

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT X608

Date of Final Decision: 1 August 2023

Party Details

Customer: XX

Company: XX

Complaint

The customer complains that the company has provided poor service because (1) it mistakenly located the customer's water meter outside the doorway of his porch which he wanted to enclose, (2) was responsible for delay resulting in the customer having to chase up progress and (3) did not honour its promise to waive the cost of re-siting the meter or providing goodwill gestures to the same value. He asks for compensation of £3,549.00.

Response

The company says it is not liable for this claim. It denies that the meter was incorrectly located and said that the customer had to pay for the cost of re-siting this. Although the company has been responsible for some service failures, it has admitted these and made credits to the customer's account of £150.00. Additionally, the company has twice waived the cost of the survey fees that enabled a suitable site to be found for the re-sited meter. The company argues that this is sufficient compensation for all service failures.

Findings

I find that the position of the meter outside the customer's porch door was not incorrectly located and there was no mistake. It was therefore for the customer to pay the costs of re-siting the meter. Although there has been some delay and other customer service failures, the company has admitted these. Where customer service failures occurred, the company was not delivering its services to the expected standard, however, the company has provided goodwill gestures to a value that constitutes fair and reasonable compensation. The sum claimed by the customer is disproportionate and not supported by evidence. Moreover, the call recording of a conversation with a representative of the company indicates that the company did not promise the customer that it would pay the re-siting costs or provide a goodwill gesture in an equivalent amount.

Outcome

The company does not need to take further action.

ADJUDICATOR'S FINAL DECISION

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Case Outline

The customer's complaint is that:

- The customer explains that he is the first resident of a new home built in 2016 and he bought the property directly from the Developer. The Developer completed the house on 22 June 2016, which is when the customer took possession. He had to install all the floorings / furnishings after that, therefore there was water use of around 79 cm³ on 29 August 2016.
- The customer complains about the company's metering activities and other matters. He says that the company had installed its meter right at the doorway of his open porch. The customer in 2022 wanted to install a door so that he could enclose the porch, but the meter was installed in an incorrect position. He requested the company to correct this but was told that he needed to pay for the service, despite having been informed in a webchat that the service was free. The customer disagreed with the payment demand but made payment just to get things moving.
- Even after the payment, the company failed to adhere to its own timescales of 60 days.
- It took a year to get the job done which has caused massive stress, frustration and impact on his porch door installation works.
- The customer has asked for compensation of £3,549.00, comprising refund of the re-siting fee of £549.00 and £3,000.00 compensation. The company has declined to pay this, despite the involvement of the Consumer Council for Water (CCWater).

The company's response is that:

- The company says that no mistake was made in fitting the meter where it was originally connected, and the company always made the customer aware of the charges for its re-siting service.
- The company agrees that some delays were caused by changes in its processes for surveying meter re-siting. In line with its Metering Policy, the Water (Meters) Regulations 1988 and its Charges Scheme, the company agreed to move the meter to a different location. The customer was initially satisfied with the new location after a survey was conducted, but he changed his mind and asked for it to be moved to the footpath / pavement. Permits had to be sought from the Local Authority to dig on their footpath / land but the company was unable to locate the water

- supply in the highway, so the re-site eventually went ahead inside the customer's boundary, which required a further survey. Inevitably, this caused delays in the re-siting of the meter.
- The company has acknowledged some service failures and made a goodwill payment of £130.00 for the following matters:
 - £20.00 for advising the customer that the request for re-siting of the meter had been raised on 31 October 2022.
 - £20.00 for taking payment of the survey fee incorrectly.
 - £10.00 for failing to book a survey within timescales advised.
 - £40.00 due to completion of re-siting taking almost two months longer than advised in December 2022.
 - £20.00 for delay in getting the survey appointment arranged.
 - £20.00 due to repeat contact.
 - The customer had received a total of £130.00 of credit applied to his account and the survey fee of £72.00 had been waived and his account went into credit. A further £20.00 has been credited on review.

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.

In reaching my Final Decision, I have also taken into account the comments of the customer on my Preliminary Decision. The company has made no substantive comments.

How was this decision reached?

1. The dispute in this case concerns three matters relating the location of the water meter at the customer's property, which had been installed at the doorway to his porch:
 - a. First, the customer says that the meter had been installed incorrectly by the porch as a result of a mistake, and therefore the re-siting of the meter, which was undertaken at a cost of £549.00 plus the survey fee of £72.00, should be refunded. He agrees that the survey fee of £72.00 was refunded because the company stated that the payment had been taken from the customer at the wrong time and the documentation shows that this has not been re-requested by way of an apology for its acknowledged service failures.
 - b. The second issue concerns delay, because the work did not follow on within 60 days as promised and took, the customer says, one year to complete. The customer says that he contacted the company in March / April 2022, but the work was not completed until April 2023. He says that this was due to poor customer service, and he has had to spend a large amount of time and effort in order to chase up the relocation of the meter.
 - c. The third issue is as to whether the company has made a promise to carry out the work free of charge or pay compensation equal to the amount of the installation fee of £549.00.
2. These points are not accepted by the company, save for service failings leading to some delay between November 2022 and April 2023 in respect of which the company has made a goodwill payment of £130.00 and has now offered a further £20.00. The company has indicated that it is not prepared to pay compensation of £3,000.00 or to refund the relocation fee of 549.00.
3. I remind the parties that adjudication is an evidence-based process and that in order for a customer to be able to show that a company has not provided its services to the expected standard, the evidence submitted to me must support that position.

Mistake

4. The customer says that the company made a mistake at the time of initial installation of the meter because it located this at the entrance to his porch, but I find that there is no supporting evidence for the customer's view that this was a "mistake" or "incorrect".
5. The documentation submitted to me shows, I find, that at the time of installation of the meter at the customer's property in or before 2016, there was no door in the porch and the property had

not then been purchased by the customer, even if it had been the subject of a reservation agreement. The meter was located one metre from the front door of the property and to the left-hand side. The company says that this is where the water supply entered the property, and its opinion is that it was the best place to have the meter fitted.

6. The company has submitted evidence of the hierarchy set out in its Metering Policy, which indicates that if the existing boundary box cannot be used to locate the meter, the next preferred location is the public highway and then the third option is installation on private property. The company has not explained why the meter was not initially installed in the public footpath, but it has explained that at the time when it surveyed the property with a view to relocation of the meter, it found that it was unable to move the meter to the footpath because no nearby supply pipework could be found. I find that this is likely also to have been true at the point of initial installation of the meter. There is no evidence that the Developer, **XX**, objected to the location of the meter on the property which the customer purchased and I am mindful that it is possible that as part of its planning and construction processes, the proposed location of the meter was known to and agreed by the Developer. There is no evidence to the contrary.
7. The company says that the meter was located as close as possible to the property in order to remove the need for an internal meter and states that this was compliant with the legal rules applicable to its decision. There is no evidence that the meter has been sited unlawfully and I am mindful that the company would reasonably have been expected to comply with its Metering Policy. Although the customer has suggested in response to my Preliminary Decision that I should refer to evidence that the company was unable to position the meter in any other locations than that chosen, I find that this is not necessary. The question is whether the company has provided its services to the standard that would reasonably be expected by an average person, and I find that the company's choice of location met that standard at the time that the meter was installed. The company would not, I find, reasonably have been expected to anticipate changes that a customer might wish to make to the property in the future. I find that it was the decision of the customer and not the company to change the property's construction so as to enclose the porch. I find that the company, therefore, cannot reasonably be regarded as having made a "mistake" or having acted "incorrectly" merely because the meter was not positioned in a place that was convenient to a first purchaser wishing to make changes to the property.
8. I therefore find that there is no evidence that the company failed to supply its services to the correct standard when the meter was fitted at the door of the porch. He is not, it follows, eligible to receive the re-siting of the meter free of charge and therefore not entitled in principle to a refund of the installation fee of £549.00.

9. The customer is not able to succeed in respect of this aspect of his complaint.

Delay

10. Despite having purchased the property in 2016, the customer made no complaint about the location of the meter until 22 March 2022, more than five years later. The customer then contacted the company three times, asking that the meter should be moved free of charge because there had been a mistake. The company's documentation demonstrates that he was advised that the re-siting of the meter would be chargeable, and the customer said that he would think about it. There is no supporting evidence for the customer's statement that he gave valid instructions to the company to move the meter at that point.

11. The documentation shows that the customer then made no further contact until August 2022 when he wanted a smart meter to be fitted. The company has submitted evidence that it did not agree to this as it is not its policy to change the meter unless the previous meter is broken or faulty.

12. The customer then contacted the company again on 31 October 2022. The company's records show that the agent who took the call said that she would have to call the metering team for advice, and then told the customer that the process would take 60 working days. The company explains that this is the expected period if there are no complications. It argues that if permits are needed from the Local Authority to dig the pavement or additional works are needed, the company may not be able to abide by this timescale. The company confirms that there is no regulatory or statutory provision stating that this work must be done within a specified timescale.

13. The customer called the company again on 16 November 2022 to ask about progress and a survey appointment was intended to be booked. The customer called again on 5 December 2022 to express a complaint that no survey had happened, and he had not been told about the fee for the survey when he had rung on 31 October 2022. The company's records do not explain why an appointment for the survey was not made at that time, nor why this did not occur after 16 November 2022 when the customer made a payment under protest of £72.00 to pay for the survey but it appears that this was due to a change in policy. Payment had been taken without delivery of an invoice. On 5 December 2022, the customer complained about the impact of the delay to his building project.

14. During the call of 5 December 2022, the customer's call was transferred to the booking team to make an appointment for the survey, but again this did not happen on that date. A Manager called the customer back the following day to advise of the next steps, namely, to provide his invoice

number. The customer said that he had not received an invoice and then again complained about the delay. He said that he had been waiting since March 2022, although I find that the evidence indicates that he had not contacted the company with instructions to proceed before 31 October 2022. There was, however, at this point, a five-week delay in getting the project underway which the company attributes to changes in its internal procedures regarding booking surveys.

15. On 9 December 2022, there was a further manager's call-back involving "XX". During the customer's conversation with XX, the company acknowledged that it had failed to book the appointment and repeated that the timescale for this work is 60 working days from first instruction. The company thought that the customer had been waiting since 16 November 2022. The customer was told that the manager had escalated the appointment to the team for a response as soon as possible and would advise whether the survey cost needs to be paid to customer services. The customer said that he wanted compensation and for the re-siting of the meter to be paid for by the company or compensation given to equal this. The company agreed to look at the question of compensation.
16. The company then offered a resolution of £20.00 for poor responses or where the wrong information had been supplied to the customer, £20.00 where the wrong action had been taken and for each confirmed failed promise or failure to complete within the time scale, £10.00: totalling £50.00. The customer was also offered waiver of the survey fee of £72.00. The customer did not accept this offer either on 9 December 2022 or on 13 December 2022 when a further conversation occurred. In any event, the company decided that the survey fee should be refunded, and the sum of £72.00 was refunded on 16 December 2023.
17. Between 29 December 2022 and 4 January 2023, attempts were made by the company to contact the customer. Contact was established on 11 January 2023 and on 16 January 2023. After discussions about a later date which was opposed by the customer, a survey was carried out on 23 January 2023. The customer says that the company only dug in one location and should have dug in multiple locations in order to find a supply pipe, but there is no evidence that the company did not carry out its survey correctly. Following the survey, a quotation was sent for the works to be re-sited within the customer's boundary, 2 metres from his house. The customer responded on 26 January 2023 stating that he wanted the meter located in the footpath and a further quotation was then sent. A conversation then occurred on 30 January 2023 in which the customer asked for £3,000.00 compensation for the delay. This then led to further discussions about compensation but the company did not agree to pay £3,000.00.

18. On 22 February 2022 it was discovered that no supply could be located in the public highway and therefore it would be necessary for the meter to be placed within the customer's boundary. This required a second survey. The customer was not happy about the further delay and the appointment for re-survey was brought forward from 3 May 2023 to 20 March 2023. The customer was told that the re-siting could go ahead, and that the company would provide an update by 31 March 2022. On review of the file in preparation of the evidence for this case, the company has discovered that this appears not to have occurred and the company has credited the customer's account with an additional £20.00, bringing the total amount of its monetary goodwill gesture to £150.00.
19. The customer was then informed on 29 March 2023 that the relocation of the meter would take place on 6 April 2023. The work was completed on that date.
20. On 24 April 2023, the company replied to CCWater and increased its goodwill gesture from £50.00 to £130.00 to take into account its service failures. This sum was credited to the customer's account. As indicated above, this has now been supplemented by a further sum of £20.00.
21. Against this background, I find that there were a number of service failures by the company that have led to delay, as the company has acknowledged. I find that the evidence does not support the customer's view, however, that he first asked for this work to be undertaken in March / April 2022. I find that this was requested only, for the first time, on 31 October 2022. I bear in mind the possibility that the customer's claim that the company should pay for this work may have contributed marginally to the company's initial administrative failures, but there is no clear evidence of this. I find in particular that once the customer had paid the survey fee on 16 November 2022, it would reasonably have been expected that the survey would have been undertaken promptly whereas it was not booked in and did not take place until 23 January 2023.
22. There were also other causes of delay, however, in particular, the customer's wish that the meter should be relocated into the footpath, which was not, in the event, possible, and necessitated a further survey.
23. Having reviewed the evidence as a whole, although I find that the company has made and admitted service failures and therefore has supplied its services below the standard that would reasonably be expected, I also find that the company has provided fair and reasonable compensation for this, comprising £150.00 compensation by way of credits made to the customer's account and the value to the customer of two sums of £72.00 (because two surveys had to be carried out). This provides a total sum of compensation of £294.00, which falls about

mid-range in Tier 2 for compensation for inconvenience and distress in accordance with the WATRS Guidance for Compensation for Inconvenience and Distress. I find that this sum is fair and reasonable.

Alleged promise of free installation or equivalent compensation

24. I have listened to the recording of the conversation with “**XX**” in which the customer says he was told that the company would carry out the re-siting work free of charge or provide goodwill gestures of an equivalent amount. I find that throughout the call, **XX** stated that the customer would be required to make payment of the cost of re-siting the meter. Although when **XX** stated that some goodwill gestures might be available, the customer said that he would require this to equate to the re-siting cost, I find that **XX** did not agree with this. She indicated that she would need to speak to others about the amount of any compensation and proposed her thoughts on how the process of compensation could be approached by looking at precisely what had gone wrong.

25. I find that the call recording does not support the customer’s claim and I do not find that the company has omitted to supply its services to the expected standard in relation to this issue.

Redress

26. The customer has made a claim for £3,000.00 plus the cost of the re-siting. I have addressed the cost of re-siting the meter above and I find that the customer is not entitled to this. As for the sum of £3,000.00 in respect of the delay, I find that this claim is disproportionate and is not supported by evidence.

27. As indicated above, I find that the goodwill gestures that have already been credited to the customer’s account are fair and reasonable and it follows that I find that the company is not required to take further action.

Outcome

The company does not need to take further action.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- 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.

Claire Andrews

Claire Andrews, Barrister, FCI Arb.

Adjudicator