

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT X831

Date of Final Decision: 20 March 2022

#### Party Details

Customer:

Company:

#### Complaint

The customer complains that the company has failed to allow her son to benefit from a single occupancy discount in circumstances where, in a similar case explained in a national newspaper, the company had allowed the newspaper's customer to enjoy a discount. She argues that this is discriminatory. The customer asks for compensation of £427.54 plus interest.

#### Response

The company says that the newspaper article relates to a specific case during the pandemic. The company's policy is set out in its Charges Scheme. Under this, a customer is not entitled to a single occupancy discount (which is a reduction of an assessed charge) unless a meter cannot be fitted. In this case a meter has already been fitted at the stop tap for reasons to do with understanding usage across its network but which can also be used for billing, even though the customer's son is not currently billed according to this. As the customer has a meter, the two situations are not comparable.

#### Findings

I find that the company has billed the customer's son in accordance with the Scheme of Charges which is what an average customer would reasonably expect. I find that the customer's son's situation is not the same as that described by a journalist in a national newspaper. In the newspaper case, the journalist persuaded the company to allow a single occupancy discount because, even though the newspaper's customer did not want a water metre other companies' action in requiring a metre to be fitted was inconsistent with the guidelines for management of the pandemic. This does not apply here because a metre has already been fitted. I find that the customer has not shown that the company failed to meet expected standards and therefore cannot succeed in her claim for a remedy.

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## Outcome

The company does not need to take any further action.

## ADJUDICATOR'S FINAL DECISION

Adjudication Reference: WAT X831

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### Case Outline

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

- The customer's complaint is that the company has refused to allow her son the single person occupancy discount in circumstances where they allowed the discount to another customer as published in the (REDACTED).
- The company in an email of 29 January 2021 stated:  
*"Unfortunately, it would be difficult for us to compare the situation to the newspaper article you have referred to as the circumstances were different. For example, in the article there was no meter present and due to the pandemic it was difficult for companies to make appointments and carry out a survey. As your meter was installed externally in October 2020 the eligibility criteria would have been different"*
- The customer says that the situation with her son was the same because even though there was no meter fitted, the person in the Sunday Telegraph article had said that he did not want the meter fitted not that a meter could not be fitted due to the pandemic.
- If the installation of a meter had been required, the company could have said that he could have the discount at that time but only until appointments were able to be made and then he would have to see if a meter could be fitted.
- The customer wants the company to apply the single occupancy tariff to the account, pay compensation for the distress and inconvenience caused and pay compensation for the extra amount paid between the single occupancy tariff and the total bill. The claim is for 427.54 plus interest.

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## The company's response is that:

- In April 2013 the customer's son contacted the company to enquire about having a water meter installed at his home, (REDACTED). The account for that address was in his parents'/landlords' names. The company then wrote to the customer asking her and her husband to get in touch about this request.
- The customer contacted the company May 2013 to discuss her sons request and to ask for his name to be added to the account as a co-primary. She was happy with the information the company provided about the free meter option and agreed to ask her son to call the company for an appointment. The company then visited on 5 June 2013 to install a meter.
- During this visit the customer's son said that he had changed his mind as he was not sure that there would be a cost saving.
- On 22 October 2020, the company's operational department was contacted by HS on behalf of the customer about an issue with the stop tap outside the property. The company advised they would need to renew the external stop tap and boundary box and that as part of this work a meter would be fitted.
- The meter was fitted on 26 October 2020 as part of an ongoing program to monitor the company's network usage. These check meters will not be used by the company for billing unless the account holder asks to change to measured services.
- In January 2021 the customer contacted the company to ask for water services at x Road to be billed on the single occupier tariff, and for this change to be backdated. The company responded that the single occupier tariff is only available if a meter cannot be fitted. It has maintained that position during the complaints process. It has also offered to move the account over to measured tariffs with effect from 26 October 2020. The company also offered to move the account over to measured tariffs on a two-year trial basis. The customer has not accepted this offer and currently remains on the original rateable value tariff for the property.
- The company denies liability for the customer's claim.

## 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.

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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 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.

I have also taken into account the submissions made by both parties in response to my Preliminary Decision, even though the outcome is the same as that outlined in my Preliminary Decision.

### How was this decision reached?

1. The principal complaint raised in this application is that the company has not treated the customer's son fairly because he has been refused access to a single occupancy tariff whereas he is billed by reference to the rateable value without discount. This is currently causing him hardship.
2. I have noted that the customer says in respect of my Preliminary Decision that I have not once refer to x Road and she argues that the company believed that the relevant address was REDACTED and that the check meter was installed in 2020 at that address and not at REDACTED. She supports this point by reference to an internal note of the company that refers to the installation of a new bathroom in 2020, whereas this did not occur at REDACTED. The company has previously submitted that the references to REDACTED were an error and that all the data considered and submissions made were in respect of REDACTED. The company has repeated this following the customer's comments on my Preliminary Decision.
3. I find that as the company has submitted that it made an error and as it is unlikely that REDACTED had parallel issues to those under discussion at number 15, the company's submissions referred to the situation at the customer's son's address at REDACTED. I further find that the company's re-affirmation that it "installed meter reference REDACTED outside REDACTED on 26 October 2020" is convincing detail. The company is likely to know and understand the location of its meters and I therefore accept the company's evidence as to this.

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4. Despite that I find that the customer's son would benefit significantly from reduction in his water bill, I find that the customer is not able to succeed in this claim.
5. The company has submitted evidence that the single occupancy tariff is only available where assessed charges are raised because a water meter has been applied for but could not be fitted. The company has explained this to all its customers in its Scheme of Charges. In this case, although the customer says that she has not agreed to the installation of a water meter, the documents show (as explained above) that the company has fitted a meter at the stop tap under its legal powers in order to assess water usage across its network. The company has also submitted evidence that this meter can be used for billing purposes and I find that there is no evidence to the contrary. I find that it therefore cannot be said that a water meter cannot be fitted and it follows that the customer's son is not eligible for an assessed charge. This only arises, according to the company's Scheme of Charges, when a meter cannot be fitted. It follows, I find, that the customer's son is also not eligible for the single occupancy discount.
6. I find that an average customer would reasonably expect that the company would apply charges on its customers according to its Charges Scheme. I find that the company has done so here and the company has not therefore provided a service that fails to meet reasonable expectations.
7. I have considered the article to which the customer refers: "REDACTED The company says that this is not on all fours with the customer's son's position. I find that the company is correct. It is clear that the thrust of the points that had been made by the journalist to the company in the newspaper case was that, although the newspaper's consumer also did not want to have a water meter, it was not consistent with Government guidelines on safety during the pandemic for the company to insist that the customer should expose himself to risk by letting workmen into his home. The journalist therefore said that at this time the company was behaving unreasonably and should allow that consumer to have a single occupancy discount against an assessed charge. The company reviewed its decision and applied an assessed charge and single occupancy discount. In this case, however, no question of letting the company's workmen into the customer's home arises, because there already is a meter in place which could be used for billing if the customer agrees. As the customer has not agreed the company has applied its declared policy and no question of discrimination (as alleged in the correspondence) arises.

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8. It follows therefore that I find that the company has supplied its services to the expected standard and the customer is not able to succeed in her claim for a remedy.

#### 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.**
- **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.**

*Claire Andrews*

Claire Andrews, Barrister FCI Arb

**Adjudicator**

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