

# **WATRS**

## **Water Redress Scheme**

### **ADJUDICATOR'S FINAL DECISION SUMMARY**

**Adjudication Reference: WAT-X002**

**Date of Final Decision: 23 August 2022**

#### **Party Details**

**Customer:**

**Company:**

#### **Complaint**

The customer complains that, having made an appointment for the installation of a water meter on 3 June 2021, the company did not install his meter until April 2022 and has continued to charge during this period using the rateable value of his property as the basis for calculation. He says that he was told that the company would do a drive-by survey on 3 June 2021 as he said he may not be in, and he thinks he may have tried to let the company know a day before that he would not be in. He then heard nothing further until he received another large bill in February 2022. He then re-booked the installation of a water meter.

#### **Response**

The company says that it made an appointment at which it expected to attend and it was not told that the customer would not be in. On 3 June 2021, the company contact the customer by phone and left a calling card, asking the customer to contact the company. Nothing further was heard until March 2022 and a meter was installed. The company has charged the customer in accordance with its Charges Scheme.

#### **Findings**

The company supplied its services to the expected standard. It would be reasonably expected that the company would impose charges on customers in accordance with its Charges Scheme, which the company did. Although there was a failed appointment on 3 June 2021 for a meter survey, the company had tried to contact the customer using a calling card and had also made contact with him by telephone. The customer therefore had reason to believe that the meter had not been installed but he made no further contact with the company until March 2022. As he had told the company that he had cancelled the appointment, the company would not have known whether the customer wanted the meter or not and the customer did not follow up on his request.

#### **Outcome**

The company does not need to take further action.

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## **ADJUDICATOR'S FINAL DECISION**

**Adjudication Reference: WAT-X002**

**Date of Final Decision: 23 August 2022**

### **Case Outline**

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

- The customer says that he received a ridiculously large bill from the company shortly after moving into his property, so he requested a water meter in May 2021. When booking the appointment, he was told that the company would do a drive-by survey on 3 June 2021. He told the company that he may not be in and thinks he may have tried to let them know a day before that he would not be in.
- The customer says he received no further communication but says that even if the company tried to contact him and he did not respond to a note left through his door, the company should have also tried to contact him by other means by writing, email or leaving a message. If he had known, he would have responded as he would have no reason not to.
- The customer continued to be charged according to the rateable value of the property until he made a further request on 4 March 2022.
- The customer is unhappy that the company will not provide a rebate and says that he is being asked to pay for water he never used, and he has not done anything wrong.
- The customer asks for a reduction of his bills so that he does not get overcharged for water.

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

- The company agrees that it received a call from the customer on 4 May 2021 who requested that it should install a meter to his water supply. On 7 May 2021 the company's Metering Team sent a text message and tried calling the customer to arrange an appointment to survey his home for a meter. Following a missed call, the customer contacted the Metering Team on 10 May 2021 and an appointment was booked for 3 June 2021 between 3pm and

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5pm to survey his home. A text message was sent to the customer confirming his appointment.

- On 3 June 2021 an engineer attended the customer's home to survey it for a meter. Nobody was at home at the time of the visit. The company called the customer and he advised that he had cancelled the appointment two weeks earlier. The company says that it has no record of such a call and if this had been received, it would not have sent an engineer at cost to the company.
- The company then sent the customer a copy of his bill for the period 1 April 2022 to 31 March 2023 using the rateable value tariff for his home. This bill informed the customer that the company was raising his monthly payment plan amount, as he had carried forward a balance from his previous bill.
- On 4 March 2022, the customer again asked the company to survey his home for a meter. On 7 March 2022 the Metering Team called the customer and booked an appointment to survey his home on 14 April 2022 in the morning between 8am and 12pm. A text message was sent to him to confirm the appointment.
- On 14 April 2022, an engineer from the Metering Team attended the customer's home and installed a meter to his water supply at the outside stop valve in the pavement. As the company was able to fit a meter to the customer's water supply, his rateable value charges for the period 1 April 2022 to 31 March 2023 were cancelled and the company sent the customer a final bill using his rateable value tariff for the period 1 April 2022 to 13 April 2022. After this amendment, the customer had a final balance for his rateable value charges of £347.44.

### **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

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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.

I acknowledge that neither party has made substantive observations in relation to the Preliminary Decision although the decision has been noted by the company.

### **How was this decision reached?**

1. The customer has made a claim in this adjudication scheme for reduction of his bills. He argues that the company has supplied its services to a standard below that which would reasonably have been expected by an average customer and that therefore the company should provide him with a reduction in the amount of his bills. He points out that he is a single man living alone with modest water use and he has been told that the cost to him of water would be the same if there were 20 people living in his household. The customer says that this is unfair.
2. I am mindful that the company may by law (as set out in the Water Industry Act 1991) impose charges for the supply of water and it is required to publish a Charges Scheme stating how those charges will be imposed on its customers. The company has submitted evidence that its Charges Scheme indicates that customers will be charged for water in accordance with the rateable value of their properties unless a water meter has been installed. I find that an average customer would reasonably expect a company to charge for water in accordance with the information provided in its Charges Scheme.
3. The customer says that following receipt of water bills which the customer found to be unacceptably high he asked for a water meter to be installed in 2021, but he says that the company failed to install this until after he made a further request in 2022. He says that therefore the company did not supply its services to the expected standard.
4. The parties do not disagree that as a consequence of the customer's application for a water meter, an appointment was made to survey his property on 3 June 2021 with a view to fitting a water meter.

5. The appointment on 3 June 2021 did not take place, however. There is competing evidence about the reason for this. The company says that the customer did not attend the appointment and then did not respond to a calling card left through the door. The explanation supplied by the customer to the Consumer Council for Water (CCWater) and to CEDR, is that the customer was told by the company that it could carry out a drive-by inspection and that, in any event, he contacted the company a couple of days beforehand to say that he would not be present at the property on 3 June 2021. He says he then heard nothing further and the company should have done more.
6. I am mindful that adjudication is an evidence-based process and that I am able to reach conclusions only on the basis of evidence submitted by the parties or of inferences that can reasonably be drawn from such evidence. I find that the company has been able to submit supporting evidence for its explanation for the events of 3 June 2021. Although I note that the customer says that he has tried to obtain evidence that he made a call to the company a couple of days before the scheduled meeting, he has not been able to do so because his mobile phone company does not provide an itemised bill. There is thus no supporting evidence for his recollection.
7. In contrast, I note that the company's records confirm that:
  - a. Following a call from the customer on 10 May 2021, an appointment was booked. The entry in the company's records states "Access – Knock". I find that this entry indicates that the company intended to knock at the customer's door for access. It is not consistent with an agreement for a drive-by inspection and the company has submitted evidence that it would not ordinarily be willing to install a meter without access to the customer's home. The company explains that for all metering surveys it needs access to the Internal Stop Valve of a property in order to ensure that the Outside Stop Valve (which is the location for external meters to be fitted), controls the supply of water inside a particular property. This ensures that customers are not subsequently charged by reference to the wrong meter. I find that this makes it improbable that the company would have been willing to agree to a drive-by survey.
  - b. The company then sent a text to the customer confirming the appointment. Nothing in that text indicated that the customer was not expected to attend the appointment.

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- c. The company (which would have had an interest in receiving and recording the information because it would not wish to undertake unnecessary visits) has no record of a call from the customer either cancelling the appointment or confirming that he would not be present.
  - d. On the date of the appointment, the company's records state that when the company attended, no-one was in. Its records also show that when the company contacted the customer by telephone on 3 June 2021, the customer told the company that he had cancelled the appointment two weeks earlier.
  - e. I note that if the customer's explanation at that time were to have been correct, it would reasonably have been expected that the customer would on cancellation, have re-booked the appointment if he still wanted the meter. There is no evidence of re-booking and as he says that he did want a water meter, I find that it is improbable that the customer cancelled the appointment. Moreover, this is not consistent with the customer's current recollection, which is that he contacted the company a couple of days before the appointment to confirm he would not be present. I find that the change in recollection reduces the persuasiveness of the memory that the customer now holds.
  - f. The company also left a calling card at the customer's home. The company has a copy of the calling card indicating that it stated the date and time and gave a reference number. The customer does not now recall receiving this, but as I find that it is probable that it was posted through his door, I further find that the company had taken reasonable steps to communicate with him.
8. I find, consequently, that the evidence supports that its engineer attended the customer's property and found him not to be there, the company contacted the customer by telephone and then left a calling card. I find that the customer was therefore on notice that the appointment had not taken place and the inference was therefore that no water meter had been installed. I find that it would reasonably have been expected that if the customer wanted a water meter to be installed, he would then have contacted the company to make a further appointment or to find out what had happened.
9. Although I note that the customer says that the company should have sent a further communication, I am not satisfied that this would reasonably have been expected in the

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circumstances. As the customer had not attended the appointment and said that he had cancelled it, I find that the company would reasonably have been in some doubt about whether the customer still wanted the meter or might reasonably have thought that he did not want the installation, especially as no further contact from the customer occurred until March 2022. I find that the primary obligation lay with the customer whose decision it was whether to have such a meter or not, to ensure that the company understood that he still wanted this.

10. For completeness, the documents then show that the customer requested a meter survey on 4 March 2022, following another bill raised in February 2022 according to the rateable value of his property. In conjunction with this the customer was told that his payment plan would not meet the amount of the bill by the end of the year. It was proposed that this should be changed from £15.00 per month to £72.30. The company fitted the meter on 14 April 2022. A final bill using the customer's rateable value tariff for the period 1 April 2022 to 13 April 2022 (the day before the meter was fitted) which reduced the rateable value charges to £347.44. The customer then raised a complaint.
11. In light of my findings above, however, notwithstanding the customer's unhappiness as to the size of the bill, I find that the company has supplied its services to the expected standard I therefore do not find that the customer is able to succeed in his claim for reduction of his bills, which I find have been calculated in accordance with the company's Charges Scheme and therefore as would reasonably have been expected. .

#### Outcome

The company does not need to take further action.

#### What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- When you tell WATRS that you accept or reject the decision, the company will be notified of this. The case will then be closed.

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- If you do not tell WATRS that you accept or reject the decision, this will be taken to be a rejection of the decision.

## *Claire Andrews*

**Claire Andrews, Barrister, FCI Arb.**

**Adjudicator**

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