

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT-X338

Date of Decision: 10 February 2023

#### Complaint

The customer says that he has been overcharged for a number of years because he was incorrectly advised by the company that a meter could not be installed at the Property.

#### Response

The company says that there is no evidence of such a statement being made to the customer, and that the customer has been billed correctly.

No offer of settlement has been made.

#### Findings

The available evidence supports a conclusion that the company has provided its services to the customer to the standard to be reasonably expected by the average person with respect to the billing of the Property.

#### Outcome

The company does not need to take any further action.

The customer must reply by 10 February 2023 to accept or reject this decision.

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# ADJUDICATOR'S DECISION

Adjudication Reference: WAT-X338

Date of Decision: 10 February 2023

## Party Details

**Customer:** The Customer

**Company:** The Company

## Case Outline

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

- He contacted the company in February 2014 when he moved into the Property, to request a water meter be installed.
- He was told one could not be installed.
- He contacted the company again in September 2022 and the company sent an engineer, who determined that a meter could not be installed.
- He does not know why no meter survey was performed in 2014.
- He believes that the response he received in 2014 was inadequate, and resulted in larger bills for a number of years.
- He requests compensation of £2,000.00 for the excess charges he has paid.

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

- The customer made contact on 6 March 2014 to advise that he had purchased the Property.
- The customer was advised that an external meter would be fitted.
- A survey was performed on 11 March 2014 and it was determined that an external meter could not be fitted.
- The customer made contact on 25 March 2014 to ask for a single occupier discount, but was told one was not available.
- A recording of the call is not available, but the notes on the customer's account indicate that a meter was discussed.

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- The customer's bills have advised of the possibility of applying for a water meter.
- The customer made contact on 6 September 2022 as he felt that his bills were too high.
- The customer advised that the company had attempted to install a meter previously, and the company offered to try again.
- The customer agreed, and an application for a meter was processed.
- An external survey was performed on 14 September 2022, and it was confirmed again that an external meter could not be fitted.
- An internal survey was performed on 21 September 2022, and it was determined that the Property would require 3 meters.
- As a result, the Property was determined unmeterable and the customer was placed on the Assessed Household Charge.
- The Assessed Household Charge was not available to the customer until it was confirmed that a meter could not be installed at the Property.

### 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.

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## How was this decision reached?

1. In many disputes, the evidence as to precisely what happened will be to some degree unclear, and the law addresses this uncertainty through what has come to be known as the “balance of probabilities” test. Under this test, the decision-maker must look at the evidence provided by the parties, and decide what is most likely to have happened based on that evidence. Importantly, this decision is only based on the evidence provided by the parties, and so is made with full knowledge that the evidence provided may in some way be misleading, or that there may be additional evidence that would justify a different conclusion. However, as a decision must be made, it must be made based on the evidence actually provided, not on the decision-maker’s unsupported speculations regarding what may or may not have happened.
2. In addition, the law requires that disputes be decided in accordance with “burdens”, with the customer having the “burden” of producing evidence to support the claim. This means that if the evidence provided by the parties is evenly balanced between the accounts of the two parties, or is otherwise insufficient to justify a conclusion that the customer’s account is more likely than not correct, then the customer has failed to meet the burden and the claim cannot succeed. Again, this evaluation must be made based on the evidence actually provided by the parties, not based on unsupported speculation by the decision-maker regarding what may or may not have happened.
3. In the present case, while I accept the genuineness of the customer’s statement that he recalls being told in 2014 that a meter could not be fitted in the Property, this is not consistent with the contemporaneous notes made by the company’s agent, which reflect a discussion with the customer of the need to apply for a meter to have an internal meter survey conducted. While this reflects only the company’s account of that conversation, contemporaneous notes are unavoidably more persuasive than a personal recollection of a conversation a number of years previously.
4. The plausibility of the company’s account of that conversation is also supported by two other elements. Firstly, that the company had indeed determined that an *external* meter could not be fitted at the Property, this potentially being the part of the discussion that the customer now recalls. Secondly, that when an internal meter survey of the Property was undertaken in 2022 it was not determined that a meter could not be installed, but that the installation would be too

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complex to be economically justified; this is not a conclusion that could have been reached prior to the internal survey being performed in 2022.

5. Ultimately, the limited evidence of the 2014 phone call means that it cannot be established with certainty what was and was not discussed. However, for the reasons explained I find that the conclusion best justified by the available evidence is that the customer was not told by the company's agent that an internal meter could not be installed. In addition, I find that the available evidence justifies a conclusion that the customer was accurately notified in 2014 of the possibility of requesting an internal meter survey, but that the customer did not make such a request.
6. In his comments on the Proposed Decision in this case, the customer indicated that he believed a goodwill gesture would be appropriate given his experiences. It should be emphasised that although I have not found that the company failed in its duty of care to the customer, and so I have not ordered the company to make a payment to the customer, this does not preclude the customer making a payment to the customer as a goodwill gesture, should it decide that such a payment is appropriate. However, that is a matter for the company to decide.
7. For the reasons given above, the customer's claim does not succeed.

#### **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 10 March 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

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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.
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Tony Cole

**Tony Cole, FCI Arb**

**Adjudicator**

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