

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /0701

Date of Decision: 21 March 2018

Complaint

The customer submits that the company has overcharged her and has not provided a refund.

Defence

The company submits that there were two conflicting meter readings of 4962m³ and 5111m³. An off-cycle meter read was undertaken which confirmed a lower reading of 4963m³ was correct. A new invoice was then produced. However, following a number of deductions, credits and errors a final invoice was produced. This final invoice also contained an error which meant that the balance on the final statement was £30.72 credit as opposed to £19.50 in debit. Due to the customer's contact with it, it chose to honour the incorrect credit balance and a cheque was issued to the customer. It apologises if the customer feels that the credit is not enough. It also applied a total of £100.00 in goodwill payments as a gesture of goodwill for the length of time taken to resolve this issue.

Findings

The company has failed to provide its services to the customer to the standard to be reasonably expected by the average person. There remains doubt as to the accuracy of charges on the customer's account and the company's submissions about the level of refund due to the customer. The company has not shown that it was not responsible for the delays in reading the meter or in resolving discrepancies with charges.

Outcome

The company needs to take the following further action:

The company should (1) refund the customer the cost of 148m³ clearly stating what pence per m³ rate(s) are applicable and why; (2) confirm how and when the goodwill payments of £100.00 were made to the customer; (3) pay the customer an additional £100.00 in compensation; (4) reimburse the customer a £6.45 postage costs.

The customer must reply by 20 April 2018 to accept or reject this decision.

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ADJUDICATOR'S DECISION

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Date of Decision: 21 March 2018

Party Details

Customer: ██████████

Company: ██████████

Case Outline

The customer's complaint is that:

- Following work to convert a building into 13 small houses, 13 new supplies were installed, with the original supply kept for site usage only. She subsequently then received an invoice from []("RST") at the time it was becoming DEF Limited. However, the readings given by the company on the invoice were incorrect as the original supply meter was full of water and company had not read the meter properly for 18 months to 2 years due its position.
- As she knew she no longer needed the original supply anymore, on 8 February 2017 she contacted the company, told it that the reading was incorrect and requested the disconnection of the water meter. However, the company suggested that it was a good idea to get the reading sorted first and then have the meter disconnected, so she agreed.
- The company did not read the meter until months later. When the meter was finally read, the final reading agreed by the company was 4963 m3. However, the last invoice she had paid dated 29 July 2016 had a reading of 5111 m3. That invoice had been paid in full. She had therefore overpaid but the company has not provided a refund. The water standing charge should have also been stopped on the date she requested the meter to be removed. She has chased the company by phone and email for 10 months to try to get the issue resolved.
- The customer requests a refund for the water paid for but not used (the difference between 5111m3 and 4963m3 which is 148m3. The customer states that this should be refunded at the February 2016 rate of 155.86 so this would be £230.67); and compensation in the sum total of

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£312.90 comprising of £6.45 recorded delivery postage to the company; £300.00 for 30 hours spent at £10.00 per hour; and £6.45 recorded delivery postage to WATRS.

The company's response is that:

- The customer contacted it on 8 February 2017 and provided a meter reading of 4962m³. This reading conflicted with the last billed reading of 5111m³ dated 28 July 2016.
- As there were two conflicting reads, an off-cycle meter read (a reading taken at a non-standard time) was undertaken in order to clarify the current status of the meter. The results from the visit confirmed a reading of 4963m³ on 26 June 2017. This confirmed that the reading provided by the customer of 4962m³ was correct.
- It produced a new invoice for the customer on 25 September 2017 using the agreed meter read data, which covered the period 31 July 2015 to 28 July 2017. The balance on the account following this adjustment was £70.61 debit.
- The customer made contact on 2 October 2017 disputing the balance on her latest invoice as she felt that the account should be in credit. The customer advised that she had paid all her invoices up to an incorrect read of 5111m³ dated 28 July 2016.
- At this point, it is agreed that the customer had paid £124.35 too much for her water consumption.
- During the period, the customer's following bill (due in September 2017) was due to be issued. This meant there were further charges that needed to be added to the account. £141.76 was added to the account for the period from 28 July 2016 to 28 July 2017.
- As the customer did not pay her invoice, the new outstanding balance of £141.76 was debited against the credit on her account leading to an outstanding balance of £17.41.
- The customer then requested the permanent disconnection of the meter on the basis that the property had been converted into domestic dwellings. This went ahead on 28 November 2017 and a meter reading of 4963m³ was taken. (This is marginally higher than the reading previously confirmed.)
- A final bill was then produced for the customer. The start read of 4912m³ was taken on 31 July 2015 and an end read of 4963m³ on 28 November 2017. The start read was adjusted in error at this point which resulted in the balance on the final statement being £30.72 in credit as opposed to £19.50 in debit (£17.41 plus £2.19 standing charges). Due to the customer's contact with it, it chose to honour the incorrect credit balance in the customer's favour. A cheque refund was issued to the customer on 13 December 2017. It is sorry that the customer feels that the credit is

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not enough and believes that this should be more. It also applied a total of £100.00 in goodwill payments as a gesture of goodwill for the length of time taken to resolve this issue.

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.

If the evidence provided by the parties does not prove both of these issues, the company will not be directed to do anything.

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 evidence shows that the company and RST are separate, with the company being the retailer whilst RST is the wholesaler. I remind the parties that a WATRS application can only be brought against one party. This case has been brought against, and defended by the company. Therefore for the purposes of this decision my remit is to determine the issues between the customer and the company. It falls outside of my remit to consider any claims or direct any redress in relation to the wholesaler RST.
2. The customer has provided detailed notes of her communications with the company. The company has submitted excerpts from the customer's account notes in evidence. Having carefully considered all of the evidence submitted, I find that the customer's notes correspond with the company's log and add credibility to the customer's submissions. I am therefore inclined, on a balance of probabilities, to attach greater weight to the customer's account of the parties' communications.

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Refund

3. It is not in dispute that the correct meter reading was 4963m³ (taken on 26 June 2017), but that the customer had paid in full for charges to a reading on 5111m³ (taken on 29 July 2016). The customer had therefore been overcharged and paid for an additional 148m³.
4. The company states that this additional 148m³ equates to £124.35 worth of charges as a credit on the customer's account. However, the company has not shown how this £124.35 was calculated. The customer disputes the company's submissions and states that at the February 2016 rate of 155.86 pence per m³ this additional 148m³ would be £230.67. A copy of the 29 July 2016 invoice (not 28 July 2016 as stated in error by the company in its Defence) has been submitted in evidence. I am not wholly persuaded by the customer's submissions as this invoice shows that a rate of 155.86 pence per m³ applied after 1 April 2016 whilst a rate of 147.63 pence per m³ applied prior to this date. However, notwithstanding this, neither rate of 155.86 pence per m³ or 147.63 pence per m³ give the company's total of £124.35. The company has not provided any clarification of the methodology or rate used in its calculations of the charges
5. The company further state that £141.76 was then added to the account for the period from 28 July 2016 to 28 July 2017. However, none of the eight invoices submitted in evidence equate to this amount. Nor is it clear from the Breakdown of Accounts document or the seven credit notes submitted in evidence how this amount was calculated. As the company maintains that it has correctly charged the customer it is for the company to clearly set out what money is owed and why.
6. I am also mindful that the company accepts that there have been a number of errors and/or discrepancies in the readings and charges/credits, namely: the incorrect read of 5111m³; a £70.61 debit placed on the account when in fact the account should have been in credit as the customer had overpaid; and the start read on the final bill being adjusted in error meaning that according to calculations (which as discussed above are not in any event clear), a £30.72 credit was applied to the account instead of a £19.50 debit.
7. Having carefully considered the evidence, I am not satisfied that the company has shown that its submissions about the charges applied to the customer's account and the refund due to the

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customer are clear and accurate. I find that the company has failed to provide its services to the customer to the standard to be reasonably expected by the average person.

Customer service

8. As discussed above, I accept that the customer's account is an accurate reflection of the communications between the parties. I therefore accept the customer's submission that when she contacted the company on 8 February 2017, the company advised her to get the meter reading sorted first and then have the meter disconnected. The Timeline of Events shows that the customer also informed the company that she would take the serial number of the meter and then contact the company again with that information, and that when the customer then subsequently contacted the company on 15 February 2017 she requested a meter reading. However, a reading was not done until 28 June 2017; some 4 months later, during which the customer had to chase the company. The company has not shown that this was a fair and reasonable period of time to undertake the meter reading, and/or that it was not responsible for the delay. The evidence also shows that the customer contacted the company on numerous occasions in an effort to resolve discrepancies with the billing and that the dispute over billing discrepancies remains unresolved. I can see that the delay also resulted in the customer being charged for the connection until 25 October 2017; when the company states that the customer requested a disconnection, although as discussed above in light of the evidence provided I accept the customer requested the disconnection on 8 February 2017. The company has not shown that it provided its services to the customer to the standard to be reasonably expected in relation to the delay in reading the meter and the delay in resolving discrepancies with charges.

Redress

9. In respect of the customer's request for a refund of the cost of 148m³, it is not in dispute that the customer overpaid by this amount. In light of my findings above that there is doubt as to the accuracy of the charges applied to the customer's account; irrespective of the £30.72 compensation paid for the error on its final statement, I find that it is fair and reasonable in the circumstances to direct that the company refund the customer the cost of 148m³, clearly stating what pence per m³ rate(s) would have been applicable at the time including details of when the rate came into force.

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10. The customer also requests compensation of £6.45 to cover the cost of recorded delivery postage to the company, and £300.00 for the time spent pursuing the matter. In addition, in light of my findings above that the company unreasonably delayed in dealing with the complaint, I am satisfied that the customer is entitled to a measure of compensation for the stress and inconvenience caused. However, I find that the sum claimed is disproportionate to the breaches shown. I also note the company's submission that it has applied credit to the customer's account in the sum of £100.00 as a gesture of goodwill for the length of time taken to resolve this issue. (Although I note that this is disputed by the customer in her Reply to the Defence.) Having carefully considered the matter, bearing in mind the fact that this matter has been ongoing for over a year, and the fact that the customer had to apply to WATRS for a resolution to the dispute, I find that the company should pay the customer an additional £100.00. I therefore direct that the company confirm how and when the goodwill payments of £100.00 were made to the customer and I also direct that the company pay the customer an additional £100.00 in compensation. A receipt supporting recorded delivery postage to the company has also been submitted in evidence. I also find it fair and reasonable to direct that the company reimburse the customer the £6.45 fee.

11. However, in respect of the customer's request for £6.45 to cover the cost of recorded delivery postage to WATRS, under WATRS Rule 7.2 parties must bear their own costs in relation to the making of an application to the Scheme. Consequently, this aspect of the customer's claim is unable to succeed.

Outcome

The company needs to take the following further action:

The company should (1) refund the customer the cost of 148m³ clearly stating what pence per m³ rate(s) are applicable and why; (2) confirm how and when the goodwill payments of £100.00 were made to the customer; (3) pay the customer an additional £100.00 in compensation; (4) reimburse the customer a £6.45 postage costs.

What happens next?

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- This adjudication decision is final and cannot be appealed or amended.
 - The customer must reply by 21 April 2018 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 notifies 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 choose 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.
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Uju Obi LLB (Hons) MCI Arb
Adjudicator

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