

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X061

Date of Final Decision: 11 August 2022

Party Details

Customer:

Company:

Complaint

The customer's water meter has been removed and he does not want it replaced, so the company has applied the Average Household Charge ("AVC") for a large property to his account. The customer says that this is unreasonable and has offered to pay the AVC applicable to his smaller property, but he is willing to negotiate if the company stops trying to force him to have a water meter.

Response

The customer supplied a meter reading in March 2020 and the company took a meter reading in July 2020. However, the customer's meter has now been removed and the customer has refused the company access to fit a replacement. In line with its Charges Scheme, unmeasured charges cannot be applied to a property where a meter has been fitted, so the customer has been placed on the Large Property AVC. The company does not intend to force the customer to have a meter, but it is unable to change the basis of his charging unless he agrees to have one fitted.

Findings

The evidence does not show that the company has failed to provide its service to the standard reasonably expected by the average person by applying the Large Property AVC to the customer's account until he agrees to have a replacement meter fitted. In view of this, the customer's claim cannot succeed.

Outcome

The company does not need to take any further action.

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Case Outline

The customer's complaint is that:

- He was told there was a meter in the property when he bought it in December 2019, but he does not recall seeing it.
- His daughter lived in the property from January 2020 to April 2020, and called the company twice while she was there to pay a bill.
- When his daughter moved out, he called the company but did not give a reading from the meter. Instead, he quoted a number his daughter had written down on a piece of paper. He said that he would call back when he found the meter, but he could not find it, even though he had not removed it and neither had his plumber. However, from April 2020 the side of the house was exposed to the public because he was having an extension built, and in August 2020, a new water supply was put in and the company's workers advised that no meter would be fitted.
- Later that month, a meter reader visited and said that no meter had been read at his address for years so it must have been taken out.
- Once he moved into the property, he called the company and agreed a monthly payment of £40.00. He made nine payments but then his direct debit was cancelled as his account was in credit.
- The company raised the issue of the meter and he made a complaint. However, his complaint was not managed correctly and the 'Treating Customers Fairly' principles were not followed. He constantly chased his case manager but never received updates or calls back, and the expected response times were not met.
- The company then said it would put him on the Large Property AVC.
- During his last contact with the company, he offered to pay the correct AVC charge for his size of property, rather than the inflated charge the company wanted to apply, but this was rejected.
- He escalated his case to CCW, but there was a six-month delay in progressing it. The company then said that it wanted to speak to him directly and, although he was not happy to do this, his CCW case worker said it may be beneficial. However, the company used this opportunity to try to scare him into not going any further with CCW. Again, he offered to pay the AVC charge

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applicable to his house, but the company applied an AVC for a house twice the size with a swimming pool.

- This dispute has gone on for over two years and the company only started to properly engage with it since WATRS got involved. However, the company has been selective in the information it has provided and has misrepresented the series of events.
- Since his direct debit was cancelled, he has called the company every month to pay the bill. However, he will not pay the debt the company says he owes as he did not authorise the charges.
- He is willing to negotiate but wants the company to stop trying to force him to have a water meter.

The company's response is that:

- In accordance with Section 142 of the Water Industry Act 1991, it is permitted to charge for water and wastewater services, and under Section 143 it is permitted to make a charges scheme that fixes charges to be paid for services provided. Section 162 provides it with powers to deal with works in respect of metering.
- Section 7.7.1 of its Charges Scheme, entitled 'Which properties must have a water meter', confirms that properties where there is a new occupier must have a water meter fitted if an unmeasured bill has not been sent.
- Its records show that a meter was fitted at the customer's property on 18 May 2007, when a previous occupier applied for a water meter under its Free Meter Option Scheme. The original meter was fitted outside in the pavement on a shared supply, so on 26 November 2007 a meter was fitted in the kitchen. On 29 September 2014, it was exchanged again to the new style meter that can be read remotely.
- Up until 27 July 2020, it obtained regular meter readings from this meter and the metering history demonstrates that the property has been charged on a measured basis for a number of years, both prior to the customer moving in and afterwards.
- On 16 March 2020, the customer confirmed that he had purchased the property, it was under renovation, and water was being used. An account was opened for him from 16 March 2020, with an estimated meter reading of 107. As the meter was located under the kitchen sink, it asked the customer to provide his own reading to ensure he was charged correctly. The customer rang back on 23 March 2020 and provided an initial reading of 114.
- It received an application for its Lead Pipe Replacement Scheme on 11 August 2020, which was accepted, and it completed the connection to the new supply on 28 September 2020. It replaced

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the pipework from the mains to the external connection point, and the customer and his plumber replaced all the private pipework up to the point of the external connection.

- The customer rang on 15 October 2020 to advise that the meter had been removed when the internal pipework was replaced. It confirmed that a new meter would need to be fitted as soon as possible, but the customer said he no longer wanted to be charged on a water meter as he was aware that all of his neighbours were charged on rateable value, and he also wanted to be charged this way.
- On 29 October 2020, it wrote to the customer and explained that the rateable value was no longer valid as a meter had been fitted at the request of a previous occupier. It explained that if access was refused it would apply a fixed charge based on its Large Property Assessed Volume Charge as listed in its Charges Scheme.
- After this, it issued two further measured bills, on 12 February 2021 and 9 August 2021, both showing clearly estimated meter readings and not a set charge.
- On 17 August 2021, the customer made contact as he believed he had been placed on a set charge. It explained that this was not the case and the account was still on measured charges. It agreed to fully review his account and provide an update.
- On 31 August 2021, it wrote to the customer and explained its position again, advised him of the differences between each charge and that refusing access to fit a new meter would increase his bill. It asked him to make contact by 13 September 2021 and explained that if no contact was received, it would apply the Large Property AVC from the last estimated meter reading on his account.
- On 16 September 2021, the customer made contact and said he was unhappy with how his complaint had been handled and the decision to place him on Large Property AVC, and he advised that he had never seen a meter in his property. However, as above, he had previously provided a meter reading and it had successfully gained access and taken its own reading on 27 July 2020. The customer asked to be placed on the lower Semi-Detached AVC instead of the Large Property AVC.
- On 27 September 2021, it contacted the customer and explained that it only offers Semi-Detached AVC where a survey confirms a water meter cannot be fitted, it apologised for any poor customer service, and confirmed that the account had been placed on Large Property AVC and a revised bill would be sent.
- On 3 May 2022, CCW asked it to reconsider its position and, due to the time taken to amend the tariff, they asked it to apply the lower AVC. It responded and confirmed that unless it was allowed access to replace the water meter, the customer had to be kept on the Large Property AVC.

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- It does accept there was a delay applying this tariff and would like to apologise for this. However, as the customer was charged on estimated measured charges until 8 August 2021, amending the dates would increase the customer's charges.
- It has advised the customer that if he is unhappy with the Large Property AVC the only alternative is to have a water meter fitted. The current Large Property AVC is £880.57 per year compared to an estimated metered charge for three people of £540.03 per year, so the customer could benefit considerably from having a meter.
- It has raised correct charges in line with its Charges Scheme and has followed all its policies, processes and legal and regulatory requirements. Therefore, it does not believe that it has failed to provide its services to the standard reasonably expected by the average person and it cannot amend the customer's 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 parties agree that the property was metered when the customer purchased it and that the meter has now been removed. The evidence does not demonstrate who removed the meter but, having considered the customer's claim and the company's response, I do not find the circumstances of the meter's removal material to the claim.

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2. The customer states that he does not want the meter replaced and would prefer to be charged on an unmeasured basis, but states that the Large Property AVC the company has applied to his account is unreasonably high. The company states that once a property has been metered, a customer cannot revert to unmetered charges and, in line with its Charges Scheme, the customer has been put on the Large Property AVC as he will not allow access to fit a replacement meter.
3. As the adjudicator of this dispute, I can only direct the company to reduce the customer's charges if the evidence shows, on the balance of probabilities, that the company has failed to provide its service to the standard reasonably expected by the average person by putting the customer on the Large Property AVC and refusing to change the basis of his charges unless he agrees to have a new meter fitted at his property.
4. Having considered the evidence presented by the parties, including the company's Charges Scheme, I accept that a meter was installed in the property in May 2007 and that once a meter has been fitted, a property must be billed on measured charges going forward except in very limited circumstances.
5. As the meter has been removed from the property, I also accept that in order to comply with the company's Charges Scheme, a replacement meter must be fitted, and that the company is entitled to apply the Large Property AVC to the customer's account unless he allows the company access to fit a new meter.
6. It therefore follows that I do not find that the company has failed to provide its service to the standard reasonably expected by the average person by applying the Large Property AVC to the customer's account until the customer agrees to have a replacement meter fitted and measured charges can resume.
7. While I appreciate that my decision will disappoint the customer, as I find no failing on the company's part, the customer's claim does not succeed.
8. Following the preliminary decision, the customer made some comments. Firstly, the customer states that the preliminary decision does not include a review of whether the company complied with the 'Treating Customers Fairly' principles. However, the only

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required action the customer asked for on his application form was: “Negotiate with the Water provider to stop them from thinking they can force me to have a water meter and no-one else”. Therefore, my adjudication focused on whether or not the company is entitled to apply the Large Property AVC to the customer’s account in the absence of his agreement to have a replacement meter. As above, I found that the company is entitled to apply the Large Property AVC to the customer’s account under its Charges Scheme and its customer service did not fail to meet the expected standard in this respect. However, having reviewed the evidence again, I do not find that the general customer service provided by the company failed to meet the expected standard either.

9. The customer also states that the company’s charges are not in-line with the AVC table included in its Charges Scheme as his house is small and he should be charged the AVC for a smaller property. If the customer had applied for a meter but the company were unable to install a meter at his property, I accept that the company would not have based the customer’s charges on the Large Property AVC. However, as the customer’s property was metered by the company in May 2007, the meter has since been removed, and the customer is refusing to have a replacement meter fitted, the company is entitled to charge the customer the Large Property AVC under section 7.7.1 of its Charges Scheme that outlines the type of property that must be metered and states, “If ... you prevent us from or delay us in installing, replacing or maintaining a meter, we have the right to use the assessed charge for a larger property (see section 6.1) until we can carry out the work”.

10. The customer also states that he wants his outstanding debt reviewed as he did not agree to the charges. However, under the company’s Charges Policy and the Water Industry Act 1991, the company is entitled to charge the customer for its services and the evidence shows that the charges applied to the customer’s account are correct and payable.

Outcome

The company does not need to take any further action.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 25 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.

K S Wilks

Katharine Wilks

Adjudicator

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