

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X495

Date of Decision: 07/08/2021

#### Party Details

Customer:

Company:

#### Complaint

The customer claims that the final bill for his second home, which has been unoccupied since 2016, was incorrect. He was unaware of any leaks at his second home, leading to an increase in consumption. As such, it would not be fair to expect him to pay the entire outstanding bill when no water was used. The customer is seeking the company to remove the outstanding balance from his final bill.

#### Response

The company says there is no evidence to suggest that the company's meter readings or final bill were incorrect. Accordingly, the balance set out within the customer's final bill is correct and due. Furthermore, any leaks causing an increase in consumption from the customer's private pipework is a private issue, which the company is not responsible for. Accordingly, the company cannot reduce the customer's bill as the customer is liable for the usage whether or not there is any leak within the customer's private pipework. The company has not made any offers of settlement.

#### Findings

I am satisfied the evidence shows the company did not fail to provide its services to the customer to the standard to be reasonably expected regarding its charges. The reasons and evidence provided by the customer are not sufficient to justify that the company remove the outstanding balance from the customer's final bill.

#### Outcome

The company does not need to take any further action.

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

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## Case Outline

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

• His final bill for his second home, which has been unoccupied since 2016, was incorrect. • He was unaware of any leaks which would have led to an increase in consumption. • As such, it would not be fair to expect him to pay the full outstanding bill when no water was used. • The customer is seeking the company to remove the outstanding balance from his final bill.

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

• There is no evidence to suggest that the company's meter reading or final bill were incorrect, and accordingly, the balance set out within the customer's final bill is correct and due. • Any leaks causing an increase in consumption from the customer's private pipework is a private issue, which the company is not responsible for. • Accordingly, the company cannot reduce the customer's bill as the customer is liable for the usage whether or not there is any leak within the customer's private pipework.

## 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 centres on whether the customer's meter readings and the final bill were correct.
2. The company must meet the standards set out in OFWAT's Charges Scheme Rules and the Water Industry Act 1991.
3. I understand that a new account was opened for the customer in February 2015, following a period when the property was rented out by the customer. The evidence shows that a monthly direct debit was set up to pay the water services bills, and I understand that there was no dispute raised over any of the metered water bills from the readings taken until March 2019.
4. The meter readings put forward in evidence shows that up to 27 July 2017, there was very low usage of water with an average daily use of just 0.11 cubic metres, which the company assess as low usage for one occupier. However, from 27 July 2017, the meter readings show there is a rise in usage.
5. On 6 March 2019, the customer contacted the company after receiving a higher-than-expected water services bill from the high meter reading shown above and where 232 cubic metres of water had been used in 187 days. The customer explained that he had found a leak on an outside tap, and he wanted his bill to be reduced and put back to "normal" levels had the leak not occurred. I understand that the company explained that it does not give allowances for water leaks in these circumstances because its policy only allows leak allowances where there has been a leak on the external water supply pipe.
6. The evidence shows that further discussions took place between the customer and the company resulting in the company offering a outside of policy leak allowance. A credit of £229.16 was then applied to the customer's account.
7. The photographs supplied within the company's response show that there was a further increase in consumption between 6 February and 4 August 2020. During this period, the company investigated the wastewater pipework surrounding the customer's property and found that the customer should have been billed for wastewater services and standing charges throughout his occupancy of the property. I note that after further discussions with the customer, the company made a decision not to back charge the customer the significant amount of money for the wastewater charges it had not billed him for since 2005.
8. On 12 November 2020, the customer sold the property, and a final bill of £420.12 was sent to the customer on 17 November 2020. I understand that the final balance was not paid as the customer had cancelled his direct debit.
9. Further discussions then took place between the parties concerning the spike in

usage between 6 February and 4 August 2020. On 3 December 2020, the company found that following the customer's vacation of the property, the usage had dropped, and the final bill was revised to £309.58. However, the customer remained unhappy with the final balance and failed to respond to any of the company's notices regarding further action.

10. Following further correspondence between the parties, the customer contacted CCWater to pursue the matter further and request that the company cancel his final bill of £309.58. I understand from the evidence that at the end of the CCWater investigation, the company had explained that there was no evidence to suggest that the company's meter reading or final bill were incorrect. Furthermore, any leaks causing an increase in consumption from the customer's private pipework is a private issue, which the company is not responsible for. The customer remained unhappy, and on 11 June 2021, commenced the WATRS adjudication process.

11. Concerning whether the company's charges and the final bill were correct during the customer's tenancy, the meter readings provided by the company show that water was used during the period from 6 February to 4 August 2020 and that the company was correct to bill the customer its charges for this usage. On 12 November 2020, the customer sold the property, and a final bill of £420.12 was sent to the customer on 17 November 2020. I understand that the company then revised the customer's final bill to reflect the customer's final meter reading.

12. After careful analysis of the correspondence and evidence, I cannot find any indication of a failure by the company concerning its meter readings or charges. The increase in consumption between 6 February and 4 August 2020 seems to be either a leak on the customer's private pipework which was subsequently fixed or actual consumption used either within the property or for watering the property's gardens. The customer is liable for any usage whether or not there is any leak within the customer's private pipework, and in light of the above, I find there are no grounds to conclude that the company has failed to provide its services to the customer to the standard to be reasonably expected by the average person.

13. The company has certain obligations in respect of its customer services. From the evidence provided, I am satisfied that by the end of the company's dialogue with the customer, the company had adequately explained the reasons why its charges were correct.

14. The customer has made comments on the Preliminary Decision concerning questions the evidence provided and the reliability of the meter readings. However, I note that since the customer has left the property the company has carried out check reads of the meter found that the usage has fallen. Furthermore, there has been no evidence put forward which would indicate an error with the meter or its

readings. Accordingly, I find that the customer's comments do not alter my final decision.

15. In light of the above, I find the evidence does not show that the company failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning its charges, nor does the evidence show that the company failed to provide its services to the standard to be reasonably expected when investigating these issues. Furthermore, I am satisfied there have been no failings concerning customer service as the company has provided a good level of service throughout its dialogue with the customer.

### **Outcome**

1. The company does not need to take any 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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**Mark Ledger**  
**Adjudicator**