

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/X036

Date of Decision: 22 July 2022

#### Party Details

**Customer:** The Customer  
**Company:** The Company

#### Complaint

The customer has a dispute with the company regarding an issue with metering and billing. The customer says that she was given incorrect information by the company that a meter could be removed after installation, but that a tenant at her property installed a meter without her knowledge and the company refuses to remove it. 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 remove the meter or permit subsequent tenants to choose an unmeasured tariff, pay her compensation, and issue an apology.

#### Response

The company says it installed the meter in full compliance with statutory regulations after a request by an occupying tenant of the customer. The company asserts that it is not legally obliged to remove the meter and has offered the customer the option to take responsibility for payment of charges and revert to an unmeasured tariff. The company has not made any formal offer of settlement to the customer and confirms it will not remove the meter.

#### Findings

The claim succeeds in part. The evidence establishes that the company is not obliged to remove the meter nor permit subsequent tenants of the customer to choose an unmeasured tariff. I accept that the customer was misled during discussions with the company in March 2021, but I am satisfied that the company is not legally obliged to remove the meter. I find that the evidence shows that the company did not provide its services to a reasonable level and has not managed the customer's account to the level to be reasonably expected by the average person.

#### Outcome

The company shall issue a written apology to the customer.

The customer must reply by 19 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.*

[www.WATRS.org](http://www.WATRS.org) | [info@watrs.org](mailto:info@watrs.org)

**ADJUDICATOR'S DECISION**  
**Adjudication Reference: WAT/X036**  
**Date of Decision: 22 July 2022**

**Case Outline**

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

- She has experienced an ongoing dispute with the company concerning issues with metering.
- She is the owner but not the occupier of the property supplied with services by the company. The customer states that she rents out the property.
- A new tenant rented the property as from October 2020.
- Shortly after taking up residence, he requested permission from the customer to apply to the company to have a meter installed. The customer says she denied permission because she believed fixed charges are more cost effective.
- On 05 March 2021, following another request from her tenant, she contacted the company and contends that she was given incorrect information by a telephone agent.
- The agent informed her that if a meter is installed then she would have a maximum period of two years to request it be removed. Furthermore, she was told that either the landlord or tenant requesting the meter could have it removed.
- She thus understood that a meter could not be installed without her permission and subsequently denied permission, for a second time, to permit the tenant to request a meter installation.
- She contacted the company again on 06 December 2021 and was surprised to be informed that a meter had been installed at the property in June 2021.
- A telephone agent explained to her that a tenant with a lease in excess of six months duration can request to have a meter installed without having obtained landlord permission.
- If the company agent had given her correct information in March 2021, she would have been in the position of being able to terminate the rental agreement prior to the expiry of the initial six-month period. The customer contends that the actions of the company are biased in favour of tenants and believes that all parties should be furnished with the same information at the same time.
- The actions of the company have placed her in a less favourable position as she believes potential tenants are put-off by having to pay measured charges.

*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.*

**www.WATRS.org | info@watrs.org**

- The company has installed the meter inside the curtilage of her property and not on the street outside, and she believes it had no authority to enter her property without permission to undertake the installation.
- She contacted the company and was informed that the meter could not be removed and it suggested she take responsibility for payment of charges and obtain reimbursement from her tenants. This would permit her to revert to unmeasured charges.
- Believing the company had not properly addressed her concerns she, on 24 January 2022, escalated her complaint to CCWater. The records show that CCWater contacted the company for its explanation of events.
- On 08 March 2022, CCWater advised her that it had received a detailed response from the company. The company had stated that it would not remove the meter and all future tenants would be subject to a measured tariff, but it would permit the customer to assume responsibility for payment of charges and she could revert to unmetered charges.
- CCWater had concluded that the company had submitted a detailed response and offered a suitable proposal. CCWater stated 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 07 June 2022, referred the matter to the WATRS Scheme where she requests that the company be directed to either remove the meter or offer any new tenant the choice to be charged on either a measured or unmeasured tariff, pay compensation, and issue an apology.

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

- It provided its response to the claim in its submission dated on 08 June 2022.
- It confirms that both the customer and her tenant contacted it separately on 05 March 2021 in respect of having a meter installed at the premises.
- It acknowledges that the customer stated that her tenant did not have her approval to install a meter, and that it explained to the tenant that he could apply for a meter only after he had been in residence for at least six months.
- It also acknowledges that the advice given to the customer by its telephone agent could have been clearer.
- On 12 May 2021 it received a meter application from the tenant and installed a meter on 30 June 2021. The company notes that the customer subsequently complained that the tenant

*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.*

**www.WATRS.org | info@watrs.org**

requesting a meter was in conflict with the tenancy agreement, but it records that it is not a party to the agreement.

- It relies on the Water Industry Act 1991 that confirms its right to install a meter in the garden of the property and that a tenant has the right to request a meter without landlord permission if the tenancy agreement is in excess of six-month duration.
- Following the complaints from the customer, it offered to permit her to take over the property account and be responsible for charges that she could recover from her tenant. The company also offered that should she take over the account she could revert to an unmeasured tariff. The company asserts that the customer has not accepted the offer.
- In respect of the customer's contention that she has been placed in a less favourable financial position due to the installation of the meter, the company notes that new tenants have now occupied the property and thus it believes the premises has not been negatively affected as a rental property. The company also states that the customer has not established that any financial loss has occurred.
- In summary, it records that it installed the meter in compliance with the Water Industry Act 1991 and confirms that it is not obliged to remove the meter. The company believes its offer to the customer in terms of charging going forward was reasonable.

**The customer's comments on the company's response are that:**

- On 23 June 2022, the customer submitted detailed comments on the company's response paper. I shall not repeat word for word the customer's comments and in accordance with Rule 5.4.3 of the Rules of the WATRS Scheme I shall disregard any new matters or evidence introduced.
- The customer reiterated her position that she was given incorrect information in her telephone discussion of 05 March 2021 and that the company's description of the discussions is misleading. Additionally, the customer believes the information she was given was the opposite of that given to her tenant on the same day. The customer repeated her position that she desires the company to remove the meter.

**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.

*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.*

**www.WATRS.org | info@watrs.org**

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.

### How was this decision reached?

1. The dispute relates to the customer's dissatisfaction that the company has installed a meter at her property without her permission and despite informing the company she did not want 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 can see that the parties agree that the customer contacted the company on 05 March 2021 to discuss the matter of installing a meter at a property owned by the customer but occupied by a tenant.
4. The customer contends that she was given misleading information by the company's telephone agent, and I note that the company has acknowledged that its agent could have been clearer when answering the customer's concerns.
5. I am provided with an audio file of the telephone discussion, and I am satisfied that the customer would have understood that the tenant could not request a meter without her permission and that should a meter be installed she could, as the owner, request its removal within two years of installation.
6. The customer later understood that the company had installed a meter and requested that it be removed. The company has declined to do so.
7. I am also provided with applicable extracts from the Water Industry Act 1991 and the company's Charges Scheme. The company has supplied a copy of the OFWAT document pertaining to metering.

*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.*

**www.WATRS.org | info@watrs.org**

8. From my examination of the evidence, I am satisfied that the company is not obliged to remove the meter once it is installed. I specifically note Section 144B of the Act that states customers moving into a property where a meter is installed cannot have the meter removed and will be subject to measured charges.
9. Whilst I accept that the customer was misadvised on 05 March 2021, I am also satisfied that in terms of the Act it is not obliged to remove the meter once installed. Thus, I shall not direct the company to remove the meter.
10. The customer has requested that as an alternative remedy to removing the meter all her subsequent tenants should be allowed to choose between measured and unmeasured tariffs.
11. The Charges Scheme states:

*(j) Customers will be entitled to revert to unmeasured charging at any time before the end of the period of 24 months beginning with the day on which measured charges commenced, provided written notice is received by XX (which may be given up to 28 days following receipt of their final bill for the 24 months from the date measured charges commenced) ... ..XX shall as soon as reasonably practicable revert the charges to the unmeasured basis of charging for customers exercising their right of reversion which shall in any event be no later than 24 months from the date measured charges commenced.*

*(k) ...The meter shall remain in position and following any change in occupier of the premises they shall be charged on a metered basis.*
12. The “customer” referred to is the person responsible for payment of charges and is usually the occupier. Thus, the person requesting the meter installation shall be permitted to revert to unmeasured charges within a two-year period after installation.
13. I can see that the company has made an offer to the customer whereby she becomes the official account holder instead of subsequent occupiers and thus takes responsibility for payment of charges raised. Also, the customer would be permitted to revert to unmeasured charges. I am aware that the customer has rejected the company’s offer.
14. In its letter to the customer dated 08 March 2022, CCWater has stated that it felt that the company has offered a suitable solution to the customer’s predicament. I am in agreement with CCWater and find the proposed solution to be reasonable.
15. Therefore, I shall not direct the company to permit any subsequent tenants of the customer to be allowed to choose between measured and unmeasured tariffs.
16. The second remedy sought by the customer is for the company to pay her an unspecified amount in compensation.

17. The customer has not submitted any substantiation for compensation. I do not find that she has established any financial losses caused by any act or omission on the part of the company and she has not requested to be specifically compensated for any distress or inconvenience.
18. Thus, I find that the claim for compensation does not succeed, and I shall not direct the company to pay such compensation.
19. My conclusion on the main issues is that the company has not provided all its services to the standard to be reasonably expected by the average person.
20. The customer has also requested an apology for being given incorrect information. As I have noted above, I am satisfied that the customer finished the telephone discussions of 05 March 2021 believing she would be able to have a meter removed if installed.
21. I am satisfied that the evidence establishes that the customer was mis-advised and thus I direct that the company shall have an authorised representative provide a written apology for the information given to her on 05 March 2021.

### **The Preliminary Decision**

- The Preliminary Decision was issued to the parties on 13 July 2022.
- The customer has, on 18 July 2022, submitted comments on the Preliminary Decision.
- The customer reiterated her previous position that the company's offer for her to take over responsibility for the water account is neither feasible nor custom and practice when renting out properties. However, the customer did not submit any additional evidence in support of her position.
- The customer also states that she will suffer financial loss in the future because of the water meter being installed.
- I am satisfied that the facts upon which the Preliminary Decision was based remain unchanged.
- The company has, on 20 July 2022, submitted comments on the Preliminary Decision and confirms that it accepts the Decision.
- Having read the responses of the parties I am satisfied that no amendments are required to the Preliminary Decision.

## Outcome

The company shall issue a written apology to the customer.

## What happens next?

- This adjudication decision is final and cannot be appealed or amended.
  - The customer must reply by 19 August 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.
- 



Peter R Sansom  
MSc (Law); FCI Arb; FA Arb;  
Member, London Court of International Arbitration.  
Member, CI Arb Business Arbitration Panel.  
Member, CI Arb Pandemic Business Dispute Resolution Arbitration Panel.  
Member, CEDR Arbitration Panel.  
Member, CEDR Adjudication Panel.

## 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.*

**www.WATRS.org | info@watrs.org**