

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT/X025

Date of Final Decision: 19 July 2022

#### Party Details

**Customer:** The Customer

**Company:** The Company

#### Complaint

The customer says the company charged him using readings from the wrong water meter up to 2 August 2021. It now wants to refund him based on estimated usage, but he considers this unfair. He seeks that the company recalculate his bill using the actual meter reading taken from the correct water meter.

#### Response

The company accepts it billed the customer incorrectly as it charged based on the readings from a water meter that did not serve his property. It has gathered information from the customer to fairly estimate usage and provided a refund accordingly. It cannot refund based on the actual reading at the correct meter as it does not have a reading from the date the customer took occupation.

#### Findings

The evidence shows the company did not provide its services to the standard to be reasonably expected.

#### Outcome

The company should waive and refund the customer all sums it billed for usage up to 2 August 2021, less any fixed or standing charges.

The customer must reply by 16 August 2022 to accept or reject this decision.

*This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.*

# ADJUDICATOR'S FINAL DECISION

Adjudication Reference: WAT/X025

Date of Final Decision: 19 July 2022

## Case Outline

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

- He was concerned that his water bills were higher than expected.
- In August 2021 he asked the company to investigate and it found it was billing him incorrectly as it was a reading from a water meter that did not serve his property.
- The company then decided to recalculate his bill based on estimates, but he is unhappy about this as he believes this results in his paying more than he should.
- He seeks that the company recalculate his bill based on actual meter readings taken from the correct meter.
- In comments on the company's response, the customer expresses dissatisfaction with the company's response and questions why it did not identify the issue sooner.
- In comments on a preliminary decision the customer says he is satisfied with the findings and remedy.

### **The company's response is that:**

- A meter was installed for a new plot in 2015 that it believed connected to the customer's property. It has since transpired this was not the case.
- The customer moved into his home in 2019. From then and up to 2 August 2021 it unknowingly billed him based on readings taken from a meter that was not connected to his property.
- It has since identified the correct water meter for the customer. But, as it does not hold the meter reading from when the customer moved into the property, it cannot calculate actual usage from this.
- Its Charge Scheme says:  
*If it has not been possible to read your meter, we will estimate a reading for billing purposes, for example in situations where you have not given us access. Our estimates are based on historical data for an equivalent period or the number of occupiers, if known. If this data is not*

*This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.*

*available, the estimate will be based on any relevant available information, with a default consumption based on an occupancy of two persons. Where we are able to obtain an actual reading, we will replace the estimated reading with the actual reading and charges will be recalculated on the information supplied.*

- The customer was not happy with it estimating charges and he instead wanted the company to refund the difference between the two meter readings (274 cubic metres). However, as it does not have the starting reading for the correct meter this would mean refunding the customer for usage and charges paid by the previous occupier.
- It asked the customer to say how many days he spent away from the property and then estimated his usage based on the number occupying the property over the period. This resulted in it refunding the customer for 144 cubic metres which is £354.12.
- It did not start billing on the correct meter until 24 August 2021 so the customer also had a further 22 days' usage free of charge.
- It denies the claim.
- In comments on a preliminary decision the company said:
  - It could not have known that plot **XX**, where the meter was installed in 2015, would not become number **XX** and was not advised by the developer of any changes to the house numbers, therefore it was reasonable for it to assume that the meter was correctly serving the property.
  - As soon as it was made aware of the customer's concerns it investigated and corrected the error.
  - Its Charges Scheme does state that it may estimate charges where it has not been able to read the meter and offers an example of not being given access. This is only an example and, whilst the scheme does not detail the customer's specific situation, it does allow for it to estimate charges where it has not been able to read a meter fitted to the customer's supply.
  - It is entitled to charge for the water supplied and has tried to reach an agreement with the customer on how best to estimate his usage.
  - He has not asked us to waive the volumetric charges.
  - It asks that the adjudicator reconsiders their decision in light of this information.

***This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.***

## 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. It is not in dispute that the company charged the customer incorrectly from the date he moved into his property on 15 September 2019 up to 2 August 2021. I therefore find it failed to provide its services to the standard to be reasonably expected.
2. The company's Charges Scheme does not provide for the circumstances of this case. It was always possible for the company to read the meter, it simply read the incorrect one. In the absence of any other reference to law or policy, I consider it was at the company's discretion as to how to calculate any refund.
3. I acknowledge the customer will have made use of water and wastewater services; however, I do not consider it reasonable for the company to charge the customer based on estimated usage, when this may result in his paying more than he should and when he is in this situation through no fault of his own.

*This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.*

4. I also acknowledge the customer considers it fair for the company to charge him based on the readings at the correct meter. However, this could also result in the customer paying more than he should, given the start reading is unknown.
5. Under WATRS rule 6.3, where I uphold a claim in full or in part I can direct the company provide any of the remedies set out in rule 4.3.3. In this case I consider it fair and reasonable to direct that the company waive and refund all sums billed to the customer based on the incorrect meter reading, less any fixed or standing charges. This is because I consider there is no means to fairly calculate how much water the customer may have used and, because I consider he should not suffer any disadvantage because of the company's failing.
6. I have considered the company's comments on a preliminary decision however I find it had already provided this information within its defence and I had already taken it into account. I am satisfied my reasoning above addresses the points made; I have nothing further to add.

#### **Outcome**

The company should waive and refund the customer all sums it billed for usage up to 2 August 2021, less any fixed or standing charges.

#### **What happens next?**

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 16 August 2022 to accept or reject this decision.
- If you choose to accept this decision, the company will have to do what I have directed within 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.

*This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.*



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

*This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.*