

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1017

Date of Decision: 8 October 2018

Complaint

The customer states that he has been incorrectly billed for water usage, and believes that he is on a shared supply with a neighbouring property. He requests that the bill of £459.78 be removed from his account, that his payment of £100.00 be returned to him or credited against future usage, that the company isolate his supply and fit a meter inside his shop, and that his past bills be adjusted for any incorrect billing

Defence

The company states that the customer has been billed correctly.

No offer of settlement has been made.

Findings

The company has failed to establish that it has acted on contact information provided by the customer that would have allowed a supply check to have been performed of neighbouring apartments. In this respect it has failed to provide its services to the customer to the standard to be reasonably expected by the average person.

Outcome

The company needs to take the following further action: It must pay the customer compensation of £100.00 and must request the water wholesaler perform a supply check at the neighbouring apartments using the contact information supplied by the customer.

The customer must reply by 5 November 2018 to accept or reject this decision.

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ADJUDICATOR'S DECISION

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Date of Decision: 8 October 2018

Party Details

Customer: []

Company: []

Case Outline

The customer's complaint is that:

- He runs a small barber shop.
- In July 2017 he received a much larger bill than usual, in the amount of £459.78.
- The usage claimed is not consistent with the water that he uses in his shop.
- He challenges the correctness of this bill, but has made a voluntary payment of £100.00 while the dispute is being addressed.
- He believes that neighbouring apartments have access to his water supply.
- The company has not had access to the neighbouring apartments to perform a supply check.
- He has requested that a dedicated meter be installed inside his property but this has not been done.
- On at least two occasions this year he has recorded water usage while his shop was closed.
- He requests that the bill of £459.78 be removed from his account, that his payment of £100.00 be returned to him or credited against future usage, that the company isolate his supply and fit a meter inside his shop, and that his past bills be adjusted for any incorrect billing.

The company's response is that:

- The customer contacted it on 28 July 2017 as he had received a reminder for a bill of £515.78 for which he had never received an invoice.
- The customer also stated that he could not have used the amount for which he was being billed.
- He was advised to conduct a leak test and was sent a leak allowance form.

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- A supply check was raised to confirm which properties the meter was measuring.
- A site visit was completed that confirmed that the meter solely measured water supplied to the customer's property.
- The customer confirmed there was no leak at the property, and so further investigations were undertaken into the possibility of a shared supply.
- The water wholesaler has confirmed that each of the neighbouring flats has its own domestic connection and account.
- The customer's consumption has dropped to its previous usage, which confirms that the customer is not on a shared supply. It could also indicate that either an unreported leak had occurred, a tap was left on or a flush was broken and then repaired.
- The company believes that the customer is being correctly billed for water supplied to his property.

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. Since the water market in England opened up to retailers in April 2017, all non-household customers have been moved to a wholesale/retail split service. As a result, a non-household

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customer now only has a relationship with the retailer. In turn, an adjudicator operating under the Water Redress Scheme may only make findings related to those things for which the retailer, as the party to the case, has responsibility, and not those things for which the wholesaler has responsibility. This includes, however, the effectiveness with which the retailer has operated as an intermediary between the wholesaler and the customer.

2. In the present case, the customer does not dispute the accuracy of the bills that he has received from the company, but disputes whether he is actually responsible for all the water usage recorded on the meter for his property.
3. There is no question that the bill received by the customer in July 2017 was significantly out of character for his property, and indeed the company notes that the customer's water usage has now returned to its original level.
4. While the company suggests that this may have been because of a leak at the customer's property that the customer did not report, it is unclear why the customer would not report such a leak given that the Consumer Council for Water ("CCWater") requested a discretionary allowance on the customer's behalf, but this was refused on the ground that no leak had been demonstrated to exist. If the customer had indeed experienced a leak, the simplest solution to the customer's concern about his bill would have been to acknowledge that a leak had occurred in order to support the request for a discretionary allowance.
5. The company has also suggested that the elevated water usage reported on the customer's meter could be explained by a tap being left on or an item of plumbing malfunctioning, and this is clearly true. However, it is nonetheless also true that raised water usage could be explained by the customer sharing a supply with a neighbouring property.
6. The company argues that the possibility of a shared supply has been properly examined, however I do not find that the record supports this claim.
7. The company has demonstrated that attempts have been made to determine if the customer shares a supply with a neighbouring property. However, difficulties were encountered gaining access to the neighbouring apartments. A supply check was originally scheduled for 21 August 2017, but was inconclusive. A further check was scheduled for 12 September 2017, but the occupant of at least one of the flats denied access. A check was again scheduled for 7 October

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2017, but the appointment was cancelled. The check was rescheduled to 18 December 2017, but again access was denied.

8. At this point the water wholesaler, which is the entity required to undertake the supply check, requested that the customer supply the name or contact details for the landlord of the neighbouring apartments. This information was supplied by the customer on 28 March 2018.
9. Nonetheless, there is no evidence that the wholesaler acted on this information, or that the company requested that the wholesaler do so.
10. Instead, on 3 May 2018, the company confirmed to CCWater that “we have previously advised that the meter did not supply the neighbouring property.” The only evidence supporting this conclusion, however, is a statement from the company in March 2017 confirming that the neighbouring apartments are each set up with their own supply and account.
11. The latter evidence, however, simply does not support the conclusion drawn by the company. In short, there is nothing inconsistent in a claim that one or more neighbouring apartments has its own water supply and account, and yet also has access to the supply passing through the customer’s water meter. Possibilities such as this are why physical supply checks are undertaken. While I acknowledge that repeated attempts were made to undertake a physical supply check, only to be frustrated by lack of cooperation, the company requested information from the customer to enable a successful check to be undertaken but when that information was provided no action was taken.
12. I find, therefore, that in failing to request that the wholesaler undertake a supply check of the neighbouring apartments after being supplied with the landlord’s contact information, as had been requested by the wholesaler, the company failed to provide its services to the customer to the standard to be reasonably expected by the average person.
13. The customer has not requested compensation, but has requested that the elevated bill he received in July 2017 be removed from his account, that he be reimbursed the £100.00 he has already paid, and that his past bills be adjusted for any incorrect billing. I cannot, however, make such an order as it has not been established that the customer is not responsible for the usage measured by the meter.

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14. However, it is clear that the customer has been inconvenienced by the events underlying his claim, and after consultation with the WATRS Guide to Compensation for Inconvenience and Distress, I find that fair and appropriate compensation for the inconvenience caused to the customer by the company's inaction would consist of £100.00. In addition, the company must request the water wholesaler perform a supply check at the neighbouring apartments using the contact information supplied by the customer.

15. The customer also requests that the company isolate his supply and fit a meter inside his shop.

16. However, the record shows that the company has been sufficiently responsive to the customer regarding this request, and has explained that as the customer is a tenant in his property, permission must be secured from the landlord.

17. Consequently, this element of the customer's claim does not succeed.

Outcome

The company needs to take the following further actions:

It must pay the customer compensation of £100.00 and must request the water wholesaler perform a supply check at the neighbouring apartments using the contact information supplied by the customer.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 5 November 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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Tony Cole

Tony Cole, FCIArb

Adjudicator

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