

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/X815

Date of Decision: 07 April 2022

Party Details

Customer:

Company:

Complaint

The customer has a dispute with the company regarding a long delay in installing a water meter at her dwelling. The customer asserts that the absence of a meter has meant the company charging her on an expensive non-measured tariff that has wrongly increased her charges. The customer claims that despite ongoing discussions with the company and the involvement of CCWater the dispute is unresolved and therefore she has brought the claim to the WATRS Scheme and asks that the company be directed to install a meter at her premises and reduce her outstanding water bill.

Response

The company states that the customer occupied the dwelling since 2015 and throughout the ensuing period it made many attempts to install a meter but the lack of co-operation from the customer prevented the installation. Thus, she was placed on an appropriate non-measured tariff. The company records that the customer has not been charged for services between 2015 and April 2021, but currently has an outstanding amount showing on her account. The company did not make any formal offer of settlement to the customer.

Findings

I find that the evidence does not support the customer's claim. I am satisfied that the company has established that it made many attempts to install a meter but without success. I further find that it has correctly based its charges to the customer on a non-measured tariff and I take note that it has not levied charges for a period of almost six years. I find that the evidence shows that the company has not failed to provide its services to a reasonable level and nor has failed to manage the customer's account to the level to be reasonably expected by the average person.

Outcome

The company does not need to take further action.

The customer must reply by 06 May 2022 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

- She has experienced an ongoing dispute with the company concerning issues with metering on her account. Despite the customer's recent communications with the company, and the involvement of CCWater, the dispute has not been settled.
- She took up residence in the property in November 2015.
- The property was a new-build development, and she acknowledges that a water meter should have been installed by the developer during construction. The customer confirms that her property does not have a meter.
- She understood that payment for water services was included in the rental payments to her landlord.
- She only became aware in 2021 that in fact she was separately responsible for the payment of water charges. After contacting the company, she was informed that she was being charged according to its Large Property Assessed Volume Charge [AVC] tariff.
- Because she believed the AVC charge was expensive she contacted the company to enquire as to the possibility of having a meter installed.
- The company sent a sub-contractor to investigate, and it advised her not to install a meter as it would be open to the elements and even cause problems in respect of pest control.
- When she enquired about having the meter installed inside the property she was informed that it would be necessary to cut through a kitchen unit and she became concerned that this would result in a problem with her landlord.
- She believed she was in a dispute with the company and thus her account would be put on hold and that she would make no payments until the dispute was settled. She was thus surprised when she understood that the company had placed a negative marker on her credit history file.
- Believing the company had not properly addressed her concerns she, on 22 September 2021, escalated her complaint to CCWater who took up the dispute with the company on her behalf.

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The records show that CCWater contacted the company and has been involved in the dispute since.

- Records show that on 14 October 2021 CCWater contacted the company requesting updated information and details of the customer service provided.
- Communications continued between the three stakeholders during the ensuing months, and finally the company responded to CCWater by its communication dated 07 January 2022 answering in detail all its requests for information and clarification and confirmed that it had attempted on numerous occasions to fit a meter in the property but always the circumstances around the customer prevented access to the property. The company confirmed it was willing to fit a meter, but the customer must make a formal request.
- CCWater advised her on 13 January 2022 that it believed the company had issued its final position on the dispute and therefore it concluded that it could not take any further measures to have the company change its position and was thus closing her case.
- Continuing to be dissatisfied with the response of the company she has, on 16 February 2022, referred the matter to the WATRS Scheme where she requests that the company be directed to install a meter at her property and reduce her bill.

The company's response is that:

- It provided its response to the claim in its submission dated 25 February 2022.
- It acknowledges that the customer contacted it in November 2015 to advise that she had taken up occupation of the property.
- It had not been contacted by the property developer who had illegally connected to its network and consequently it was unable to place the customer on its database.
- It was aware that the developer had not installed meters as it was required to do, and throughout 2016, 2017, and 2018 it made numerous unsuccessful attempts to contact the customer to arrange with her to have a meter installed.
- As a result of not being able to contact the customer, on 01 April 2019 it commenced applying the AVC tariff as the basis for charging the customer, and it confirms the customer contacted it in December 2019 to complain of the high charges because of the AVC tariff.
- Again, it made numerous attempts to install a meter but without success. It notes that the customer has stated that she requires the landlord's permission to install a meter but it has

informed her that because the property was built after 31 March 1990 it is subject to compulsory metering and the landlords permission is not required.

- In order to bring closure to the dispute it has on two occasions written off outstanding balances, the latest being on 01 April 2021, but that it advised the customer that the AVC tariff will still apply until a meter is installed. The company notes that despite its initiative the customer has not made any payments into her account and the outstanding balance for the period ending 31 March 2022 is £884.79.
- In respect of the customer's requested remedy of having a meter installed, the company reiterates that it is happy to install a meter, but it says the customer must contact it to arrange a suitable appointment.
- In summary, it believes it has made significant attempts over many years to install a meter and remains willing to do so, and it maintains that charges raised under the AVC tariff and correct and remain payable. It declines to reduce the outstanding charges.

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 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.

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How was this decision reached?

1. The dispute relates to the customer's dissatisfaction that the company has failed to install a water meter at her property and has been applying a wrong and expensive tariff instead. The company contends that it has made numerous attempts over many years to have the customer permit it to install a meter.
2. I note that the WATRS adjudication scheme is an evidence-based process, and that for the customer's claim to be successful, the evidence should show that the company has not provided its services to the standard that would reasonably be expected of it.
3. I accept from the evidence submitted by the company that it has established its authority to render charges to the customer for the water services supplied to her property.
4. I can see that the parties agree that the customer became the occupier of the dwelling in November 2015. I can further see that the customer contacted the company at that time to advise it of her taking occupancy of the property.
5. I take note that the developer of the property did not advise the company of the construction and subsequently made illegal connections to its network.
6. I also note that as the property was constructed after 31 March 1990 it was compulsory for the developer to install water meters, as set down in Section 7.7 of the company's *Household Charges Scheme*. I can see from the evidence that the parties agree that the property does not have a meter.
7. The company has stated that it made very many attempts over several years to arrange with the customer to have a meter installed at the property.
8. I can see that the company has submitted a considerable volume of documentation in support of its position and defence. I am satisfied from my reading of this evidence that the company has made numerous attempts to install a meter. By way of example, I note that the customer has cancelled several appointments and on other occasions has not been present at the property when the meter installation technicians have attended.
9. Additionally, I note that the customer has raised that she believes the permission of her landlord is necessary prior to installing a meter. I am satisfied that the company has explained to the customer that this is not the case, because all properties constructed after 31 March 1990 are legally required to have a meter installed. I am satisfied that the company has established to the customer that it has the legal right to install a meter at her property without the prior agreement of the landlord/owner.

10. The customer, in her application to the WATRS Scheme, has requested that I direct the company to install a meter at her dwelling. I shall not make such direction as I find the delay, over many years, in having a meter installed rests with the customer. The evidence shows that the company has always been, and remains, prepared to install a meter both to satisfy legal requirements and to assist the customer in potentially reducing her charges. I am satisfied that the onus remains with the customer to contact the company to request a meter be installed and to arrange a mutually convenient time for the installation.
11. The second remedy sought by the customer is for the company to be directed to reduce the outstanding balance on her account.
12. I can see from the evidence that between November 2015 and November 2019 the company attempted on numerous occasions to fit a meter, but without success. Thus, on 11 November 2019 it commenced to charge the customer on its AVC tariff, backdated to the start of the billing period on 01 April 2019.
13. I am satisfied that the company explained to the customer the reasons for charging her based on the AVC tariff. I can see that the relevant information is set out in the company's *Household Charges* document, and my reading of this leaves me content that the company is correctly applying the tariff because a Rateable Value tariff is not applicable and a meter is not installed.
14. Additionally, I take note that on 02 April 2021 the company agreed to close the customer's original account and write off the outstanding charges and opened a new account for her as from 02 April 2021. This, in effect, means that the customer has not been charged for water services for the period between November 2015 and April 2021.
15. I also take note that the evidence confirms that the company also advised the customer, in April 2021, that the AVC tariff would continue to be applied until such time as a meter was fitted.
16. I can see from the evidence that the company has established that the customer has not made any payments into the new account since it was established in April 2021. The evidence also confirms that the outstanding balance is currently £884.79.
17. Thus, I find that the company has acted correctly and reasonably in both its dealings with, and the charging policy applied to, the customer. It has not charged her between November 2015 and April 2021 despite the customer not facilitating the installation of a meter, and I am satisfied it is correctly applying the AVC tariff. I find that the evidence does not support directing the company to reduce further the outstanding bill and thus I shall not so direct.
18. My conclusion on the main issues is that the company has not failed to provide its services to the standard to be reasonably expected by the average person.

Outcome

The company does not need to take further action.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
 - The customer must reply by 06 May 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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Peter R Sansom
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Member, CEDR Arbitration Panel.
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Adjudicator

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