

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT X544

Date of Final Decision: 11 November 2021

#### Party Details

Customer:

Company:

#### Complaint

The customer complains that he has taken over renovation activities at a property that was purchased from a bank. He then found that the previous occupant had tampered with the meter and that this was measuring water that was not being used. He complains that the company is slow to respond to him and is billing him for this and asks for a correct bill and wants to be able to appoint another company.

#### Response

The company says that following the customer's complaint that the water meter was turning when no water was being used, the wholesaler had visited and found that the meter had been tampered with and that water was being diverted before the meter. This had been done by a previous occupant. The wholesaler agreed that the charges for water should be assessed on the basis of information supplied by the customer. When the customer complained, the company approached the wholesaler which reduced the charge. The wholesaler will not agree to reduce the charge further but says that two new supplies with meters can be installed at the property.

#### Findings

On the basis of the information supplied to me by the parties I do not find that the evidence shows that the company has failed to supply its services to the correct standard. The company has carried out its liaison function including twice asking the wholesaler to review the assessed charges but the wholesaler has refused to do so. There is no evidence either that the company has failed to respond outside 10 working days, which is the period within which it says that it will respond to complaints that cannot be answered immediately.

#### Outcome

The company does not need to take further action.

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# ADJUDICATOR'S FINAL DECISION

Adjudication Reference: WAT/ X544

Date of Preliminary/ Decision: 11 November 2021

## Case Outline

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

- The customer explains that his business bought commercial premises from a bank in August 2020. without realising that the water meter was faulty and had been tampered with by previous occupiers.
- The customer's business continued as normal although, as the previous occupier owed between £11,000.00 and £12,000.00 to the company, it took some time to set up the customer's account. The customer soon realised the meter was moving as though water was being used continuously however nobody used water at the site as the customer had only started demolition works.
- The customer contacted the company to inform it of the problem and to make the company aware that the billing would not be correct. The customer has videos to prove the dates and that the meter was working without usage. The customer was told that this was nothing to do with the company and the customer had to contact REDACTED(the wholesaler) regarding this. The customer then rang the wholesaler. The customer was told that the meter in the building was the responsibility of the company. The customer rang the company again. The customer was told that he needed a plumber to investigate a possible leak. The customer called his plumber who said that the meter was moving so much that it was unlikely that there was a leak. The plumber thought the meter was faulty. The plumber was also present on the day that the wholesaler's engineer came to inspect the meter. The wholesaler's engineer and the plumber both agreed the meter and water line had been tampered with.
- The customer made a written complaint again to highlight the issue further while the wholesaler made a report of findings. The complaint was -0007880690 and was made on 14 January 2020. When the customer contacted the company, he was told that the wholesaler would come

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and investigate, and the company would call back. After the investigation, the company did not call the customer but sent the customer a large bill.

- The customer then received another email to tell him that he would be placed on assessed charges and the company wanted the customer to provide the probable volume of water to be used. The customer, with help from his plumber, supplied an estimate.
- The customer was then billed on charges that were too high as the property was empty and no water was being used. The customer negotiated with the company for some months before a lady called K advised that the company should not be sending estimated bills. She said on 20 August 2021 that the amount owing on the account was £568.21. Two weeks later the customer received a bill from the company in the sum of £1,053.43 (REDACTED-inv05304554). One week later another bill was sent which was £1,279.15 (REDACTED-inv05304556).
- The customer says that he does not know what is going on as he cannot speak to the person who handled this case and if he emails the customer service or complaints team they usually take 10 working days to reply and then the customer has to repeat the events of the previous year to each and every person. The customer would like the company to send him a correct bill and allow him to use another supplier.

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

- The customer raised his concerns in January 2021: he believed that the meter was faulty as it was constantly ticking over. A plumber's report confirmed that there were no leaks and directed the customer to his water provider. The wholesaler visited the property on 18 February 2021 and confirmed that the property was currently being renovated. The wholesaler found that previous tenants/owner had moved the Smart Meter and not fitted an earthing strap, this meant that the meter would continue ticking over without any water being consumed. The engineer confirmed that the water pipes had also been diverted before the meter, which meant that the property had been receiving free water.
- The wholesaler recommended that the customer hired a plumber to install two new supply pipes inside the shop, one for the above flat and one for the shop. If this work were to be completed, two new radio meters can be installed. Whilst the work is being carried out, the wholesaler suggested that the company should place the customer on unmeasured assessed charges.
- The company asked the customer to provide information as to:
  - The number of employees working on renovating the property
  - The nature of the business

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- The expectation of the volume of water that will be used.
- This information was reviewed by the wholesaler who then calculated the charges. The customer was unhappy with the calculations and the company challenged this in June 2021.
- The wholesaler updated the tariff based on 45m<sup>3</sup> usage, however the customer remained unhappy.
- The company asked the wholesaler to review their decision again in August 2021 but the wholesaler has declined to make a change.

### 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 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 in my Final Decision the comments made by the customer in response to my Preliminary Decision.

### How was this decision reached?

1. I bear in mind that the customer has found himself affected by the dishonest activities of another. The company makes no criticism of the conduct of the customer, and I find no impropriety in the customer's actions. However, it is the case that the premises (said in the documentation to comprise a shop and residential flat above) are continuing to receive water

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supplied by the wholesaler and there is no metering in place. The customer is therefore, by reason of a decision of the wholesaler, subject to assessed water charges.

2. I bear in mind that since the opening of the retail water market, the role of the company is to carry out a billing function on behalf of the wholesaler and to act as a liaison between the wholesaler and the customer. It is responsible for: reading water meters, providing account management services, and offering additional water efficiency services, advice and support. The company is not responsible for any pipework or leaks. The company is not, moreover, responsible for the actions or decisions of the wholesaler.
3. In this case, neither party has put forward any supporting documentation and the Consumer Council for Water does not appear to have a file – or if it has a file, the content of this has not been attached to the customer’s application. Nonetheless, the account given by both parties makes clear that the company requested the wholesaler to investigate the problem with the customer’s meter, which it did. The wholesaler has then agreed, in consequence of its visit in February 2021, that in the absence of an effective meter, the company may bill the customer on an assessed charge.
4. The wholesaler has assessed the charge based on information supplied by the customer. Although the customer says that he is not using any water, he appears to have had to request assistance from his plumber in providing an estimate of water used. This suggests that the company and the wholesaler were told that some water was being utilised. I have no basis on which I could make a finding that the charge has been assessed otherwise than on the information given by the customer.
5. The wholesaler has therefore calculated the services for which the customer should be charged and the company has raised the billing. Although the customer says that he is being billed too much, he has not set out the information that he supplied to the company and nor has he provided a copy of a bill.
6. The company has explained that in pursuance of its liaison function, it has twice approached the wholesaler for a re-appraisal of the situation. In June 2021 this resulted in a slight reduction due to a revision of the estimated volume of water, but the customer has also been told that the way to resolve this problem is to install two supplies, one to the shop and one to

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the flat above. This will mean that the company will be able to see the water that is in fact being used at the site because the meter can be read remotely.

7. In August 2021, the company has also approached the wholesaler again, but based on the available information, there is no evidence that the wholesaler is willing to change its position.
8. Based on the above, therefore, I find that the evidence does not show<sup>A</sup> that the company has failed to supply its services to the expected standard with regard to the amount that the wholesaler has required the company to charge. The company has carried out its liaison function in challenging the bill and there is no evidence that the company has provided a sub-standard service merely because the wholesaler has not agreed with the customer.
9. Moreover, although the customer says that the company takes 10 days to reply to an email, I find that a reply made within 10 working days is within the timescale set by the company in its complaints handling procedure and I am mindful that this is consistent with the industry standard. Accordingly, I do not find that the company failed to provide its customer services to the expected standard.
10. It follows from the above that, although I understand that the customer is unhappy at the amount of the bills he is receiving and he has repeated his frustration with the situation in response to the Preliminary Decision, it has not been shown in evidence that the company's level of service is substandard, and it follows that the customer is not able to succeed in his request for a remedy.

#### **Outcome**

The company does not need to take further action.

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*Claire Andrews*

Claire Andrews, Barrister, FCI Arb.

Adjudicator

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