

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X442

Date of Decision: 30/06/2021

Party Details

Customer:

Company:

Complaint

The customer has a dispute with the company regarding it fitting a meter to his supply in 2008 but continuing to charge him on a non-measured tariff. The customer says that he only became aware of the meter in December 2020 after he took over the account for the property following the departure of a long-term tenant. The customer says the company refuse to refund him the difference between non-measured and measured charges for the period 2008 to December 2020. The customer claims that despite ongoing discussions with the company and the involvement of CCW the dispute is unresolved and therefore he has brought the claim to WATRS and asks that the company be directed to backdate charges to 2008 for the difference in measured charges compared to non-measured charges.

Response

The company acknowledges that it incorrectly fitted a meter to the customer's supply pipe in 2008 and continued to raise charges based on a non-measured tariff. However, it states that the customer's long-term tenant was the account holder and paid all bills raised. The company says because of this the customer has not been overcharged and is not due any recalculation of charges. The company has not made any offer of settlement to the customer and declines to backdate charges to 2008 for the difference in measured charges compared to non-measured charges.

Findings

I am satisfied that the long-term tenant of the customer was the account holder for the property and was responsible for all payments to the company. As such I find that the customer has not experienced any direct financial loss and thus any backdated recalculated charges paid to him

would unjustifiably enrich him. I find the customer has not provided sufficient evidence to justify his claim. 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.



The company does not need to take further action.

The customer must reply by 28/07/2021 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

- He has experienced an ongoing dispute with the company concerning issues with billing on his account. The customer says that in 2008 the company fitted a water meter to his supply in error and charged his neighbour for the water he had consumed through the meter while continuing to charge him based on a rateable value non-metered tariff. Despite the customer's recent communications with the company, and the involvement of CCWater, the dispute has not been settled.
- He is the owner of the property known as REDACTED.
- He has rented out the property for many years and the account with the company was in the name of the tenant.
- In 2008 his neighbour at the next property, known as number REDACTED, requested to be provided with a water meter, and the meter was installed outside his property. The customer believed that both he and his neighbour had been provided with meters.
- He identified that his water bills were always the same amount, and he states that he contacted the company on numerous occasions to query this. The customer states that he was always given conflicting information with the call handlers saying he was not on a meter whilst the company's engineering department informed him that he was on a metered supply.
- He undertook a self-administered test at the property that intimated that he was indeed on a metered supply.
- Following a visit from a company engineer in January 2021 it was confirmed that the meter installed in 2008 on behalf of the neighbour was installed on his supply and not the neighbours. This meant that the neighbour had been paying for the water consumed by him whilst he had continued to be charged under the rateable value non-metered tariff.
- The company changed him onto a metered tariff as from 22 January 2021 and immediately he identified a decrease in his bills. He requested the company recalculate his bills going back to 2008 and refund him the difference between what he was charged and what he would have been charged had he been billed on the metered tariff.
- The company has rejected his claims to have the bills backdated and charges refunded.
- Believing the company had not properly addressed his concerns the customer, on 14 April 2021, escalated his complaint to CCWater who took up the dispute with the company on his behalf. The records show that CCWater contacted the company and requested more detailed information from it and to review the customer service provided.
- CCWater contacted the company on 14 and 15 April 2021 and requested to receive a detailed explanation of its position and actions in respect of dealing with the customer's complaints.
- On 27 April 2020 the company provided a detailed response to CCWater.

The company reiterated that it understood the tenant was the account holder responsible for bill payment at the property and that he had never applied for a water meter. The company noted it had received a meter installation application from the customer and a survey on 22 January 2021 identified a meter existed on his supply and from that date he has been charged at a metered tariff. The company declines to refund payments to the customer as he was not the account holder when the original payments were made. • Consequently, on 04 May 2021, CCWater informed him that it believed the company had followed its own procedures by limiting backdated payments to the date of an application for a meter, in this case 22 January 2021. CCWater confirmed that it could not take any further steps to alter the position of the company and was closing his complaint. • 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 28 May 2021, referred the matter to the WATRS Scheme where he requests that the company be directed to backdate charges to 2008 for the difference in measured charges compared to rateable value charges.

The company's response is that:

• It provided its response to the claim on 17 June 2021. • It acknowledges that the customer became responsible for the account at the property and for paying charges only as from 01 December 2020. Prior to that date a tenant of the customer was the registered account holder at the property. • In December 2020, after receiving a bill based on unmeasured charges, the customer requested to have a water meter fitted to his supply. On 22 January 2021 a company survey identified that a meter was already installed on the customer's supply. • Immediately upon being advised of the presence of a meter the company changed the customer's billing to a measured tariff, and as a gesture of goodwill, refunded the previous payment made by the customer based on the non-measured tariff. • It acknowledges that the customer expressed his dissatisfaction at discovering the existence of the meter and that he requested he be refunded the difference in charges between measured and non-measured tariffs since the date of the meter installation in 2008. • It states that it advised the customer that it would not compensate him because he had not been the bill-payer prior to December 2020 and therefore he had not suffered any financial loss. • It has no record of the customer's tenant, as the registered bill payer, requesting a meter installation, and indeed he did not respond to a campaign organised by the company in 2008 to advise consumers of the potential benefits of installing a meter. The company says that it was because of this campaign that the neighbouring property opted to fit a meter. • It refers to the Water Industry Act 1991, where it is stated that the installation of a meter is triggered by a request from the "consumer", in this case the tenant not the customer. • In summary, it confirms that its position is that the customer was not the consumer nor bill-payer for the property prior to December 2020 and thus has not been overcharged

since 2008. • It does not accept to refund charges to the customer dating back to 2008 as it has acted in accordance with the appropriate legislation. The customer's comments on the company's response are that: • On 22 June 2021, the customer submitted comments on the company's response paper. I shall not repeat word for word the customer's comments and in accordance with Rule 5.4.3 of the Rules of the WATRS Scheme I shall disregard any new matters or evidence introduced. • The customer reiterated his position as previously set down. He acknowledges that the bills were in the name of his tenant but states that he was the person actually paying the bills. The customer also states he would be prepared to pass on to the tenant any refund he secures.

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 placed a water meter on his supply but did not bill him based on metered charges since installation in 2008.
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. The customer has stated that he is the owner of the property in question but has not lived in the property. He has confirmed that he rented out the property to the

same tenant for a period of nineteen years.

4. The parties agree that the account held with the company in respect of the property was in the name of the customer's tenant who, as the consumer, was responsible for payment of charges raised by the company.

5. The customer states that although the bills raised by the company were in the name of the tenant it was he that paid the bills. The customer does not submit any evidence to substantiate his statement.

6. It seems to me that in 2008 the company ran an awareness campaign whereby it advised its consumers of the potential benefits of having a water meter fitted. I am satisfied, based on the evidence submitted, that the neighbouring property opted for a meter whereas the customer's tenant did not. Consequently, it was the tenant that continued to pay water charges based on a non-measured tariff.

7. I am aware that the company fitted the meter to the wrong supply pipe, insomuch as it was fitted to the tenant's supply and not to that of the neighbour who had opted for a meter. I am satisfied, from my reading of all documents submitted, that neither the customer, the tenant, nor the neighbour was aware of the incorrect fitting of the meter.

8. The customer has also contended that he contacted the company on several occasions since 2008 to enquire about having a meter installed. However, he does not submit any evidence to support his contention and the company denies that the customer or his tenant has made any request to have a meter installed.

9. I have also taken note of the company's reference to the Water Industry Act 1991. I have read Section 144A of the Act and I am satisfied that the tenant as the account holder was responsible for requesting a meter be installed on the supply pipe at the property during his period of tenancy. He did not do so.

10. The customer has requested in his application to the WATRS Scheme that the company be directed to backdate charges to 2008 for the difference in measured charges compared to unmeasured tariff charges. I am not satisfied that the customer has established on a balance of probabilities that the company is in error in declining to refund to him charges that he did not actually incur. I shall not direct the company to pay any backdated charges to the customer.

11. 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 22 June 2021.
- The company did not submit comments on the Preliminary Decision.
- On 24 June 2021 the customer submitted comments on the Preliminary Decision.
- The customer reiterated his earlier position. He says he is claiming the requested refund on behalf of his tenant.
- However, I find that the parties have not submitted any justification to have changes made to the Preliminary Decision.

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.

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Peter Sansom
Adjudicator