

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X858

Date of Final Decision: 5 April 2022

Party Details

Customer: The Customer

Company: The Company

Complaint

The customer says the company charged her incorrectly for water that she did not use and failed to review her account upon further readings as promised. She seeks a refund of the cost of 396 cubic metres of water and £600.00 compensation for the time she has spent and the stress suffered.

Response

The company says it does not have to provide an allowance for unexplained consumption. However, it has liaised with the wholesaler appropriately and the wholesaler has refused a leakage allowance. It also provided further readings to the wholesaler for consideration but it again refused the allowance. It denies the claim.

Findings

The evidence shows the company provided its services to the standard to be reasonably expected.

Outcome

The company does not need to take any further action.

The customer must reply by 3 May 2022 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

- She believes the company has charged her for water that she has not used.
- She has provided records to show a significant spike in the water usage recorded by the water meter in 2018 and 2019 before this fell upon installation of a new meter in September 2019.
- She has also enclosed meter test results dated October 2019 showing a meter operating within specification, and documents exchanged with CCWater.
- She has spent a lot of time trying to resolve this over the past three years.
- The company promised to review her bills following readings taken by a new meter but it has not done so.
- She seeks a refund of the cost of 396 cubic metres of water and £600.00 compensation for the time she has spent on the issue and the stress suffered.
- In comments on the company's response the customer says she was not made aware when the account transferred to the company and she initially received estimated bills. She could not easily access the meter to take readings but the meter could be read remotely so the company could have done this. The toilet leak only lasted a few days and could not account for the higher usage. It is unreasonable that the wholesaler and retailer can hide behind each other.
- In comments on a preliminary decision the customer says it is unfair that the retailer has no responsibility and she has no redress against the wholesaler.

The company's response is that:

- It is a water retailer however allowances in respect of metered charges are solely a wholesaler provision. There is no obligation on a retailer to provide an allowance for unexplained water consumption.

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- It presented the customer's case to the wholesaler, (REDACTED), for its consideration of an allowance but it declined to offer the customer a leak allowance.
- It also submitted an appeal to (REDACTED) to ask that they reconsider the customer's allowance application after the additional readings were obtained but again this was declined.
- The customer queried a high bill in June 2019 and it asked the wholesaler to carry out a stop tap test. It found no evidence of a visible leak however an employee on the site confirmed a toilet was repaired in 2019. In the absence of evidence of a leak the wholesaler concluded that the toilet cistern overflow would account for the higher readings.
- The customer provided records to show her history of low water usage. These showed it had underestimated water usage since opening the account but that the meter was recording usage correctly. It arranged to test the water meter in July 2019 and the results reported in October 2019 showed the meter working correctly.
- The customer complained in November 2019. It explained there was no evidence the meter was faulty but recommended the customer obtain further readings to compare the current consumption against the historic consumption. The wholesaler agreed to review consumption over the next 12 months and then consider again whether to make an allowance. In early 2021 it provided these readings to the wholesaler however they again rejected an allowance. It updated the customer who then raised a complaint to CCWater.
- It denies the 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.

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. In order to make a decision in this matter I must clearly distinguish between actions taken by the wholesaler and the duty owed by the retailer (the company) to its customers. Since the water market in England opened up to retailers in April 2017, all non-household customers have been moved to a wholesale/retail split service. As a result, a non-household customer now only has a relationship with the retailer. In turn, an adjudicator operating under the Water Redress Scheme may only make findings related to those things for which the retailer, as the party to the case, has responsibility, and not those things for which the wholesaler has responsibility. This includes, however, the effectiveness with which the retailer has operated as an intermediary between the wholesaler and the customer.
2. The company (retailer) is responsible for billing the customer based on the usage recorded by the water meter. However, it is the wholesaler who is responsible for its assets, including the water meter, and it is the wholesaler who decides on whether to grant a leakage allowance.
3. Upon the customer querying the high bill, the company says it arranged for the wholesaler to: test for a leak; test the water meter; consider a leakage allowance and; reconsider its refusal of an allowance upon further evidence. While the company has not provided evidence in support of these submissions, the CCWater documents, which include correspondence between the customer and company, support that this is what happened. I am therefore satisfied the evidence shows the company provided its services to the standard to be reasonably expected, in liaising between the customer and the wholesaler.
4. Further, the evidence shows the company did ask the wholesaler to consider the customer's further readings and then updated the customer that its decision to refuse an allowance remained the same. I am therefore satisfied the company provided its customer services to the standard to be reasonably expected in this regard.

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5. Given no fault was found with the customer's water meter and given the wholesaler refused a leakage allowance, the company was entitled to bill the customer based on the usage recorded by her water meter. The evidence does not show the company failed to provide its services to the standard to be reasonably expected in billing the customer.
6. I appreciate the customer has reason to believe she has been charged incorrectly. However, the evidence does not support this. Insofar as the company is entitled to bill the customer based on recorded usage, I cannot find it at fault.
7. In accordance with WATRS rule 5.4.3 I must disregard any new matters raised in the customer's comments on the company's response. Therefore I will not comment on the customer's complaints about how her account was set up or that the company did not take actual meter readings sooner.

Outcome

The company does not need to take any further action.



J Mensa-Bonsu LLB (Hons) PgDL (BVC)
Adjudicator

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