

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT X583

Date of Decision: 13 October 2021

#### Complaint

The customer is disputing a large invoice for the period of July 2019 to July 2020. He states that there has been a spike in consumption even though his water usage remained constant as well as the appliances used in his business. He also carried out a self-leak test, which found that there was not a leak inside the premises. The water consumption has now returned to the previous normal levels. The customer requests the company to make a water allowance in view of the unexplained spike in consumption.

#### Defence

The company asked the customer to carry out a self-leak test, which confirmed that there was no leak, and offered the customer additional options to identify if there was a leak, but since these were chargeable options, the customer declined to take them. The company contacted the wholesaler to find out if they did some work near the customer's premises at the time of the consumption spike. The wholesaler confirmed that the work took place after the contested bill period and that it was in the water mains, so it could not have impacted on the customer's meter. The company's request for an allowance was declined by the wholesaler. The company confirmed the consumption recorded in the meter and stated that the balance remains accurate and payable.

#### Findings

The company investigated the customer's complaint and contacted the wholesaler to determine if their work could have led to the spike in consumption. The WATRS scheme can only examine the company's actions, and not those carried out by the wholesaler. I find that the company provided the correct advice to the customer in terms of doing a self-leak test and the additional chargeable options. Since the unexplained consumption was registered in the meter and there was no evidence of a leak or an increase of consumption due to works from the wholesaler, I find on a balance of probabilities that the readings were accurate. Therefore, I find that the customer's claim cannot succeed.

#### Outcome

The company does not need to take any further action.

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

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# ADJUDICATOR'S DECISION

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Date of Decision: 13 October 2021

## Party Details

**Customer:** The Customer

**Company:** The company

## Case Outline

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

- A large invoice has been received covering the period from July 2019 to July 2020. The customer disputes these charges and has stated that the significant water increase has not been consumed at his premises.
- There has been a spike in consumption despite not having a leak and having a constant usage.
- The customer would like the company to give him a water allowance to reduce the cost of the unexplained consumption.

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

- It advised the customer to check for a leak and offered other options that required payment, which were refused by the customer.
- The company contacted the wholesaler to check if works in the area could have led to the spike in consumption, but the wholesaler denied this possibility and declined to offer the customer an allowance.
- The company states that the unexplained consumption remains accurate and payable.

## 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.

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2. Whether or not the customer has suffered any financial loss or other disadvantage as a result of a failing by the company.

If the evidence provided by the parties does not prove both of these issues, the company will not be directed to do anything.

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 customer contacted the company on 27 February 2020 because he believed that the bill from July 2019 to July 2020 was inaccurate as it was for £10,246.60, which is significantly higher than in previous years. The company informed him that the bill was based on meter readings, which according to the consumer shows a daily consumption of 8.04m<sup>3</sup>, while previously was around 0.65m<sup>3</sup>. The customer complained again on 22 September 2020 and questioned whether the meter was accurate, and the company advised him to carry out a self-leak test. On 28 September 2020 the customer emailed the company stating that the dial did not move when doing the self-leak test, which suggested that the meter was working properly.
2. The company informed the customer that they could change his meter at a cost, but the customer refused this option. On 24 November 2020 the customer called the company and requested an agent to check if there was a leak in his premises. The company said that first the customer had to arrange for the plumber himself, and if the plumber confirms that there were no leaks, then the company would arrange a meter accuracy test. The company also offered a leak detection service. Although these services are chargeable to the customer, the company agreed to waive the cost if a fault was found.
3. After the complaint was lodged with CCW, the company contacted the wholesaler **XX** to request details of any work within the customer's premises and to request a leak allowance for the unexplained consumption. On 8 February 2021 **XX** confirmed that the only works in the area took place in September 2020 (after the contested period of the bill that ended in July 2020) and that the work was limited to the mains, so it could not have affected

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the customer's meter. The wholesaler also denied the request for the water allowance. The company informed the customer about the wholesaler's response.

4. On 26 February 2021 the customer emailed the company to confirm again that there has no private leaks, nor internal fixtures or fittings replaced that could justify the spike in the water usage during the contested period. On 12 March 2021 one of the company's agents replied to the email advising the customer that now that the consumption has returned to previous normal levels, if they tested the meter, it will likely confirm that the meter is performing as it should be, so the customer would be charged for this test. Three days later the customer emailed to state that he agreed that there was no point in doing the test now that the consumption has returned to normal levels, but he remained unhappy about the unexplained consumption spike from last year. The company stated that in the absence of a leak or another explanation, the meter reading is accurate and thus the bill remains payable. In the response to the preliminary decision the customer stated that it is possible that the meter was faulty when it recorded the spike. I am mindful that the company offered the customer this option, but he refused to take it as it was likely to show the meter working correctly. Thus, the customer would be able to request again this test to the company. Given the unexplained spike in consumption the company ought to consider offering this service to the customer free of cost, but it is not legally required to do so.
5. The customer insists that there was no additional consumption that would justify the bill increase. In an email sent to CCW on 30 July 2021 he states that the only explanation he could think of is if the meter, which is very difficult to read, was incorrectly recorded by the company, and that when he provided a subsequent reading, the difference in consumption showed as the usage spike. However, the first reading was taken electronically, so there could not have been a manual mistake in its recording. Considering the information provided, I find on a balance of probabilities that the water consumption shown in the meter was more likely than not to have been consumed by the customer, although it remains unexplained.
6. In view of the above, I find that the company has not failed in its duty of care to the customer as the company has followed its own process to identify if a leak has caused the unexplained consumption. In light of the available evidence, I find that the unexplained consumption was accurate and thus it remains payable. Thus, the customer's claim cannot succeed.

#### **Outcome**

The company does not need to take any further action.

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### What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by **xx** September 2021 to accept or reject this decision.
- If you choose to accept this decision, the company will have to do what I have directed within 20 working days from the date on which WATRS notifies the company that you have accepted my decision. If the company does not do what I have directed within this time limit, you should let WATRS know.
- If you choose to reject this decision, WATRS will close the case and the company will not have to do what I have directed.
- If you do not tell WATRS that you accept or reject the decision, this will be taken to be a rejection of the decision. WATRS will therefore close the case and the company will not have to do what I have directed.



**Pablo Cortés, Ldo, LL.M, PhD**

**Adjudicator**

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