

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X550

Date of Decision: 26/10/2021

Party Details

Customer:

Company:

Complaint

The customer has a dispute with the company regarding the payment of charges raised prior to the installation of a meter. The customer contends that he requested the installation of a meter and expected it to be fitted before March 2020. The customer says it was not installed until October 2020 due to delays caused by the company and thus, he was forced to pay charges on the existing RV tariff for a longer period than expected. 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 recalculate his RV charges using actual consumption and pay him compensation.

Response

The company states that it did not receive a meter installation request until 28 April 2020 and thus it could not be fitted before the end of March 2020. The company confirms that RV charges are not based on the type of business operating at the premises and that it has no authority to change the RV used in its charge's calculations. The company has not made any offer of settlement to the customer but records that it refunded charges for the period 01 August 2020 to 13 October 2020 as it acknowledges the meter could have been installed in late July 2020. However, it declines to recalculate the RV charges raised since the customer took over the tenancy of the property in October 2019 and became liable for charges.

Findings

The claim does not succeed. I find that the evidence does not prove on a balance of probabilities that the company has erred in calculating RV charges or has significantly delayed the installation of the meter. The

customer has not provided sufficient evidence to establish how RV charges can be calculated using actual consumption. 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 23/11/2021 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

• He has experienced an ongoing dispute with the company concerning issues with billing, metering, and water supply services. Despite the customer's recent communications with the company, and the involvement of CCWater, the dispute has not been settled. • He originally leased the property in question in October 2019 and has occupied it since January 2020. • On 28 January 2020 the company opened an account at the property. • The company had incorrectly opened the account in the name of the landlord of the property and not in the name of the business. The company changed the account name to that of the business in September 2020. • The property was at that time on a Rateable Value [RV] tariff and believing the tariff to be high he applied to the company to have a water meter installed. • The water meter was subsequently installed on 13 October 2020. • The RV was high because it was based on the typical water usage of the previous occupier that operated a dry-cleaning business. • Believing the company had not properly addressed his concerns he, on 17 March 2021, escalated his complaint to CCWater who took up the dispute with the company on his behalf. The records show that CCWater contacted the company on 20 April 2021 and requested more detailed information from it and to review the customer service provided. • The company responded to him and CCWater, also on 20 April 2021, with a detailed submission that sought to justify its position in respect of charges and its role in requesting the wholesaler to install a meter. • A series of communications was exchanged between the stakeholders because he, as the customer, remained unhappy with the answers of the company. The customer confirms that he provided additional documents in support of his claim. • Subsequently, on 30 June 2021 CCWater advised him that it understood the company's position inasmuch as he had not established, despite the additional evidence, that the company had unreasonably delayed setting up his account or arranging for the installation of a meter. CCWater also informed him that it could not take any further action to have the company change its position and was therefore closing his complaint. • The customer remains dissatisfied with the response of the company and has, on 07 September 2021, referred the matter to the WATRS Scheme where he requests that the company be directed to recalculate its charges under the RV tariff to take account of actual usage and not the usage of the previous tenant, recalculate charges for the period the property was empty, issue an apology, and pay compensation.

The company's response is that:

• It provided its response to the claim in its submission dated 15 September 2021. • The customer contacted it on 17 February 2020 to inform that he was a new tenant at the property. • An account was in existence for water service charges at the property. It confirms that the customer requested to close the account and replace it with one in his own name. • The customer was advised that evidence was required to confirm change of tenancy and authority from the building owner for him to open an account in respect of the property. • It liaised with the property owner and his building agent and all necessary documents and authorities were received by 08 June 2020. • It confirms that on 28 April 2020 the building owner requested a meter to be installed, and the request was passed to the wholesaler for action. The wholesaler advised in May 2020 that because the property was on a shared supply pipe the meter needed to be installed internally. However, due to COVID lockdown regulations operating at that time it would not be entering the property and so the installation would be delayed. • When lockdown restrictions were lifted in June 2020 the wholesaler attempted to contact the customer but were unsuccessful and the proposed installation was cancelled. The company acknowledges that the wholesaler informed it accordingly, but no action was taken. • It made a second meter installation request to the wholesaler on 11 September 2020 and the meter was fitted on 13 October 2020. • It has reimbursed the customer water and sewerage charges for the period 01 August 2021 to 13 October 2021. • It denies the customer's assertion that his RV charges were based on the usage of the previous occupier, and states that charges are calculated on the size of the premises. • It was contacted by CCWater on 20 April 2021 and responded with a detailed submission on the same date. • It records that it has made appropriate reimbursements for the delay in changing the tenancy details on the account and installing the meter. • It confirms that it contests the customer's claim. For the record it states that the outstanding balance on the customer's account sits at £1,233.52. The customer's comments on the company's response are that: • On 20 September 2021, the customer submitted 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 says it took the company until February 2020 to acknowledge his contact made originally in November 2019, and it was not until January 2021 that the company finally opened an account in his name. The customer contends that the meter should have been installed prior to March 2020. He further notes that the outstanding balance is at this high amount despite him making several payments.

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 delayed in opening an account in his name, delayed installing a requested meter and has been charging him on an incorrect level of tariff.
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 R and the wholesaler is W. In this WATRS adjudication decision, R 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 (including the installation and maintenance of meters), and the retailer handles account management, billing, customer service etc.
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 install or maintain meters. It is obliged in its customer facing role to manage administrative dealings such as passing meter installation

requests to the wholesaler, 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.

8. The customer contends that the company delayed opening an account in the name of his company. He says that he contacted both the wholesaler and the company sometime in December 2019 or January 2020. However, the only evidence submitted is an e-mail exchange with his previous retailer. I do not find this document relevant to the customer's claim.

9. I take note that the company acknowledges that it first received communication from the customer on 17 February 2020.

10. I can see that there followed an ongoing exchange of correspondence between various stakeholders. It appears to me that clarification regarding the party responsible for water service charges at the property was not assisted by the number of bodies involved --- the customer, the company, the property owner, and his managing agent.

11. Notwithstanding the ongoing communications over a period of time, I take note that the company accepts that there was a delay in actioning the change of tenancy and in creating an account in the name of the customer's business. On 20 April 2021 the company made a compensatory payment to the customer in the amount of £200.00 for the delay.

12. The second limb of the customer's complaint concerns the time period taken to install a meter following his request for one. In his comments on the company's response document the customer states that he first approached the wholesaler to have it install a meter, but I am not provided with any substantiation of this.

13. The company has stated that the first request it received to have a meter installed was made by the property owner on 28 April 2020. I can see that it passed the request to the wholesaler on 13 May 2020.

14. The wholesaler states that it identified that the meter would need to be installed inside the customer's property because the supply pipe is shared. The wholesaler confirmed that due to the COVID lockdown regulations prevailing at that time it would not undertake work inside premises.

15. The wholesaler cancelled the meter application in July 2020 because it was unable to contact the customer to arrange an appointment following the lifting of the lockdown regulations. The wholesaler informed the company of its action on 15

July 2021.

16. The company acknowledges that it did not convey the wholesalers' actions to the customer. I can see that the company did not submit a further meter application until 11 September 2020, and that the meter was subsequently installed on 13 October 2020.

17. I take note that the company acknowledged its input to the delay in installing the meter and has refunded the customer charges levied for the period 01 August 2020 to 13 October 2020. In addition, it credited the customer with an additional amount of £100.00 to compensate for the failure to notify him in July 2020.

18. The customer contends that he believes the meter should have been installed prior to March 2020. However, I note that the customer has said that he first contacted his previous retailer about a meter and he has not contested the company assertion that it first received a meter request on 28 April 2020.

19. Similarly, I am not satisfied that the customer has established that the incorrect e-mail address used by the wholesaler when attempting to arrange an appointment to visit the property was the fault of the company. Again, it seems to me that this address was not provided by the customer or the company but by the owner's agents.

20. In his application to WATRS the customer requests that the company inform him of (i) the RV charge based on his business profile and (ii) what would be the RV charge for when the premises were unoccupied. The customer contends that he believes the RV charges are based on the business usage of the occupier, the company denies this.

21. Reference to the CCW website shows that RV is calculated by taking into consideration the size of the property, its general condition, and access to local amenities. The company does not have the authority to change the RV. I am satisfied that the nature of the customer's business does not affect the RV used by the company in calculating the charges.

22. I can see that the customer has confirmed that he became the tenant of the property in October 2019 but did not occupy it until January 2020. I have no evidence to show that he advised the company that the property was unoccupied and thus the charges levied could not be influenced by the state of occupancy. Overall, I find that the RV tariff charges were correctly applied, and I shall not direct the company to supply additional data on its calculations.

23. The customer further requests that the RV charges be recalculated based on "actual usage". However, actual usage can only be established by use of a meter

to record consumption, and RV charges are not based on consumption figures but on the RV, a multiplication factor, and a standing charge. I shall not direct the company to recalculate the charges.

24. The customer has requested that the company be directed to pay an unspecified amount of compensation and issue an apology.

25. I find that the evidence does not establish on a balance of probabilities that there was any error or omission on the part of the company in its actions and responses to the customer's complaints and it thus follows that I find both compensation and an apology to be not appropriate. I shall not direct the company to pay compensation nor to issue an apology.

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.

The Preliminary Decision

- The Preliminary Decision was issued to the parties on 12 October 2021.
- The customer has submitted comments on the Preliminary Decision on 19 October 2021.
- The customer reiterated his previous position but did not introduce any additional evidence.
- Having read the comments of the customer 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