

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

**Adjudication Reference:** WAT-X553

**Date of Decision:** 08/09/2021

#### Party Details

**Customer:**

**Company:**

#### Complaint

The customer has a dispute with the company regarding receiving a high bill based on a meter reading taken in July 2018. The customer contends that the bill showed such a significant increase since the previous reading that he believes the meter was not functioning correctly and was over recording his consumption. 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 investigate his claim again and take a more realistic approach to the charges it raised in July 2018.

#### 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, but without success. 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 06/10/2021 to accept or reject this decision.

# ADJUDICATOR'S FINAL DECISION SUMMARY

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**Date of Decision:** 08/09/2021

## Case Outline

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

- He has experienced an ongoing dispute with the company concerning problems with billing on his account. The customer says that a meter reading taken in July 2018 had greatly increased from the previous reading taken in January 2018 and he disputes using such a volume of water during this period. The customer says the company declines to amend the bill. Despite the customer's recent communications with the company and the involvement of CCWater the dispute has not been settled.
- The water meter at the premises was installed in 2011.
- On 23 January 2018 his meter was read and recorded a figure of 2508.
- On 28 July 2018 the meter was read again and recorded a figure of 10453. The customer says this equates to the business consuming 7945 litres of water in a period of only six months.
- He checked for a water leak at the property, but none was identified. He confirmed that it is the normal custom and practise at the business to check at the end of each day to ensure that all taps are closed.
- As a result, he believes that the meter was malfunctioning and over-recording his consumption.
- He notes that his annual usage between July 2015 to July 2016 was 877m<sup>3</sup>, and between January 2017 to January 2018 it was 149m<sup>3</sup>.
- He further notes that between July and September 2019 his average daily usage was 5.46m<sup>3</sup> but that following a meter change it reduced to 4.43m<sup>3</sup> per day between April and July 2020.
- He complained to the company about the high 2018 readings on 16 December 2019. He contends that the complaints process of the company was very slow, and they dismissed his complaint and rejected his claim to have the readings and the meter checked.
- Believing the company had not properly addressed his concerns the customer, on 28 February 2021, escalated his complaint to CCWater who took up the dispute with the company on his behalf.
- CCWater contacted the company and requested to receive a detailed explanation of its position and actions in respect of dealing with the customer's complaints. The company replied with a full response to the questions raised by CCWater. It confirmed that it complied with a request from the customer and had the meter tested for accuracy and that the test identified the meter was under recording. It further confirmed that it had referred the issue to the wholesaler who declined to revise the issued charges.
- On 30 April 2021, CCWater confirmed that it could not take any further steps to alter the position of the company and was closing his complaint.
- 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 29 July 2021, referred the matter to the WATRS Scheme where he requests that the company be directed to take a more realistic approach to the charges and understand that it is not possible that the metered quantity of water could have been consumed.

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

- It provided its response to the claim on 11 August 2021.
- On 01 March 2019 the customer contacted it to query a high bill issued in July 2018. The customer was advised to undertake a leak test and to retain a plumber to have any leaks repaired as it could not approach the wholesaler for a leak allowance while the leak remained active.
- On 01 April 2019 the customer confirmed that he had not identified any leakage at the property. The company notes that he did not provide a plumber's report to confirm the absence of leaks.
- On 29 August 2019 a meter accuracy test confirmed the meter was recording correctly, but because of a damaged face the meter was replaced.
- On 02 October 2019 the wholesaler confirmed that the meter had been tested at an independent laboratory and showed that it had been under-recording. The company requested the wholesaler to consider approving an amendment to the July 2018 bill.
- On 06 November 2019 the wholesaler confirmed it would not approve revising the bill based on the average daily consumption recorded on the replacement meter.
- Ongoing contact was retained with the customer throughout 2020 because he remained unhappy about the high bill from 2018. It also acknowledges that it was contacted by CCWater on 07 April 2021 regarding the customer's complaint and responded accordingly.
- In summary, it confirms that the customer has not confirmed any leaks at the property and that the meter test showed the unit had been under-recoding. The company notes that it has requested, without success, for the wholesaler to permit recalculation of the 2018 charges. The company is satisfied that the consumption recorded is a genuine record of water passing through the meter.

**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 has refused to investigate and amend an unusually high bill raised in July 2018. The customer believes that the water meter serving his property was over-recording.
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 REDACTEDLtd and the wholesaler is REDACTED Ltd. In this WATRS adjudication decision, REDACTEDLtd 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 he 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 contends that the metered quantity of water consumed between

January and July 2018 is incorrect. He states that he does not believe that a consumption of 7945m<sup>3</sup> is possible at the business premises.

9. I note that in March 2019 he contacted the company to query the bill. The company advised him to retain the services of a plumber and to have him undertake a leak test.

10. It seems to me that the customer did not retain a plumber but assured the company that he could not identify any leak at his property.

11. The company has confirmed that the meter reading taken in July 2018 was a visual not estimated reading and has submitted a photograph of the meter confirming the billed reading of 10453.

12. I also take note that in August 2019 the company tested the meter in-situ and established that it was not over-recording.

13. Further, in October 2019 the wholesaler had the meter tested at an independent laboratory where it was confirmed that the meter had, in fact, been under-recording. I am supplied with a copy of the report from the independent laboratory.

14. I can see that upon receiving this information from the wholesaler, the company requested it to consider investigating the consumption recorded in 2018 with regard to possibly granting an amendment to the bills issued. The wholesaler declined to amend the bill issued in July 2018.

15. 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 his account.

16. As I have noted above, the company cannot readjust bills based on metered consumption. This is the responsibility of the wholesaler. As the customer's complaint is against the company and not the wholesaler, I am unable to direct that the company investigate his account again in an attempt to "take a more realistic approach" to the bill raised in 2018. The company is not the entity that can investigate and reach a different decision.

17. From the evidence submitted I am not persuaded that the customer has established on a balance of probabilities that the company has erred in its actions or failed in presenting his complaint to the wholesaler.

18. 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 31 August 2021.
- The customer has submitted comments on the Preliminary Decision on 02 September 2021.
- The customer reiterates his belief that he does not understand how the business could have consumed such a large quantity of water as stated by the company.
- The customer states that he does not understand where such a large volume of water may have ended up.
- Having read the customer's comments I am satisfied that no amendments are required to the Preliminary Decision.

## 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.

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**Peter Sansom**

# Adjudicator