

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT/X560

Date of Final Decision: 1 July 2023

#### Party Details

Customer: XX

Company: XX

#### Complaint

The customer says the company charged him incorrectly and did not issue bills as it should have done. He wants the company to: provide an apology for poor service; test its water meter for accuracy; inspect for any leaks; issue bills for the period 2020 to 2022 and; refund any overpayments.

#### Response

It has charged the customer correctly. It previously accepted it did not issue bills as it should have and it paid the customer £120.00 as a goodwill gesture. It denies the claim.

#### Findings

The evidence shows the company provided its services to the standard to be reasonably expected.

#### Outcome

The company does not need to take any action.

The customer must reply by 31 July 2023 to accept or reject this decision.

# ADJUDICATOR'S FINAL DECISION

Adjudication Reference: WAT/X560

Date of Final Decision: 1 July 2023

## Case Outline

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

- He believes his charges are incorrect because of a large difference between actual and estimated meter readings and, due to unexplained fluctuations in usage recorded by the meter.
- He is unhappy the company did not send him bills from 2020 to 2022 and he believes it has not recorded his payments correctly.
- He wants the company to: provide an apology for poor service; test its water meter for accuracy; inspect for any leaks; issue bills for the period 2020 to 2022 and; refund any overpayments.
- The customer gave no comments on the company's response.
- The customer made no comments on a preliminary decision.

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

- It paused meter readings during the COVID 19 pandemic however its Charges scheme says it can estimate charges when it does not have an actual meter reading. It estimated the customer's charges based on his past usage in line with its Charges scheme.
- It placed a billing hold on the customer's account in March 2020 but overlooked removing this until the customer complained he had not received any bills. Upon the customer's complaint it apologised, paid £120.00 as a goodwill gesture and issued one summary bill for the period October 2022 to April 2022.
- The summary bill provides the usage and cost for each of the three billing periods missed. It also sent the customer a breakdown of meter readings for the period to show it had charged him correctly based on the usage recorded. And, it sent the customer statements of his account, to show the charges raised and the payments received to confirm his balance is correct.
- The customer has not evidenced any additional payments made but not credited to his account.

- The customer has not previously suggested his meter is faulty or that there is a leak. However its bills provide information on how a customer can request a meter test. The customer's usage has been fairly consistent but he may ask the company to investigate a leak if he wishes.
- It also applied a £30.00 credit for not providing a full response to one email; and a £20.00 credit for its delay sending the customer a copy of his bills.
- It denies the claim.

### **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. Adjudication is an evidence based process. The evidence must show the company has failed to provide its services to the standard to be reasonably expected in order for me to consider any remedy claimed.
2. I appreciate why the customer would be concerned about the accuracy of his charges, given the difference in estimated and actual meter readings. However the company has explained it calculates the estimated reading based on previous usage, and I am satisfied this approach is in line with its Charges Scheme. Therefore, while the estimated reading may differ from the actual reading, the company remains entitled to bill customers in this way. The evidence does not show the company failed to provide its services to the standard to be reasonably expected.

3. I can also see why the customer would be concerned about fluctuations in his recorded water usage. However usage may fluctuate for any number of reasons; this does not necessarily demonstrate a billing error or water meter fault. The company has provided a breakdown of usage and charges that show usage has been fairly consistent. It has also evidenced the customer is able to contact it to request a meter check or raise a leak enquiry, yet has not done so. I consider there is a lack of evidence to suggest the company's billing is affected by a faulty water meter or leak. And importantly, I have not seen any unusual activity which the company should have flagged to the customer or, seen evidence it failed to act upon any reported concern. The evidence does not show the company failed to provide its services to the standard to be reasonably expected.
4. The company accepted it did not send the customer bills from 2020 to 2022 as it should have done. However it apologised, explained how this happened and paid the customer £120.00 as a goodwill gesture, before he came to WATRS. I consider the company acted reasonably in providing redress for an accepted error. I also consider its payment was suitably in line with a Tier 1 payment under the WATRS compensation guide. The evidence shows the company provided a suitable remedy before WATRS and I find it provide its services to the standard to be reasonably expected in doing so.
5. Finally I note the customer's concerns that not all his payments have been recorded by the company. However, the company has provided a breakdown of payments received against the account and the customer has not detailed any missed payments. On the evidence seen I cannot say, even on balance, that any payments have been lost or missed from the customer's account. The evidence does not show the company failed to provide its services to the standard to be reasonably expected.
6. As I have not found a failing by the company, I cannot consider any remedy and the customer's claim is unable to succeed.

#### **Outcome**

The company does not need to take any action.

#### **What happens next?**

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 31 July 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.



J Mensa-Bonsu LLB (Hons) PgDL (BVC)  
**Adjudicator**