

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X751

Date of Final Decision: 11 February 2022

#### Party Details

**Customer:** The Customer

**Company:** The company

#### Complaint

On 15 February 2020, the customer moved to a four-bedroomed house from a two-bedroomed flat where he had been paying £34.00 per month for water services. After he moved, the company raised the customer's monthly payments to £61.00, even though his household had not increased in size. The company agreed to fit a smart meter when the pandemic allowed and the customer was told to pay £30.00 a month until then. A smart meter was fitted in March 2021, but the recorded usage was very high and the company increased his payments. It is not possible for the customer's household to use the amount of water he is being charged for. Therefore, the customer wants the company to investigate the issue properly, pay him compensation, and apologise for the immeasurable physical and mental torment he has suffered.

#### Response

The customer's average daily usage is in line with the average daily usage for a family of four. The customer's pipework is not leaking and there is no evidence to suggest that the customer's meter is faulty. In view of this, the company believes that the charges applied to the customer's account are correct and payable. The company admits that there have been service failings, but all applicable CGS payments have been made. Therefore, liability to reduce the customer's charges, pay compensation and apologise to the customer is denied.

#### Findings

The evidence does not show that the company has failed to provide its service to the standard reasonably expected by the average customer, and I find that the charges applied to the customer's account are more likely than not correct and payable. I accept that there have been some service failings, but the

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evidence shows that the customer has already been sufficiently compensated for these. In view of this, I cannot direct the company to reduce the customer's charges, investigate further, apologise or pay compensation to the customer.

Outcome

The company does not need to take any further action.

# ADJUDICATOR'S FINAL DECISION

Adjudication Reference: WAT-X751

Date of Final Decision: 11 February 2022

## Case Outline

### The customer's complaint is that:

- He is a physically and mentally disabled **XX REDACTED XX**
- Due to his medical conditions, he moved to his four-bedroomed property on the 15 February 2020 from a two bedroomed ground floor flat. He was paying £34.00 per calendar month for water services at his previous address, but the company raised this to £61.00 per calendar month when he moved, even though his household size did not increase.
- On 6 May 2020, he discussed the issue with the company and requested a smart meter, but he was informed that the company could not attend his property due to the pandemic. He asked if he could pay £30.00 per month as his household had not increased in size, and the company agreed and said that it would visit his property and fit a smart meter when the pandemic was over. A couple of months later, his payments were raised to £35.00 per month.
- In October 2020, he received a text message stating that he owed the company £91.51. He ignored the message as he thought it was fraudulent, but a couple of days later he received another message stating that the company had been trying to contact him about a missed payment. Again, he did nothing about this because he had already paid his monthly bill and thought it was a scam.
- On 11 November 2020, he received an email saying that he had missed a payment of £91.51 for account number **XXX**, which is not his account. He made an official complaint and, after a lengthy investigation, he was told that the company had opened up an account in his name at his old address the day he moved out.
- The company installed the smart meter in March 2021 but the usage shown on the smart meter was vast and the bills were very high. The company sent a technician to fit some water saving devices, and the technician did some calculations and worked out that his household was using

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120 litres per day. The technician explained that the company had said he was using roughly 700 litres of water a day.

- He carried on with his complaint and explained to the company that his next-door neighbour pays £43.00 per month on the same tariff and smart meter, with four adults in the house who shower each day, and the neighbour and his wife also take regular baths.
- In order to use the amount of water he is charged for he would have to flush the toilet 150 times a day. His online account states that his household used 1537 litres in a single day, and the lowest usage was 166 litres, which is still more than the company's technician estimated his household uses.
- When he received the company's final decision on his complaint, he asked his housing association to send a plumber to check the house for any issues. The plumber could not find any issues at all but explained that he had found that many of the housing association's tenants had similar issues.
- The company's response indicates that it has not properly understood his complaint. For example, the company states that he has four baths a day, but he has not been able to have a bath since breaking his back. Instead, he has regular flannel washes which do not use much water. It also says that he agreed to pay £67.00 per month, but he only did this because the company was going to charge him £90.00 per month and he felt it was the lesser of two evils.
- He cannot explain how much this problem is affecting him; the mental strain is unbelievable and it has also impacted his physical wellbeing. He would like the company to apologise for the immeasurable physical and mental torment he has suffered and pay him an unspecified sum in compensation.
- He also wants the company to investigate this issue properly and stop treating him so badly.

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

- On 30 March 2020, the customer made contact and said he had moved into the property on 16 February 2020, so an account was opened for him.
- On 2 April 2020, the customer set up a monthly payment plan for £51.67 for his RV charges. On 6 May 2020, the customer reduced his payment plan to £30.00 per month.
- On 11 November 2020, the customer made contact and shared his concerns about a bill he had received, and it turned out that the customer had been incorrectly billed at his old address. The problem was resolved and, on 18 January 2021, it called the customer to make sure he was happy with the actions taken and it explained that the customer would receive a CGS credit of £30.00 for the service failing.

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- On this call, the customer asked if he could have a meter fitted at his new address. The customer states that he asked for a meter shortly after moving into his new property, however, there is no evidence to support this.
- Throughout the pandemic it was accepting metering applications from its customers, but it let them know there would be a delay in surveying and fitting meters until the lockdown had ended. Therefore, if the customer had telephoned, it would have advised him to submit an application form.
- On 3 March 2021, a survey of the customer's property was completed and it found that a dig of the driveway was needed to install the meter and meter box outside, so it asked the customer whether it could fit a meter inside the property instead. However, the customer did not want an internal meter.
- On 22 March 2021, it returned to the property, carried out the excavations and fitted the meter in the driveway.
- On 26 March 2021, it sent the customer a payment plan statement for his remaining RV-based bill of £196.72, up to the date the meter should have been fitted on 9 March 2021. It also estimated the customer's metered charges for the following 12 months at approximately £474.08, so, in order to pay his new charges and the £196.72 owing, the customer's monthly payments needed to be £61.00, starting in April 2021.
- On 31 March 2021, the customer called to query the payment plan amount and advised that there were only two occupants in the property, so it reduced the payment plan to reflect this.
- On 12 June 2021, it wrote to the customer asking him pay a missed payment.
- On 10 August 2021, after a meter reading of 88 on 6 August 2021 from the smart meter, it noted that the average daily water usage was 640 litres per day, or 0.64 cubic metres. On the same day, a bill for £246.14 was sent to the customer for charges from 10 March 2021, when the meter was reading 0, to 6 August 2021, when the meter reading of 88 was taken.
- On 12 August 2021, it called the customer and he confirmed that the normal number of occupiers was four, but friends had been staying with him after a house fire. He said he was dissatisfied that he could not have had a meter earlier and asked for his charges to be backdated on metered use.
- On 13 August 2021, the latest meter reading from its smart meter database showed that although the customer's guests had left the property, the usage had increased over the past seven days. Therefore, the meter readings were checked to see if there was a continuous flow of water, as this indicates a leak, but there were periods of no usage so it concluded that there was no leak at the property. In order to help the customer, it sent information about its **XX** and **XX** Schemes.

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- On 16 August 2021, the customer submitted a website form advising that he would like to enrol in its Extra Care Service due to his disabilities.
- On 24 August 2021, a meter reading of 100 cubic metres was taken showing that 12cm<sup>3</sup> had been used since the customer's meter read of 6 August 2021. On 31 August 2021, a bill for £279.00 was sent.
- On 3 September 2021, it sent the customer a payment plan statement asking him to pay £90.00 per month to clear his outstanding balance and his future estimated charges up to March 2022.
- On 9 September 2021, it spoke to the customer and he said he was happy to start a payment scheme at £67.00 per month, rather than £90.00. The customer said he would apply for **XX** or **XX** as he has to have up to four baths a day, and he also said he would like £100.00 for the service failures he had experienced. It apologised for the service failings and said it would pay £50.00 to the customer. In error, two payments of £50.00 were made, which means that the customer got the level of compensation he requested.
- On 19 November 2021, a new bill was sent for £111.16 based on the customer's own meter reading of 151 on that day. A further three CGS payments and penalty payments were applied to his account, but the customer was asked to continue paying his agreed payment plan.
- The customer then referred his complaint to CCW.
- It disputes the customer's claim because the overall average daily usage for this family of four was 0.56 and is now 0.52 cubic meters, which is within the average usage for a family of four.
- There is no reason to believe that there is an issue with the meter, and it is positive there is no leak because the meter does not show continuous usage during a 24 hour period. Therefore, it believes that the water registered through the meter is correct.
- One of the reasons the customer disputes his daily usage is because the **XX** Report estimated it to be much less than it is. However, the estimated figures should not be relied upon because when a customer is providing the technician with information about their water usage, it is not usually accurate.
- If the customer still believes he is being overcharged, he can request for the meter to be tested in an independent laboratory. However, as the customer's usage is within the average consumption it would expect for four occupiers, it does not believe the meter should be tested. If the customer disagrees and would like a test to be carried out, he is invited to confirm this in writing to **XX** so the necessary arrangements can be made, but the cost will be passed to the customer if no fault is found.
- An assessment of the customer's water usage from the latest meter readings at 0.52cm<sup>3</sup> per day would suggest that if the usage stays roughly the same, in the next 12 months the customer's household will use approximately 190 cubic metres of water (0.52 x 365 days = 190 rounded

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up). At the moment, it charge £2.3879 for every cubic metre of water used, so 190 x £2.3879, plus standing charges of £85.52 per year, equals a projected estimated charge for the next 12 months of £539.22, subject to a price rise on 1 April 2022. £539.22 divided by 12 months is £44.93 and as long as all previous bills are paid at the time his payment plan goes under review in March 2022, the customer should be able to make monthly payments of £45.00 to £50.00 per month, which is in line with the expected bills for four occupiers.

- It very much regrets that the customer feels unhappy about the way he has been treated, but it believes that it has provided all due care and consideration when speaking with him and writing to him.
- The customer has received all the CGS payments and penalty payments he is entitled to and an additional £100.00 to say sorry that the service he received was not up to its expected standard. In view of this, further liability is denied.

### 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 moved from a two-bedroomed flat to a four bedroomed house on 15 February 2020. Initially, he was billed on unmetered charges using the Rateable Value of the property, but he exercised his right to request to be billed on metered charges and a meter was fitted. Since

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being billed on metered charges, the customer has been unhappy with the amount of his bills based on the readings from his smart meter, and does not believe he is using the amount of water registered through the meter. The customer wants the company to investigate further, pay him an unspecified amount of compensation, and apologise for the way he has been treated.

2. The company denies liability on the basis that the customer's usage is in line with the average daily usage for a family of four and, as there is no evidence to suggest that the meter is faulty or there is a leak on the customer's private pipework, the charges on the customer's account are correct and payable.
3. As the adjudicator in this dispute, I will only be able to direct the company to investigate further, reduce the customer's charges, pay compensation and apologise 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 billing the customer for water that has not passed through his meter.
4. Having considered the evidence provided by the company, I accept that the customer's bills are most likely correct and payable unless the meter is faulty or there is a leak on the customer's pipework.
5. However, the evidence does not demonstrate that the meter is faulty and I accept that meters rarely over-record. However, if the customer is still worried that his meter may be faulty, the company has provided the information the customer needs to organise meter testing. The company states that the customer will be charged if no fault is found, and I find this reasonable.
6. The company explains that if there was a leak on the customer's pipework, the smart meter would show water being used continuously in the property. I accept that this is the case and as the evidence shows periods of no water usage at all, I find that, on the balance of probabilities, the customer's pipework does not have a leak.
7. As there is no evidence of a leak or a faulty meter, I accept that the charges on the customer's account are correct and payable. It therefore follows that I do not find that the company has failed to provide its service to the standard reasonably expected by the average person by refusing to reduce the customer's monthly charges, the amount of which is set to ensure the

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customer's account does not fall into arrears, or carry out a further investigation. I understand that the customer will be very disappointed by my decision, but as I have found no failing on the company's behalf, I cannot direct the company to carry out a further investigation or reduce the customer's charges. I am also unable to direct the company to apologise to the customer, or pay compensation, for the stress and inconvenience he has experienced as a result of the amount he has been asked to pay for his water services.

8. For clarity, I want to reassure the customer that I have considered the comments he made regarding the company's misunderstanding about him taking four baths a day. However, the amount of baths the customer does or does not take per day has not influenced my decision in any way.
9. The evidence shows that there have been several service failings, mainly where the company has failed to respond to the customer within the expected time limits. However, the company has already adequately compensated the customer for these failings under its Customer Guarantee Scheme, and has paid a further £100.00 as an apology. Therefore, it is not necessary for me to direct the company to apologise again or pay further compensation for these matters, and I make no direction to the company in this regard.

#### **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 25 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.

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*K S Wilks*

Katharine Wilks

**Adjudicator**

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