

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-XX94

Date of Decision: 29/07/2021

Party Details

Customer: The Customer

Company: The Company

Customer's Representative: The Representative

Complaint

The customer, complains that the company failed to take accurate meter readings from April 2017, subsequently changed the meter and, without evidence that the meter was correctly measuring the quantity of water used, issued a high bill in April 2020. The customer's representative handled the complaints process. She says that no explanation has been given for the bill apart from some figures and that there has been a fraudulent accountancy error. She asks that the bill should be thoroughly audited with particular reference to the original meter, the replacement meter and the accuracy of each, which is challenged. She also complains about the company's failure to allocate two sums of £250.00 that she had paid into her account. The representative also complains that his correspondence was not answered. The customer asks that the company to do something about her bill, provide a service (namely a complete independent audit of the company's accountancy practices) and should pay £920.00 in compensation.

Response

The company says that the last time that the customer's water meter was read, before an exchange in January 2020, was April 2017. It acknowledges that before April 2019, the customer had not been informed that there was a problem with the meter. When the meter was removed, however, it could be read and the bill raised in April 2020 reflected that reading. In acknowledgement of the company's failure to communicate effectively with the customer it has applied a credit to the bill based on a measurement of the customer's usual water consumption and it has applied a £40.00 goodwill payment in respect of its failure.

Findings

The company has accepted that it did not inform the customer of the defective state of the meter, I find also that it did not make an attempt to change the meter until April 2019. When the customer did not initially reply to the company's letter of April 2019, the company did not follow up with its request for a further 6 months. This led to a situation where the bill of April 2020 produced in reliance on the meter reading when removed led to "billshock". Although the customer declined to pay for the testing of the meter, the company has in fact treated the meter reading as unreliable and applied credits relating to actual consumption. The customer was kept informed and correspondence was replied to, save for the representative's letter to **XX** of 30 July 2020. As the company has taken action to reduce the bill in accordance with current usage, no further payments are required in relation to the potential inaccuracy of the reading but an average customer would not have expected the company to fail to take action at an earlier stage to replace the meter or to fail to reply to the representative's letter of 30 July 2020. A claim for audits of the company's processes is not within the scope of this Scheme and in all the circumstances, it would not be fair and reasonable to direct that the company should pay for the representative's time taken, some of which has not been directed at resolution of the complaint (eg a failure to take meter readings).

Outcome

The company must credit the customer's account with a further sum of £40.00.

The customer must reply by 26/08/2021 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

• The customer through her representative complains that the company issued a bill in respect of her business address at **XX** in April 2020 in the sum of £3,095.77 and failed to respond to the customer's complaint about this. • The customer says that the bill had no explanation other than a semblance of figures. • The customer has put forward a timeline of events, namely:

- o On 19 May 2020, the representative wrote a letter of complaint but received no answer.
- o He wrote a remainder on 11 June 2020.
- o On 14 June 2020, he wrote to the company's CEO and received a response from **XX** on 23 June 2020, to which he responded on 30 July 2020.
- o On 18 December 2020, having received no reply, he wrote again and **XX** responded on 22 December 2020. This was a Stage 2 final response, which the representative says was "dismissive".

On 11 January 2021, the customer received an email from the company and a statement that had failed to take into account the two payments of 250.00 made by the customer on 4 May 2020 and 27 July 2020. • She argues that this was a fraudulent accountancy error. • She asks that the bill should be thoroughly audited with particular reference to the original meter, the replacement meter and the accuracy of each, which is challenged. • The customer wants the company to do something about her bill, provide a service (namely a complete independent audit of the company's accountancy practices) and should pay £920.00 in compensation.

The company's response is that:

• The company explains that the high bill and subsequent matters can be explained by the timeline of events. This is as follows:

- o 09.02.18 **XX** sent a letter to the customer requesting a meter reading as the company's meter readers were unable to obtain a reading due to the touchpad not working.
- o 28.09.18 Meter readers reported the meter screen to be blank. The company requested the meter readers to schedule a check read and confirmed this was not an error on the meter reader's part.
- o 08.04.19 A check read was received. This confirmed the meter screen was still blank. The company sent a letter to the customer to request contact details in order to arrange for a meter replacement.
- o 23.10.19 Meter readers reported they had tried to read the meter again, but the issue persisted. The company sent another letter to the customer asking for contact details in order to arrange a meter replacement.
- o 06.11.19 The customer contacted the company in relation to the letter asking for contact details in

order to arrange a meter exchange. The customer confirmed contact details and a request was raised for the job to be submitted to **XX** (the Wholesaler). o 20.11.19 A request for a meter exchange was submitted to the Wholesaler. o 27.11.19 The wholesaler advised it had tried to contact the customer 3 times for the appointment but without success. The job was cancelled and the company informed the customer of this by email. o 07.01.20 The customer contacted the company to offer an alternative contact number. A request was logged for a job to be re-raised with the Wholesaler. o 21.01.20 A request for a meter exchange was re-submitted to the Wholesaler. o 13.02.20 The company received a call from a person presenting as the landowner. The landowner believed the supply to be shared with a flat above and requested the supply to be split. The company advised that it would first need to verify if the supply was shared and if it could be metered separately. The request was put on hold due to a metering job already pending with the Wholesaler. o 20.02.20 The Wholesaler reported that the meter had been exchanged with a final read of 5980. The customer's account was updated with the new meter details. o 25.02.20 The representative contacted the company to ask for the sub-meter in the flat to be replaced and confirmed the commercial property has a separate meter. The company advised that the company does not service private sub-meters and advised the representative to contact a plumber. o 02.03.20 The customer registered for online billing. o 30.04.20 The customer contacted the company to query an invoice. The customer advised that she would consult with her father regarding the meter reads. o On 01.05.20 The representative contacted the company to query an invoice which he believed to be too high. The company informed the representative that the invoice was based on the final read given by the Wholesaler for the meter exchange. The representative asked for a meter accuracy test. The company explained the conditions of a meter accuracy test and the possible costs involved but the representative did not consent to those conditions. The representative asked for an in-person meeting. The company informed him that it does not offer that service. The representative threatened legal action. o 14.05.20 The representative contacted the company to inform that he would not make payment. He wanted a manager to get involved in the case. o 22.05.20 The company received the Stage 1 complaint letter. o 04.06.20 The company asked for a signed letter of authority in order to discuss the complaint case with the representative. o 18.06.20 The company received the Stage 2 complaint letter. o 23.06.20 The company responded by requesting the customer to submit two meter reads so that the alleged overcharges for the period when the meter has not been read could be calculated. The customer refused to provide the requested meter reads. o 10.08.20 The company asked its meter readers to take a read outside of schedule. o 17.08.20 Meter readers provided an out-of-schedule meter read. The company sent a letter to the customer asking if the customer would help with a second meter read. o 21.12.20 The company received a response from the customer, but this doesn't contain the meter read that had been asked for. The customer complained about receiving invoices electronically, despite the customer registering for this form of billing earlier in the year. o 22.12.20

The company responded by confirming that as a goodwill gesture, it had calculated the difference between the amount invoiced during the period when the meter was not read and what has been invoiced once the meter had been read. The difference of £1,248.60 for water charges and £854.32 was credited to the account. o 24.12.20 The company received a letter from the customer stating that she had not received a response. A copy of the letter issued on 22 December 2021 was emailed to the customer on 11 January 2021. o 20.01.21 The online billing platform was re-activated by the customer. o 23.03.21 ****The Company**** received the Pre-Investigation referral from the Consumer Council for Water (CCWater). o In the course of that process, the company has credited the customer's account with a £40.00 sum for its failure due to a computer problem, to allocate the customer's two payments of £250.00 to the customer's account. This has been corrected and an apology also given. • The company says that the current outstanding amount is £789.86.

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.

I have also taken into account and considered the customer's submissions in response to my Preliminary Decision. The company has not commented on my Preliminary Decision.

How was this decision reached?

1. Although I observe that the representative regards it as a failing in my Preliminary Decision that I have not commented on the criticisms that he makes of CWater, I make clear that the reason for this is that a complaint against CWater does not lie within my jurisdiction, which is to determine disputes between customers and companies by considering the "key issues" set out above. I can

reassure the representative (as he comments adversely on the formulation of the key issues) that all complaints under the WATRS Scheme are approached by reference to these same key issues.

2. I note that there is a significant dispute between the parties about the precise detail of the discussions between the parties and as to whether the company's account notes are accurate or otherwise as to, for example, whether the representative had stated that there was a shared supply, whether the customer had reactivated her online account and certain other points of detail.

3. I do not find it necessary or helpful to determine many of these points of detail because I find that these have no bearing on the matters in issue, which I find concern the circumstances and accuracy of a large bill dated 9 April 2020, which the customer, with the help of her representative, challenged and the company's handling of the subsequent complaint.

4. For the avoidance of doubt, I make clear that although the representative has raised allegations of fraudulent accounting and has alleged other forms of conduct he describes at one point as "skull duggery", I have found no evidence of dishonesty.

5. My factual findings are as follows:

a. From the period April 2017 to 27 January 2020, the customer's smart water meter either was not read or could not be read because the meter readers attending at the property could not read the screen. This was either because the screen was not working or because the location of the meter was such that the screen could not be read. Both possible explanations appear in the documentation. Although the representative observes that the replacement meter was similarly located, there is no evidence that the replacement could not be read. There is evidence that the replacement was a smart meter that is capable of being read remotely but that this had not been enabled during the period of the dispute, I find that nothing turns on this.

b. This had the consequence that the customer's actual consumption was not being measured during this period and that estimated bills needed to be raised.

c. The company acknowledges that the company failed to contact the customer between 2 February 2018 and 8 April 2019 to explain that her meter could not be read and that a replacement was necessary. The company merely told the customer that her meter had not been read and invited her to make her own reading, which, in the circumstances, she was unlikely to have been able to do. This was the case even in September 2018 when the meter was described by the meter reader as "damaged" and "screen dead". The failure at that point to take

necessary in order to enforce the decision.
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action to try to replace the meter, I find, fell short of the standards that would reasonably be expected by an average customer.

d. I find that the company did alert the customer to this situation and asked for contact details to provide to the Wholesaler in April 2019. When she did not initially reply, however, the company took no further action for a period of 6 months when, again, the meter could not be read. At this point, the company sent a further letter to which the customer did reply. Considering that the company at that point had no confirmatory information that the meter was working correctly and as the company was required to read external meters on an annual basis, I find that this situation would reasonably have been expected to cause both the company and the customer concern. While I do not find (contrary to the representative's submissions) that finding out contact information could or should have been the role of the meter readers, I do find that failing to follow up the request for information for so long a period fell below the standard that an average customer would reasonably have expected.

e. In due course, the company was able to look at the meter when it was removed and to take a reading. The meter was not then tested. I find that the representative refused to accept liability for the costs of testing of the removed meter (which is generally required if the meter is found not to be faulty). I therefore also find that in declining to test the meter at that point, the company was performing its services to the standard that would reasonably be expected.

f. However, this situation led to the production of a bill in April 2020 that caused the customer "billshock", that is to say, the customer was unexpectedly facing a bill that was unexpectedly and unwelcomely high. It was foreseeable that this situation would be distressing to the customer.

g. Nonetheless, although a meter reading is usually to be taken as evidence of consumption, the fact that the screen could not be read may have been consistent with some sort of fault.

h. The representative raised a complaint in May 2020. Having considered what then occurred, I am not satisfied that the customer has proved that the company failed to meet the expected service standard. The company's records show that the company requested a letter of authorisation. Although the customer/representative says that they did not receive this, it does not follow that it was not sent. The representative's explanation that it was not received, however, explains why no letter of authorisation was at that point supplied by the customer. I accept that a lack of response to the request for authorisation would have prevented the company from replying to the representative at this point. Moreover, on 18 June 2020, the company received a further letter to the CEO which it treated as a letter

at stage 2 of its complaints process. The company says that it tried to contact the customer and in due course sent a letter stating:

“When it is safe to do so, please can you obtain a water meter reading from the day you re-open the shop, once you have taken this read, please can you read your water meter again two weeks later.

Once I have received these readings, I will then review the charges for the period where we have not read your water meter.

If you have any questions, please call me on the number below.”

i. I find that this was an active response to the customer and promised a review. While I note that the representative complains that the company did not explain exactly how it was going to carry out the review, I find that this could be deduced from the information requested. I am also mindful that this is a customary way of dealing with a situation where water has previously been used by a consumer but for whatever reason, the precise quantity has not been measured accurately by the meter. I find nothing in this proposal that would be inconsistent with the approach that an average customer would reasonably expect the company to have taken.

j. As, then, the company tried to contact the customer by telephone on 18 June, 19 June and 22 June on numbers ending, **XX** and **XX**, but it was unable to reach the customer or the representative, the company wrote on 23 June 2020 confirming its intention, I find that the company did not fail to make a response to the representative’s first letter to the CEO, albeit that there was no response in writing) and I do not find that the CEO was required to respond in person.

k. The representative then sent a further letter to **XX** on 30 July 2020 complaining that his request for communications in writing had been ignored, refusing to take meter readings on the basis, as I understand his correspondence, that the request showed that the company did not know how much water had been used and that he wanted more information from the company. He also asked that he be contacted in writing only with a detailed response to the above points and “an admission of guilt”.

l. A further letter was sent by the company on 17 August 2020 although I note that this was not a response to the letter of 30 July 2020, again requesting meter readings. This stated among other matters:

“A meter reader attended your property on 17 August 2020 and provided me with a reading of 121m³.

Please can you obtain a further reading in the next two weeks so we can see what your actual consumption is and then I can look into reviewing the charges prior to the meter exchange, which took place on 27 January 2020.

If you have any questions, please call me on the number below.”

m. The customer complains that the company’s response does not put this refusal in context. However, it is clear that the customer’s refusal to take the meter readings was in the context of the customer’s indignation about what had happened and the representative’s mistrust of the company’s systems and attempts to assist the customer. In all the circumstances, I do not find that an average customer would have expected the company to have been deterred from trying to estimate the customer’s consumption so as to adjust the bill. As the customer did not agree to read the meter herself, I find that the company took the action that would reasonably be expected, namely to carry out the reading.

n. This had the consequence that the company was able to calculate and apply a correction to the customer’s bill. When the representative wrote again to the CEO in December he received a swift response in December 2020, advising that the reduction had already been applied and that this was the final letter. On balance, although the customer complains of the abruptness of this, I do not find that this letter was inappropriate and was, in all the circumstances, a measured response to the letter of 30 July 2020. It was, however, unduly late and I find that this fell short of the service standards that would ordinarily have been expected.

6. It follows from the above that I find that the company has not met the standards that would reasonably have been expected by an average customer in two ways – first by reason of the matters leading up to “billshock” on 9 April 2020 and secondly in respect of the company’s failure to respond in a timely way to the customer’s letter of 30 July 2020.

7. I find that the credits that have been applied to the customer’s account acknowledge the company’s omission in telling the customer before April 2019 that her meter could not be read but does not address the company’s omission to make steps to change the meter until April 2019. I also find that no payment has been made in relation to the tardy response to the representative’s letter of 30 July 2020.

8. I find, however, that these omissions are minor in comparison to the actions that the company has already taken in applying credits to the account and do not justify a significant sum by way of further compensation. I find that this should be equated to goodwill payments already made for the company’s failure to locate the two payments made by the customer to reduce the balance on her account. It follows therefore that I find that the company shall credit the customer’s account with an additional sum of £40.00.

9. I do not find that the company should make any further changes to the customer’s bill. The customer has not shown that this amount has been wrongly

calculated. There is also no basis on which I would have jurisdiction to direct a complete independent audit of the company's accountancy practices (even if I found that the customer had proved that this is necessary, which I have not) and nor do I direct that the company should pay £920.00 in compensation. The claim for compensation relates both to the bill and to the time spent by the representative. While I note that the representative and the customer have been successful in obtaining a reduction from the bill as measured by the customer's first meter, I find, however, that the company agreed at an early stage that it would take meter readings to assess the bill that had been raised and I am not satisfied that it is fair and reasonable to direct that the company should pay compensation to the customer for loss of his time in circumstances where I have found that the representative's wider claim for redress does not generally succeed. I also bear in mind that some of the correspondence has not assisted in resolution of this issue (such as refusing to take meter readings) and I do not find that it would be fair and reasonable to direct that the company should make payment for the stance taken. In reaching this conclusion, I reassure the representative that I do not treat his time as of no value as he has suggested in response to my Preliminary Decision.

10. It follows from the above that my direction is that the company shall further credit the customer's account with the sum of £40.00 (that is, in addition to the sums already credited).

Outcome

1. The company needs to credit the customer's account with £40.00.

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.

- If you choose to accept this decision, the company will have to do what I have directed within 20 working days of the date in which WATRS notifies the company that you have accepted my decision. If the company does not do what I have directed within this time limit, you should let WATRS know.
- If you choose to reject this decision, WATRS will close the case and the company will not have to do what I have directed.
- If you do not tell WATRS that you accept or reject the decision, this will be taken to

be a rejection of the decision. WATRS will therefore close the case and the company will not have to do what I have directed.

Claire Andrews
Adjudicator