

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X356

Date of Decision: 16/06/2021

Party Details

Customer:

Company:

Complaint

The customer has a dispute with the company regarding its refusal to grant a leak allowance on his account. The customer says that he reported a leak at his property in April 2018 but the wholesaler did not repair it until November 2019. The customer claims that despite ongoing discussions with the company and the involvement of CCWater the dispute is unresolved and therefore he has brought the claim to the WATRS Scheme and asks that the company be directed to grant a leak allowance for the period when the leak was not repaired.

Response

The company states that it is not responsible for granting leak allowances, as this responsibility rests with the water wholesaler. The company states it has taken all reasonable steps to have the wholesaler grant an allowance but without success. The company has not made any offer of settlement to the customer and is not able to agree to the customer's request.

Findings

I am satisfied the company acted reasonably in its dealings with the customer, and that the company is not responsible for granting a leak allowance. I find the company made reasonable efforts to have the wholesaler grant an allowance, but without success. Overall, I find that the company has not failed to provide its services to a reasonable level nor has failed to manage the customer's account to the level to be reasonably expected by the average person.

Outcome

The company does not need to take further action.

The customer must reply by 14/07/2021 to accept or reject this decision.

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Date of Decision: 16/06/2021

Case Outline

The customer's complaint is that:

- He has experienced an ongoing dispute with the company concerning problems with billing on his account resulting from leakage and a consequent spike in consumption. The customer says that the company has refused to grant him a leak allowance. Despite the customer's recent communications with the company, and the involvement of CCWater, the dispute has not been settled.
- The leak occurred at a school that had officially closed on 31 August 2017, although the school had been unoccupied and not used since 22 July 2016.
- As a consequence, he would have expected very little water consumption between July 2016 and August 2017 and none after August 2017.
- On 28 March 2018 he contacted the company to request that the water meter at the school be temporarily disconnected and a final meter reading taken.
- 09 April 2018 he contacted the company to report a leak in the meter chamber which was full of water. The customer says the company advised him to contact the wholesaler as it is responsible for maintaining water meters.
- In December 2018 he contacted the company and requested that the water meter be replaced. The customer says that he was informed that the meter could not be replaced until such time as the reported leak was fixed.
- In April 2019 he contacted the company to request a Burst Allowance Claim form but again was informed he could not claim an allowance until after he had fixed the leak.
- Despite numerous and repeated requests to the wholesaler it did not repair the leak and replace the meter until November 2019.
- On 26 November 2019 he submitted to the company a Burst Allowance Claim form. The customer notes that the company passed the form to the wholesaler.
- The wholesaler rejected the burst allowance claim form because it stated the customer had not complied with its burst allowance policy that requires any leak to be repaired within 28 days of becoming aware of it.
- Since April 2018 he was expecting the wholesaler to repair the leak at its own meter. He thus disputes that he was responsible for repairing the leak within 28 days.
- He is surprised that the wholesaler states that it did not replace the water meter in November 2019 and has no record of it or any sub-contractor changing the meter. The customer states that he did not arrange for the replacement of the meter.
- He further rejects the assertion by the wholesaler that it attempted on nine separate occasions to contact him by telephone to arrange an appointment to visit the premises where the meter was located. The customer says that he has a record of only one failed incoming call from the wholesaler.
- Believing the company had not properly addressed his concerns the customer, on 27 October 2020, escalated his complaint to CCWater who

took up the complaint with the company on his behalf. The customer records that CCWater contacted the company and requested more detailed information from it and to review the customer service provided. • He acknowledges that CCWater were involved in much correspondence with the company and the wholesaler. The company provided a detailed response to CCWater on 10 February 2021 and a follow-up clarification on 17 February 2021 in which it confirmed that the wholesaler had not changed its position and would not grant a leak allowance. • Consequently, on 25 February 2021, CCWater informed him that it believed the company has declined to change its position and will not agree to issue a leak allowance, although it had consented to waive the previously levied late payment charges. CCWater confirmed that it could not take any further steps to alter the position of the company and his file would now be closed. • The customer says that despite the intervention of CCWater, the dispute is ongoing, and the company has not changed its position and CCWater are unable to obtain a resolution between the parties. The customer remains dissatisfied with the response of the company and has, on 27 April 2021, referred the matter to the WATRS Scheme where he requests that the company be directed to grant a leak allowance for the period when the water meter was leaking.

The company's response is that:

• It provided its response to the claim on 13 May 2021. • It acknowledges that the leak issue is in respect of a school building that closed in August 2017. • In January 2018 it was advised that the school had a change of tenancy and thus the account status was changed to “occupied”. • In April 2018 it was advised of a water leak at the premises and requested to be informed if the premises remained occupied. The company states it received no response to its request for information. • In September 2018 the customer contacted it again about a possible leak in the meter chamber and was advised as the property remained in “occupied” status it could take no action and referred the customer to the wholesaler. The company says that it received two further contacts from the customer in December 2018 and February 2019 and gave him the same advice. • It acknowledges that the school was returned to its system as the account holder in April 2019. • It confirms that it understands the water meter in question was replaced in November 2019. However, it records that consumption continued to be registered after the meter replacement and this indicated actual consumption or another leak beyond the meter. From the meter readings the company believes that water was being consumed on the premises. • It acknowledges that the wholesaler declined to grant a leak allowance because the customer did not repair the leak within 28 days of becoming aware of it, as per the wholesaler's policy. The company notes that because the property was in occupied status it advised the customer on several occasions to make direct contact with the wholesaler. It understands that the customer did not make contact with the wholesaler and hence the leak was not repaired sooner. • It approached the wholesaler on two separate occasions to request a leak allowance on behalf of the customer, but without success.

- In summary, the customer was advised to contact the wholesaler directly to report a possible issue with its water meter, but he appears not to have done so because the meter was only repaired some eighteen months later. Thus, as corrective action was not taken in good time by the customer the wholesaler declined to grant an allowance as per its policy.

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. The dispute relates to the customer's dissatisfaction that the company refuses to grant a leak allowance for a leak problem during 2018 and 2019.
2. I note that the WATRS adjudication scheme is an evidence-based process, and that for the customer's claim to be successful, the evidence should show that the company has not provided its services to the standard that would reasonably be expected of it.
3. I am aware that both the water retailer and water wholesaler are referred to in the claim made by the customer. The retailer is REDACTED and the wholesaler is REDACTED. In this WATRS adjudication decision, REDACTED is defined as the "company".
4. I further find that it is useful at this point to set out the different responsibilities of retailers and wholesalers in respect of business customers. Simplistically, the wholesaler is responsible for the provision and maintenance of the water supply and sewerage networks and the retailer handles account management, billing,

customer service etc. The wholesaler bills the retailer in bulk for the water consumed/collected by its customers with the retailer then billing the individual customer.

5. Following the opening of the business water market on 01 April 2017 the wholesaler is permitted to set the tariffs for water delivery/sewage collection and maintenance of the water supply/collection network. This also means that the wholesaler sets out its other procedures such as leak allowances, refunds, bill adjustments, etc.

6. The retailer does not set tariffs nor grant rebates, leak allowances, or bill adjustments and is obliged in its customer facing role to manage administrative dealings such as billing, meter reading, and providing customer services.

7. From the evidence provided to me I am aware that the customer's property is classified as a business and therefore he is a customer of the company and not the wholesaler. The customer receives water services from the wholesaler, but the company issues a bill to the customer.

8. I can see that the customer is responsible for a school building that ceased to operate on 31 August 2017 and had been unoccupied and not used since 22 July 2016.

9. On 09 April 2018 the customer advised the company that he was intending to return the premises to the owners in the following month and that while attempting to take a meter reading, he identified that the meter chamber was flooded with water.

10. It seems that the customer was advised by the company to directly contact the wholesaler because it is responsible for the maintenance of its own assets, and the meter belongs to the wholesaler.

11. The company states that it took this course of action because its records show that the premises were showing on its system as being occupied, despite the customer saying the property was last used by pupils in July 2016.

12. However, I note that the customer in his e-mail to the company dated 07 August 2018 states: "My concern is that, whilst there will be no usage by the School that closed in July 2017, there is a school house that takes its supply from the School's."

13. It seems to me that the property was still consuming water beyond July 2017.

14. The parties agree that the water meter was replaced in November 2019. I note that all three stakeholders in the dispute deny being responsible for replacing the

meter. From the evidence submitted I am not able to able to understand who replaced the meter.

15. Following replacement of the meter, the customer, on 26 November 2019, submitted a Burst Allowance Claim form to the company. In keeping with its procedures, the company forwarded the application form to the wholesaler for approval.

16. I can see that the wholesaler rejected the application stating that the customer had not repaired the leak within 28 days of becoming aware of it. The wholesaler said the customer first reported the leak in the meter chamber in April 2018, but it was not repaired until November 2019.

17. I see that on 04 February 2020 the company approached the wholesaler again on behalf of the customer. Again, the wholesaler declined to grant an allowance.

18. Further, on 28 January 2021 the company went once more to the wholesaler seeking an allowance and received a detailed response on 10 February 2021. The wholesaler reiterated its position that the leak was not repaired within 28 days, and it also stated that its records show that consumption has been consistent throughout the period between November 2017 and November 2019 based on average daily consumption figures. The wholesaler said the consumption figures indicate that water was not being lost through the meter.

19. As I have described above, the retailer does not grant leak allowances, and is obliged in its customer facing role to manage administrative dealings and provide customer services. Thus, in this role, it is the responsibility of the company to liaise with the wholesaler on behalf of the customer.

20. I can see that the company advised the customer to contact the wholesaler directly when he first noticed a possible leak.

21. I note that the company has gone on two occasions to the wholesaler seeking a leak allowance on behalf of the customer. I am satisfied that the company made reasonable efforts to have the wholesaler consider an allowance but without success.

22. From my examination of the evidence submitted to me by the parties, I am satisfied that the company has acted reasonably on behalf of the customer in its dealings with the wholesaler and in attempting to secure a leak allowance on his account. As the customer's complaint is against the company and not the wholesaler, I am not able to direct that the customer receives a leak allowance as he has requested.

23. My conclusion on the main issues is that the company has not failed to provide its services to a standard to be reasonably expected by the average person.

Preliminary Decision

- The Preliminary Decision was issued to the parties on 09 June 2021.
- The customer submitted comments on the Preliminary Decision on 10 June 2021.
- I have noted the customer's remarks concerning my reference to his e-mail to the company dated 07 August 2018. I have revisited the e-mail and I find that, although the name of the school is not specifically mentioned, it is not unreasonable that I understand an item entered into evidence by the customer is relevant to the particular dispute placed before me.
- I note that the customer has reiterated his position as previously submitted.
- The company did not submit any comments on the Preliminary Decision.
- Having taken into consideration all comments I am not persuaded that any amendment to the Preliminary Decision is required.

Outcome

1. The company does not need to take 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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Peter Sansom
Adjudicator