

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT X490

Date of Final Decision: 18 May 2023

#### Party Details

Customer: XX

Company: XX

#### Complaint

The customer says that during the summer months of 2021, the water meter at his property over-recorded the amount of water used, which led to an unduly high bill in November 2021. The customer says that the company has taken insufficient action to investigate. The technician who attended on 9 December 2021 said that he did not know why he was there and only carried out a leak test for 2 minutes rather than 1 hour as the company suggests on its website.. The customer would like an acceptance that in some way there has been a billing/equipment error and that his history proves this.

#### Response

The company says that it has supplied its services to the expected standard. There is no evidence that the water meter was over-recording in the period covered by the bill sent to the customer in November 2021. The company sent a technician to investigate the meter on 9 December 2021 and he found that the meter was connected to the customer's property and that there was no leak. It has offered the customer the opportunity to have the meter tested but the customer has refused. The customer is therefore liable to pay the bill.

#### Findings

The law requires companies (and adjudicators) to presume that a meter is working correctly unless there is evidence to the contrary. In this case there is no evidence to the contrary because the meter has not been tested and there is no evidence of a leak. Although the customer complains of high water use over a particular period, this resolved without intervention and the meter appears to have worked correctly after the spike of measurement during the period covered by the November 2021 bill. Although the customer suggests that the company should provide an explanation for the increased consumption in that period, in the absence of a leak or evidence of a faulty meter, this information could not reasonably have been known to the company. I find that the company has supplied its services to the expected standard.

#### Outcome

The company does not need to take any further action.

# ADJUDICATOR'S FINAL DECISION

Adjudication Reference: WAT X490

Date of Preliminary Decision: 18 May 2023

## Case Outline

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

- The customer explains that he moved into his current address on 29 October 2020. He lives in a second storey, two bedroomed flat with his wife. Prior to this he had lived in an identical flat and had been a customer of **XX** . His last six-monthly bill from **XX** had been £244.00 and a settlement amount of £94.00 on vacating the property.
- Meter readings had been prior to the customer's occupation of the property, which he understands read 1417.
- In April 2021 the customer received a bill for £312.00 which he queried as it bore no relation to his historic consumption. After investigation the company admitted that an error had been made and the bill should have been for £208.00. At this time the meter reading was supposedly 1498. This was paid.
- In November 2021, the customer received a bill for £337.00 which again on the basis of historic consumption levels he queried. He was told that the meter reading was 1577. Whilst accepting that the usage report showed that the customer's water usage was uncommonly high given the property type, the only explanation that the company could provide was that it was the summer period and consumption rises in these months. The customer says that he does not have a garden to water, a pool to fill and he drinks only bottled water.
- In November 2021, the company agreed to send out an engineer to undertake an internal inspection of the meter. He arrived on 9 December 2021 only to say that "he did not know why he was here".
- The company has never explained the outcome of the visits and no inspection was made internally to establish if there were any leakages / over fillings on the toilets within the property. In the absence of any satisfactory explanation of the size of the bill, the customer has withheld £97.00 but the company is still pursuing payment.

- To add to his suspicions regarding the bill of November 2021 a bill for May 2022 was for the sum of £230.00 and the bill for November 2022 was for £250.00. The meter readings for these 2 periods were 1628 and 1684 respectively.
- One suggestion the company has made is that it could remove the meter for testing but should it prove not to be faulty the customer should bear all the costs.
- The customer would like an acceptance that in some way there has been a billing/equipment error and that his history proves this.

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

- The company points out that the customer has moved to a more expensive area for water services, which may indicate why his bills are now higher than they were when he lived within the locality served by **XX**.
- The company says that the customer's water account was opened using a meter reading of 1426, that had been provided to the company by the customer or another. When the customer queried the charges, the company considered that the initial reading may not have been correct and therefore agreed to amend them as a gesture of goodwill. A revised bill was issued to reflect recorded consumption over a two-week period.
- The bill in dispute is the second cyclical bill issued in November 2021, and in response to the customer's concerns, the company arranged for a technician to attend and undertake checks to the meter and supply. This happened on 9 December 2021 and concluded that there were no leaks taking place and the customer was being billed on the correct meter for his property. It is not always necessary to go into a property to see if a meter is working correctly.
- The company also offered the customer the opportunity to have his meter independently checked, to remove any doubt regarding the readings, but as there was a potential cost involved for him if the meter was found to be functioning correctly, he declined. The provision of independent testing, and the costs arising, are set down within the company's licence and is applied by all water companies. If the meter is found to be recording within ISO standard accuracy, the customer pays for that test. If the meter is found to be out of scope, the water company pays.
- No test has been carried out and the company denies that it is liable for this claim. It also denies that the usage recorded in the November bill was uncommonly high.

#### **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.

I also make clear that I have taken into account the customer's comments on my Preliminary Decision. The company made no substantive comment on my Preliminary Decision.

#### How was this decision reached?

1. The customer's claim relates to a single bill in November 2021 that was unusually high. His case is not that he should not have to pay for the water bill sent to him in November 2021 if he has used the water that has been measured by the meter. Rather, he believes that the meter has incorrectly measured the water used and therefore that there must have been something wrong with the meter during that period. He believes also that the company should be able to explain why his bill was so high in that period if there was neither a leak nor a fault with the meter.
2. I am mindful that adjudication is an evidence-based process and that before a customer can succeed in a claim against a company, the evidence, taken as a whole, must support that position.
3. While I empathise with the unpleasant experience of finding that a bill is higher than expected with the possible hardship that this can cause to some customers, I do not find that the evidence supports the customer's position that there was a problem with the meter or a leak in the six-month period leading to the bill in November 2021.
4. I reach that conclusion for the following reasons:

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- a. I am mindful that water meters are designed and calibrated to measure the water in accordance with nationally recognised Standards, as explained by the company in its response.
  - b. The approach that should be taken by water companies (and adjudicators) to the question whether the meter is working correctly is set out by law. Regulation 8 of the Water (Meters) Regulations 1988 states that a reading from a meter installed in relation to a property must be treated as evidence of the volume of water used, unless the meter is proved to register incorrectly. There is a formal method of proving the meter reading, but the customer in this case does not say that the meter reader made a mistake, so this is not in issue. The question therefore is not whether the company can show that the meter was working correctly, but whether there is evidence that shows that the meter was not working correctly leading up to the November bill.
  - c. The principal method of proving that the meter was working incorrectly is by testing the meter. If on testing, it does not meet the standards, it is deemed not to have worked in the past and the company must make an allowance, The law also states that if testing is carried out and the meter is working correctly, the company may charge the customer with the expenses it reasonably incurred in carrying out the test.
  - d. The company explains that this position forms part of the terms of the company's licence to operate and I am mindful that water undertakers generally follow the same rules in relation to the accuracy of the meter.
  - e. The customer has declined testing of the meter and therefore there is no evidence that the meter was not working properly.
  - f. I take into account that it might be possible to show that the water meter was recording incorrectly by other means, but I find that there is no such evidence in this case.
    - i. The customer has complained that when a technician visited on 9 December 2021, he said that he did not know what he was doing there. As to this:
      - I am mindful that if the meter was working correctly, it would not have been necessary for the technician to go inside the customer's home to look at his toilets, etc. A leak at the meter or inside the property would result in continuous meter movement, which would be detectable at the meter.

- I do not find that it is reasonable to draw an inference from a statement by the technician that “he did not know why he was here” that he did not therefore need to carry out any testing. I find that this is equally consistent with the technician having found no problem with the meter that would require him to go inside the property.

- The company’s internal records show that the technician recorded:

*Arrived at site. Checked meter and there was no movement. Meter number matches whats on the log and is proven to supply this customers property. Advised customer to speak to billing*

- I find that this also indicates that the customer was informed by the technician of his findings and the records submitted by the company also show that the company explained its position to the customer on several occasions in telephone conversations,

- ii. The customer also supports his argument by reference to two subsequent bills, which he says show lower usage of water and he therefore argues that this shows that there was a problem leading up to the November bill. I do not agree with that reasoning, however. The two subsequent bills show only that less water was used in that period and the customer seems to accept that these measurements were correct. This position, I find, supports the conclusion that the meter was working correctly over the summer of 2021. I find that it is very improbable that the meter would work incorrectly for six months only and then resume normal functioning. If the meter had been damaged by impact or wear and tear, I find that it is significantly more probable that this would have continued into the following periods.

5. In his response to the Preliminary Decision, the customer has said that the leak test was insufficient because it was carried out over only two minutes, whereas the company’s website suggests that the water should be turned off for an hour. The company has not had the opportunity to respond to this point but I am quite satisfied that there is, however, no evidence of a leak at the customer’s property during the relevant period, not least because the customer’s consumption has returned to normal, which indicates that there was no leak in the pipework at the time.

6. I take into account the customer's concern that the company has made some errors in its response document and I have read and taken into account his comments about the company's position. Nonetheless, it follows from the above that, applying the test under this Scheme, namely whether an average customer would reasonably expect the company to have taken any further action by reducing the customer's bill or acknowledging that there had been a mistake, I find that the company has supplied its services to the expected standard.
  
7. It follows that I am not able to direct that the company should provide the customer with a remedy.

#### **Outcome**

The company does not need to take any further action.

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## Claire Andrews

Claire Andrews, Barrister, FCI Arb.

**Adjudicator**