

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X525

Date of Decision: 22/08/2021

Party Details

Customer:

Company:

Complaint

The customer has a dispute with the company regarding its refusal to install a meter at his property in 2015. The customer says that without any change in circumstances the company agreed to install a meter when he made a subsequent application in 2018. The customer believes this has caused him financial loss over the three-year period. 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 refund the excess charges in the amount of £600.00.

Response

The company acknowledges that the customer applied for a meter to be installed in 2015, but states that he cancelled his application before a metering survey was carried out. The company says when the customer applied again in 2018 it installed a meter, but its charges policy does not permit applying a metered tariff before installation. The company has not made any offer of settlement to the customer and confirms it will not refund charges incurred prior to the meter installation.

Findings

I find that the customer has not established on a balance of probabilities that the company was at fault for not installing a meter in 2015. The customer has not supplied sufficient evidence to justify his claim. I find the company has complied with its own procedures and applicable legislation. 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 succeed.



The company does not need to take further action.

The customer must reply by 21/09/2021 to accept or reject this decision.

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X525

Date of Decision: 22/08/2021

Case Outline

The customer's complaint is that:

- He has experienced an ongoing dispute with the company concerning issues with metering and its refusal to install a meter in 2015. Despite the customer's recent communications with the company, and the involvement of CCWater, the dispute has not been settled.
- In 1973 he converted two existing cottages into one single dwelling.
- He originally applied on 22 February 2015 to have a meter installed at his property.
- A few days after his application a company surveyor attended the property and inspected the two adjacent stop taps outside the building. The customer states that the surveyor informed him that as the property received two separate supplies a meter could not be installed.
- Consequently, he continued to be charged on a Rateable Value [RV] tariff.
- On 24 February 2018 he applied again for a meter and another survey inspection took place. On this occasion the company agreed to install a meter and promptly did so in March 2018.
- Prior to the installation of the meter his annual water charges amounted to approximately £300.00 but after the change to a metered charge they significantly reduced to approximately £100.00. As a result, he believes he has suffered a negative financial impact because of the failure to install the meter when originally requested in 2015.
- He contacted the company to query why the meter was not installed in 2015 and was advised that its records show that he cancelled the meter application. The customer refutes this.
- Believing the company had not properly addressed his concerns he, on 22 November 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 and requested more detailed information from it and to review the customer service provided.
- The company responded to CCWater advising that its records show that he had informed the surveyor whilst he was en-route that he no longer required a meter to be installed, and both the survey and meter application were cancelled.
- In February 2021 he opened proceedings against the company in the Small Claims Court, and he was advised that as a consequence his case would be closed by CCWater.
- In June 2021 he withdrew his case from the Court and resumed his complaint with CCWater.
- On 14 June 2021 CCWater confirmed that it could not take any further steps to alter the position of the company and recommended he escalate his complaint to the WATRS Scheme.
- 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 16 June 2021, referred the matter to the WATRS Scheme where he requests that the company be directed to refund excess charges in the amount of £600.00 for the period between 2015 and 2018.

The company's response is that:

• It provided its response to the claim in its submission dated 20 July 2021. • It acknowledges that on 22 February 2015, the customer submitted an online application for a meter to be installed at his property. Its records show it contacted the customer on 25 February 2015 and agreed that the sub-contract metering team would attend the property on 27 February 2015. • It confirms that its records show the customer contacted it again on 27 February 2015 and instructed that he wished to cancel his meter application. The company says the instruction was received whilst its surveyor was on his way to the property, and this is evidenced by the fact that the surveyor had a work sheet made out for the job but did not complete it because the visit did not take place. The company closed the application, and no further action was taken. • The customer again applied for a meter on 23 February 2018 and the company installed the unit on 26 March 2018. • It notes that when a surveyor undertakes a metering survey, images are attached to a work sheet. This can clearly be seen in the work sheet for the 2018 application, while no images are seen on the 2015 work sheet thus indicating a survey was not undertaken. • The customer contacted it on 13 November 2020 to query why a meter was not fitted in 2015, and subsequently two telephone discussions were held on 17 and 30 November 2020. • It was contacted by CCW on 15 December 2020 and replied that metered charges can only be applied from when a meter is installed and cannot be backdated. • It acknowledges that the customer commenced but subsequently withdrew legal action against it. • In summary, it believes that it followed its own procedures and legal requirements, and notes that the customer has not supplied any evidence to support his claim that he was refused a meter installation in 2015. • The company declines to refund the amount of £600.00 as claimed by the customer as it believes there is no basis for doing so. The customer's comments on the company's response are that: • On 20 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 stated that the company surveyor attended his property in 2015 and informed him that having two supply pipes prevented him having a meter fitted. The customer asserts that the company has not presented evidence at any time to confirm its statement that he cancelled the survey before it took place.

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 relates to the customer's dissatisfaction that the company declined to fit a meter at his property in 2015. The company states that the customer withdrew his meter application before its surveyor attended the customer's property, a statement the customer rejects.
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. I have taken note that the customer referred his dispute to the Small Claims Court in February 2021. The Rules of the WATRS Scheme preclude a case being adjudicated if it is subject to existing and ongoing legal action. I can see from the e-mail dated 17 June 2021 sent to the company by the customer that he confirmed the legal action had been withdrawn. I am satisfied from the subsequent actions of the company that it accepted the customer's confirmation.
4. I can see that the parties agree that on 22 February 2015 the customer contacted the company and requested to have a meter fitted at his property. They also agree that 27 February 2015 was the date confirmed for a metering survey to be undertaken.
5. The parties do not agree on whether the survey actually took place. The customer says it did, with the surveyor identifying two number stop taps outside the building and stating because of the two separate supply pipes a meter could not be fitted. The company, on the other hand, denies its surveyor visited the property and says the customer contacted it on 27 February 2015 to withdraw his meter

application and the company informed the surveyor whilst he was travelling to the property.

6. No evidence has been put forward to prove that the company's surveyor attended the customer's property in 2015.

7. The company has provided copies of the applicable service orders for both 2015 and 2018. The screenshot for 2015 shows that the job was raised on 24 February 2015 and that a named surveyor was appointed on 25 February 2015. The screenshot concludes by recording that the job was cancelled on 27 February 2015 because of a cancellation request received from the customer.

8. Additionally, the company states that a surveyor will always attach to the job sheet photographs taken during the survey, both before and after. The company supplies evidence to show such photos taken during the 2018 survey, but none were attached to the 2015 survey.

9. The company says that had the survey taken place the surveyor would either have arranged for a meter to be installed or issued a notice confirming a meter could not be fitted. I can see that neither of these options were actioned at the time.

10. I take note that the company's policy, as noted in its Water Meter Application Pack, states that if a metering application is unsuccessful the company would offer to implement an assessed charge tariff if this proved more beneficial to the customer than the existing RV tariff. Again, I see no evidence that the company made such a proposal.

11. I also take into consideration the customer's statement that CCTV images captured by a neighbouring property have been identified. I also can see that the customer requested from the company the exact time on 27 February 2015 that the surveyor was informed to abort the survey, such that the customer could more accurately examine the purported CCTV footage. The time of 12:30 was stated by the company. However, I note that the customer has not submitted into evidence any CCTV recordings.

12. As I have noted above, in order for the customer's claim to succeed, the evidence provided must show that the company has not provided its services to a level to be reasonably expected of it. Based on the evidence submitted by the parties I find that it has not been established on a balance of probabilities that the company has failed to provide its services to a reasonable level when dealing with the customer's meter application submitted in 2015.

13. The customer has requested in his application to the WATRS Scheme that the company be directed to refund purported excess charges during the period

between 2015 and 2018. As I have found that the customer has not established that the company was in error by not fitting a meter in 2015 it thus follows that I find the customer's requested refund of charges does not stand. I shall not direct that the company refunds the sum of £600.00 as requested by the customer.

14. 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 10 August 2021.
- The company submitted its response to the Preliminary Decision on 17 August 2021.
- The company noted the contents of the Preliminary Decision and confirmed it had no further comments to add.
- The customer submitted comments on the Preliminary Decision, also on 17 August 2021.
- The customer reiterates his previously stated position that he did not cancel the surveyors scheduled visit in 2015. He believes this is misinformation originating from the surveyor in question.
- The customer also queries why the company waited for five years before stating that it was he who had supposedly cancelled the visit.
- 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.

- 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.
-

Peter Sansom
Adjudicator