

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT/X470

Date of Final Decision: 27 April 2023

#### Party Details

Customer: XX

Customer's Representative: XX

Company: XX

#### Complaint

The customer states that he does not believe the company's claim that it has been billing him on an incorrect water meter since he moved into the property. The customer disputes that he owes the company £430.19 based on its re-calculation of his bills. The customer says the company provided "different excuses" throughout his communication with it. The customer requests that the company provide him with an apology, "an honest service", a refund of the credit balance shown on his previous bill and compensation (unspecified amount).


#### Response

The company states that after discovering it had been billing the customer on the wrong water meter, it re-calculated his charges based on meter reads taken from the correct water meter, albeit there was a delay on its part in completing the re-bill. It states the reason for the error is that the developer of the property building in which the customer resides previously provided it with incorrect information. The company says that it has applied a credit of £230.00 to the customer's account in recognition of the time taken to resolve the issue and says the customer has also benefitted by saving £559.05 from underpayments that it will not seek to recover. Therefore, it does not accept it should be responsible to provide any of the remedies sought by the customer.

The company made no offer of settlement.

#### Findings

The company did not meet its obligation to correctly bill the customer as an incorrect water meter was registered to his property. Furthermore, after discovering the error, I find that the company did not rectify this within a reasonable timeframe. This constitutes evidence of the service provided by the company not meeting the standard to be reasonably expected. I find that the company has demonstrated however that it has now correctly re-billed the



customer on readings from the correct water meter, applied a goodwill credit of £230.00 for the delay in completing adjustments to his account and also confirmed it will not seek to recover usage equating to £559.05 that the customer would have been charged if it had billed him on the correct meter. I am satisfied that overall, these remedies already provided are fair and proportionate to the issues, however, I find that it is reasonable for the company to also provide the customer with an apology.

### Outcome

The company needs to provide the following further action:

- Provide an apology to the customer for the instances identified in this decision, of its service not reaching the standard to be reasonably expected.

The customer has until 30 May 2023 to accept or reject this decision.

# ADJUDICATOR'S FINAL DECISION

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Date of Final Decision: 27 April 2023


## Case Outline

**The customer's complaint (submission is made by CCW on behalf of the customer) is that:**

- The company confirmed that the customer was previously billed on an incorrect meter which has now been corrected and rebilled to actual reads on the correct meter.
- The company discovered that the property was served by meter number **XBX** which it should have been billing the customer on, since he moved in.
- The company found that the correct meter had not been read since 8 February 2020 so it rebilled using the most recent usage between 8 February 2020 and 20 January 2023 on reads 622 m3 to 1137 m3.
- The company confirmed that the customer was better off when billed on the incorrect meter (between 14 September 2015 to 26 November 2019) and was found he would have been billed 317 units more had he been billed on the correct meter. This period has not been adjusted so remained a benefit.
- The bills sent to the customer in 2021 and 2022 were based on the incorrect meter so had to be corrected, in doing so, the account was credited by £1,042.54 after they rebilled up to 8 February 2020 on the correct meter. The company has now billed up-to-date to 26 January 2023, so the new outstanding balance is £430.19.
- The customer requested a refund of the credit balance (of £1,042.54) however the company advised this was not a true credit balance as it had only billed up to 8 February 2020. The rebill up to 26 January 2023 showed a new outstanding balance of £430.19, with the account no longer in credit.
- The customer remains unhappy with this outcome. The customer requests the company to:
  - Provide “an honest service”.
  - Provide an apology: he does not believe the company is telling the truth about reading the wrong meter for so many years, the meter is outside of his property. Its has provided different excuses throughout his communication with it.
  - Do something about this bill – refund the previous credit balance.
  - Pay compensation (unspecified amount).

### The company's response is that:

- On 18 October 2021, whilst investigating a possible leak on the customer's water supply (as data from the smart meter was showing a continual flow of water being recorded), it found that it had been billing him with meter readings from the wrong water meter since he occupied the address on 14 September 2015.
- It has checked its records and it can see that the building in which the customer lives was newly built in 2015 and the developer applied to it for seven new water supply connections. It approved seven new supplies and the developer then sent it meter details for each new property and one communal supply.
- Its records show that the developer told it that the meter they had connected up to the customer's flat had the serial number **XAX**, whereas, the water meter his property was actually connected to was number **XBX**. This had a reading of 903 m3 on 18 October 2021. The company states that despite always being there, this meter had never been recorded for any of the seven supplies at the property therefore, it does not have a full record of meter readings from it. However, its records show its meter readers took reads of usage on **XBX** on: 13 August 2018 (409m3); 12 February 2019 (475 m3); 8 August 2019 (546 m3) and on 8 February 2020 (622 m3), which were recorded on its computer system.
- Unfortunately, despite knowing the customer was being billed for usage recorded on the wrong meter, it did not update its records following its visit on 18 October 2021. When the customer called on 7 November 2022 about applying for its WaterHelp scheme, this was noticed by the agent whom took the call and they sent a request to its High Consumption Team (HCT) to investigate and update the customer's account.
- Due to a backlog, its HCT were only able to review the customer's account on 5 January 2023 when it called the customer to advise it would update his account with the correct meter and ensure his bills were correct.
- It cancelled all of the customer's bills on the wrong meter since it had transferred his account to its new billing system. This meant charges from 12 February 2019 to 4 November 2022 were cancelled.
- On 19 January 2023, its meter reader was sent to read the correct meter for the customer's supply so it could complete the alterations to his account, however, they reported that they could not access the meter as the pit was frozen over.
- On 20 January 2023, it issued the customer with a revised bill for the period 12 February 2019 to 8 February 2020, being the date of the most recent meter read on the correct meter. This showed a credit balance of £1,042.54.
- The customer called it on 21 January 2023 asking for it refund the credit showing on the bill, however, its agent explained it had not finished rebilling his account up to date, therefore the



credit balance was not a true credit available for refund. He was advised its HCT would be in contact within ten working days.

- The customer emailed reiterating his request for a refund of the credit balance and disputed that his meter had not been read since 2020.
- Its HCT called the customer's representative on 25 January 2023 and explained that when it tried to obtain a read from the correct meter, the pit was frozen over. It sent an email confirming this, as requested by the representative.
- On 26 January 2023, it informed the representative during a call and in an email that its meter reader had now been able to obtain an up to date reading which left a debit balance of £430.19.
- It issued the customer a new bill for the period 9 February 2020 to 26 January 2023 using the meter reading it had taken earlier in the day (1137 m3).
- The company states that it has credited £230.00 to the customer's account for the following reasons:
  - £20.00 for not updating the customer's account with the correct meter details when it first recognised it had been billing him on an incorrect meter in October 2021.
  - £20.00 as its agent on 7 November 2022 raised a request to investigate the customer's supply when it already had the information which showed he was being billed on the wrong meter.
  - £20.00 for not acting on the call received on 7 November 2023 until 5 January 2023.
  - £170.00 - £10.00 for each month the matter has been ongoing between October 2021 (when it proved the correct meter for the customer's home) and March 2023.
- The customer has also benefitted by saving £559.05 on his water services charges between 14 September 2015 and 26 November 2019 as it has not acted upon its power to recover any underpayments.
- Therefore, whilst it has provided inaccurate information, once aware of this, it has corrected the error and decided not to make the customer worse off because the error actually benefitted him.

## Reply

- The customer states he remains dissatisfied with the company's response and goodwill gesture of £230.00. The meter read is "right outside the property" and therefore its reading of the wrong meter is "inexcusable" and "inconceivable".
- He feels that to conclude this matter, the company should provide all telephone recordings between his representative and company and the chat transcript where the person cut of the chat transcript when he was challenged. This will show the "different excuses" they were making.

## Comments on Preliminary Decision

- The customer states he is unhappy with the compensation of £230.00 offered by the company. It did not rectify the matter in a reasonable timeframe and therefore should be held accountable.
- He will accept compensation of £1,042.54 and an apology from the company. He has asked for recordings of conversations but these have not been provided.

## 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.

## How was this decision reached?

1. The claim concerns the customer's bills. The customer is dissatisfied regarding the company's rebilling of his account which has left him with a debit balance of £430.19. I note the customer questions the company's explanation provided to him that it was previously billing him from readings taken from an incorrect water meter, when the meter is right outside of his property.
2. In its Response, the company confirms that it was billing the customer, since opening his account on 14 September 2015, based on meter reading taken from an incorrect water meter, serial number **XAX**.

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3. I find that the company has an obligation to correctly bill customers. Therefore, by not providing the customer with bills based on readings from the correct water meter since he moved into the property in 2015, I consider that the company did not provide its services to the standard to be reasonably expected.
  4. However, I note that in its Response, the company explains that water meter serial number **XAX** was registered as connected to the property since opening his account on 14 September 2015 because the developer (of the building in which the customer resides) informed it, at that time, that the customer's flat was connected to this water meter. I am satisfied that screen shots of the company's system included in its Response, supports the company's submission in this regard.
  5. It is clear from the job notes included in the company's Response, that it discovered this error on 18 October 2021 whilst investigating if there was a leak at the property. In this circumstance, I would expect the company to promptly rebill the customer's account based on actual readings taken from the correct water meter and to explain to the customer what had happened. I find that the company did not take any steps to do this until more than 15 months later in January 2023, after the customer had contacted it on 7 November 2022 about an unrelated matter, which then alerted it to the issue. I consider that the delay by the company in rectifying the customer's charges, constitutes further evidence of the company not providing its services to the standard to be reasonably expected.
  6. Based on evidence submitted by the company including charges issued to the customer on the wrong meter and meter reads from both the wrong meter and his actual meter, I am satisfied that the company has now fairly and accurately rebilled the customer's account. I note that:
    - a. The company used actual reads taken from the correct meter (including 546 m<sup>3</sup> on 8 August 2019, 622 m<sup>3</sup> on 8 February 2020 and 1137 m<sup>3</sup> on 26 January 2023) to calculate readings for dates it did not have, i.e. 591 m<sup>3</sup> on 26 November 2019 (indicating the customer's average daily usage (ADU) was 0.40 m<sup>3</sup>).
    - b. By comparing the customer's ADU with bills raised based on readings from the incorrect meter from 14 May 2015 to 25 November 2019, the company found that the customer would have been billed for 589 m<sup>3</sup> of water whereas he was charged for 273 m<sup>3</sup> on the incorrect meter. It states this means he would have been charged £559.05 more for usage between this period on the correct meter. The company has confirmed it will not seek to recover this amount. I consider that this approach taken by the company, is reasonable in the circumstances.



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- c. The evidence in the customer's bills at Evidence 2 and 3 shows that in January 2023, the company cancelled the customer's bills issued on its new billing system since 2019 (creating a credit of £2,283.53) and on 20 January 2023, it issued a revised bill up to 8 February 2020 based on the meter read taken on this date. This showed a credit balance of £1,042,54 on the customer's bill. I note that after the company obtained a recent meter read on 26 January 2023, it issued a further revised bill up to 26 January 2023 which showed a balance of £430.19 to pay.
    - d. I am satisfied that the company explained the basis of its revised billing to the customer in its response to him dated 3 February 2023.
  7. Therefore, based on the evidence, I am satisfied the balance of £430.19 shown as owed by the customer on the 26 January 2023 bill, is correct.
  8. In his Application, the customer has raised a concern that the company has been making "different excuses" throughout his communication with him. I note in his Reply the customer has asked for recordings and transcripts of telephone calls. I find that WATRS will not seek out this evidence from the company on behalf of the customer as I am satisfied I am able to reach a decision based on the evidence already supplied.
  9. I find that based on the notes of its conversation with the customer included in the company's Response, on balance I am satisfied that the company gave consistent information regarding the reasons for rebilling the customer's account and the need to obtain a more recent meter read on the correct meter. Nonetheless, it appears from the evidence in the Response that the company incorrectly told the customer on or around 21 January 2023 that it had not taken a reading on the correct meter since 2020 whereas the evidence indicates it had in fact taken a more recent reading on 18 October 2021. Whilst this indicates a shortfall in the service provided by the company on this occasion, on balance, I do not consider this error to constitute a serious failing by the company.
  10. In summary, by rebilling the customer's account based on meter reads from the correct meter, I am satisfied that the company has corrected its error, albeit there were delays in completing the rebill. However, the company has applied a credit of £230.00 (on 30 March 2023) in recognition of the delay in taking this action. Whilst the customer remains dissatisfied with the credit of £230.00, on balance, I consider that this credit, together with the underbill equating to £559.05 that the company has said it will not seek to recover, I am satisfied that the redress provided by the company is fair and reasonable. Therefore, I find that the company is not required to provide



the remedies requested by the customer. Although I consider that in the circumstances, it is reasonable to direct that the company provide the customer with an apology for the instances identified in this decision, of when its services provided did not reach the standard to be reasonably expected.

11. I have considered the customer's comments on the preliminary decision, however after careful consideration, they do not affect my above findings.

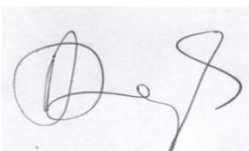
#### Outcome

The company needs to take the following further action:

- Provide an apology to the customer for the instances identified in this decision, of when its service not reaching the standard to be reasonably expected.

#### What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 30 May 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 notified 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 chose 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.



**A. Jennings-Mitchell**, Ba (Hons), DipLaw, PgDip (Legal Practice)

**Adjudicator**