

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X739

Date of Final Decision: 19 January 2022

Party Details

Customer:

Company:

Complaint

The customer moved into his property on 29 February 2020 and his first bill was dated 27 May 2020. The bill was very high, so he called the company a few days later and agreed to have a water meter installed. However, the date of installation was delayed by the pandemic, and when the company's engineer attended to install the meter in November 2020, the property was found to be unsuitable for a meter. As the property cannot be metered, the customer is entitled to the redacted, but the company has refused to apply the x to his account from the date he moved into the property. In view of the company's failings, he would like the company to donate £50.00 to Redacted and remove the disputed balance from his account.

Response

On 12 October 2020, the customer applied for a water meter. On 5 November 2020, the company attended the customer's property and found that a meter could not be installed. Therefore, the company revised the customer's previous bill and applied the x to the customer's account from the date the customer applied for a meter. The company disputes that there was a delay in billing and has no record of the customer applying for a meter before 12 October 2020. Therefore, the company believes that the customer's bill is correct and payable and disputes liability to remove the balance on the customer's account or pay further compensation.

Findings

The evidence does not show that the company has failed to provide its service to the standard reasonably expected by the average customer by refusing to

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backdate the x on the customer's account further than 12 October 2020. Therefore, I accept that the disputed balance on the customer's account is correct and payable and the customer's claim does not succeed.

Outcome

The company does not need to take any further action.

ADJUDICATOR'S FINAL DECISION

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Case Outline

The customer's complaint is that:

- On 29 February 2020, he moved into his current address with his housemate who is entitled to reduced billing due to REDACTED, but the company did not send his first bill until 27 May 2020. The bill was for £698.80 and he realised this amount could not be correct for a two-bedroom property.
- On 4 June 2020, he called the company to complain about the bill and agreed to have a water meter installed as metered charges would be less than the average w bill of £395.00. In good faith, he paid £395.00 and explained that he would not pay more.
- He could not arrange a date for the installation of the water meter until 5 November 2020 due to a series of Covid-19 infections, contact-tracing self-isolation mandates, and the vulnerability of his housemate who had to shield throughout the pandemic. However, when the company's engineer came to install the water meter, the property was deemed unmeterable and he was told that he would be put on the AHC.
- The company has refused to backdate the AHC to when he first moved into the property, even though he received his first bill over three months after he moved in, he requested a water meter as soon as he received the bill, and the meter survey was delayed by the pandemic.
- The company has admitted to being slow to respond and failing to change his name on his account to the correct spelling, despite multiple requests, however, it refuses to accept that he has been overcharged by £199.62.
- Additionally, his last three bills do not acknowledge what he has already paid and his online account does not show it either. He has paid the full amount for 2021, and the correct amount for 2020, leaving only the disputed amount unpaid.
- In view of the company's failings, he would like the company to donate £50.00 to redacted as compensation for the time he has spent dealing with this complaint.
- The disputed amount was originally £199.62 but is now £139.62 due to credits for poor complaint management, and he also wants the company to backdate the x to when he moved into the property and thereby remove the outstanding balance from his account.

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The company's response is that:

- Section 143 of the Water Industry Act 1991 gives it the power to set a Charges Scheme. Its Charges Scheme explains that properties without a water meter are usually billed using a tariff known as Rateable Value (RV). The Charges Scheme also explains that if a customer applies for a water meter but it is unable to fit one, it will apply the AHC tariff if it is less than the RV.
- On 12 October 2020, the customer applied for a water meter. On 5 November 2020, it attended the customer's property and conducted a meter survey, but found that a meter could not be installed. Therefore, on 11 November 2020, it sent a revised bill advising the customer that the AHC had been applied to his account from 12 October 2020, the date the customer applied for a water meter.
- The customer suggests that there was a delay in billing. However, it had no knowledge that the customer and his housemate had moved into the property on 29 February 2020 until the landlord made contact in May 2020. It was the customer's responsibility to make contact and say he had moved into the property and, had he done so in a timely fashion, his first bill would have been issued the very same day. In view of this, it cannot be held responsible for the customer's first bill being issued on 27 May 2020.
- As the landlord provided the customer's details, it issued the customer's first bill for the period from 29 February 2020 to 31 March 2021 using the RV of the property.
- The customer states that the bill was too high for a two bedroom property. However, prior to the customer applying for a meter, his home has always been billed using its RV and the amount billed was correct. When the customer later applied for a water meter on 12 October 2020 and it subsequently found it could not install one, it cancelled the bill dated 27 May 2020 and sent a revised bill dated 11 November 2020, using the RV of the property for the period from 29 February 2020 to 11 October 2020, and the AHC Band 2 (2 bedrooms) for the period from 12 October 2020 to 31 March 2021, which is also correct.
- The customer states that he telephoned on 4 June 2020 to complain about the high bill and he agreed to have a meter installed. However, it does not have a record of receiving a call from the customer on 4 June 2020. If the customer can provide evidence of this call, it can review this further, but no call is logged on his account on 4 June 2020.
- The customer states that he paid £395.00 off his bill during the call he made on 4 June 2020, however, its records show that it was 12 October 2020 that it received the customer's payment of £395.00. This was the same date it received the customer's application for a water meter, so perhaps the customer is confused about the date he made a payment and the date he applied for a water meter.

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- Following the outbreak of COVID-19, it temporarily stopped metering surveys to ensure the safety of its engineers and customers. However, it was still receiving applications for meter installations and had it received the customer's application earlier, once it was able to survey his home, it would have backdated the X to that date.
- Since the customer's account was opened, he has made two payments, one of £395.00, received on 12 October 2020, and another of £286.23, received on 8 April 2021. It has applied a goodwill gesture of £30.00 to his account and he has received a £30.00 credit under the terms of its Customer Guarantee Scheme. Therefore, there is a remaining balance of £139.62 for charges up to 31 March 2022.
- As there is no payment plan in place on the customer's account, his bills are due for the year in full by 1 April each year. This means that the balance of £139.62 is overdue and as outlined on the final page of all its bills, it shares its customer's payment history with a Credit Reference Agency (CRA). It notified the CRA that the customer's account was overdue in November 2021. Continued notifications to a CRA will negatively affect the customer's credit rating, so it is in the customer's interests to call the Billing Team to either arrange a payment plan or make full payment. However, in order to allow this adjudication to take place, a temporary debt recovery hold has been put on the customer's account until 31 January 2022.
- The customer complains that it spelt his name incorrectly. It apologises that the customer's name was spelt incorrectly to begin with, and for the delay in correcting this. It was either provided with the incorrect details from the landlord, or it made a mistake when the details were provided. In future, if the customer makes contact when he leaves a property or moves to a new one, it can ensure that the details it records are accurate. It paid the customer £30.00 as a gesture of goodwill for this mistake.
- It apologises that the customer's bills and payments received are not showing on his online account. If the customer sends a screenshot of the issues he is experiencing with his online account, its IT Team will investigate. In order to help the customer, an account statement has been provided in evidence which shows the bills that have been issued, the payments that have been received, and the credits that have been applied to the customer's account.
- The customer suggests that he and his housemate were entitled to the w tariff. It does have a financial support scheme called w, where the annual bill is capped at £419.00 for metered customers who receive a qualifying benefit and use more water due to having a large family or a medical condition. However, as the customer's home did not have a meter when he began to occupy it, and as the meter survey found that it cannot have one, the customer and his housemate have never been eligible for this scheme. As they are unmetered

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customers, they can effectively use as much water as they want without increasing the cost of their fixed annual bill.

- As the customer has been billed correctly, it disputes responsibility to make a donation to charity, backdate the X to the date the customer moved into the property, or remove the disputed balance on his account.

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. The customer believes that the x should be backdated to the day he moved into the property on the basis that there was a substantial delay in the company sending its first bill, and therefore he did not know how high his bill would be and was not given the opportunity to apply for a meter before June 2020.
2. The company says that the delay in sending the first bill was due to the customer failing to make contact when he moved into the property. The company also states that it has no record of the customer applying for a meter until 12 October 2020 and so, when the meter survey found that the customer's property could not be metered on 5 November 2020, the x was correctly applied from 12 October 2020.

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3. As the adjudicator in this dispute, I will only be able to direct the company to remove the balance on the customer's account and pay compensation if the evidence shows that, on the balance of probabilities, the company has failed to provide its service to the standard reasonably expected by the average customer by refusing to backdate the x to the date the customer moved into his property, or the bill is incorrect and not payable.
4. Having reviewed the evidence, I accept that the company did not bill the customer between 29 February 2020 and 27 May 2020 because it was not informed that the customer had moved into the property until 27 May 2020. Therefore, I find no failing on the company's behalf in this regard.
5. I also accept that the company's Charges Scheme entitles the company to charge unmetered customers on the RV tariff and that, as the customer's property was unmetered when he moved in, the first bill sent to the customer was correctly based on the RV tariff.
6. Further, I accept that the company's Charges Scheme states that if a customer applies for a meter and the company is unable to install one, the customer is entitled to the x if it is more favourable than the RV from the date of the meter application. In this case, the x is cheaper than the RV and, therefore, I accept that the company was correct in switching the customer from RV to the x from the date the customer applied for a meter.
7. However, the date the customer applied for a meter is disputed; the customer states it was 4 June 2020 but the company states that it was 12 October 2020. On balance, I find the timeline provided by the company persuasive as it includes a copy of the customer's on-line meter application form, dated 12 October 2020, and a record of a payment of £395.00 received on that date, which the customer states was paid on the day he first applied for a meter. Also, there is no record of any contact from the customer in early June 2020.
8. In view of the above, I accept that the company has correctly applied the x from 12 October 2020 and, therefore, I do not find that the company has failed to provide its service to the standard reasonably expected by the average customer by refusing to backdate the x any further, and the customer's claim for the company to remove the outstanding balance on his account and pay compensation does not succeed.

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9. For completeness, I add that in the customer's comments on the company's response, the customer asks the company to remove the negative marker from his credit file that was reported in November 2021. However, in line with the WATRS Scheme Rules, the customer is not entitled to introduce new issues or ask for new remedies in his comments on the company's response and, therefore, I am unable to adjudicate on this matter. I also note that the company has offered to investigate the problems the customer is having with his on-line account. If the problems persist, I therefore advise the customer to contact the company directly.
10. Following the preliminary decision, the customer commented that I had failed to acknowledge the company's poor communication regarding the importance of the date on which he formally requested a water meter online. Therefore, I would like to reassure the customer that I did consider this issue during my adjudication, but as no evidence was presented to confirm what was said during the telephone conversations or when they took place, I was not persuaded that the company failed to deliver its service to the expected standard in this regard. In view of this, my decision remains unchanged.

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 2 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.
- 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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