

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X701

Date of Final Decision: 20 December 2021

#### Party Details

**Customer:** The Customer

**Company:** The Company

#### Complaint

On 8 February 2020, the customer queried a bill and asked the company to read his meter. However, the company has still not read his meter and he has since received further high bills. As well as this, the company's sewer leaked on two occasions and caused structural damage to his property, and one of the company's employees was abusive and racist. The customer wants the company to provide a formal apology for the abuse and racism, a full explanation of his bill, and he wants his meter checked and read. The customer service provided by the company has been very poor and his complaint has been on-going for almost two years. In view of this, the customer would like the company to pay him compensation of £1,000.00 for distress and inconvenience, and £2,500.00 for a structural engineer to survey his property, and for any damage the floods have caused.

#### Response

The customer has been billed correctly and the balance on the customer's account is correct and payable. However, in order to reassure the customer, the company has offered to exchange the customer's meter and test the old one, and the customer will not be charged for this if a fault is found. The company does not accept that the leak caused structural damage to the customer's property and, in any event, the customer has not substantiated this claim. The company has already apologised for the actions of its employee and has dealt with the issue internally. The customer has received a £360.00 credit on his account for service failings, and the company disputes further liability.

The company has not made an offer of settlement.

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**Findings**

The evidence does not show that the company has failed to provide its service to the standard reasonably expected by the average person and, therefore, the customer's claim does not succeed.

**Outcome**

The company does not need to take any further action.

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## Case Outline

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

- On 8 February 2020, he raised a complaint with the company about his bill as he was worried that he may have a leak. The company promised to respond in a ten-day timeframe but failed to do so.
- In March and April, he kept telephoning the company to ask when his meter would be read, but it said it was unable to attend the property due to the pandemic. He wants his meter read so that he can establish whether or not his bill is accurate; the company says the meter has been read and the bill is correct, however, the company has not read his meter and he has since received further high bills.
- There has also been another serious problem as the main sewer leaked on 17 September 2020 and again on 22 September 2020. The first leak went on for five hours, and the second leak went on for eight hours.
- It is unclear whether the first leak caused any damage to his property, but the second leak caused structural damage. The company has denied this on the basis that it was a sunny day so damage would not have occurred, and has advised him to pay for a structural engineer to assess the damage or make a claim on his insurance.
- The company's employee who attended to repair the leak was verbally abusive and racist to him and his wife. He complained and was told that the issue had been dealt with internally, but he has not received an apology, despite asking for one on many occasions. In view of this, he wants the company to provide a formal apology for the racism and abuse he and his wife suffered.
- He also wants the company to provide a full explanation of his bill, and he wants his meter checked and read to ensure that he is not being overcharged.
- His complaint has been on-going since February 2020, almost two years, and it is still not resolved. The level of service received has been very poor and he has suffered considerable distress and inconvenience. Therefore, he would like the company to pay him £1,000.00 for distress and inconvenience.

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- He would also like the company to pay £2,500.00 for a structural engineer to survey his property, and for the potential damage his property has suffered.

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

- The customer's complaint is threefold; he disputes his bill, dated 23 January 2020, because it was higher than his normal bills, he alleges his property was damaged by a leak from a privately owned supply pipe, and he complains about the inappropriate behaviour of an employee and says it has not apologised. These issues will be addressed one at a time.
- Firstly, with regard to the disputed bill of 23 January 2020, it has always used actual meter readings to bill the customer, as opposed to estimated readings, and has supplied a table to show the customer's meter readings.
- The reading taken on 24 July 2019 shows that the customer's average daily usage had dropped to a rate lower than the customer's usage had ever been. The bill that was issued on 25 July 2019 as a result of this reading was for £105.44.
- The next meter reading was taken on 22 January 2020 and showed an increase in average daily usage. Therefore, the bill of 23 January 2020 was higher than the previous "normal" bills. It may be that less water was used in the six months before 24 July 2019, and this resulted in the low read and low bill, or the meter may have been incorrectly read by the meter reader. If the meter was incorrectly read, the bill received on 23 January 2020 may have been higher than previous bills because it included consumption from the previous billing period.
- The usage following the disputed bill is in line with usage prior to it, so it is confident that there is no issue for the customer to be concerned about and the problem was most likely caused by human error or simply using less water than normal for six months. This has been explained to the customer and it is confident that the charges are correct.
- There is now an outstanding balance of £369.60 for services used up to 20 July 2021, mainly because the customer has not paid his bills dated 23 January 2020, 28 January 2021 or 21 July 2021, which total £729.60. However, the customer received compensation of £80.00 under the terms of its guaranteed standards scheme, and goodwill gestures of £280.00 to say sorry for the service failings. So, the credit of £360.00 has effectively cleared the disputed bill of 23 January 2020.
- With regards to the unpaid bills of 28 January 2021 and 21 July 2021, the average daily usage for these bills is slightly higher than before, but it is in line with the customer's consumption rates between 2014 and 2017 and, since the Covid-19 pandemic, its customers have been using more water as they have been at home more.

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- If the customer wants his meter tested, it can exchange it for a new one and the old one will be sent to an accredited independent company to test. If the meter passes the test, the customer will be charged £70.00 plus VAT, but if the meter fails the test, the customer will not be charged. If the meter is found to have over recorded the consumption of water going through it, it will also adjust the previous bills.
- Secondly, with regard to the leak that ran into the customer's garden; it is responsible for the water mains that run underneath the roads throughout its region. Connecting from these larger water mains are smaller pipes, called communication pipes, and it is also responsible for these. A communication pipe delivers water from a water main to an Outside Stop Valve (OSV). OSVs are also its responsibility, but this is where its responsibility for pipework ends. The pipe that connects from an OSV and runs into a private property is called a supply pipe, and this is the responsibility of the property owner.
- When it fits smart or analogue meters to a customer's privately owned water supply, it does so at the OSV. In preparation for installing smart meters in the customer's area, its Smart Metering Team visited the customer's road in April 2020 to check the OSVs had boundary boxes, as these are needed when fitting a smart meter.
- In the alleyway near the customer's home, there are three OSVs which control three privately owned water supplies. The Smart Metering Team found that there was one OSV with a boundary box and two older OSVs without. On 17 September 2020, the Smart Metering Team returned to exchange the two older OSVs for a twin port boundary box, which has space for both OSVs and two smart meters.
- After this boundary box was fitted and all the pipework was reconnected, the two OSVs were turned on. This is done every time a boundary box is fitted because it is assumed that privately owned supply pipes feed water to a property. However, when the OSVs were turned on, one leaked into the ground. It is now evident that one of the privately owned supply pipes had been cut and instead of being capped off properly, the OSV was isolated to stop the flow. Therefore, the leak occurred when the privately owned supply pipe was turned on, even though this is what the engineers are expected to do every time they carry out this type of work.
- The customer alleges that the leaking supply pipe caused damage to his home; however, it does not accept that any damage would have occurred in the short period the pipe was leaking, as structural damage is a slow process.
- The customer's claim for £2,500.00 for a structural engineer's fee and any potential damage has not been substantiated by way of a quotation for the works. In any event, it would not be prepared to pay for this service even if a quotation had been provided because it is confident

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that the leak from a privately owned supply pipe would not have caused any lasting damage in the relatively short period it was running.

- If the customer remains concerned about possible subsidence to his home, he should contact his insurance company. If the insurance company finds that damage has occurred due to its actions, the insurance company will make contact.
- Finally, with regard to the customer's claim that one of its employees behaved in an abusive and racist way towards him and his wife, it reassures the customer that it takes a zero tolerance approach to discrimination of all kinds from its employees. Therefore, it is very sorry that the customer was unhappy with its engineer's conduct and reassures the customer that the matter was handled internally.
- The customer states that he has not received an apology regarding the engineer's. However, in its letter to the customer, dated 9 June 2021, it said: *"You've made us aware that an engineer who attended your property, was rude and you felt he was racist. When you originally reported this, you advised he was rude to you but polite to your neighbours and you felt this may have been racist as you couldn't see any other reason for it. We take the behaviour of our staff and contractor's extremely seriously and do not tolerate any form of this. I'm sorry you felt this way, please be assured the engineer has been spoken to and this has been investigated by his manager."*
- Also, in its letter to the customer dated 9 July 2021, it said: *"I'm sorry you had to contact us again regarding how an engineer behaved when he attended your property. I can appreciate how frustrating this experience has been for you, when you've advised you felt this behaviour was of a racist manner. I know you've previously discussed this and felt you hadn't had this resolved. This is not the level of service we aim to provide our customers and I'm sorry this is the level of service you received. I previously advised the engineer was spoken to when you first raised this. It was then passed to his manager to investigate. All disciplinary matters are an in house process and for that reason, I can't provide you further details regarding the outcome. Please be assured any behaviour of this kind is taken very seriously and is not something The Company takes lightly."*
- Also, in its letter dated 13 August 2021, it said: *"I can appreciate the frustration this causes, so please accept my sincere apologies for the exceedingly poor experience you received as a result of the technician's actions. As (REDACTED) previously explained, we take this kind of behaviour very seriously, and the situation has been managed internally to appropriately address the issue."*
- In view of the above, it does not accept any aspect of the customer's claim and believes that he has already been compensated fairly for any service failings experienced.

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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 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. Having reviewed the evidence provided by the parties, I find that there are three elements to the customer's claim and I shall deal with these in turn.
2. The customer's first complaint is that the bill he received in January 2020 was higher than normal, so he asked the company to read and check his meter, but he does not believe that the company has done so.
3. The company states that the disputed bill was based on an actual meter read, but the meter reading taken to generate the previous bill may have been inaccurately low, and this means that the disputed bill may have included some previous usage and, therefore, seemed high. However, having analysed the customer's usage over a significant period of time, the company is confident that the customer has not been overcharged and the balance on the customer's account is correct and payable.
4. Having considered the table of meter readings provided by the company, I accept that the company has regularly read the customer's meter. I also accept that the customer's meter

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reading for the billing period up to July 2019 was lower than it had previously been, and that this may have been caused by genuinely low usage, or it may have been caused by a meter reading error, and that the January 2020 bill may have been higher as a result. Whether the low bill was caused by low usage or a meter reading error, I find no evidence to suggest that the water the company billed for in January 2020 did not pass through the customer's meter. In view of this, I do not find that the company has failed to provide its service to the expected standard.

5. That said, I note that the company has offered to exchange the customer's meter and test the old one, and says that if the meter is found to be over-recording, it will adjust the customer's bill and will not charge the customer for the meter testing. I find this to be a reasonable offer in the circumstances and, should the customer like to accept, I advise him to contact the company.
6. The customer requested a full breakdown of his bill but as the company has provided the required information in its response, I find no need to direct the company to provide this information again.
7. The customer's second complaint is that the company caused a leak and this may have caused structural damage to his property's foundations. The customer seeks £2,500.00 for a structural engineer's assessment, and for the potential damage to his property.
8. The company states that the customer has not provided substantive evidence to support his claim and, although it accepts that the leak occurred after its engineers had carried out work in the area, it does not accept that its engineers were negligent in any way, and it does not accept that the relatively short leak could have caused structural damage to the customer's property.
9. I have considered the evidence provided by the parties in relation to this aspect of the customer's claim, but I find nothing to show that the company has been negligent in any way, and nothing to show that the customer's property has been damaged by the leak. In any event, I am unable to direct a company to pay a customer for potential or possible damage. This is because I can only direct a company to pay compensation to a customer for leak damage if the evidence shows that a leak caused actual damage to a customer's property, and that the leak was caused by the company's negligence. I appreciate that the customer's property has not been assessed by a structural engineer yet, so he is unable to provide the required evidence, but I cannot direct the company to pay for the structural engineer on a 'just in case' basis. I

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understand that this will be very disappointing for the customer, but, as the evidence does not show that the company has failed to provide its service to the standard reasonably expected by the average customer, I make no direction to the company regarding this part of the customer's claim.

10. The final element of the customer's claim is that the customer believes that one of the company's engineers was abusive and racist toward him and his wife, and the company has failed to apologise. The customer also states that the company's customer service has been very poor and both he and his wife have suffered distress and inconvenience as a result, and the customer would like an apology and £1,000.00 in compensation for this.
11. Having considered all the evidence I have been provided with in relation to this claim, while I accept that the customer and his wife were upset by the actions of the company's employee, the evidence does not allow me to conclude on the balance of probabilities that the company's employee was abusive and racist. In any event, having considered the letters the company sent to the customer on 9 June 2021, 9 July 2021 and 13 August 2021, and the apologies contained within those letters, I find that the company has already adequately apologised to the customer and his wife for the actions of its employee. I do accept that there have been some service failings on behalf of the company during the course of the complaint, but I find that the £360.00 already paid reasonably compensates the customer for these.
12. In view of the above, while I appreciate that the outcome of my adjudication is not what the customer hoped for, I make no further directions to the company.

#### **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 3 January 2022 to accept or reject this decision.

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- 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.

*K S Wilks*

Katharine Wilks

**Adjudicator**

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