

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X367

Date of Final Decision: 27 February 2023

Party Details

Customer: XX

Company: XX

Complaint

The customer claims that the company installed a water meter without his permission, which has led to an increase in his charges. Furthermore, it was unlawful to use it for billing purposes when not every customer had a meter installed. The customer is seeking the company to remove the meter and revert to his XX.

Response

The company says that in accordance with the Water Industry Act 1991 and the Water Industry Regulations 1999, the installation of a meter and its use for billing purposes is lawful and justified. Accordingly, the company will not remove the meter or revert the customer to his original XX. The company has not made any further offers of settlement.

Findings

I am satisfied that the evidence shows the company did not fail to provide its services to the standard to be reasonably expected regarding installing and using a meter for billing purposes. The reasons and evidence provided by the customer are not sufficient to justify that the company remove the meter and stop using it for billing purposes.

Outcome

The company does not need to take any further action.

The customer has until 27 March 2023 to accept or reject this decision.

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

ADJUDICATOR'S FINAL DECISION

Adjudication Reference: WAT-X367

Date of Final Decision: 27 February 2023

Case Outline

The customer's complaint is that:

- The company installed a water meter without his permission, which has led to an increase in his charges.
- Furthermore, it was unlawful to use it for billing purposes when not every customer had a meter installed.
- The customer is seeking the company to remove the meter and allow him to revert to his **XX**.

The company's response is that:

- In accordance with the Water Industry Act 1991 and the Water Industry Regulations 1999, the installation of a meter and its use for billing purposes is lawful and justified.
- Accordingly, the company will not remove the meter, and revert the customer to his original **XX**.
- The company has not made any further 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.

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

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

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 company should remove the meter installed as part of its Compulsory Metering Programme.
2. The company must meet the standards set out in OFWAT's guidance on the Water Meters, the Water Industry Act 1991 and the Water Industry Regulations 1999.
3. The company also has certain obligations regarding its customer services as set out in OFWAT's Guaranteed Standards Scheme and its own Guarantee Standards Scheme (GSS).
4. On 7 November 2016, the company sent a letter to the customer informing him that it would be installing smart meters on all the water supplies on his road. This was followed by the company visiting each property on the customer's road to advise them of its Compulsory Metering Programme, providing the dates on which the company expected to start work on installing the smart meters.
5. From the evidence put forward by the company, I understand that on 4 January 2017, the company fitted a smart meter to the customer's water supply, and in August 2017, the customer started his two-year transitional period. The two-year period is one where the company sends regular comparison letters, 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. In September 2019, the customer's two-year transitional period finished, and the customer was moved to a metered tariff. Following his final Rateable Value bill, the customer contacted the company in November 2019 to complain that the smart meter had been installed without his permission and as such until customer was be charged on a metered basis he was paying more than if he had been kept on the Rateable Value charge.

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

7. In June 2022, the customer contacted CCWater to help resolve the dispute as he believed that the company had unlawfully installed a meter and was using it to measure his charges. Between 8 July 2022 and 28 September 2022, various discussions took place between the company, the customer and CCWater concerning whether the meter had been installed without his permission and whether it was lawful to use it for billing purposes when not every customer had a meter installed. I understand that during this period, it was explained to the customer the reasons why a smart meter was fitted to the customer's property. However, the customer remained unhappy and, on 2 January 2022, commenced the WATRS adjudication process.
8. Regarding the customer's comments that the company installed a smart meter without permission at the customer's property, within its response, the company has provided various sections of its Charges Scheme and pointed out the relevant sections of the Water Industry Act 1991 and the Water Industry Regulations 1999. The evidence shows that the Government has given permission for the company to meter its customers compulsorily and that most of southeast and eastern England is classed as being seriously water stressed. The customer's property falls within one of these areas, classed as water stressed.
9. The company says as the customer's property falls within an area classed as water-stressed, it is entitled under section 162 of the Water Industry Act 1991 to install a smart meter on a compulsory basis and therefore set a tariff based on the volume of water used. From the evidence put forward, in my view, the company has shown the Water Industry Act 1991, as amended, allows it to implement a programme for setting tariffs based on the volume of water used in areas designated to be areas of severe water stress.
10. Accordingly, having reviewed the evidence in full, I must find the company has implemented the compulsory metering scheme fully under the applicable legislation. Because of this, I find the policy to install water meters has been appropriately implemented. I have no authority to direct the company to make an exception for the customer. I am therefore satisfied the company has a clear legislative basis for implementing a scheme of compulsory metering, and I find the customer has not proved the company has unlawfully installed a smart meter. Accordingly, I find I cannot uphold the customer's claim to remove the smart meter. Therefore, this aspect of the customer's claim is unable to succeed.

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

11. I note the customer's comments regarding it was lawful to use it for billing purposes when not every customer had a meter installed. As mentioned above, the company is entitled to install the meter, and I find I cannot challenge the fairness of the company's commercial decision to use it for billing purposes when not every customer had a meter installed, so I can only look at if the company implemented its policy and it seems they have. Bearing this in mind, I find that the company has not failed to provide its services to the standard one would reasonably expect regarding the transfer from Rateable Value charges to metered charges. Accordingly, I find this aspect of the customer's claim does not succeed.
12. The company has certain obligations in respect of its customer services. After careful review of both the customer's letters and the company's responses, I am satisfied that, by the end of the company's dialogue with the customer, the company had adequately explained the reasons why a meter was fitted to the customer's property and why it could not be removed.
13. From the timeline set out within the various correspondence, I find the company responded adequately to all the customer's concerns and I am satisfied there have been no failings concerning customer service as the company has provided a good level of service throughout its dialogue with the customer.
14. The customer has made comments on the preliminary decision and having carefully considered each aspect of the customer's comments, I find that they do not change my findings, which remain unaltered from the preliminary decision.
15. Considering the above, I find the customer has not proven the company failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning the installation and use of a meter for billing purposes. Furthermore, I am satisfied there have been no failings regarding customer service as the company has provided a good level of service throughout its dialogue with the customer.

Outcome

The company does not need to take any further action.

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 27 March 2023 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.



Mark Ledger FCI Arb
Adjudicator

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.