

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X146

Date of Final Decision: 13 October 2022

#### Party Details

Customer:

Company:

#### Complaint

The customer claims the company overcharged her as her consumption has been reduced since being metered. However, the company's charges have increased. Furthermore, the company provided poor customer service once her issues were raised. The customer is seeking the company to apologise, refund her charges and pay compensation of £2,500.00 for the distress and inconvenience incurred.

#### Response

The company says its investigations found no faults with the meter installed at the customer's property or leaks on the customer's private pipework. The customer charges have increased as the customer has not paid enough to cover the services used. The company has made goodwill gestures totalling £70.00 for any perceived poor customer service. The company has not made any offers of settlement.

#### Findings

I am satisfied the evidence shows the company did not fail to provide its services to the customer to the standard to be reasonably expected regarding its charges. Furthermore, I am satisfied there have been no failings regarding customer service for which the customer has not already been adequately compensated.

#### Outcome

The company needs to take no further action.

The customer has until 3 November 2022 to accept or reject this decision.

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# ADJUDICATOR'S FINAL DECISION

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## Case Outline

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

- The company overcharged her as her consumption has been reduced since being metered.
- However, the company's charges have increased.
- Furthermore, the company provided poor customer service once her issues were raised.
- The customer is seeking the company to apologise, refund her charges and pay compensation of £2,500.00 for the distress and inconvenience incurred.

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

- Its investigations found no faults with the meter installed at the customer's property or leaks on the customer's private pipework.
- The customer charges have increased as the customer has not paid enough to cover the services used.
- The company has made goodwill gestures totalling £70.00 for any perceived poor customer service.
- The company has not made any offers of settlement.

## 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 another disadvantage as a result of a failure by the company.

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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 centres on whether the customer's consumption reflects her household usage and whether she has been billed correctly.
2. The company must meet the standards set out in OFWAT's Charges Scheme Rules, the Water Supply and Sewerage Services (Customer Service Standards) Regulations 2008 and the Water Industry Act 1991.
3. Furthermore, the company also has certain obligations regarding its customer services as set out in the OFWAT Guaranteed Standards Scheme and the company's Customer Guarantee Scheme.
4. Under Section 142 to 143 of the Water Industry Act 1991, the company is permitted to charge for water and wastewater services provided and make a Charges Scheme which essentially fixes charges to be paid for services provided. However, as made clear in WATRS Rule 3.5, "*any matters over which OFWAT has powers to determine an outcome*" cannot be considered by WATRS. The question of whether a company has adhered to Section 142 to 143 of the Water Industry Act 1991 is a matter for OFWAT to determine, and therefore I will make no findings on this matter in this decision.
5. From the evidence put forward by the company, I understand that on 28 March 2017, the company fitted a smart meter to the customer's water supply, and on 26 May 2017, the customer started her two-year transitional period. The two-year period is one where the company send comparison letters at months 3, 6, 12 & 18, comparing the Rateable Value charges against the metered charge for the same period using the meter readings the company has been receiving wirelessly.
6. The evidence shows that as the metered charges were more than the Rateable Value charges, the customer was kept on the Rateable Value charge throughout the two-year transitional period. On 22 July 2019, the customer's two-year transitional period ended, and the customer was moved

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to being billed on a metered basis. As the company was aware of the customer's consumption, she was advised that she would need to pay £1,320.00 to cover the company's services or, on a monthly basis, £110.00.

7. On 2 August 2019, the customer contacted the company and requested a new payment plan at £65.00 per month. I understand that the company advised the customer that this sum would not cover the company's charges. On 21 February 2020 and 9 June 2020, the customer was sent two bills to cover the period May to December 2019 and December 2019 to June 2020. Because the customer's payments of £65.00 per month would not cover the bills, the customer's monthly payment was increased to £121.00.
8. On 18 June and 8 July 2020, the customer and her daughter contacted the company to query the charges. I understand that the company advised it would carry out a supply investigation. However, due to the pandemic, the company had paused all non-essential fieldwork, and it asked the customer's daughter to monitor its website for an update on when this work would resume. The company also advised the customer as the meter was not recording any usage in the middle of the night, it was likely that no leaks existed on the customer's private pipework. The evidence shows that the company also lowered the monthly payment plan back to £65.00 per month while waiting for the supply investigation.
9. Between 8 July 2020 and 24 July 2021, various discussions took place between the parties, with the company undertaking a supply investigation on 24 July 2021. The investigation showed that there were no leaks on the company's pipework, and the meter was recording the customer's consumption.
10. After the investigation results were fed back to the customer, the customer remained unhappy with the company's response and requested that her payments stay at £65.00. The company confirmed that her monthly payments could stay at £65.00 per month. However, as there were arrears of £362.92 and due to the customer's consumption, it expected another £1,033.51 to be charged in the forthcoming 12 months. Therefore, if the customer made all of the payments agreed at £65.00, and her consumption rate stayed the same, the company would expect her to carry forward a balance owed of £811.43 into her next payment plan.
11. Following a new bill in December 2021, the customer complained to her MP and discussed her charges further with the company. Within a message to the customer on 24 February, the

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company advised that whilst her daily consumption was at the higher end of what the company would expect of a household of six, it was in line with the customer's consumption, and with no evidence of any errors or leaks it would not be adjusting the disputed bills.

12. However, due to reissuing a bill, the company applied £50.00 to the customer's water services account as a goodwill gesture. In addition, on 23 May 2022, a Guaranteed Standards Scheme payment of £20.00 was applied due to confusion caused by an email on 2 August 2019. However, the customer remained unhappy and, on 15 August 2022, commenced the WATRS adjudication process.
13. Regarding the customer's comments that she has been overcharged and that the company should reduce her charges, the evidence shows no leaks or errors with the company pipework or meter. The meter was confirmed to read the customer's usage and was not on a shared supply. Furthermore, there were no leaks on the customer's own pipework.
14. With no leaks on the company's or customer's pipework, I find that the increase in customer consumption is likely due to additional usage for personal matters or as some of the higher consumption had been recorded during the Coronavirus lockdown when consumption had increased generally for everyone, this also could be a reason for the increase in consumption.
15. The evidence shows that the increase in the customer charges for each bill is due to the customer's requested payment plan of £65.00 per month does not cover her usage. Therefore, the outstanding balance would be carried forward to the next bill. The evidence shows that this issue was highlighted to the customer multiple times, but the customer was unwilling to increase her monthly payments.
16. Bearing this in mind, and the fact that the customer in normal times has higher than average consumption for a six-person property, I find that the company has not failed to provide its services to the standard one would reasonably expect regarding billing. Accordingly, I find this aspect of the customer's claim fails.
17. The company has certain obligations in respect of its customer services. From the evidence provided, I am satisfied that the company accepts it provided poor service in this respect. This poor service is explained in the company's response. After carefully considering all the evidence put forward by both parties, I find the goodwill payment of £50.00 and the Guaranteed Standards

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Scheme payment of £20.00 is appropriate compensation for the failings regarding the confusion caused by an email on 2 August 2019.

18. The customer has made comments on the preliminary decision and having carefully considered each aspect of her comments, I find that they do not change my findings, which remain unaltered from the preliminary decision.

19. In light of the above, I am satisfied the company did not fail to provide its services to the customer to the standard to be reasonably expected concerning the customer's charges. Furthermore, I am satisfied there have been no failings concerning customer service, for which the customer has not already been paid adequate compensation, as the company has provided a good level of service at all other times throughout its dialogue with the customer.

#### Outcome

The company needs to take no further action.



**Mark Ledger FCI Arb**  
Adjudicator

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