 November 1995. Each one proved there were no external leaks, and that the property has a supply that is not shared with any other property. When it was found that there was an error with one of the meters installed, the customer's usage was adjusted, and £851.32 was credited to the customer's account.

12. Furthermore, I understand that on 11 December 2014, the company's Customer Assistance Fund provided the customer with a credit of £2,805.55 to clear her arrears at that time. In addition to this, the company's support schemes such as (redacted) have also been offered to the customer. In light of the above, and the fact the usage recorded on two of the meters has been near-identical, I find that the company has not failed to provide its services to the standard one would reasonably expect concerning its charges. Accordingly, I find that the company does not have to reduce the customer's water bill further.

13. 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 Customer Guaranteed Scheme payment of £20.00 is appropriate compensation for the failings regarding the delay in responding to the customer's email dated 7 October 2020.

14. The customer has provided comments on the Preliminary Decision requesting that the company to carry out a shared supply check on her property. However, I

find this is not necessary as the company has already undertaken a shared supply check within its investigations and found no evidence that the customer's meter was capturing other properties usage.

15. Considering the above, I am satisfied that the company did not fail to provide its services to the customer to the standard to be reasonably expected concerning whether the customer has been correctly charged. 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 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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Mark Ledger
Adjudicator