

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X730

Date of Final Decision: 14 January 2022

#### Party Details

Customer:

Company:

#### Complaint

The customer claims that the company failed to thoroughly investigate the increase in her consumption which led to a rise in her charges. Once the customer raised these issues, the company then provided poor customer service, which has led to inconvenience and distress. The customer is seeking the company to provide a leakage allowance to offset its charges on her account and pay £2,500.00 for inconvenience and distress caused.

#### Response

The company says the customer's consumption was in line with a single occupier. However, it was later discovered that during the period of the dispute the customer had leaks on her private pipework which she knew of and would have led to an increase in recorded consumption. Furthermore, it has investigated the customer's complaint thoroughly and maintains its position that the visible leaks on the customer's private pipework mean that the customer is not eligible for any leakage allowance. Where there have been perceived failings regarding customer service, the customer has already been adequately compensated. The company has not made any further offers of settlement.

#### Findings

I am satisfied the company did not fail to provide its services to the customer to the standard to be reasonably expected concerning the customer's leak allowance or the customer's ability to identify and repair the leak on her private pipework. Furthermore, I am satisfied there have been no failings regarding customer service for which the customer has not already been adequately compensated.

#### Outcome

The company needs to take no further action.

The customer must reply by 4 February 2022 to accept or reject this decision.

*This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.*

# ADJUDICATOR'S FINAL DECISION

Adjudication Reference: WAT-X730

Date of Final Decision: 14 January 2022

## Case Outline

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

- The company failed to thoroughly investigate the increase in her consumption which led to a rise in her charges.
- Once she raised these issues, the company then provided poor customer service, which has led to inconvenience and distress.
- The customer is seeking the company to provide a leakage allowance to offset its charges on her account and pay £2,500.00 for inconvenience and distress caused.

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

- The customer's consumption was in line with a single occupier.
- However, it was later discovered that during the period of the dispute the customer had leaks on her private pipework which she knew of and would have led to an increase in recorded consumption.
- Furthermore, it has investigated the customer's complaint thoroughly and maintains its position that the visible leaks on the customer's private pipework mean that the customer is not eligible for any leakage allowance.
- Where there have been perceived failings regarding customer service, the customer has already been adequately compensated.
- The company has not made any further offers of settlement.

## How is a WATRS decision reached?

In reaching my decision, I have considered two key issues. These are:

*This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.*

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 another disadvantage as a result of a failure 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 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 centres on whether the company has failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning investigating the source of the customer's increased consumption.
2. The company must meet the standards set out in the Water Industry Act 1991 and the Water Supply and Sewerage Services (Customer Service Standards) Regulations 2008. The combined effect of these is to place an obligation on a water and sewerage company that when there is a leak report, the company needs to thoroughly investigate if the company's pipework is to blame and if repairs are required, make such repairs to prevent further leaks.
3. Furthermore, the company also has certain obligations regarding its customer services as set out in the OFWAT Guaranteed Standards Scheme and its Customer Guarantee Scheme.
4. From the evidence put forward by the customer and the company, I understand that on 8 April 2020, the customer contacted the company to advise that she was struggling to pay her bill due to Coronavirus. The evidence shows that the customer's account was put on hold, and following further correspondence, in May 2020, a payment holiday was agreed in line with the company's Coronavirus Customer Payment Policy.
5. On 22 July 2020, the company sent an estimated bill to the customer based on an estimate read of 447. The evidence shows that the company had suspended reading meters because of the pandemic. On 24 July 2020, the customer contacted the company to advise she was unhappy

***This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.***

with the estimated bill. I understand that the company attempted to collect the customer's monthly direct debit. However, the customer's bank informed the company that the direct debit had been cancelled.

6. On 15 December 2020, a further bill was sent to the customer for £168.52 based on an actual meter reading of 463 taken on 31 October 2020 and covered a year's usage from 18 October 2019 to 31 October 2020. I understand that the company requested that the customer pay this bill by 7 January 2021 because she had previously cancelled her Direct Debit.
7. On 24 December 2020, the evidence shows that the customer contacted the company to advise that she was not happy with her charges. She would not pay these until her REDACTED application, which she had applied for earlier in the month, had been resolved. Following this, various discussions then took place between the customer and company relating to housing benefit information required for the REDACTED application. The customer was accepted on the REDACTED scheme in January 2021. However, there was a delay with the company informing the customer of the acceptance on to the scheme. The company made a credit of £50.00 to the customer's account to resolve this.
8. On 7 May 2021, the company issued a bill for the period 29 January 2021 to 6 May 2021 for £96.43. The evidence shows that the customer was unhappy with the bill as she was of the view that the meter was faulty due to her high consumption. Between 11 May 2021 and 30 June 2021, various discussions took place between the customer and the company resulting in the company issuing revised bills and providing various goodwill gestures totalling £200.00, despite being of the view that the customer's meter was functioning correctly and did not need replacing. During this period, the customer remained dissatisfied and progressed the matter to CCWater to resolve.
9. Within the discussions with CCWater, it was discovered that the customer's consumption was normal for a single occupier. Furthermore, the customer's private pipework had previously had two leaks. The first one was found on 2 September 2020 and the second on 14 January 2021, neither of which had been previously disclosed to the company during its dialogue with the customer. It was the company's view that these two leaks were the reason for the increased consumption.
10. I understand that the company was unwillingly to provide a leak allowance as both leaks were visible, and therefore the customer would have been aware of them. The company was of the

*This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.*

view that as the leaks caused damage to the building's riser cupboard and the flat below, they were known issues that would not make the customer eligible in this instance for an allowance. The evidence shows that the company also provided the customer with a further £100.00 credit for failures in customer service within this period. The customer remained dissatisfied with the company's position that it would not provide a leak allowance and, on 22 November 2021, commenced the WATRS adjudication.

11. Concerning whether the company investigated the cause of the increased consumption of the customer's property thoroughly, having reviewed the various evidence provided in the company's response regarding the customer's meter readings consumption, I find that I agree with the company's position that the customer's consumption based on actual readings is in line with a single occupier and the most likely source of the raised consumption was the two leaks on the customer's private pipework. Whilst there was confusion regarding the reissued bills, as shown by the call recording provided by the company, I find that I am satisfied that the reissued bills based on actual meter readings were correct. Furthermore, as stated within the company's defence documents, investigations took place each time the customer reported an issue eventually resulting in the company identifying that the most likely source of the raised consumption was the two leaks on the customer's private pipework.
12. I note the customer's comments regarding the meter readings and the evidence shows that the company's investigations have shown no sign of any issues with the customer's meter. The evidence shows that if the customer still feels the meter reads incorrectly, the company has offered the customer the option to have the meter tested by a third party to confirm its accuracy. I understand that this information concerning having the meter tested is also provided on the company's bills. I note that there would be a charge of £70.00 for the meter to be tested by a third party. However, if the meter is faulty, the company would refund the customer the £70.00 charge. I am satisfied that this option is the best way for the customer to confirm her charges if she still feels the meter reads incorrectly.
13. As shown by the company's response documentation, the customer is responsible for maintenance and keeping her private pipework in good condition. Whilst I sympathise with the customer's position regarding the additional charges incurred due to the leak on her pipework, I find that I agree with the company's position set out in its response that the customer is liable for any rise in consumption or damage to the property incurred due to a leak from the customer's private pipework.

*This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.*

14. I note the customer's comments concerning the leak allowance; however, I find that I agree with the company's position set out in its response that the customer is not, in this instance, eligible for a leak allowance. As shown in the company's Code of Practice, the customer will only be eligible if the customer is not aware of the leak. However, the evidence shows that the customer most likely would have been aware of the leaks as they caused damage to both the building's riser cupboard and her neighbours flat. It is not clear from the evidence as to why the company was only informed of the leaks in October 2021 as, had the leaks been reported to the company at the beginning of the dispute, the company may have been able to offer an allowance and the cause of the increase in consumption established sooner.
15. On careful review of all the evidence, I find that I am satisfied with the company's position that it has undertaken investigations into the cause of the raised consumption and, where appropriate, has taken action. Whilst I appreciate the customer's position and the time taken to try to establish the cause of the raised consumption, as shown by the company's response documents, it was found that the raised consumption was not due to the company's pipework and that the customer was not eligible for a leak allowance.
16. After careful analysis of the correspondence and evidence, I cannot find any indication that the company failed to investigate the raised consumption. Considering the above, I find there are no grounds to conclude the company has failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning the additional charges incurred due to the higher water consumption.
17. The company has certain obligations in respect of its customer services. From the evidence provided, I am satisfied that by the end of the company's dialogue with the customer, the company had adequately explained why the raised consumption did not originate from the company's pipework or meter and why the customer was not eligible for a leak allowance. Furthermore, reviewing the various correspondence, I find that the company dealt with the customer's concerns efficiently and appropriately, considering the circumstances. Where there were failings in the service provided, I find that the customer has been adequately compensated, and no further sums are due.
18. The customer has requested an apology from the company. Having carefully considered the various correspondence put forward in evidence, I am satisfied that the company has failed to

*This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.*

provide its customer services to the standard expected by the average person. However, I am satisfied the company has sufficiently apologised and offered compensation where appropriate within its dialogue with the customer. Therefore, I find the company is not required to provide a further apology.

19. The customer has made comments on the preliminary decision regarding her water usage compared to a single occupier, the leak allowance and the leaks within her apartment. Concerning the customer comments regarding the usage, as shown by the graphic showing the average daily usage of various households, the single occupier usage is similar or slightly higher than that of the customer. However, as the company points out these are only guidelines as each customer's usage is different. With regards to the leaks on the customer's pipework and the customer's further comments that they could not be seen within her property, as above, the evidence shows that the customer most likely would have been aware of the leaks as they caused damage to both the building's riser cupboard and her neighbour's flat. Having carefully considered each aspect of the customer's other comments I find that they also do not change my findings, which remain unaltered from the preliminary decision.

20. Considering the above, I find the evidence does not prove the company failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning investigating the increase in consumption. Furthermore, I am satisfied there have been no failings concerning customer service for which the customer has not already been adequately compensated.

#### **Outcome**

The company needs to take no further action.

#### **What happens next?**

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 4 February 2022 to accept or reject this 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.

***This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.***

- If you do not tell WATRS that you accept or reject the decision, this will be taken to be a rejection of the decision.

A handwritten signature in black ink, appearing to be 'ML', followed by a long horizontal line extending to the right.

**Mark Ledger FCI Arb  
Adjudicator**

*This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.*