

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

**Adjudication Reference:** WAT-X542

**Date of Decision:** 04/09/2021

#### Party Details

**Customer:**

**Company:**

#### Complaint

The customer has a dispute with the company regarding receiving a high bill based on a meter reading following a long period where bills were issued based on estimated readings. The customer notes that she retained a private plumber who identified leaks at the property but claims these were minor leaks and would not have caused the spike in consumption. The customer claims that despite ongoing discussions with the company the dispute is unresolved and therefore she has brought the claim to the WATRS Scheme and asks that the company be directed to investigate her claim again and recalculate the large bill, pay compensation, and issue an apology.

#### Response

The company states that it is not responsible for granting retrospective bill adjustments, as this responsibility rests with the water wholesaler. The company states it has taken all reasonable steps to have the wholesaler permit recalculation of the bill and/or to grant a leak allowance. The company has not made any offer of settlement to the customer and is not able to agree to the customer's request.

#### Findings

I am satisfied the company acted reasonably in its dealings with the customer, and that the company is not responsible for granting a bill recalculation. I find the company made reasonable efforts to have the wholesaler permit recalculation of the bill, but without success. 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 company does not need to take further action.

The customer must reply by 04/10/2021 to accept or reject this decision.

# ADJUDICATOR'S FINAL DECISION SUMMARY

**Adjudication Reference:** WAT-X542

**Date of Decision:** 04/09/2021

## Case Outline

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

- She has experienced an ongoing dispute with the company concerning problems with metering and billing on her account. The customer says that the company did not take meter readings for a period of over three years and that a bill issued in November 2019 was incorrect. The customer says the company declines to amend the bill. Despite the customer's recent communications with the company the dispute has not been settled.
- Prior to June 2016 the school was in account with REDACTED for the supply of water services. • In June 2016 its account was moved to the company, who became the water retailer, while REDACTED took up the position of water wholesaler. • In September 2019 she understood that she had not received from the company a bill based on actual meter readings since the date it took over the account. The customer says all bills had been based on estimated readings. • Also in September 2019, she took her own meter reading and submitted it to the company. Subsequently she received a bill dated 11 November 2019 in the amount of £81,996.14. • She disputed the bill. The customer states that in the three year period prior to June 2016 her total consumption was 11255, while in the period June 2016 to June 2021 the consumption jumped to 36362. • According to the company's figures consumption had practically doubled, while no material changes had occurred at the property -- pupil numbers unchanged, working hours unchanged, and no construction works undertaken. • She has organised a private plumber to investigate at the property and he did not identify any leaks in the system. The customer says the plumber's report was sent to the company. • Despite her request to do so, the company has not examined her meter to confirm if it is operating correctly. She further notes that the company has said a leak on its own assets has not been identified as the cause of the increased consumption. • The company has not supplied any explanation to justify the large increase in consumption since it became responsible for raising bills, nor has it explained to her why it relied on estimated readings for a period of approximately three and a half years. • The customer remains dissatisfied with the response of the company and has, on 21 July 2021, referred the matter to the WATRS Scheme where she requests that the company be directed to investigate her account and correct it, refund overcharges, issue an apology, and pay her compensation in the amount of £786.30.

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

- It provided its response to the claim on 21 July 2021. • It acknowledges that it took

over responsibility for billing the customer as from 01 April 2017, not June 2016 as stated by the customer. • On 23 July 2018 its meter readers were unable to achieve access to the meter, and a confirmation of this was sent to the customer on 25 July 2018. • It took subsequent meter readings on 16 January 2019 and 02 September 2019. • Following a high reading recorded on 02 September 2019 it advised the customer to perform a leak test, and this proved positive for an existing leak. The company says it informed the customer that the leak would need to be repaired before it could approach the wholesaler in respect of seeking a leak allowance. • The customer subsequently fixed the leaks and completed a leak allowance application form, on which she recorded that the leaks were remedied on 29 September 2020. • It took a further meter reading on 18 January 2021 and this showed that consumption had returned to normal. • It acknowledges that the customer requested to have the meter tested for accuracy, and notes that it did not pass this request on to the wholesaler because it believed that consumption had returned to normal levels. • It also acknowledges that the customer raised the possibility that works undertaken by the wholesaler in the road adjacent to the school building between April and June 2020 may have affected the level of consumption. The company says it passed the question to the wholesaler who replied that it had no record of undertaking any works near the school during the times stated by the customer. • It also approached the wholesaler in respect of granting the customer a leak allowance. The wholesaler declined to approve an allowance. • It is obliged to read meters once every two years as a minimum requirement, although it attempts to take readings every six months. It states that it has met the obligation in the case of reading and attempting to read the customer's meter. • In summary, it confirms that it contests the customer's claim.

### 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 issued bills based on estimated readings for a period of over three and a half years, and a bill issued after a meter reading was eventually taken was extremely high. The customer complains that the company refuses to explain the high charges or to adjust them.
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 am aware that both the water retailer and water wholesaler are referred to in the claim made by the customer. The retailer is REDACTED Ltd and the wholesaler is REDACTED Ltd. In this WATRS adjudication decision, REDACTED Ltd is defined as the "company".
4. I further find that it is useful at this point to set out the different responsibilities of retailers and wholesalers in respect of business customers. Simplistically, the wholesaler is responsible for the provision and maintenance of the water supply and sewerage networks and the retailer handles account management, billing, customer service etc. The wholesaler bills the retailer in bulk for the water consumed/collected by its customers with the retailer then billing the individual customer.
5. Following the opening of the business water market on 01 April 2017 the wholesaler is permitted to set the tariffs for water delivery/sewage collection and maintenance of the water supply/collection network. This also means that the wholesaler sets out its other procedures such as leak allowances, refunds, bill adjustments, etc.
6. The retailer does not set tariffs nor grant rebates, allowances, or bill adjustments and is obliged in its customer facing role to manage administrative dealings such as billing, meter reading, and providing customer services.
7. From the evidence provided to me I am aware that the customer's property is classified as a business and therefore she is a customer of the company and not the wholesaler. The customer receives water services from the wholesaler, but the company issues a bill to the customer.
8. The customer states that the company was responsible for issuing bills on her account as from June 2016, the company disputes this and says it took

responsibility as from 01 April 2017. I am satisfied that the company is correct due to the changes in the business water market system that took effect from 01 April 2017.

9. The customer contends that the company did not take any meter readings from June 2016, and says all bills prior to September 2019 were based on estimated readings.

10. The company states that it attempted to read the customer's meter, without success, on 23 July 2018 and confirmed this to the customer. She has not denied the company's stated position.

11. I can see that the company did read the meter on two subsequent occasions, 16 January 2019 and 02 September 2019. Again, I note the customer has not disputed this.

12. The company identified that the reading taken on 02 September 2019 indicated a higher than normal consumption and advised the customer to undertake a leak test. It appears the test identified the presence of leaks at the school property.

13. However, it seems to me that the customer did not repair the leaks until 29 September 2020, more than one year later.

14. The customer contends that the leaks were of a minor nature and would not have caused the consumption spike. The customer does not submit any evidence to support this position.

15. The next meter reading after the repairs was taken on 18 January 2021. The company contends that the reading confirms that consumption had returned to normal and thus also confirms that the consumption spike had been caused by the long-term leakage. Again, the customer does not dispute the company's position.

16. The customer contends that work undertaken by the wholesaler during the period between April to June 2020 at a location adjacent to the school building may have affected the consumption levels, either by causing leaks or by fixing them. Unfortunately, the customer does not submit any evidence to support her understanding and the wholesaler denies carrying out any works during the period identified by the customer.

17. I can see that the wholesaler did acknowledge that work was undertaken in the general location of the school on 30 September and 01 October 2019, but it stated that the works were to identify the location of a buried manhole and that no work was done on the customer's meter or in an adjacent area that could have affected the customer's supply. I am not satisfied that the customer has established on a

balance of probabilities that any works of the wholesaler could have negatively affected her consumption.

18. As I have noted above, the company cannot issue leak allowances nor readjust bills based on metered consumption. This is the responsibility of the wholesaler. I also note that the wholesaler's policy is that once the presence of a leak becomes known the customer has a maximum period of thirty days to effect repairs. If this thirty day time period is not respected the wholesaler will decline to accept any application.

19. The leak was identified on or around 02 September 2019, but the customer confirmed that it was not repaired until 29 September 2020.

20. I can see that the company referred the customer's complaint to the wholesaler in November 2020. Subsequently, on 19 January 2021, it again referred the issue back to the wholesaler upon receiving a challenge from the customer, but the wholesaler would not alter its position that the customer had failed to repair known leaks within the thirty day period and as such it would not authorise payment of a leak allowance or a recalculation of charges.

21. From my examination of the evidence submitted to me by the parties, I am satisfied that the company has acted reasonably on behalf of the customer in its dealings with the wholesaler and in attempting to secure a bill adjustment on her account. Thus, I am unable to direct that the company investigate her account again as it is not the entity that can investigate and reach a different decision.

22. Along with the investigation the customer has requested a credit of overcharges identified from a new investigation. As the customer's complaint is against the company and not the wholesaler, I am not able to direct that the customer receives a bill re-calculation as she has requested.

23. The customer has also requested in her application to the WATRS Scheme that she receive the amount of £786.30 in compensation for the time she has spent attempting to resolve the dispute.

24. From the evidence submitted I am not persuaded that the customer has established on a balance of probabilities that the company is liable to pay compensation. She has not established any direct financial loss, nor has she identified any stress or inconvenience suffered whilst dealing with the company. I further take note that the customer is submitting the claim as a representative of a business and not in a personal capacity where she would be utilising her own time.

25. Thus, I find that compensation is not applicable, and I shall not direct the company to make any compensatory payment.

26. 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 20 August 2021.
- The customer has submitted detailed comments on the Preliminary Decision on 25 August 2021.
- The customer reiterates her position that the company did not provide its services to a reasonable level, and that she was not made aware that the wholesaler's policy required leaks to be repaired within thirty-days otherwise an allowance would not be granted.
- The customer also contends that the majority of the leaks identified by the retained third-party plumber were rectified within thirty-days.
- The customer also repeats her contention that works were undertaken by the wholesaler outside the school perimeter during 2020.
- Having examined the customer's comments 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**