

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT X302

Date of Decision: 13 January 2023

#### Complaint

The customers say that they were notified of a high bill for a period when the company says that there was a water leak at their home. They say that they were notified of a leak on 5 November 2020, and they repaired this, which was in a toilet cistern, on 9 November 2020. They deny that a leak was present from July 2020 and say that the meter was faulty. Although the company agreed to exchange the meter, the customers complain of delay and missed appointments. They also complain that they have been billed during a monitoring period. They complain that the company took four months to respond to their complaint. The customers ask for monitoring of the usage for next two months at least and recalculation of their bill.

#### Response

The company has not submitted a response but participated in the process carried out by the Consumer Council for Water.

#### Findings

I find that the company supplied its services to the expected standard. It is improbable that the leak occurred only on 5 November 2020 and it is more likely that this had been continuing from July 2020, leading to increased water consumption over this period. This in due turn led to increased bills in the payment plan for the following year. The evidence that the company did not attend planned appointments is inconclusive and I do not, therefore, find that the company did not meet expected standards. There is no evidence of a fault on the water meter and the evidence suggests that the old meter was working correctly before it was replaced. Finally, in all the circumstances, the four months between the date of the complaint and the escalated letter of final resolution dated 30 September 2021 is not indicative of a failure by the company to meet expected customer service standards.

#### Outcome

The company does not need to take further action.

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# ADJUDICATOR'S FINAL DECISION

Adjudication Reference: WAT X302

Date of Decision: 13 January 2023

## Party Details

Customers:

Company:

## Case Outline

**The customers' complaint is that:**

- The company contacted the customers on 6 November 2020 stating that there was a leak. The customers arranged a plumber, and the leak was fixed on 9 November 2020. Subsequently the customer called the company, which confirmed that there was no further leak so no further action would be required.
- Then the customers saw an increase in their direct debit payment from £34.00 to £56.00 in April 2021. The customers paid the increased amount for two months until May 2021 but eventually realised that they were being charged much higher than the average consumption for two people living in the property.
- The customers logged a complaint on 18 May 2021 and then stopped the direct debit as they felt they were being overcharged. Another reason to stop the bill was that the company's team informed the customers that it would not send any bill unless they stopped the direct debit and paid manually every month after receiving the bill.
- An ordeal began from 18 May 2021 and still continues. The customers say that during this time the incidents mentioned in the company's "Timeline of Events" in its Final Resolution were not appropriate and true.
  - On 21 and 27 May 2021 the company's engineer did not contact the customers while he was at site. He tried to check the meter from outside and left without giving the customers any notice.
  - Another appointment was scheduled for 23 June 2021, but the engineer again went back without contacting the customers and they subsequently came to know about this a day later when they contacted the company stating that the engineer did not attend. The

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company's team gave a timeline from 1:30 pm to 5:30pm during which the customers waited at home expecting contact, but the engineer did not do so. He returned stating that the meter was too low to be changed. Another engineer visit was then scheduled between 5 and 10 July 2021 but the engineer again did not attend.

- Finally, after several calls with REDACTED (REDACTED) who was handling the complaint, the meter was finally changed on 20 July 2021. This was not a gesture of goodwill as stated in the company's investigation report but was because of the advice from one of the company's engineers. The customers feel that they were being overcharged until the meter was changed.
- The investigation report also states that the customers had a leak between July 2020 and October 2020, whereas there was no leak during this time. On two different occasions, first in the week commencing 9 November 2020 and later confirmed on 7 June 2021 there was no leak at their property.
- Consumption was to be monitored by the customers for 3 to 6 months after changing the meter.
- The customers say:
  - The company was not proactive because it only responded to the customer's contacts and complaint letter of 18 May 2022.
  - The company did not make the customers aware of an increase in consumption.
  - The usage through the old and new meters is not the same: the difference in usage is significant.
  - The company has never explained reasons for the increased cost or the reason why they say that there was a leak between July 2020 and October 2020 which is not true.
- The customers would like the company to address these concerns and take the following steps:
  1. Monitor the usage for next two months at least (So a total of 3 months period, which is still less than 6 months which was promised by the company).
  2. Charge for the correct and appropriate usage for the entire period and send a recalculated bill amount after the end of monitoring period.

**The company submits:**

- The company has not submitted a defence to the claim, but it has participated in the process with the Consumer Council for Water (CCWater) and explained its position.

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## 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.

If the evidence provided by the parties does not prove both of these issues, the company will not be directed to do anything.

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 make clear that in this Final Decision, I have considered the submissions and evidence put forward by the customer in response to my Preliminary Decision. As these reiterate and emphasise points that have been previously made by the customer I have not generally commented but that is not to be taken as an indication that I have not paid attention to these.
2. I am mindful that the company is appointed by Ofwat, on a site-by-site basis, to provide water and/or wastewater services to customers. This arrangement is known as a New Appointment and Variation (NAV). The company owns and operates the water and wastewater network in relevant areas, providing services to customers including supply of water, wastewater services, metering, and billing. The company has all the same duties and responsibilities as the previous statutory water company.
3. Although the company has not submitted a defence to the claim, it has participated in a dispute resolution process with the Consumer Council for Water (CCWater). In this process, the company has explained its view that a leak took place on the customers' toilet cistern, and as such was the customers' responsibility. The subsequent invoice was as a result of this leak, and not as a result of a faulty meter. No appointments were missed in attending to replace the meter and the usage on the old and new meters was comparable.

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4. The company has also not granted a leak allowance.
5. I am mindful that adjudication is an evidence-based process and that I cannot find in favour of a party's case unless the evidence provided by both parties and CCWater, supports this outcome. While, therefore, I can place some weight on the absence of a defence from the company, it does not follow that the customers will succeed in their claim unless the evidence is supportive of their position.
6. I am also mindful that the law requires that the meter reading be taken as the best evidence of water consumption. Section 136 of the Water Industry Act 1991 states that a water meter is presumed to be registering accurately unless the contrary is shown. A customer who believes his water meter is recording inaccurately has the right to have this tested under the Water (Meters) Regulations 1988. This is not a free test, because where a meter is found to be operating within prescribed test limits, it is deemed to be recording accurately and the company may charge the customer up to (currently) £86.00 for the test. In this case there is no evidence that any test of the meter has been carried out and therefore I must take the meter readings as accurate indicators of the water consumption at the customers' property.
7. I do not find that the evidence supports the customers' position for the following reasons:
  - a. The customers say that they were notified of a leak on 5 November 2020 and brought this to an end by 9 November 2020. The customers say that the leak started on 5 November 2020, but they have put forward no evidence for why they say that the leak started on that date. I find that it is highly unlikely that the company would have been in a position to notice a leak on the day that it occurred and, indeed, it would not have been the company's responsibility to have done so as this was an internal fitting in the customer's home. It is far more likely, I find, that the company detected increased water use over a period, including at times when use of water would not be consistent with the expectations of customers' lifestyles (such as high use through both day and night). It is therefore likely that the leak had been continuing for some time: the company says since July 2020 and I find that this is borne out by the evidence generally.
  - b. High consumption during one year is likely to lead to increased monthly payments in the following year because the payments made will not have covered all the water

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consumed at the customers' property. I find that this is the likely explanation for the customers' complaint that from April, the direct debit payments increased and would be in line with the expectations of an average customer in respect of payments made according to a payment plan. Moreover, the company has explained to the customers that it sent correspondence in March 2021 indicating that the direct debit would be increased, and I find that this is likely to have happened.

- c. The evidence appears to suggest that following the cancellation of the direct debit, not all bills have been paid and therefore an arrears position has developed. I do not find that the company has caused this, and I therefore also find that it has not fallen short of expected standards in raising the amount of the direct debit.
- d. In respect of the customers' claim that the engineers did not call when agreed, the company has investigated what occurred. This investigation, which is contested by the customers, indicate the following conflict of recollections:
- On 21 May 2021 the engineers attended externally but could not carry out an internal leak check because they were unable to obtain an answer from the customers. The customers say, however, that they were not contacted.
  - On 27 May 2021 the company says that an appointment had been booked but the customer cancelled this when she rang the company on 26 May 2021, stating that this appointment was inconvenient. The customers say that the company did not attend on that day but do not reference the company's record that the appointment was cancelled.
  - On 7 June 2021, the engineer attended to carry out an internal leak inspection and discovered there to be no leak. The company's records state that the engineer agreed that the meter would be exchanged in order to provide the customers with one that gave more detailed consumption information. Although the customers say that the engineer recommended a change, there is no evidence that this is because any problem was found with the recordings at the meter.
  - On 16 June 2021 the company says that engineers attended to exchange the meter but discovered that it was too low and its height needed to be raised. It says that a third-party contractor was appointed to carry this out on 9 July 2021. This is broadly agreed by the customers save that they say they were told by the

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company that the appointment would be between 5 and 10 July 2021 and no-one attended.

- The customers say that they were told that an engineer would attend on 23 June 2021 and they were given a four-hour time slot within which this was to occur, without any attendance. The company has no record of these events but there is a record of a telephone call on that date. The company's documentation suggests that the arrangements concerned the meter replacement due to happen at the and some set up arrangements due to be made on 8 July 2021.
- The company says that on 9 July 2021 contractors attended to raise the height of the pit to enable the meter to be exchanged. The customers say that no-one attended.
- The parties agree that on 20 July 2021 the meter was exchanged.

I am mindful that, save in relation to the inspection for internal leaks, there was no need for the company to enter the property or contact the customers. In respect of the visit on 21 May 2021, there is no clear evidence either way, but I find that the evidence is insufficiently certain to enable me to conclude that the company did not try to contact the customers. If they made such an effort and the customers could not be contacted, the company has done sufficient to meet expected standards. In respect of the cancelled visit on 27 May 2021 and the visit alleged by the customer but about which the company has no record on 23 June 2021, the position is similar. Finally, in respect of the customers' allegation that no-one attended between 5 and 10 July 2021, I find that it is likely that engineers attended on 9 July 2021 because it was then possible for the meter to be exchanged on 20 July 2021. Overall, in respect of the customers' concern that the company did not attend their property when it was stated that they would, I find that there is no clear evidence to support this, and I therefore do not find that the company did not meet expected standards in this regard.

- e. The supplier has provided information about water consumption which shows the following:

Old meter:

- Nov 2020 - May 2021 0.82 average daily consumption (ADC)
- May 2021 - June 2021 0.58 ADC June 2021 - July 2021 0.67 ADC

New meter

- July 2021-Sept 2021 0.53 ADC

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During the period from July to October 2020, the ADC was 1.77. As this reduced in November 2020, this is, I find, strong evidence that the period of exceptional consumption was due to the leak that was repaired by the customer in early November 2020. Although the customer does not agree with this and has supplied a large number of her bills which she says show that the consumption has changed significantly since before the leak, the customer has not provided an analysis that would support that position and having looked at the bills I do not come to this conclusion.

- f. In respect of the customers' entitlement to a leak allowance, the company has explained that it has a Domestic Code of Practice on Leakage available for customers to read, should they encounter a leak. The company says that it has provided this to the customers on several occasions since the complaint was raised. It is also visible on its website. The company explains that under the Code, it is not required to make a payment should a leak take place on internal fixtures and fittings. As the customers' leak was on the toilet, it says that a payment under the Code would not be applicable on this occasion, and I find that there is no evidence to the contrary.
  - g. There is thus no evidence that the customers qualify for a leak allowance or payments to be made under the company's guaranteed services standards scheme, and no evidence either that the increased usage is due to a leak at the meter or to any malfunction of the meter which must, by law, be deemed to be working correctly if it has not been tested. There is no evidence that the customers asked for it to be tested.
  - h. It therefore follows that, although I recognise that the customers may be distressed and disappointed by an unexpectedly high bill, they remain liable for the bills raised by the company.
  - i. Moreover, as to the timing of bills, although the customers complain that they have been billed during a monitoring period, I do not find any evidence that the company agreed that it would suspend its billing during this time. I find that the company would reasonably be expected to raise bills even if it was also keeping an eye on the customers' usage. I do not find that the company has not met expected standards in this respect.
8. The customers also complain as a matter of customer service that they made a complaint to the company on 18 May 2021 but did not receive a response for four months. I find, however, that

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during the period of the complaint, the company was working to ascertain the cause of the problem and change the meter as set out above. The documentation provided by the company to CCWater shows that there were many exchanges of correspondence in this time. The letter of 30 September 2021 was the final escalation of the customer's complaint and contained a considerable level of detail, which I find is consistent with the company having carried out an internal investigation. I am not satisfied on the basis of the matters set out that the company has provided poor customer service merely because there was a four-month period between the complaint and the final resolution and there is no evidence that the company did not meet any service standards to which it had committed.

9. It follows from the above that the evidence does not show that the company did not meet expected standards and I find that the company is not required to take further action.

#### 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.
- 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, Barrister, FCI Arb,

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## Adjudicator

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