

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X575

Date of Final Decision: 24 September 2021

#### Party Details

**Customer:** The Customer

**Company:** The Company

#### Complaint

The customer has a dispute with the company regarding purported overcharging from 2007 to date. The customer claims she has been overcharged since taking up residence in the property and she believes a tree close to her meter box has distorted meter readings. The customer acknowledges the meter was changed in 2020 but says her consumption has not decreased as the tree remains in place. The customer claims that despite ongoing discussions with the company and the involvement of CCWater the dispute is unresolved and therefore she has brought the claim to the WATRS Scheme and asks that the company be directed to address the tree problem, refund all overcharges since 2007, pay compensation for stress and inconvenience, and provide an apology.

#### Response

The company states that it has investigated the tree issue and cannot identify that it has negatively impacted the performance of the meter. The company says it first became aware of the customer's billing concerns in December 2019 and believes it has taken all reasonable steps to assist her. It notes that it replaced the meter in 2020 and has used a data logger to ensure the meter is working as it should and that abnormal usage was not affecting the customer's ADU. The company has not made any offer of settlement to the customer but did make a discretionary allowance to the customer's account in the sum of £141.83.

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**Preliminary Findings**

I find that the company has responded in a reasonable manner to the customer's complaint. I further find that the customer has not established on a balance of probabilities that the company has been overcharging her or that the meters were over-recording. 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 stand.

**Preliminary Outcome**

The company does not need to take further action.

The customer must reply by 22 October 2021 to accept or reject this decision.

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# ADJUDICATOR'S FINAL DECISION

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Date of Final Decision: 24 September 2021

## Case Outline

### The customer's complaint is that:

- She has experienced an ongoing dispute with the company concerning issues with billing and metering on her account. Despite the customer's recent communications with the company, and the involvement of CCWater, the dispute has not been settled.
- She first took up occupation of her property in September 2007.
- The property is an apartment in a residential block, and prior to taking up residence she dwelt in a semi-detached house. She contends that the final monthly bill at the house was £14.00 and thus she expected to pay a lower bill in a smaller property.
- The first bill she received at the apartment was £21.50/month, higher than the final bill at the house. The customer believes she was overcharged from the outset and has continually been overcharged since taking occupation.
- She has liaised with the other occupiers of the apartment block and has identified that they pay lower water charges than the ones issued to her.
- She complained to the company about the existence of a tree situated adjacent to the block and located close to the meter box as she believes the roots of the tree have damaged the surrounding footpath and meter box to the extent that the meter over-records her consumption.
- She contends that the company has denied that the meter was malfunctioning, but she records that it changed the meter on 13 March 2020. She states that her bills have not reduced despite the changing of the meter.
- She acknowledges that the company had an engineer inspect inside her property and that he did not identify any problems. Because of this the customer contends that her bills are based on false readings and random calculations.
- The company has based many of her bills on estimated readings because it has not physically read her meter often enough.

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- Believing the company had not properly addressed her concerns she, on or around 24 September 2020, escalated her complaint to CCWater who took up the dispute with the company on her behalf. The records show that CCWater contacted the company on 14 October 2020 and requested more detailed information from it and to review the customer service provided.
- The company fitted a logger to her supply in January 2021 to monitor her consumption and to identify if any leaks may be present.
- Following further exchanges of correspondence, subsequently, on 09 February 2021, CCWater informed to her that the company had advised it that the logger test showed no leaks present or any abnormal usage. CCWater advised her that it believed the company would not change its position and thus confirmed that it could not take any further steps to alter the position of the company and was closing her 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 12 August 2021, referred the matter to the WATRS Scheme where she requests that the company be directed to repair the damaged footpath close to the tree, pay her the sum of £10,000.00 in compensation for overcharging and inconvenience, and issue an apology.

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

- It provided its response to the claim in its submission dated 25 August 2021.
- It confirms that it has been billing the customer at the property since 29 September 2007. It further confirms that the bills are based on a measured tariff and that the meter is read twice per year.
- Its confirms that its records show that the customer first complained about her bills when it was contacted on 28 December 2019, and it sent an engineer to the property to investigate. The engineer identified a leak inside the toilet but no problems with the meter were found.
- On 13 February 2020 the customer advised it that the leak was repaired, that on 25 February 2020 it confirmed there were no leaks at the property and on 13 March 2020 the existing meter, although functioning correctly, was replaced with a new unit.

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- It denies the customer's allegation that the bills are based on false readings and unfair calculations. It states that its records confirm that all bills (with the exception of the period 15 June 2019 to 23 December 2019) were based on actual physical readings of the meter.
- It notes that its records show that the customer's average daily usage [ADU] at her previous property between 04 August 2005 and 07 June 2007 was 0.20M3. It states that this is exactly the same as her current ADU at her apartment in the period since the leaking toilet was repaired in February 2020
- Its investigations of the tree and adjacent footpath do not identify any negative impact on the meter readings.
- It attached an electronic data logger to the meter at the property between 14 January 2021 and 02 February 2021, and it identified constant ADU between 0.10 and 0.27M3 which is representative of a one or two person household.
- It made a goodwill gesture payment of £141.83 to the customer in June 2020 because of incorrect advice given in correspondence.
- In summary, it confirms that it believes it has acted fairly and reasonably in its dealings with the customer, and that all bills issued to her have been correct. It is also satisfied that the increased consumption recorded between 2016 and February 2020 is likely to be the result of the leaking toilet.

**The customer's comments on the company's response are that:**

- On 01 September 2021, the customer submitted handwritten annotations on a copy of 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 her position as previously set down. She repeats her belief that the company has been and continues to overcharge her. She denies that there was a leak in her toilet, and she states that her current water meter records usage even when all taps are closed. As per her original submission, the customer again refers to the water charges of her neighbours in the block.

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## How is a WATRS decision reached?

In reaching my decision, I have considered two key issues. These are:

1. Whether the company failed to provide its services to the customer to the standard to be reasonably expected by the average person.
2. 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 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 been billing her incorrectly since 2007.
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 take note that the customer has submitted a large amount of documentation in support of her case.
4. I can see that the parties agree that the customer took up residence in the property as from September 2007.
5. The customer contends that she believed the first bill she received at the property was higher than expected. The customer explains her opinion is based on the fact that she moved from a house to an apartment, but I am not satisfied that this is a supportable contention.
6. The customer has also stated that she has complained at the time to the company and has continuously raised the matter with it, especially in regard to requesting a new meter be installed to measure her water consumption. The customer has not supplied any evidence to support her

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- statement and I note that the company has recorded that the first contact it had from the customer in respect of her bills was dated 28 December 2019. I further note that the customer has not disputed this when entering comments on the company's response document.
7. The customer has also complained that she believes a tree outside her apartment block has raised the surrounding footpath and negatively affected the working of her meter. The customer has not supplied any evidence to support this contention. I also take note that the company states that it has examined the surrounding footpath and has not identified that the tree has or is causing any malfunction of the meter.
  8. I am satisfied that the customer has not established on a balance of probabilities that the tree is negatively impacting her meter readings, and as such I shall not direct the company to take any action in respect of the tree or the footpath adjacent to it.
  9. As noted, the customer requested to have her meter changed. The parties agree that the meter was changed on 13 March 2020. The company states that the original meter was functioning correctly and that the decision to change it was based on the fact that it could not take a physical meter reading in December 2019 because a third-party had asphalted over the meter cabinet.
  10. Also, as noted earlier, the customer first contacted the company about her billing in December 2019. I can see that the parties agree that a company engineer attended the property on 08 February 2020 and identified that water was being lost due to a faulty valve in the toilet of the property. The customer repaired the valve and the company confirmed during a subsequent engineer's visit on 25 February 2020 that no leaks were present at the property.
  11. Additionally, and to further assure the customer, the company attached an electronic data logger to her meter between 14 January 2021 and 02 February 2021. The company says that the results extracted from the logger show that no abnormal usage patterns were identified and that the average daily consumption of  $\pm 200$  litres per day over a four-week period is consistent with occupancy by one or two people. I am satisfied that the company has responded in a reasonable manner to the customer's complaint.
  12. From the evidence submitted by the company I can see that the ADU during 2014, 2015, and 2016 was  $\pm 0.22$ M<sup>3</sup>. This figure increased up to 0.48M<sup>3</sup> immediately prior to the customer having the toilet valve repaired in February 2020, and I note that following the repair the ADU returned to 0.20M<sup>3</sup> during the period 13 March 2020 to 14 June 2021.

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13. The customer has denied that she had a leaking valve in her toilet and has produced an unsigned document purportedly from a third-party plumber that states he does not agree a leak was present. I can see that the document was written more than four months after the leaking valve was identified and repaired.
14. I note the content of this submission and the accusation by the third-party that the company engineer deliberately damaged the valve in order to provide a false reason for the high bills. I find these accusations are not supported by evidence and that the tone and content of the document is not helpful to the customer's claim.
15. The customer has provided copies of bills issued by the company to certain of her neighbours in the apartment block, and has made extensive reference to the charges supposedly paid by the neighbours. However, I find that these submissions, and the customer's reference to them, do not support her claim that she has been wrongly billed since 2007. It seems to me that the customer claims that both meters installed at her property since 2007 have not recorded her consumption accurately, but I do not find it pertinent to take account of readings on other meters.
16. The customer has requested in her application to the WATRS Scheme that the company be directed to compensate her in the amount of £10,000.00, comprising a refund of purported overcharging along with an element for stress and inconvenience.
17. Following my review of the documents submitted by the customer I do not find that she has established on a balance of probabilities that the company has been consistently overcharging her since 2007. I am not satisfied that she has established that the two meters installed at her property were malfunctioning or that the tree has affected the workings of the meters. I am, however, satisfied that the company has established that the water consumed by passing through the meters is an accurate measurement of the customer's ADU. I shall not direct the company to refund charges levied from 2007 to date.
18. I am satisfied that the company has reacted in a reasonable manner to the customer after she first complained of billing concerns in December 2019. It has recorded a site visit by one of its engineer's, replaced the water meter, and attached a data logger to confirm the ADU was correct and the meter functioning correctly. I find that no act or omission by the company has contributed to any stress or inconvenience experienced by the customer. It thus follows that I shall not direct the company to pay compensation as requested.
19. 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.

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## Outcome

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 by 22 October 2021 to accept or reject this 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 R Sansom

MSc (Law); FCI Arb; FA Arb; FRICS;  
Member, London Court of International Arbitration.  
Member, CI Arb Business Arbitration Panel.  
Member, CI Arb Pandemic Business Dispute Resolution Arbitration Panel.  
Member, CEDR Arbitration Panel.  
Member, CEDR Adjudication Panel.

## Adjudicator

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