

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

**Adjudication Reference:** WAT-X447

**Date of Decision:** 27/07/2021

#### Party Details

**Customer:**

**Company:**

#### Complaint

The customer has a dispute with the company regarding the criteria it is using to establish the basis of its charging on his account. The customer contends that the company is using the wrong Rateable Value for his property and cannot adequately explain its choice of value. The customer also complains that the company has refused to install a meter at his property, and he is concerned that he is being charged for the water consumption of the entire building and not just the unit he rents. 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 review how he is charged, to charge only for water actually consumed, and to review the customer service he has received.

#### Response

The company states that it charges the customer only for the unit he rents in the building, and that he is on the cheapest possible business water tariff. The company says it has surveyed the property and cannot install a meter externally as the water supply to the building is a single pipe and internal pipework is not a company asset. The company has not made any offer of settlement to the customer and confirms it will not change the basis of the charges or install a water meter. It further denies any customer service failings.

#### Findings

I find that the company has previously explained to the customer in detail the basis of its charges for his unit. I am not satisfied an additional review of charges would bring benefit to the dispute. I further find that the company acted correctly in its refusal to install a meter for the customer.

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 customer's claim does not stand.



The company does not need to take further action.

The customer must reply by 24/08/2021 to accept or reject this decision.

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**Adjudication Reference:** WAT-X447

**Date of Decision:** 27/07/2021

## Case Outline

### **The customer's complaint is that:**

• He has experienced an ongoing dispute with the company concerning issues with billing on his account and its refusal to fit a water meter at his business premises. Despite the customer's recent communications with the company, and the involvement of CCWater, the dispute has not been settled. • Since 2015 he has conducted his business from the ground floor of a building that is divided into four separate units and says his is the smallest unit by size of the four. • He understands that his water charges are included in the rent he pays to his landlord, and thus he should not be receiving a separate water bill from the company. • The company is basing his water charges on the Rateable Value [RV] tariff. The customer says the company is using a RV of 347 but cannot explain to him the origin or basis of this figure. • Because the company cannot explain its use of the 347 figure, he has approached his local Valuation Office Agency but was advised that it cannot access information on rateable values prior to 1990. • The company refuses to provide him with information on the RV used for the other units because of data protection regulations. • Because the company is unable to clearly explain to him the basis of its charges, he is concerned that he is paying the water charges for all four units in the building. Especially, he suspects that he is being charged at least for the unit directly above him on the first floor that had previously been used by a dental practice. • When the first bill was received from the company in September 2020, he requested to have a water meter installed at his unit. The customer says that the company explained it could not fit a meter due to lack of suitable space. • He has received inaccurate, misleading, and contradictory information from the company when attempting to have it explain the basis of its charging policy in respect of his business unit. • Believing the company had not properly addressed his concerns he, on 03 December 2020, escalated his complaint to CCWater who took up the dispute with the company on his behalf. The records show that CCWater contacted the company on 02 February 2021 and requested more detailed information from it and to review the customer service provided. • On 17 February 2021, the company responded to CCWater but provided only a partial reply to the questions posed to it. Consequently, CCWater corresponded again with the company and on 11 March 2021 the company gave a detailed explanation to CCWater. • Following further exchanges of correspondence, subsequently, on 20 May 2021, CCWater informed him that it believed the company would not change its position and that reducing his outstanding bill by approximately £857.00 was its final response. 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 11 June 2021, referred the matter to the WATRS Scheme where he requests that the company be directed to review the basis of the charges it levies on him so as to reflect the volume of water he actually uses in his business unit and to review the customer service he has received.

**The company's response is that:**

• It provided its response to the claim in its submission dated 28 June 2021. • It acknowledges that the customer occupies one of four units in a building that is served with a single water supply. The company states that despite the single supply it charges each of the units separately. • It confirms that the supply is not metered, and charges are raised on an unmeasured basis. The customer is charged on a Non-Household Uniform Service Charge [NHUSC] tariff that commenced as from 08 September 2020 when the company opened an account for the customer's unit. • Unmetered properties built prior to 01 April 1990 have their charges based on the RV of the property. The records show that a RV assessment was posted in April 1983 where the ground floor and first floor properties were combined and given a RV of 347. Because the 1983 RV applied to a combined area over two floors it cannot be realistically used for the current four separate units, and the company has placed the customer on the NHUSC tariff. • It acknowledges that on 28 September 2020 the customer applied to have a water meter installed at his unit, and it carried out a metering survey on 23 November 2020. The survey report stated that a meter could not be fitted externally because of the single supply to the four units nor internally because of the four-way split of the pipe. • It notes that when a meter is requested but cannot be installed the company may offer to place an account on its Non-Household Assessed Measured Charge, but the company has placed the customer on the NHUSC tariff because it was £792.88 cheaper for the period April 2021 to March 2022.

• It states that it is not responsible for the internal pipework of the building and thus should the customer wish to privately install a water meter internally the full cost would be for him to bear. • It has reviewed its records regarding the customer's issues and finds no evidence of its services falling short of what could reasonably be expected. The company declines to pay compensation for any service failings. • In summary, it confirms that the customer is only being charged for his part of the building. It further confirms that it has placed the customer on the lowest possible tariff and that it is unable to fit a meter either outside or inside the building. The customer's comments on the company's response are that: • On 02 July 2021, the customer submitted detailed 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 repeats his belief that the company is attempting to charge him for the first-floor unit previously occupied by the dental practice. The customer contends that the company's understanding and interpretation of the historical RV information is incorrect, and he remains of the opinion that a water meter can be fitted inside his unit.

### 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 relates to the customer's dissatisfaction that the company is billing him incorrectly and is refusing to install a meter.
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. It seems to me that the main thrust of the customer's complaint is that the company has not understood the workings of the historical RV system and therefore has not correctly calculated his charges.
4. I note from my reading of the CCWater submission that it records on 02 February 2021 that it spoke with the customer by telephone and stated to him :-“..... not our role to decide what he should pay of his RV or to decide how much this should be”

“I explained CCW can't ascertain his RV....”

5. I believe it is important to clarify at this point that this WATRS adjudication decision will similarly make no direction on the RV that is applicable to the customer's business premises.

6. The customer has complained that he believes the company has been basing his charges on the incorrect RV, and has explained in detail his understanding of the historical configuration of the space within the building concerned. I can see that he has submitted documents in support of his complaint and shown that the configurations have changed over time and the applicable RV figures have changed accordingly.

7. I note that the company has responded to the customer in detail about the RV system, including noting a change in RV in 1983 and that it identifies no further changes were made up to the time in 1990 when the RV system was abandoned in favour of Council Tax bandings.

8. The company has stated that the records show that in 1983 the ground floor premises and first floor dentist surgery were combined into one single unit and given an RV of 347. In its Response the company submits substantiation of this with the document identified as Appendix 3.

9. As the RV system was abandoned in 1990 the company cannot use the final RV in the record because it applied to combined premises. The company has placed the customer on the NHUSC tariff and asserts that this is the cheapest tariff that it offers. From my study of the company's Scheme of Charges 2021-2022 I can see that the company is correct that basing charges on RV would be more expensive. I find it reasonable that the company has placed the customer on the NHUSC tariff and not on the NHAMC tariff.

10. The customer has claimed that he wishes to pay only for the water he has consumed. To this end I can see that on 28 September 2020 he applied to have a water meter installed. Following a metering survey undertaken the company advised the customer that it was not possible to install a meter either outside or inside his property.

11. The customer has disputed this and contends that he believes it is possible to fit an internal meter. The customer submits photographs showing an internal space where he believes a meter could be installed.

12. However, I am satisfied that the company has made the correct decision in declining to install a meter. It cannot be installed externally because the building water supply comes on one shared pipe. Internally the pipework is not the responsibility of the company and thus should the customer wish to proceed to

install a meter it would be fully at his own expense.

13. The customer has requested in his application to the WATRS Scheme that the company be directed to review how he is charged. I am satisfied that the company has previously explained in detail, in both its e-mail to the customer dated 01 April 2021 and in its Response submission, the basis of its charging policy and I see no benefit in having the company make yet another review. I shall not direct the company to review its charging policy in respect of the customer's premises.

14. The customer has also requested the company be directed to charge him only for the water actually consumed. It is clear that in order to do so a meter would need to be installed. Based on my earlier findings above I shall not direct the company to install a meter externally and it is the customer's own choice to install one internally.

15. The third remedy sought by the customer is to have the adjudicator review the customer service provided by the company.

16. I note from the CCWater document that on 16 February 2021 the customer complained that the company had not contacted his landlord to confirm that he paid for his water in his rental agreement. I find that the company has no responsibility to do this, the agreement between the landlord and customer is private and it rests with the customer to take this issue up with his landlord to establish if he pays the water charges for the building. I am satisfied that this issue does not show a customer service failing.

17. Similarly, I am supplied with a large number of copies of correspondence between the parties, and my reading of these documents does not indicate that the company has failed to take seriously the customer's complaints. I am further satisfied that the company has responded in a reasonable time to the correspondence submitted by the customer, and as examples, I note the following correspondence was replied to by the company in reasonable time :-

Submitted by customer Reply by company

12 October 2020 26 October 2020

30 October 2020 14 November 2020

18 March 2021 01 April 2021

01 April 2021 20 April 2021

18. The customer has not submitted exact details of any identified specific service failings, and I find that not receiving a positive response to his billing complaint is not proof positive of a customer service failing. Overall, I find no failings can be identified in the customer service provided by the company.

19. 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 19 July 2021.
- The company submitted its response to the Preliminary Decision on 20 July 2021.
- The company noted the contents of the Preliminary Decision and confirmed it had no further comments to add.
- On 23 July 2021, the customer submitted comments on the Preliminary Decision.
- The customer reiterates his previously stated position.
- The customer has submitted additional items of evidence.
- The customer has added comments regarding the various configurations over time of the four units comprising the building. However, I am not persuaded that these comments establish on a balance of probabilities that the company has incorrectly billed him.
- Having read the comments of both parties I am satisfied that amendments to the Preliminary Decision are not 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**