

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT/XX/X257

Date of Final Decision: 23 December 2022

Party Details

Customer: The Customer

Company: The Company

Complaint

The customer submits the company provided poor customer service and failed to install a water meter resulting in his paying higher bills based on unmeasured charges. He seeks that the company apologise, send him documents in large font, fit a water meter on his terms, adjust his bill and pay him compensation of £600.00.

Response

The company denies any service failings and confirms it offered to install an internal water meter which the customer refused. It has properly charged the customer based on the rateable value of his property. However in order to resolve matters to the customer's satisfaction it has since offered to install an external meter at its own cost, backdate metered charges based on the customer's average usage and pay £150.00 compensation.

Findings

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

Outcome

The company should provide the customer with a written apology and pay him compensation in the sum of £200.00.

The customer must reply by 25 January 2023 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

- He was keen for the company to fit a water meter as his water usage is very low and otherwise he was paying a higher bill based on the rateable value of his property.
- He asked for a meter in May 2021 and the company assured him it would complete the install in three months. However, it did not carry out a survey until October 2021. It then attended outside the agreed appointment time causing inconvenience.
- The company insisted it could only install a meter internally, when he had expected and wanted an external meter. He was also unhappy with the company's contract terms for fitting a water meter, which he considers unfair.
- The company took pictures of his kitchen during this visit without his permission in breach of data protection laws.
- The company agreed to send him documents in large font due to his poor eyesight but then continued to send documents in a small font.
- He has not paid his bills as he believes he should only have to pay based on his actual water usage.
- He seeks that the company apologise, send him documents in large font, fit a water meter on his terms, adjust his bill and pay him compensation of £600.00.
- In comments on the company's response, he denies the technician explained the costs of an external meter to him, rather they had already decided to fit an internal meter. The appointment was made by phone so the company should have a call recording. He could not take an appointment between 8am and 10am for medical reasons.
- He asked the company to survey again in August 2022, but it did not action this until October 2022.

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- He does not consider the £150.00 offered is adequate compensation.
- He gave no comments on a preliminary decision.

The company's response is that:

- All domestic customers have the right to request that a meter be fitted to their supply at no cost to themselves. If an internal meter installation is possible but the customer chooses to have a meter installed externally, which requires an excavation, then a charge will apply. This is detailed within its charges scheme and applies to all customers who may choose to have a meter fitted externally when an internal fit is possible.
- It attempted to carry out a survey at the customer's property on 5 October 2021 to see if a meter could be installed. The customer said he did not want an internal meter rather he wanted an external meter. Its technician explained an external meter was chargeable. The customer did not let them complete the survey.
- It arranged the appointment to take place between 8am and 10am; however, the customer thought it would take place between 10am and 12pm. Although it disputes any error it gave the customer a £30.00 goodwill payment.
- It accepts there was one occasion it failed to send correspondence in large print. It apologised for this and immediately sent a copy of the email in the correct sized font.
- Where no meter is installed, the charges are based upon the Rateable Value of the respective property and these charges will only be amended at the point a meter is fitted or when it confirms that it is not physically possible to install a meter, at which point an Assessed Measured Charge is applied.
- It has recently offered to complete the external installation of a meter at no cost as a gesture of goodwill, on a one-off basis. It would then amend the customer's charges dating back to 91 days following his first request for a meter, based on his average metered usage. It also offered the customer a payment of £150.00 for the upset caused and time taken to resolve this matter.

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.

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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. I will not adjudicate on the customer's complaint the company breached data protection laws in accordance with WATRS rule 3.4.1 This is because the information Commissioner's Office is the more appropriate forum to consider such disputes.
2. I cannot adjudicate on the customer's complaint that the company's contract terms are unfair in accordance with WATRS rule 3.5. Therefore I cannot consider the customer's claim for the company to install a water meter on his terms.
3. The customer says he first requested a meter in May 2021; however, the company did not attend his property to survey until October 2021. The company does not dispute this or offer any explanation for the delay. I am therefore satisfied on the balance of probabilities that the company unreasonably delayed. This is evidence it did not provide its services to the standard to be reasonably expected.
4. The customer has provided detailed submissions explaining why he would not have agreed to an appointment slot of 8am to 10am, and he has been consistent in his complaint that the company attended earlier than expected. While the company denies this, it has not provided any records to verify the appointment time, which should be readily available to it. I am therefore satisfied on balance that the company arrived earlier than expected. I find it did not provide its services to the standard to be reasonably expected.

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5. The company accepts on one occasion it did not send the customer documents in large font as he required. While I appreciate mistakes occur, it is important to ensure agreed adjustments to services are effected. And the company has not evidenced this was a one off or immediately rectified. I therefore find it did not provide its services to the standard to be reasonably expected.
6. In considering the parties' submissions, I am satisfied the company offered the customer an internal water meter and the customer refused this. The company was entitled to install a meter internally and the customer was entitled to refuse this. However, it follows that the company would continue to charge the customer based on the rateable value of his property. I find no fault in it doing so. I acknowledge the customer disputes his bills; however, I am satisfied the company charged the customer in line with its terms. I therefore find it provides its services to the standard to be reasonably expected.
7. I remind the parties that under WATRS rule 5.4.3 I must disregard any new matters raised the customer's comments. This includes his complaint the company delayed actioning his August 2022 request for a survey.
8. Given my findings above, that the company did not provide its services to the standard to be reasonably expected in some instances, I will consider the remedies claimed.
9. I direct the company to provide the customer with a further written apology because it did not provide its services to the standard to be reasonably expected.
10. I do not direct that the company should send the customer documents in large font, as I am satisfied it is already aware it should do so.
11. I cannot direct the company fit a water meter on the customer's terms as I have explained above; the customer's claim in this regard is outside the scope of the scheme.
12. I do not direct the company to adjust the customer's bill as I have found no failing regarding the company's billing.
13. In regards to the customer claim for compensation, I have taken into account the customer waited five months for a survey during which time he chased the company for updates and received no explanation for the delay, adding to his distress and uncertainty. I have considered

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the customer's submissions as to the distress caused to him by the unexpected early appointment, in particular given his health condition and medical needs. I have also considered the distress and inconvenience caused to the customer on receiving documents that are not accessible to him. I consider a tier 2 payment under the WATRS compensation guide is due in the circumstances. I find it fair and reasonable to direct the company pay the customer compensation in the sum of £200.00 for distress and inconvenience.

14. For clarity, the company's offer to install an external meter at its own cost and backdate the customer's charges based on his average metered usage remains a private matter between the company and the customer. I make no directions in this regard.

Outcome

The company should provide the customer with a written apology and pay him compensation in the sum of £200.00.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 25 January 2023 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.



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

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