

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

**Adjudication Reference:** WAT-X445

**Date of Decision:** 07/08/2021

#### Party Details

**Customer:**

**Company:**

#### Complaint

The customer complains that her business experienced a large spike in the consumption of water from January to July 2018. The company failed properly to investigate this and provided poor customer service. The customer asks for a partial reduction or full reduction of the invoice and/or compensation for the delay, distress and inconvenience and interest.

#### Response

The company says that it has investigated and advised the customer to perform a leak test or call a plumber. The customer also refused the offer of a meter check, which must be paid for if no fault is found. In the absence of investigation of a leak by the customer and application for a leak allowance, the company cannot take any further steps. The customer has refused to pay the bill. The company has carried out a review of the account and found certain service errors for which a total of £100.00 has been credited to the customer's account.

#### Findings

I find that there is no evidence that the meter was faulty and this must be taken to show the amount of water used (which includes water wasted or which has leaked away) at the customer's premises. An average customer would reasonably expect the company to charge the customer for this water. As for the customer service, the service errors found had the consequence of delaying the resolution of the dispute by approximately one year. An average customer would find that this fell below the expected standard. However, the company has informed CCWater that it has removed late payment charges to the account totalling £390.00 and the bill has remained unpaid. This means that the customer has been credited with an amount of £490.00 and it is prepared

to put a payment plan in place over a 12 month period. I find that an average customer would not expect the company to take further action.



The company does not need to take further action.

The customer must reply by 07/09/2021 to accept or reject this decision.

# ADJUDICATOR'S FINAL DECISION SUMMARY

**Adjudication Reference:** WAT-X445

**Date of Decision:** 07/08/2021

## Case Outline

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

• The customer explains that her business premises are those of a small glazing firm with a team of 10 people on site. It operates Monday to Friday between the hours of 8.30am to 4.30pm. The only water consumed is for the toilets and the kitchen. • The premises experienced a large spike in water consumption from January 2018 to July 2018. After the meter reads on 17 January 2018 for 2,704m<sup>3</sup> and 16 July 2018 for 3,512m<sup>3</sup>, (consumption of 808m<sup>3</sup>) the consumption reverted back to normal. • There was no change in the business around this time. No leaks were found. REDACTED confirmed that there were no works completed in the area around the time that would have affected the consumption. • The customer argues that she should not have to pay for this large increase and requested further investigation. The customer says that the answers provided by the company are not satisfactory and as a result the customer is required to pay a bill for over £4,000.00. • The customer also complains about the length of time that it has taken the company to address phone calls and emails. The bill has continued to increase due to this unresolved matter. The customer would like the company to grant a discount for the period in question as a minimum and a payment plan that suits the business. • The customer asks for a partial reduction or full reduction of the invoice and/or compensation for the delay, distress and inconvenience and interest.

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

• The company refers to the timeline of events. This is as follows: o 12 December 2018, one REDACTED called the company's Contact Centre to query the high bill that he had received. A possible shared supply issue was discussed, and REDACTED was advised that next steps would be to contact a private plumber if he could not perform a self-leak test. o On 25 September 2018, the company received a web enquiry from the customer requesting a call back as the outstanding bill amount was still too high. An email was sent on 10 May 2019 advising that the amount was due to a high accurate meter read. The customer was informed that if she disputed the consumption, she needed to do a self-leak test or contact a private plumber. o On 13 May 2019, the company requested a supply check to investigate a potential shared supply. The request was rejected and an email was sent on 28 May 2019 advising that a leak was suspected and asking the customer to carry out a self-leak test. o On 2 July 2019, one REDACTED enquired about progress because he thought that an engineer would

contact him regarding the shared supply. He advised that he was still receiving payment reminders. o A response was sent on 16 July 2019 advising that the company would not do a supply check due to the length of the customers occupancy at the supply address. The business was advised to complete a self-leak test. On 16 July 2017 the customer contacted the company about the location of the meter. o On 5 August 2019, the customer called to say that she could not locate the meter to do a self-leak test. She was advised to call in a plumber. As the customer's plumber was on holiday for two weeks, the advisor put the account on hold during this time as a gesture of goodwill. o On 19 August 2019, the customer called the company to confirm that the account remained on hold, to ask for an explanation of a credit rebill on the account and to ask for a late payment fee to be removed. o On 21 August 2019, the customer called to advise that she had been in contact with REDACTED and thought that pipework was shared with her neighbours. A supply check request was sent to the wholesaler on 5 September 2019. o On 16 September 2019, the customer asked for an update. At the time of the phone call, the supply check results had not been received from the wholesaler. The account was put on hold to halt debt collection activity. REDACTED, later that same afternoon sent across the results, confirming that meter MSN: REDACTED supplies the customer's property only and there was no shared supply. An accurate read of 4016m3 was taken. o The wholesaler raised a charge for the supply check and the customer was informed. o On 19 September 2019, the customer disputed the balance on the account, arguing that the invoice was estimated. The company advised that the invoice was based on accurate reads. The customer then stated that the bill would not be paid. o The hold on the account was extended to 3 October 2019 and a manager call back was requested. An email from the customer was also received expressing frustration with the issues under consideration. The email was not responded to. o On 24 September 2019, the customer called to query the different issues on the account including the jump in consumption and the reads associated with this. The advisor noted that they would email the details over to the customer, however; the agent took no further action. o On 30 September the customer called the company as she had not received a call back. She was transferred to the debt team and advised that the charges were correct and payable. The late payment fee was removed. o On 1 October 2019, the customer called the company disputing the outstanding balance and the frequency that the company took accurate reads. The company advised that the balance was due and that although it aims to take reads every six months, the company is only required to bill on at least one accurate read in a 12-month period. o REDACTED (the customer's senior) advised that the customer would not pay as they had not used the water. A meter accuracy test was suggested. REDACTED said he wanted to negotiate the bill or come to a "compromise" but the agent was unable to do this and agreed to escalate the case. o On 25 and 29 October 2019 the company called the customer and sent an email to the customer confirming the consumption to be genuine. Details of how to perform a self-leak test were offered once more. o On 28 November 2019, the

company instructed a debt collection agency. o On 25 June 2020, the company received an email from the customer disputing the charges and the service she received and challenging how regularly the company took meter readings and recorded consumption. She said that the issue had not been appropriately addressed. o This was responded to on 3 July 2020 advising that if the customer disputed the readings, she should perform a self-leak test. o On 22.09.20 the customer contacted the company to ask for the actual meter reads on the account. This information was sent via an email and the contact logged as a Commercial Complaint Stage 1. o On 29.09.20 the customer contacted the company to chase the complaint and told she would be contacted by 6 October 2020. The stage 1 complaint was responded to later this same day. o On 2 February 2021, a Commercial Complaint Stage 2 was logged. This was responded to on 26 March 2021 and a credit of £20.00 was added to the account as a result of not responding within the agreed timelines. o On 22 April 2021, the company received the CCWater Pre-Investigation referral. • The company also comments that from reviewing the average daily consumption and the reads on the account, the consumption does not appear to have returned to normal. This may suggest that there is still an ongoing leak at the property and the customer will continue to receive higher bills until appropriate action. • The company says that it has reviewed the account and found five service failings for which a credit of £100.00 has been applied because: o The supply check promised to the customer in February 2019 was not raised and this was not communicated to the customer. o A call back was not made. o Following the customer's email from 19 September 2019, a complaint was logged however this was dealt with as a customer service query. o An email from the customer on 19 September 2019 was not responded to. o The company did not follow a correct complaints process for the customer during the complaints process. • The total outstanding balance on the account is £4,526.34. The customer has the option to clear this amount in full, or as part of a payment plan that the company can offer to be spread over 12 months. The company says that as the outstanding balance is legitimate and payable this may become subject to interest charges and enforcement action.

### 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.

Neither party has made comments on my Preliminary Decision and the Final Decision therefore corresponds with the Preliminary Decision.

### How was this decision reached?

1. I bear in mind that adjudication is an evidence-based process in which it is for the customer to prove that the company has not supplied its services to the expected standard.
2. The customer complains that there has been an unexpected spike in her water consumption. However, the water that has entered her business premises has been measured at the meter. There is no evidence that the water meter was not working correctly and therefore it must be taken that the meter has correctly measured the water supplied. As the water passed through the meter, it moved from the Wholesaler's assets to the customer's private pipework.
3. I am mindful that it is the responsibility of a consumer of water services to pay for the water that has been used at their address. By the "use" of water, I find, is not merely water that a consumer intends to use for the consumer's own activities, but also water that is, for whatever reason, removed from the Wholesaler's supply. This therefore includes water that is wasted or which leaks into the ground. I find that it is for a customer and not for the company or the Wholesaler to take appropriate steps to prevent the wastage of water.
4. The customer has not put forward any reason why a spike in consumption might have occurred and I find that she may not know. It does not follow, however, that the company is liable for this. There is no evidence that the customer has carried out a self-leak test or called a plumber to advise. The customer or her colleagues have also refused to bear the financial risk imposed by the Wholesaler of carrying out a meter check to ensure that her meter is working correctly.
5. Although the customer says that there is a possibility of a shared supply, she has not provided any evidence of this and, in any event, the mere presence of a submeter (if there is one) would, I find, not mean that the customer is not liable for the supply of water measured at the main meter.
6. There is thus no evidence as to why such a spike should have occurred, and,

indeed, it is notable that the company does not accept that the water consumption at the premises has returned to normal levels.

7. Accordingly, I find that an average customer would reasonably expect the company to charge the customer for the water that has been measured as used at her premises. In relation to the customer's complaint that the company has taken this stance, therefore, I find that the customer does not succeed.

8. However, the customer has also complained about the length of time that the dispute about her water consumption has remained unresolved. The company has reviewed the account and has given a number of credits totaling £100.00 for failures to meet expected standards in various ways, I find, however, that this does not take into account the customer's argument that the omissions have had an adverse impact on her business in terms of time spent on the dispute and the increase in indebtedness.

9. For example, the company has accepted that the supply check promised to the customer in February 2019 was not raised and this was not communicated to the customer, that her complaint was not treated as such in September 2019, which means that the resolution process was not initiated until one year later in September 2020. I agree with the company's assessment that in these respects it did not provide the level of service that an average customer would reasonably expect and, I find, added considerably to the inconvenience suffered by the customer in not having this dispute resolved.

10. On the other hand, I do not accept the customer's argument that the company's failure to treat the customer's objections to the bill as a complaint has resulted in escalation of the bill. This is because I find that the bill was due and payable. Moreover, I also note that in the company's reply to CCWater's pre-investigation letter, the company has explained that it has removed the following late payment charges from the customer's account:

- 26 March 2021: £70.00
- 26 March 2021: £70.00
- 30 September 2019: £180.00
- 13 August 2019: £70.00

11. It follows, therefore, that the company has already accepted a further deduction of £390.00 from the account. Although, therefore, I find that compensation of £100.00 is not proportionate to the company's failure to meet expected service standards, the sum of £490.00 is compensation of a level that an average customer would reasonably expect in these circumstances.

12. As these sums have been credited to the customer's account, I do not find that



the company is required to make a further payment of compensation.

13. Moreover, I note that the company is prepared to put a payment plan in place.

14. In all the above circumstances, I do not direct that the company shall be required to take any further action.

### 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.

- 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.

---

**Claire Andrews**  
**Adjudicator**