

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X500

Date of Decision: 05/08/2021

Party Details

Customer:

Company:

Customer's Representative:

Complaint

The customer claims that he will be disadvantaged by being billed on a metered rate rather than on a fixed-rate annual charge. It would not be fair to expect him to pay substantially more each year for water when his surrounding neighbours may continue to pay standard, non-metered bills for the foreseeable future. Furthermore, he had not requested or consented to a meter being installed in 2019 or the switch to metered billing after two years. The customer is seeking the company to extend his switch to metered billing to the date when his entire immediate area has water meters installed and are forced to switch.

Response

The company says that in accordance with the Water Industry Act 1991 and the Water Industry Regulations 1999, the use of a Meter for billing purposes is lawful and justified. The company is entitled under section 162 of the Water Industry Act 1991 to charge the customer using a variable tariff when his two-year comparison period has expired. Furthermore, the company has provided a good level of service throughout its dialogue with the customer, and therefore the company is not liable for any damages in this respect. 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 the use of the Meter for billing purposes. The evidence is not sufficient to justify the customer's claim that the company extend his two-year switch to metered billing to the date when his entire immediate area has water meters installed and are forced to switch.



The company does not need to take any further action.

The customer must reply by 03/09/2021 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

- He will be disadvantaged by being billed on a metered rate rather than on a fixed-rate annual charge. It would not be fair to expect him to pay substantially more each year for water when his surrounding neighbours may continue to pay standard, non-metered bills for the foreseeable future.
- Furthermore, he had not requested or consented to a meter being installed in 2019 or the switch to metered billing after two years.
- The customer is seeking the company to extend his two-year switch to metered billing to the date when his entire immediate area has water meters installed and are forced to switch.

The company's response is that:

- In accordance with the Water Industry Act 1991 and the Water Industry Regulations 1999, the use of a Meter for billing purposes is lawful and justified.
- The company is entitled under section 162 of the Water Industry Act 1991 to charge the customer using a variable tariff.
- The company is not compelled to prevent the Meter's use to charge the customer using a variable tariff when his two-year comparison period has expired.
- Furthermore, the company has provided a good level of service at all times throughout its dialogue with the customer, and therefore the company is not liable for any damages in this respect.

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 is disadvantaged by being billed on a metered basis rather than on a fixed-rate annual charge. The company states the Government has published guiding principles that state that where a water company is in an area designated as an area of severe water stress, it must consider compulsory metering.
2. Within its defence, the company has provided OFWAT's guidance on the Water Meters and pointed out the relevant sections of the Water Industry Act 1991 and the Water Industry Regulations 1999.
3. As stated within OFWAT's guidance, water companies in high stressed areas can compulsorily meter their customers. As shown within the various documents put forward in evidence by the company, most of the south-east and eastern England are classed as seriously water-stressed. The customer's property falls within one of these areas classed as water-stressed.
4. The company states that, as the customer's property falls within an area classed as water-stressed, the company is entitled under section 162 of the Water Industry Act 1991 to install a Meter on a compulsory basis and therefore set a tariff based on the volume of water used.
5. The evidence shows that following an enquiry by the customer, on 11 April 2019, the company attend the customer's property to install an external meter under the company's Meter Option Scheme. However, when the company's technicians attended, they could not locate the Boundary Stop Tap, and a meter was not installed. The company raised a work order to fit a new Boundary Box, Boundary Stop Tap and Meter under the Meter Option Scheme.
6. On 23 April 2019, the customer contacted the company to cancel the works to fit a new Boundary Box and Boundary Stop Tap and Meter as under the company's Meter Option scheme, the customer was not eligible for a two-year journey before switching to meter charges. The customer stated that he would rather wait and have a meter fitted under the Universal Metering Program.
7. The evidence shows that as part of its Legacy Universal Metering Program, the company installed a new Boundary Box, Boundary Stop Tap and Meter at the customer's property in June 2019. The evidence shows as part of the company's Universal Metering Programme, at the end of the customer's two-year comparison period, his fixed charge account would be closed, and a new metered account

would be opened for him.

8. From the evidence put forward, in my view, the company has shown that the Water Industry Act 1991, as amended, allows it to implement a programme for setting tariffs based on the volume of water used in areas designated to be areas of severe water stress.

9. Having reviewed the evidence in full, I must find that the company has implemented the compulsory metering scheme fully in accordance with the applicable legislation. Because of this, I find the policy to install water meters and use them for billing purposes has been properly implemented. I have no authority to direct the company to make an exception for the customer. As the customer's property falls within an area classed as water-stressed, the company can insist on fitting a water meter, and it is correct to switch the customer to a metered tariff two years after his Meter was fitted.

10. I acknowledge the customer's various arguments that he would likely have to pay around £100.00 more a year on a meter, compared to his current non-metered billing and that he would be disadvantaged by being billed on a variable tariff based on water usage. Furthermore, I acknowledge the customer's arguments that it would not be fair to expect him to pay substantially more each year for water when his surrounding neighbours may continue to pay standard, non-metered bills for the foreseeable future. I note the customer comments that if all properties must be moved on to metered billing as part of the Universal Metering Program policy, it is the enforced switch that must be done at the same time for reasons of fairness. Whilst I sympathise with the customer, I find these issues do not affect the legitimacy of the compulsory metering scheme, the requirement for the customer's property to be fitted with a water meter, or the change of tariff from a fixed annual tariff to a variable tariff based on water usage.

11. I am satisfied the company has a clear legislative basis for implementing a scheme of compulsory metering, and I find the customer has not proved that the company should use the fixed tariff system rather than the tariff system based on the Meter readings. Accordingly, I find I cannot uphold the customer's claim to the company to extend his switch to metered billing to the date when his entire immediate area has water meters installed and is forced to switch. Therefore, the customer's claim is unable to succeed.

12. 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 the tariff system based on the Meter readings, 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