

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT X768

Date of Final Decision: 11 February 2022

Party Details

Customer: The Customer

Company: The Company

Complaint

The customer moved into her property in January 2019. In 2020 the customer complained that her bills were incorrect.

In February 2020, the customer requested the installation of a water meter. This was delayed due to Covid restrictions. The customer says that she made a number of appointments to have the meter installed but, on each occasion, no-one turned up. On other occasions, the company turned up to carry out the work without an appointment.

The company failed to credit the customer's account with payments made by the customer.

The customer is unhappy with the service provided by the company.

The customer seeks to have her bills corrected.

The customer seeks compensation for distress caused.

The customer seeks an apology from the company.

Response

The company says that the customer's bills have been assessed according to the rateable value of her property. It says that this is the correct method in cases where no meter is installed at the property.

The company had attempted to install a meter on two occasions but each time the customer refused to allow the work to proceed. The planned installations followed unsuccessful attempts by the company to contact the customer to advise her of the planned work.

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The company provided a statement of the customer's account. It confirms that all payments received have been credited to the customer's account.

The company says that the bills are correct. It considers that the level of service provided has been reasonable.

The company disputes the customer's claim for compensation.

Findings

The company has charged the customer in accordance with its published scheme of charges for unmetered properties.

The company has attempted to install a water meter on two occasions but on each occasion the customer refused to allow the work to proceed.

The company failed to update the customer following cancellation by the company of the meter installation scheduled for 7 January 2021.

The company has made goodwill gesture payments to the customer of £90.00 and payments under its customer guarantee scheme totalling £210.00. This is in respect of failures in the standards of service acknowledged by the company.

There is no evidence of failures in the standard of service beyond those identified by the company. There is no evidence that the failures identified have resulted in financial loss to the customer.

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:

- The customer moved into her property in January 2019. In 2020, she complained to the company that her water bills were incorrect.
- The customer arranged to have a water meter installed. The installation was delayed due to Covid 19 restrictions. The customer says that when restrictions were lifted in July 2021, the installation was rearranged. A number of appointments were booked.
- The customer says that the company did not come to install the meter on any of the days arranged. She says that when she called the company, they had no record of appointments.
- The customer also says that her bills had not taken account of payments she had made.
- The customer is unhappy with the service received from the company.
- The customer seeks an apology for the time taken in communicating with the company and for failing to acknowledge receipt of documents she sent. She also seeks an apology for incorrect bills and for distress caused.
- The customer wants her bills to be corrected from the time she moved into the property in January 2019.
- The customer seeks compensation from the company. No amount of compensation has been specified.

The company's response is that:

- The company sent a letter to the customer in January 2019 concerning her new account. The company says that the letter included information about the possibility of saving money by installing a meter.
- The customer's bills have been based on the rateable value of the property as no water meter had been fitted.

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- In February 2020, a request was made to have a survey carried out for a water meter installation. The survey was carried out on 20 March 2020. This confirmed a meter could be fitted but required that a new boundary box was installed.
- The company attempted to contact the customer a number of times to arrange the meter installation. It was unable to reach the customer. The company attended the customer's property to replace the meter on 28 August 2020. However, the customer refused to allow the meter to be installed.
- The meter installation was rescheduled for 7 January 2021 but this was not carried out due to a previous job overrunning. The installation was rescheduled for 16 December 2021 but when the metering team arrived, the customer refused to allow the installation to proceed.
- The company says that it has now closed the customer's metering request.
- The company has provided a statement of the customer's account to confirm the payments it has received.
- The company says that the customer's bills are correct.
- The company considers that it has acted reasonably. It says that it has recognised a number of failings in relation to its **XX** ("**XX**"). The total paid to the customer for **XX** failures is £210.00.
- The company has also made three payments to the customer as gestures of goodwill. These payments total £90.00.
- The company disputes the customer's claim for compensation.

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.

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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. There are two main elements in this dispute. The first relates to the issues surrounding the arrangements for a water meter to be fitted. The second relates to the accuracy of the customer's bills and the complaint that payments made by the customer are not showing on the bills.
2. The customer says that she arranged to have a water meter fitted in early 2020. This is confirmed by the company. The company says that it received a call from the customer on 26 February 2020 where the possibility of having a meter fitted was discussed. The company says that following that call, a request was made to the metering team to contact the customer to arrange a survey.
3. A survey was carried out on 20 March 2020. The survey confirmed that the customer's property was suitable to have a meter installed. The work required a new boundary box in the footpath at the boundary of the customer's property.
4. The meter installation was planned to take place on 28 August 2020. The company says that it tried to call the customer on 11 August 2020 and 26 August 2020 to confirm this but was unable to reach the customer. A copy of the call log has been provided. The company says that on the 26 August 2020 it also received a letter from the customer chasing the meter installation. A copy of that letter, dated 24 August 2020, has been provided. The company has provided copies of call logs for two further attempts to call the customer. It notes that it was unable to reach the customer.
5. The company attended the property on 28 August 2020 to install the meter. It notes that as all the work was outside the property, an appointment with the customer was not necessary. However, the customer refused to allow the work to proceed. In her letter dated 29 August 2020, the customer explained that she required the company to make an appointment to install the meter.

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6. The company rescheduled the work for the meter installation. The work was re-planned for 23 December 2020 and notified to the customer in its letter dated 25 November 2020. The letter advised the customer that as the work was external, she did not need to be present. I can see that the date was changed to 7 January 2021. The company has not confirmed the reason for the change although the company's notes suggest this was a change made by the customer. However, the work planned to take place on 7 January 2021 was cancelled by the company due to an overrun on another job.
7. The company wrote to the customer on 11 January 2021. The letter simply refers to the installation scheduled for 7 January 2021 being cancelled. It does not explain why the job was cancelled and asks the customer to call a number if she would like to book a further appointment. The company's letter dated 8 April 2021 explained why the job was cancelled. It also noted that the job remained open and another attempt would be made to fit the meter. However, no date was proposed.
8. The company's response records several communications throughout 2021. However, the first indication that the meter installation was being rescheduled appears to be on 8 December 2021. The company says in its letter dated 2 December 2021 that it cannot verify why no contact was made by the metering team until December 2021.
9. The company says that the metering team attempted to call the customer on 8 December 2021 to advise that the installation would take place on 16 December 2021. The company says it was unable to reach the customer. The company attended the customer's property on 16 December 2021 but says that the customer refused to allow the work to proceed. It is noted that the Consumer Council for Water ("CCW") sent an email to the customer on 15 December 2021 advising her the company had informed her of its plan to fit a meter the following day. The customer replied on 15 December 2021 and said that she had not made an appointment and the work was not authorised.
10. The customer says that she had made a number of appointments to have the meter installed and had taken time off work. I have found no evidence that any installation dates were scheduled other than those noted above.
11. From the evidence provided it is apparent that the company had attempted to contact the customer several times to advise her about the planned meter installation. These attempts appear to have

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been mainly by telephone. It is unclear why no letters were sent in relation to the August 2020 and December 2021 installation dates as had been done for the December 2020 date. The 7 January 2021 date was cancelled by the company. However, no action appears to have been taken by the company to rebook this until 8 December 2021.

12. It is apparent that the customer stopped the installation on two occasions. The first was in August 2020 and the second in December 2021. The customer expected that an appointment would be made with her. It is evident that appointments were not made. According to the company this was due to it being unable to contact her by telephone.
13. The company has explained that it was not necessary for the customer to be present. I accept the company's position that as all work was outside the property, and as the customer had requested a meter, an appointment was not essential. The customer has complained about delays in having the meter installed. I appreciate that the customer wanted advance notification of the work. However, it is not clear to me why the customer did not allow the work to proceed once the company had arrived as she wanted to have a meter installed.
14. The company had failed in 2021 to update the customer following the cancellation by the company of the installation scheduled for 7 January 2021. However, the company had advised the customer that it would assess her usage from 7 January 2021 until the date of the meter installation. It advised that it would adjust those charges based on measured daily usage should this benefit the customer. It is noted that following the customer's refusal to have the meter installed on 16 December 2021, the company has withdrawn its offer to backdate the metered charge to 7 January 2021. It is also noted that the company has said that a meter will now be installed at some stage as part of its progressive metering programme on a compulsory basis.
15. The company failed to follow up with the customer after it cancelled the work scheduled for 7 January 2021. The evidence therefore shows that the company did not meet the standards to be reasonably expected. However, since the company would have adjusted the customer's charges from the planned installation date, I find this failure would not have resulted in any financial loss to the customer. I therefore make no award for any loss in relation to that failure.
16. The customer has claimed compensation in respect of the distress caused. The amount of compensation sought has not been specified by the customer.

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17. I note that the company has made three payments to the customer as gestures of goodwill totalling £90.00. These relate to errors in an account breakdown sent to the customer, the time taken to deal with the matter and a question concerning the date the customer occupied the property. I have also considered the fact that the customer had refused to have the meter installed on two occasions and the difficulties experienced by the company in contacting the customer.
18. I find that the gesture of goodwill payments to the customer are reasonable in the circumstances and make no further direction on this matter. The customer's claim for further compensation therefore fails.
19. The second aspect of this dispute relates to the accuracy of the customer's bills. The customer believes her bills to be high and not consistent with amounts others are paying. She also says that the company has not credited her account with all payments she has made.
20. The customer has been charged according to the rateable value of her property. The company has explained that where a meter is not installed, water and sewerage charges are calculated according to the rateable value of the property. This was explained in the company's letter dated 13 September 2021. In that letter, the company explained how it works out charges from the rateable value of the property. It also explains how rateable values were originally assessed, that they are fixed and cannot be changed.
21. The company has provided a copy of its charges scheme. The charges scheme explains the various methods the company uses to charge for its services. The methods described are:
- a. *Metered water and wastewater charges.* Where a water meter is fitted, the charges incorporate annual fixed charges and charges based on the volume of water consumed as measured by the meter. The charges scheme sets out the annual fixed charges and the volumetric charges.
 - b. *Unmetered water and wastewater charges.* Where no water meter is fitted, charges are calculated by applying a rate per pound to the rateable value of the property. An annual fixed charge is also included. The charges scheme sets out the rate per pound of rateable value for each local authority area.
 - c. *Assessed household charges.* Where a meter has been requested but it is not practical for the company to fit one, a customer can pay an assessed household charge. This is

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linked to the size of the property being served. The charges scheme sets out the assessed household charges for various property sizes and for a single occupier.

22. In the customer's case, assessed household charges are not applicable as the company has confirmed a meter can be fitted. The company confirmed this in its letter dated 2 December 2021. As the property had no meter, the only charging method applicable is the unmetered method which uses the rateable value of the property. Charges by this method take no account of water consumed at the property.
23. I conclude that the company has applied the correct charging method to the customer's situation. The bills provided show the chargeable (rateable) value of the property and the rate charged per pound of the chargeable value. The rateable value for the customer's property is fixed at £280.00 and was frozen in 1990. Examination of the bills shows that they reflect the rate per pound as declared in the company's charges scheme. The evidence shows no errors or inaccuracies with the bills issued by the company.
24. The customer wants her bills to be accurate and in accordance with the rateable value of her property. The customer has asked that all bills from the time she moved into the property are corrected and reissued. As stated above, I have found no errors in the bills issued by the company. I therefore make no direction in relation to the customer's request that bills should be corrected and reissued.
25. The customer also says that the company has not credited her account with all payments she has made.
26. The company has provided a statement of the customer's account. It has also provided a copy of a letter from the customer sent 18 September 2021 enclosing copies of her bank statements. The company confirmed to the customer on 24 September that it had received all payments shown on the statements provided.
27. I have compared the bank statements enclosed with the customer's letter dated 18 September 2021 with the company's statement of account. All payments shown on the customer's bank statements are included in the statement of account provided by the company. I note that the company's statement of account shows payments for which the customer has provided no details.

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This indicates that the statements provided by the customer are not a complete record of payments made.

28. I can find no evidence that payments made by the customer have not been credited to the customer's account. I make no further direction on this matter.
29. I have also considered the company's performance in relation to the **XX** ("**XX**"). The **XX** sets out the minimum standards of service customers are entitled to expect from water or sewerage undertakers. Under the **XX**, a company is required to respond to written complaints from customers within ten working days. Where a company fails to provide a substantive reply to a customer's written complaint within the required period, the company must make an automatic payment to the customer. The minimum payment under the **XX** relating to this issue is £20.00. Where the payment is late, a late payment penalty of a further £10.00 may apply.
30. The evidence shows a number of delays in issuing responses to the customer. The company has acknowledged this. In its response, the company has identified 10 instances where it had not responded to the customer within the period under its **XX**. The company's **XX** is its version of the **XX**. It says that it has credited the customer's account with a total of £210.00 in relation to these issues. This includes £20.00 for each delayed response plus £10.00 for one failure to make an automatic payment in the time required. The company has discretion to credit **XX** payments to the customer's account and it says it has done so. The evidence shows no further instances where the company has failed to meet the requirements of the **XX**.
31. I find the payments made by the company are in line with the **XX** and make no further direction.
32. I summarise my findings as follows:
 - a. Regarding the meter installation, the company failed to follow up after it cancelled the planned installation on 7 January 2021 until 11 months later. However, it said it would backdate the metered charges to the 7 January 2021 once the meter was installed. The customer would have suffered no financial loss. The company has made payments to the customer as gestures of goodwill totalling £90.00. I find this to be reasonable in the circumstances. The customer's claim for compensation fails.

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- b. Regarding the correctness of the bills, the company has issued bills according to the rateable value of the customer's property. This is the correct method where a supply is unmetered. The calculated bill amounts are consistent with the company's published scheme of charges. I find no errors in the bills issued by the company.
- c. Regarding the customer's payment record, I find no evidence that payments made by the customer have not been credited to her account.
- d. The company has acknowledged a number of failures to respond to the customer within the time periods set out in its **XX**. The company has made payments to the customer totalling £210.00 for these failures. I find no other failures under the **XX** and make no further direction.

33. My preliminary decision was issued on 3 February 2022. No comments have been received from the customer or company on my findings. There are therefore no changes to my decision.

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 11 March 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.

I H Raine

Ian Raine, CEng, MIMech E, FCIArb, MCIBSE

Adjudicator

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