

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X859

Date of Final Decision: 14 April 2022

Party Details

Customer: The Customer

Company: The Company

Complaint

The customer complains that the company has failed to adequately investigate an unexplained spike in her water consumption which led, when a meter reading was taken, to a bill that she regards as excessive. The customer is not happy with the company's explanation and wants the company to do more to investigate why there was a spike in consumption and reimburse for any overpayments.

Response

The company says there was a period where the meter was not read and a previous bill was under-estimated, therefore, a higher value was added to a later bill. The company has applied some goodwill payments in relation to its customer service but says that the customer is not entitled to a reduction in her bill which is now consistent with the meter reading.

Findings

I find that the meter reading reflects the best evidence of water used and, in the absence of any explanation for high water use, must be taken to be accurate. It is improbable that a further investigation will now provide additional information. That the meter is assumed to be accurate unless the contrary is shown is stated in law and reflected in the company's Scheme of Charges. The company would reasonably be expected to bill the customer accordingly. The company has, however, incorrectly stated that one of the disputed meter readings was taken by the customer, whereas it was an estimate by the company and has provided information and explanations to the customer over an unreasonably long period. This has caused inconvenience, mistrust and distress. The customer is entitled to a further small compensatory payment.

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Outcome

The company shall credit the customer's account with a further sum of £50.00.

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Case Outline

The customer's complaint is that:

- The customer complains that she experienced an unexpected spike in consumption.
- She first wrote to the company on 5 October 2021 regarding high consumption and billing. Although there were no leaks found or any other reasons as to why consumption increased over a certain period, the customer disputed the high bills and required an explanation as to why meter readings were higher than usual.
- There were no leaks or other exceptional causes and the usage returned to normal after the spike. The company concluded there was no other course of action to take other than offering to test the meter which would be at the customer's expense. The customer did not perceive this to be beneficial.
- The company confirmed a meter reading was logged incorrectly and confirmed it was an estimation, rather than the customer providing the reading. It was explained that the previous year's rate was lower and there was a spike between 2018 and 2019.
- There was a period where the meter was not read and a previous bill was underestimated, therefore, a higher value was added to a later bill.
- The customer is not happy with this explanation and wants the company to do more to investigate why there was a spike in consumption and reimburse any overpayments.

The company's response is that:

- The chain of events was as follows:

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- On 12 March 2020 the company sent the customer a metered bill for usage of the company's services during the period 28 June 2019 to 15 January 2020. As the company had been unable to take a meter reading, it estimated a reading of 438m³, calculated using the customer's previous daily consumption rate
- On 30 June 2020 a meter reader took a reading of 816m³ from the meter connected to the customer's water supply.
- On 13 July 2020 the company cancelled the estimated bill dated 12 March 2020 because the recent meter reading showed a large increase in the customer's usage. The company issued a revised bill for the period 28 June 2019 to 15 January 2020 using an estimated reading of 695m³.
- On 16 July 2020 the company issued the bill for the period 16 January 2020 to 30 June 2020 using the meter reading of 816m³ taken on 30 June 2020.
- On 13 January 2021 the company issued the customer's bill for the period 1 July 2020 to 12 January 2021.
- On 2 February 2021 the company received a call from the customer querying her bills. The agent who took this call asked questions about how the customer and her family use their water supply. The answers to these questions did not indicate a reason for an increase in consumption. The company advised that it would review the matter and would be in touch.
- On 17 February 2021 the company received a call from the customer as she had not heard back since her last call.
- In October 2021, the customer emailed the company again and an agent from the company's customer services team responded on 12 October 2021. The customer then referred her case to the Consumer Council for Water. (CCWater).
- The company has made a goodwill gesture of £90.00 by way of credit to the customer's account for the following reasons:
 - Failure to return the customer's phone call of 2 February 2021 - £20.00
 - Failure to return the customer's phone call of 17 February 2021 - £20.00
 - Poor response to the customer's email of 5 October 2021 on 12 October 2021 - £20.00
 - Delay in providing the gesture of goodwill - £10.00 added to each of the above - £30.00
- The customer's account is now in credit by £93.83 and this will show on her next bill in July 2022.
- The company says that it has taken all necessary steps and has also offered the customer the opportunity to have her meter tested. However, it argues that there is no evidence for an increase in usage by the customer other than that this was utilised or wasted within the

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customer's property. In the absence of a fault, the meter reading provides evidence of use both by law and in the company's published Scheme of 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 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. The issue in this case concerns an unexplained increase in the use of water at the customer's home. An issue also arises as to the way in which information has been given to the customer, including after the customer referred her complaint to CCWater.
2. The history of the customer's complaint to CCWater indicates that she initially turned to CCWater because she said that she had called the company's helpline several times to try to get an engineer to check the water meter but had never received a call back to schedule a visit. She complained that a meter reading had been submitted on 15 January 2020 that caused a massive jump in the customer's monthly payments. The bill stated that it was a customer reading but it had never been submitted by the customer who did not know where the meter was. That bill stated that the customer had used 321m³ from 28 June 2019 to 15 January 2020 whereas her average usage was 70 m³ over a similar six-month period. The customer therefore said that something "highly unusual had happened" that needed to be investigated.

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3. The company explained in response that a very high increase in the water consumption was due to a meter reading of 816m³ taken on 30 June 2020. The recorded meter reading on 28 June 2019 was normal, showing typical average daily usage to be 0.32m³ at this time. The high reading that followed saw the average daily usage increase to 1.20 m³. However, the company also explained that following the high reading on 30 June 2020, the subsequent readings were at a normal level consistent with the similar usage recorded previously. The company said that because of this reduction in the water use to a normal level, an investigatory appointment would probably not be beneficial as it would not find the cause of the spike. If a leak had been present, or the meter was faulty, the water use would have remained at a high level or would continually have increased. The company then asked some questions about whether there had been leaks, renovations or new appliances in the customer's home. The company said that it was also investigating with its Operations team to see if there was any fieldwork near the customer's area which could have resulted in a temporary increase. The company promised to provide this information by Friday 24 December 2021. In the same response the company apologised for its letter of 12 October 2021 which the company stated had been inappropriate and it would be taking this up with a member of staff.
4. On 24 December 2021, the company wrote to the customer explaining that a check had been carried out with the Operations team but that during the period 28 June 2019 to 30 June 2020, there was no work or maintenance done on the mains or on neighbouring supplies which could account for the spike in the water use. The company then requested the further information that it had previously asked about, which the customer in due course provided, without this giving an explanation of why the increase had occurred.
5. On 10 January 2022, the company said that after investigating the situation and finding no known causes for the increase in water use, and the customer also having been unable to find a reason, there was no further course of available action.
6. On 21 January 2021, the company told the customer that when the actual reading from the meter had been obtained on 30 June 2020 and the estimated reading cancelled and re estimated, a decision had been made to update the reading to a higher one so that more of the water consumption was recorded within the earlier, cheaper bill period of 2019 to 2020 instead of 2020 to 2021 rates. This reduced the impact of the change to recorded consumption.

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7. On 25 January 2022 the company acknowledged expressly that the meter reading showing 695m³ on 15 January 2020 was not submitted by the customer but had been an estimate by the company rather than the customer's own reading. The company then explained that the previous year's rate had been lower but that the spike had occurred between 2018 and 2019. There was a period where the meter was not read, and a previous bill had been under-estimated which meant that a higher value was added to a later bill.
8. The customer responded on 28 January 2022 saying that the only explanation for the increase in consumption would have been due to a leak and asked for a leak allowance to be calculated. The company responded on 4 February 2022 stating that it would need a plumber's report. This has not been forthcoming and so the customer has not qualified for a leak allowance.
9. In March 2020, the company applied the goodwill measures contained in the response to this application.
10. It follows that, against that background, two issues arise. The first is as to the unexplained water consumption. The second is as to the manner in which the company has provided information to the customer.
11. I turn first to the unexplained increase in consumption. As to this, I find that the evidence does not support that the company has failed to provide its services to the expected standard. Although it is agreed that the water consumption increased and no reason can be found for this, it does not follow that the company was at fault. In the absence of evidence of a leak or problem in the company's assets that could have caused this situation, I am also mindful that an unexpected increase in water consumption is also compatible with an open tap or leaking or running cistern or any other un-noticed seepage of water within the customer's home or property.
12. Although the customer asks for further investigation, I find that it is probable that no further information would come to light. The meter is now recording the expected quantity of water usage at the customer's home and therefore it is not likely that there is a fault with the meter. In any event, the company has offered the customer the opportunity to have the meter tested, but she has not agreed to this because there would be an associated charge if no fault were to be found. A customer who believes the water meter is recording inaccurately has the right to have this tested under the Water (Meters) Regulations 1988, but the law makes provision for an allowance for

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excessive charging to be made only where the meter is found to be operating outside set tolerances.

13. The law (Water Industry Act 1991, s136) stipulates that a water meter is presumed to be registering accurately, unless the contrary is shown, and this position is reflected also in the company's Scheme of Charges which are quoted in the company's response to the customer's application.
14. I find, therefore, that the company is entitled to charge the customer for the water recorded by the meter as having been used. I find that the amount billed over time is in accordance with the current meter reading and the company has adjusted its historic billing to afford the customer the benefit of a more favourable rate than application of the present rate over the period of uncertainty. I find that this was, in all the circumstances, a fair and reasonable approach and consistent with the company's Scheme of Charges. I further find that an average customer would expect the company to bill the customer in accordance with its Scheme of Charges and the law.
15. It follows from the above that I do not direct the company to further investigate the spike in water consumption and I do not direct that any further rebate should be applied to the billing.
16. As for the information that has been given to the customer, however, I find that, in addition to the matters for which the company has made goodwill payments, the customer has been misinformed over a number of matters and this has led to inconvenience, mistrust and distress. As documented above, the trigger for the customer's complaint was that the company had recorded on its bill that the January 2020 meter reading had been provided by the customer, whereas it was an estimate made by the company and incorrectly recorded in its systems. This information was not provided initially and the customer had to wait nearly one year from the date of her first query for an explanation of the correct situation to be provided.
17. Furthermore, it is notable that the information about what had occurred was provided to the customer piecemeal, possibly due to a failure by the company adequately to investigate at an earlier stage, and the reference to a spike in 2018 – 2019 is inconsistent with other information provided. The way the bill had been calculated was also not adequately explained until the matter was referred to CCWater. I find that these matters, coupled with the late provision of a goodwill payment for which £30.00 has already been given, would have led to considerable frustration and distress.

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18. I find that the company in this way fell short of the reasonable expectations of an average customer and she has shown that she is entitled to further redress. I find that, taking into account all the circumstances referred to above, a fair and reasonable sum by way of further compensation for the above failures is £50.00.

Outcome

The company shall credit the customer's account with a further sum of £50.00..

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- If you choose to accept this decision, the company will have to do what I have directed within **[adjudicator to complete number, default is 20]** working days of the date on which WATRS notifies the company that you have accepted my decision. If the company does not do what I have directed within this time limit, you should let WATRS know.
- If you choose to reject this decision, WATRS will close the case and the company will not have to do what I have directed.
- If you do not tell WATRS that you accept or reject the decision, this will be taken to be a rejection of the decision. WATRS will therefore close the case and the company will not have to do what I have directed.

Claire Andrews

Claire Andrews, Barrister, FCI Arb.

Adjudicator

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