

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X512

Date of Final Decision: 18 May 2023

Party Details

Customer: XX

Company: XX

Complaint

The customer claims that he has been previously incorrectly charged for excess water consumption, which he alleges is due to either a faulty meter or a leak. The customer is seeking the company to provide a water leak allowance for the period January 2021 to December 2022.

Response

The company says it has undertaken investigations at the customer's home which proved there were no external leaks and that the property's meter is recording accurately. As no valid reason has been found to question the consumption being recorded on the customer's meter, the customer's consumption has been recorded correctly, and the customer correctly charged. Therefore, the company finds no reason to provide a leak allowance as he has not had a leak in his water supply. The company has not made any offers of settlement.

Findings

I am satisfied that the evidence shows the company did not fail to provide its services to the customer to the reasonable expected standard concerning whether the customer has been correctly charged. Furthermore, I am satisfied there have been no failings concerning customer service for which the customer has not already been adequately compensated.

Outcome

The company needs to take no further action.

The customer has until 15 June 2023 to accept or reject this decision.

ADJUDICATOR'S FINAL DECISION

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Case Outline

The customer's complaint is that:

- He has been previously incorrectly charged for excess water consumption, which he alleges is due to either a faulty meter or a leak.
- The customer is seeking the company to provide a water leak allowance for the period January 2021 to December 2022.

The company's response is that:

- It has undertaken investigations at the customer's home, proving there were no external leaks and that the property's meter is recording accurately.
- As no valid reason has been found to question the consumption being recorded on the customer's meter, the customer's consumption has been recorded correctly, and the customer correctly charged.
- Therefore, the company finds no reason to provide a leak allowance as he has not had a leak in his water supply.

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

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 around whether the customer's high charges were due to a faulty meter or a leak on the company's or customer's private pipework.
2. The company must meet the standards set out in OFWAT's Charges Scheme Rules, the Water Supply and Sewerage Services (Customer Service Standards) Regulations 2008 and the Water Industry Act 1991.
3. Furthermore, the company also has certain obligations regarding its customer services as set out in the OFWAT Guaranteed Standards Scheme and its Customer Guarantee Scheme.
4. Under Section 142 to 143 of the Water Industry Act 1991, the company is permitted to charge for water and wastewater services provided and make a Charges Scheme which essentially fixes charges to be paid for services provided. However, as made clear in WATRS Rule 3.5, "*any matters over which OFWAT has powers to determine an outcome*" cannot be considered by WATRS. The question of whether a company has adhered to Sections 142 to 143 of the Water Industry Act 1991 is a matter for OFWAT to determine, and therefore I will make no findings on this matter in this decision.
5. The evidence shows the company installed a Smart Meter at the customer's property in September 2017 as part of its **XX** Programme. The evidence shows that due to COVID and the transfer to a new billing system the customer's fixed charge account would not be closed until January 2021 rather than at August 2019 which would have been the end of the customer's two-year comparison period. A confirmation letter was sent to the customer in November 2020 confirming this.
6. From the evidence put forward by the customer and the company, I understand that in September 2021, the customer contacted the company because he had concerns about his meter, which he believed was faulty or a leak in his supply. The evidence shows that the company attended the customer's property numerous times between October 2021 and June 2022 to assist the customer

in investigating their concerns. The company's investigation resulted in no evidence to suggest that the customer's meter was damaged or faulty, nor any evidence of the supply leaking.

7. Following further discussions, the evidence shows that the company replaced the customer's boundary box, which was broken on 22 September 2022 and installed a new meter on 21 November 2022 to ensure there were no issues with the original meter or groundwater entering the boundary box. I understand that the customer usage between 21 November 2022 and 12 January 2023 falls in line with the usage recorded through the last meter and suggests that the previous meter had been recording accurately.
8. On 19 November 2020, the customer contacted the company via CCWater to raise further concerns regarding his charges. As a result of the discussions with CCWater, the company confirmed that it was unwilling to provide a leak allowance as the customer had not had a leak on his water supply, and his previous meter had been recording accurately. However, the customer remained unhappy and, on 19 April 2023, commenced the WATRS adjudication process.
9. Regarding the customer's comments, that he has been overcharged and that a leak existed on his supply as shown by the company's response documentation, the company has undertaken numerous supply investigations at the customer's property since January 2021. Each investigation proved there were no external leaks and that the property's meters were recording accurately. Accordingly, I find that the consumption being recorded through the meter accurately reflects the customer's consumption.
10. Considering the above, the fact that no leaks could be found on the company's or the customer's pipework, and the customer's usage recorded on two meters has been near-identical, I find that the company has not failed to provide its services to the standard one would reasonably expect concerning its charges. Accordingly, I find the company does not have to provide a leak allowance.
11. The company has certain obligations in respect of its customer services. From the evidence provided, I am satisfied that by the end of the company's dialogue with the customer, the company had adequately explained its actions to discover whether it had incorrectly charged for excess water consumption.
12. I note there were shortfalls concerning a delay in responding to some of the customer's queries. However, on examining the various correspondence, I believe that once the company became aware of its mistakes, it dealt with the customer's concerns efficiently and appropriately,

considering the circumstances. The company has made CGS payments totalling £70.00 to cover these failings. Accordingly, I am satisfied that there have been no failings concerning customer service for which the customer has not been adequately compensated.

13. The customer and company have commented on the preliminary decision. Having carefully considered each aspect of the customer's and company's comments, I find that they do not change my findings, which remain unaltered from the preliminary decision.

14. Considering the above, I am satisfied the company did not fail to provide its services to the customer to the standard to be reasonably expected concerning whether the customer has been correctly charged. Furthermore, I am satisfied there have been no failings concerning customer service for which the customer has not been adequately compensated.

Outcome

The company needs to take no further action.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 15 June 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