

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1530

Date of Decision: 31 July 2019

Complaint

The customer states that they had a major water leak at their property which they were unaware of. The customer's complaint is that the company did not proactively notify them about the higher than usual water usage at their property. The customer states that, if the company had notified them about the higher than usual water usage, they could have taken action to locate and repair the water leak earlier. The customer states that they complained to the company about this issue and sought a leak allowance but it did not accept liability. The customer is now claiming for the company to cancel any charges above 145cm³ and generate a new amended bill.

Defence

The company explains that the water wholesaler's position is that it has correctly charged the customer in line with its set policy. The company has challenged the wholesaler's position on behalf of the customer (in its capacity as the customer's water retailer) but the wholesaler has advised that it will not depart from its decision and therefore rejects the customer's claim. The company does not accept that it has failed to provide its services to the standard to be reasonably expected in relation to the monitoring of the customer's water usage. The company states that it does not accept any liability for the customer's claims for redress.

Findings

The company has demonstrated that it appropriately carried out its obligations in its capacity as the customer's water retailer. In the absence of any material failures on the part of the company, I find that the customer's claim for redress cannot succeed.

Outcome

The company does not need to take any further action.

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The customer must reply by 28 August 2019 to accept or reject this decision.

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Party Details

Customer: [].

Company: [].

Case Outline

The customer's complaint is that:

- The customer explains that they had a major water leak at their property which they were unaware of.
- The customer's complaint is that the company did not notify them about the higher than usual water usage. The customer states that, if the company had proactively notified them about the higher than usual water usage, they could have taken action to locate and repair the water leak.
- The customer states that their previous water provider would notify them when it suspected that they might have a leak.
- The customer states that they complained to the company about this issue and sought a leak allowance but it did not accept liability.
- The customer is now claiming for the company to cancel any charges above 145cm³ and generate a new amended bill.

The company's response is that:

- The company does not accept liability to provide the redress claimed by the customer.
- The company confirms that a complaint from the customer was first logged on 21 March 2018.
- The company explains that it became the customer's water retailer on 1 April 2017 (when the water market was deregulated). The company further explains that the customer's meter read on 13 March 2017 was 0 and the meter is usually read twice a year.

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- The first reading the company obtained from the customer was on 19 September 2017 which was a read of 145. The company explains that it wasn't possible for it to determine whether this consumption was high or low for the customer because it had no previous consumption records to compare it with. The company also explains that it would be difficult to make such a determination because the customer's water usage is for a farm. Therefore, the water usage can be very irregular and/or seasonal.
- In any event, the company confirms that it acted in its capacity as the customer's water retailer following his leak allowance claim in March 2018 and referred the matter to the customer's wholesaler. Unfortunately, the wholesaler rejected the customer's claim.
- The company confirms that it pursued the wholesaler on behalf of the customer. However, its final position is that the customer was not entitled to any leakage allowance/gesture of goodwill (because the leak was on the customer's private supply). The company has challenged the wholesaler on this point but it has concluded that its decision is in line with its set policy.
- The company states that it has appropriately fulfilled its obligations as a water retailer to refer this matter to the wholesaler and challenge its position on behalf of the customer.
- Consequently, the company does not accept any liability to the customer

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.

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How was this decision reached?

1. It appears that the customer's complaint can be split into two main issues. Firstly, the customer is displeased with the company because it did not proactively notify them about the higher than usual water usage. The customer asserts that, if the company had warned him about the increased water usage, he could have taken action to locate and repair the water leak earlier. Secondly, the customer indicates he is displeased with the wholesaler's decision that he is not entitled to any water leakage allowance. The wholesaler has explained that the customer's claim was rejected in accordance with its set policy. The customer does not accept this position. The customer is therefore claiming for the company to cancel any charges above 145cm³ and generate a new amended bill.
2. I remind the parties that adjudication is an evidence-based process and in order for any remedy to be awarded, the evidence must show that the company has not provided its services to the standard that would reasonably be expected of it.
3. With regards to the first element of the customer's complaint, following examination of all the evidence provided by the respective parties, I do not find that company is under an obligation (contractual or otherwise) to actively monitor the water usage of every customer, accurately determine/predict each customer's 'normal' water usage and proactively contact customers if they deviate from this 'normal' usage. In any event, I am also mindful of the fact that the company had only become the customer's water retailer in 2017 and given that its first usage reading from the customer was only obtained on 19 September 2017, I find it reasonable to conclude that it would not have been able to establish what the customer's 'normal' water usage might be based on this limited information. In addition, I am also inclined to taken into account the company's submission that the customer's property is a farm and, as water usage can vary throughout the year, it would be difficult to establish a 'normal' water usage baseline. Consequently, in light of all the above, I am unable to objectively conclude that the company has failed to provide its services to the standard to be reasonably expected with regards to this particular matter.
4. I acknowledge that the customer is displeased with the wholesaler's refusal to depart from its final decision that he is liable for the water charges in dispute and not entitled to any leakage allowance. In order to make a decision in this matter, I must clearly distinguish between actions

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taken by the wholesaler and the duty owed by the retailer (the company) to its customers. 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 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.

5. Whilst I am unable to consider the customer's substantive complaint about the wholesaler's decision to reject their claim, I can look at whether the service provided by the company (Wave) has met the standard to be reasonably expected (of a water retailer) by the average person.
6. Following careful review of all the submissions and documents provided by the respective parties, overall, I am satisfied that the company has met its obligations to the customer as a water retailer. Specifically, I note that the company pursued the wholesaler on the customer's behalf and appropriately conveyed their challenge to its rejection of their claim.
7. The wholesaler ultimately declined to depart from its set position, explained how it reached its decision and upheld the rejection of the customer's claim. The company then conveyed the wholesaler's position to the customer. Accordingly, under the circumstances, I am satisfied that the company acted appropriately to pursue the wholesaler in relation to the customer's complaint and appropriately explained its position to the customer.
8. Therefore, in light of all the above, I am not satisfied that there are any material failures on the part of the company to provide its services to the standard to be reasonably expected by the average person. Consequently, in the absence of any failures on the part of the company, I find that I am unable to uphold the customer's claims for redress.
9. This marks the end of the WATRS stage of the customer's complaint. The customer is not obliged to accept this decision and is free to pursue resolution through all other avenues as available to them.

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Outcome

The company does not need to take any further action.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 28 August 2019 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.



E. Higashi LLB (Hons), PGDip (LPC), MCI Arb.

Adjudicator

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