

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X489

Date of Decision: 11/11/2021

Party Details

Customer:

Company:

Complaint

The customer complains that the company has imposed back-dated charges for water that have escalated significantly since the meter was changed in 2017. He argues that that the new meter shows significantly higher readings for which there is no explanation. He asks the company to investigate and waive the charges.

Response

The company says that there is no evidence that the meter is incorrect. It has asked the customer to carry out self-leak testing and the customer has not done so, arguing that it is for the company to carry this out. The company says that its processes involve self-testing at first and only if this shows no leak would the company take further steps.

Findings

I find that there is evidence that since the change in the meter, the customer's consumption has risen rapidly. Although the customer says that self-leak testing has been carried out, there is no evidence of when this was or that he told the company the outcome. As the meter is the best evidence of water use, I find that the company is entitled to ask the customer to provide some information that casts doubt on the accuracy of the meter reading. An average customer would not expect the company to expend its resources until that had been done. As I find the company has not been told that testing has been carried out and shown no leak, I find that the customer has not proved that the company fell short of expected standards.

Outcome

The company does not need to take further action.

The customer must reply by 09/12/2021 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

- The customer, who runs a farm, was being billed for the wrong meter following the migration of his account to the company. This was due to error by REDACTED in not updating CMOS following a meter exchange. The wholesaler had exchanged the meter but did not initially update their records.
- Consumption as read at the new meter is substantially higher than at the original meter. The customer says that usage has not increased, and the numbers of livestock have decreased so the customer does not understand why the readings are so high.
- The customer has completed self-leak tests and no leaks were found.
- The Consumer Council for Water (CCWater) asked the company to review the possibility of faulty meter/installation error. Neither were reviewed further. The company said this was because there had been multiple confirmed reads showing consistently high usage.
- The customer says that the company is refusing to understand the concern. He refers to the average daily consumption on the old meter between 1.6m³ - 2.6m³ per day, compared with 7.6m³ - 10.1m³ at the replacement meter.
- CCWater's Proposed Resolution is:
 - o An allowance/reduction of charges due to the massive increase;
 - o Potential meter check to see if there is an installation issue or fault, maybe a meter exchange and review of consumption on this once the exchange has been done.
 - o If the reading is lower, the company to calculate difference for the charges based on ADC and offer allowance/reduction.
- The customer asks also for an apology as well as practical action to achieve the above.

The company's response is that:

- The company asserts that the customer's meter REDACTED was replaced on 14 November 2017 and replaced with x. The new meter was set at nought. The company initially charged the customer according to incorrect reads due to a failure by the wholesaler to change its records. This had the consequence that the customer was undercharged.
- He was subsequently sent a backdated invoice, which has been reduced at stage 2 of the customer's complaint because it was realised that the charges had been backdated for more than the 16 months permitted by Ofwat.
- It was apparent, however, that the new meter is recording significantly higher usage. The company has advised the customer on a number of occasions to carry out self-leak tests. This advice has been given on 26 June 2020 and 21 September 2020, during phone calls and in a letter dated 11 March 2021. If a self-leak test had been conducted

and the results showed there was no leak, the company would have offered to raise a Meter Accuracy Test as per the process but the customer has refused to do this, seemingly arguing that it is for the company to carry out. • After investigating the account notes, the company identified notes left by REDACTED in 2013, confirming that the customer had had a private leak and that they awarded a leak allowance. The customer was also advised that the allowance would be a one-off event and that he would not be able to claim a wholesaler leak allowance in the future. • The company says that in the circumstances it has to conclude that the consumption is accurate.

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.

I have also taken into account the customer's comments on my Preliminary Decision.

How was this decision reached?

1. The dispute between the parties is as set out above and a considerable amount of correspondence has passed between the parties and CCWater, all of which I have read.
2. I find that the company's records of the customer's consumption of water show that this is strikingly different as between the period from 2015 to November 2017 (the point at which the meter was exchanged) and subsequently. According to a table prepared by the company, the exchange of the meter is the point at which the consumption changed. Before the meter was exchanged, average daily consumption was in a range from 1.63 to 2.69. Subsequently, it was in a range from 7.54 to 10.12 – an increase of between 300 and 500%.

3. I empathise with the customer's distress on being charged for back payments towards this discrepancy as a consequence of an error by REDACTED. Nonetheless, I find that the company is entitled to raise charges for water that has been used by the customer and the company has now reduced its bill and made a goodwill gesture because it initially raised charges for a longer period than that regarded by Ofwat as regulator, as acceptable. The company has now backdated its billing for the period permitted by Ofwat and I find that this is what an average customer would reasonably expect.

4. I also find that in the absence of any other explanation, the best evidence of the water that has been used is the meter itself and the company is required by section 136 of the Water Industry Act 1991 to treat this as accurate unless it is shown otherwise. Speaking generally, this requirement is a protection for the customer as well as the company.

5. As at present, the meter indicates that the customer has used the volume of water for which the company has billed. There is no evidence or suggestion that the company has made an arithmetical error. The company is therefore unable to offer an explanation save to suggest that the consumption figures are accurate.

6. Against this background, the customer did not initially offer an explanation save to suggest that something is wrong. In his response to my Preliminary Decision, the customer has put forward his belief that the variation is due to air rising to a blow-up valve which is situated 18 inches from the meter and adversely affecting it. He explains that this valve was tarmacked over for 15yrs and now the lid to the inspecting chamber is exposed. The customer did not put forward this possible explanation in his application, however, and the company has not addressed this issue specifically. The company has considered, however, what steps should be taken in relation to the customer's complaint about the increased water consumption at his property.

7. At the heart of the dispute is the question as to what steps should now be taken and by whom.

8. A customer who believes his water meter is recording inaccurately has the right to have this tested under The Water (Meters) Regulations 1988. If the meter is found to be operating within prescribed limits, it is deemed to be recording accurately and the wholesaler may charge the customer up to £70.00 for the test (£20.00 if the meter is tested in situ). The customer has not agreed to pay for this testing if there is no problem with the meter.

9. I find that an average customer would reasonably take the view that the first step is to rule out the most obvious possibility, which is that there is a water leak on the

customer's premises. I find that ruling out this obvious possibility would reasonably raise the likelihood of further steps being necessary. The customer says that the company has failed to see the real problem. The company, however, says that its usual processes are to ask a customer to perform a self-leak test. It says that the reason it has not put in place any further investigation is because the customer has not confirmed that a self-leak test has been carried out.

10. The customer says that self-leak testing has been carried out but he gave no detail in his application of when this has occurred or whether and when he informed the company of this. In his comments in reply to the Preliminary Decision, the customer says that he has looked for water bubbling from the ground and concluded that there are no leaks. He says that the company has equipment to carry out testing which he does not. The company says that the customer has asked the company to carry out leak testing, which, in the light of the customer's explanation, I find is likely to have been the case.

11. I find that an average customer would reasonably expect that before the company decides to devote time and resources that could be spent on another customer to investigating a possible leak, it would reasonably be expected to ask for reasonable cause to doubt the accuracy of the meter readings. As I find the company has explained to the customer, this is done by checking that no water usage is recorded at the meter when all equipment that might use water has been turned off. I find that the customer has not done this and that water bubbling from the ground is not a suitable test method because leaks can occur in places where they do not cause bubbling of that type.

12. As there is no evidence of the self-test having been carried out by the customer, I find that the company has not been provided with reasonable cause to doubt the accuracy of the meter reading. The mere fact of an escalation in the use of water does not provide reasonable cause because it is also consistent with increased use of water or presence of a leak.

13. It follows, therefore, that although it is possible that there is an underlying problem that has not been discovered, on the present state of the evidence, the company has not fallen below the standards that would reasonably be expected merely because it has asked the customer to carry out a self-leak test as a prerequisite to further consideration of his case.

14. I cannot therefore direct the remedy that the customer asks for in his application.

15. I find that the company needs to take no further action at present, but this does not, of course, mean that the company may not be required to take further action if

the customer carries out self-leak testing.

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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Claire Andrews
Adjudicator