

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X754

Date of Final Decision: 14 March 2022

Party Details

Customer: Customer

Company: Company

Complaint

The customer claims that his charges have increased since the company has installed a meter under its **XX XX** Programme. Once he raised this issue with the company, he was advised that the meter could be removed and he could revert to his Rateable Value tariff, which the company has refused. The customer is seeking the company to remove the meter and revert to his Rateable Value tariff.

Response

The company says that in accordance with the Water Industry Act 1991 and the Water Industry Regulations 1999, the installation of a meter and its use for billing purposes is lawful and justified. The company admits that they were some customer service issues during the customer's telephone conversations, for which the customer has received £200.00 compensation. Accordingly, the company will not remove the meter, and no further sums are due concerning customer service as the customer has already been adequately compensated. The company has not made any further offers of settlement.

Findings

I am satisfied that the evidence shows the company did not fail to provide its services to the standard to be reasonably expected regarding installing and using a meter for billing purposes. The reasons and evidence provided by the customer are not sufficient to justify that the company remove the meter and stop using it for billing purposes.

Outcome

The company does not need to take any further action.

The customer has until 11 April 2022 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

- Its charges have increased since the company has installed a meter under its **XX XX** Programme.
- Once he raised this issue with the company, he was advised that the meter could be removed and he could revert to his Rateable Value tariff, which the company has refused.
- The customer is seeking the company to remove the meter and allow him to revert to his Rateable Value tariff.

The company's response is that:

- In accordance with the Water Industry Act 1991 and the Water Industry Regulations 1999, the installation of a meter and its use for billing purposes is lawful and justified.
- The company admits that they were some customer service issues during the customer's telephone conversations, for which the customer has received £200.00 compensation.
- Accordingly, the company will not remove the meter, and no further sums are due concerning customer service as the customer has already been adequately compensated.

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 another disadvantage as a result of a failure by the company.

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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 should remove the meter installed as part of its **XX XX** Programme.
2. The company must meet the standards set out in OFWAT's guidance on the Water Meters, the Water Industry Act 1991 and the Water Industry Regulations 1999.
3. The company also has certain obligations regarding its customer services as set out in OFWAT Guaranteed Standards Scheme and its own Guarantee Standards Scheme (GSS).
4. From the evidence put forward by the customer and the company, I understand that on **XX** July 2019, a meter was fitted to the customer's property as part of the company's **XX XX** Programme. At that time the property's account was with a different occupier, but with the same surname.
5. On **XX** November 2019, the previous occupier of the customer's property contacted the company to query his supply. The company attended the property on **XX** November 2019 and found no issues with the meter or any indications of a leak.
6. On **XX** April 2020, the customer took over the responsibility of the water charges from the previous occupier. The evidence shows meter indicated that the customer was using a considerable amount of water every day, in some cases the daily average expected for a five-person household, rather than a two-person household.
7. On **XX** November 2020, the company sent its first bill to the customer for the period **XX** April 2020 to **XX** October 2020. On **XX** November 2020, the customer contacted the company to query his bill and payment plan. I understand that the company asked him several questions about his water usage, and based on his answers, the usage recorded on the meter did not match what he said

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he used. The company agreed to reset his payment plan to £25.00 a month whilst it carried out investigations into his high bills.

8. Between **XX** November 2020 and **XX** October 2021, various investigations and correspondence took place between the parties concerning the high meter readings and the customer's request that the meter be removed, and he is put back on the previous Rateable Value tariff. The company's position was that as the meter was installed through its **XX XX** Programme and compulsory, it would not remove the meter. Furthermore, it could find no evidence of any issues with the meter or any indications of a leak. The customer disagreed as the company had previously advised him that the meter could be removed and on **XX** October 2021 progressed the matter to CCWater to resolve. I understand that CCWater was unable to resolve the dispute and, on **XX** December 2021, commenced the WATRS adjudication process.
9. Regarding whether the company should remove the customer's meter and revert the customer back to a Rateable Value tariff, the company states the Government has published guiding principles which say that where a water company is in an area designated as an area of severe water stress, it must consider compulsory metering. The customer's property falls within one of these areas classed as water-stressed.
10. Within its response, the company has provided various sections of its Charges Scheme, Final Water Resources Management Plan, OFWAT's guidance on the Water Meters and pointed out the relevant sections of the Water Industry Act 1991 and the Water Industry Regulations 1999.
11. The company said it is entitled under section 162 of the Water Industry Act 1991 to install a meter on a compulsory basis and set a tariff based on the volume of water used. From the evidence put forward, in my view, the company has shown the Water Industry Act 1991, as amended, allows it to implement a programme for setting tariffs based on the volume of water used in areas designated to be areas of severe water stress. I am also satisfied the company was required to consider compulsory metering under the DEFRA guiding principles.
12. The evidence shows that the installed meter has been checked throughout the dialogue with the customer, and no indication of any error or leaks have been found. I note that since the start of the WATRS adjudication, the company has offered to check the water facilities in the customer's property for any intermittent faults and have the meter independently tested unless the customer accepts that all the usage is accurate for the way the household is using water. There is no

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indication that the customer has accepted this offer or accepted that his water usage had been correctly recorded.

13. Accordingly, having reviewed the evidence in full, I must find the company has implemented the compulsory metering scheme fully in accordance with the applicable legislation and its Charges Scheme. Furthermore, to date, there has been no indication of any error or leaks with the meter, and on the balance of probabilities, I must conclude that the meter readings are a true reflection of the customer's consumption. Because of this, I am satisfied the company has a clear legislative basis for implementing a scheme of compulsory metering, the meter readings are most likely correct, and I find I am unable to uphold the customer's claim to remove the meter.
14. The company has certain obligations in respect of its customer services. After careful review of both the customer's letters and the company's responses, I am satisfied that, by the end of the company's dialogue with the customer, the company had adequately explained the reasons why a meter was fitted to the customer's property and why it could not be removed.
15. From the timeline set out within the various correspondence, I find the company responded adequately to all the customer's concerns, except when the company's customer service team incorrectly advised the customer that he could have his meter removed. Within its response, the company admits this failure, and following the CCWater investigation, the company has applied a £200.00 credit to the customer's account. Accordingly, I am satisfied there have been no failings concerning customer service for which the customer has not already been adequately compensated.
16. The customer has made minor comments on the preliminary decision. Having carefully considered each aspect of the customer's comments I find that they do not change my findings, which remain unaltered from the preliminary decision.
17. Considering the above, I find the customer has not proven the company failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning the installation and use of a meter for billing purposes. Furthermore, I am satisfied there have been no failings regarding customer service for which the customer has not already been adequately compensated.

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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 April 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



Mark Ledger FCI Arb
Adjudicator

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