

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1559

Date of Decision: 27 September 2019

#### Complaint

In September 2018, the customer noticed a spike in her water consumption. She received a higher than expected bill of nearly £300.00 ("the High Bill"). She does not feel that she should be liable for the increase showing in the High Bill. She would like to the company to carry out a further (thorough) leak check as she is not satisfied that the previous two checks were completed correctly. She requests that (1) the remaining high balance on her account be adjusted/reviewed; and (2) the High Bill be recalculated and that her overpayment be refunded.

#### Defence

The company contends that its leakage investigations were carried out fully and that there is no need for any repeated visit. Its technician '*proved*' the supply and his subsequent monitoring of the meter showed that there was no leak on the private supply. Notwithstanding this, the company has reduced the High Bill (anyway) to the amount that it would have been ordinarily, i.e. had the customer used the company's services at her usual consumption rate. A credit of £94.28 has been given in this respect.

No offer of settlement has been made.

#### Findings

The reasons why the High Bill came about are 'unexplained' in this case. It does not follow, however, that this means that the company must have been at fault. The investigatory steps taken by the company - to try to get to the bottom of the matter - were both appropriate and sufficient. No further investigations are warranted. Having already credited the £94.28, it would not be fair or reasonable to require the company to make any further adjustment or re-assessment of the High Bill.

#### Outcome

The company does not need to take any further action.

The customer must reply by 25<sup>th</sup> October 2019 to accept or reject this decision.

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# ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /1559

Date of Decision: 27 September 2019

## Party Details

Customer: [ ]

Company: [ ].

## Case Outline

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

- As a result of a meter reading taken in September 2018, she noticed a spike in her water consumption. She received a higher than expected bill of nearly £300.00 ("the High Bill"). The consumption then went back to usual levels. Subsequent bills were lower.
- The customer states that, normally, her bills average out at around £140.00 to £170.00 maximum. The property is a one bed flat with only one adult and one child living there. Also, in August 2018, they were away from the property for over 4 weeks.
- No leaks have been identified and the customer does not believe that there was/is anything wrong with the plumbing in her flat. She is unable to explain, however, why her consumption spiked. She thinks that it could be a problem with her meter.
- The customer does not accept that the company has carried out a thorough enough investigation. They did not even enter into the property to do the necessary checks.
- She does not feel that she should be liable for the increase in the High Bill. She is only willing to pay monthly instalments of £10.00 until the matter is resolved.
- She would like to the company to carry out a further (thorough) leak check as she is not satisfied that the previous two checks were completed correctly.
- She requests:
  - that the remaining balance on her account be adjusted/reviewed (because she contends that it is incorrect); and
  - that the High Bill be recalculated and that her overpayment be refunded.

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### The company's response is that:

- It sent a technician on two different occasions to the customer's previous home to prove:
  - that there are no leaks on the private supply;
  - that the meter is working correctly; and
  - that the meter captures only the supply of water to the property at 14a [ ] (as opposed to both 14a & 14).
- Although it had no obligation to do so, the company has adjusted the customer's High Bill in line with her usual consumption.
- The company explains that it is responsible for the large water mains that run underneath roads and a pipe that connects from these mains (known as the communication pipe.) A communication pipe runs from a water main to the boundary of a property. At the boundary of a property is an Outside Stop Valve ("OSV") and an OSV is also the responsibility of the company. The OSV denotes the end of the company's responsibility for pipework. Connecting to the OSV is a pipe called the supply pipe and this pipe carries water from the boundary of a property and into the property itself where it connects to an Inside Stop Valve ("ISV"). The supply pipe, the ISV and all plumbing fixtures and fittings inside a property (including any external garden taps), are the responsibility of the occupier/owner, the company explains.
- The customer's previous home (14a [ ]) had a meter that measured the amount of water used and this is how the company billed her for its services at that property. The meter at the customer's previous home was situated at the OSV and recorded all of the water that passed through it and along the privately-owned pipework. As the meter was situated at the OSV (which is where the company's responsibility ends), this means that it is the occupier's responsibility to ensure all of the water passing through the meter is being used and, not lost to leakage. This is because the occupier will be billed for all of the water that passes through the meter.
- Although it is not responsible for the privately-owned supply pipe, the company says that it does offer to help its customers to repair leaks that are found on the external privately-owned supply pipe (i.e. between the OSV and the point where it enters a building.) It does this because water resources in the [ ], the company's region, are seriously stretched. Over 25% of all the water lost through leaks in the region is from customers' private supply pipes underground. This is why (the company says) it offers to fix its customers' supply pipes, free of charge, under the terms of its Customer Side Leakage ("CSL") policy.
- As part of its CSL policy, the company helps its customers investigate possible leakage on their privately-owned pipework. This is usually as a result of a higher than expected bill having been

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received.

- In this case, the customer contacted the company in November 2018. This was after she had received the High Bill in October 2018, for the period 21 April 2018 to 9 October 2018, totalling £297.06.
- In the first instance, the company arranged to take another reading of the meter. This was to ensure that the High Bill had not been issued as a result of a meter reading taken incorrectly.
- When it took its second meter reading on 26 November 2018, it confirmed and showed:
  - that the consumption behind the High Bill was correct - because the second reading was higher; and
  - that the customer's consumption (rate) had returned to usual levels.
- At this stage, an appointment was arranged with one of the company's technicians for a supply investigation.
- When it carries out a supply (leakage) investigation, the company first '*proves*' the meter, which is sometimes referred to as a '*proof of supply*'. To do this, it runs the supply (turns on a tap) inside a property and then monitors the meter to check that it turns when there is water running inside the property. If the meter begins turning when the supply is being used inside a property, this means that it has '*proved*' the meter to the property.
- Then, after the '*proof of supply*' has been completed, the company monitors the correct meter for a property whilst the supply is not running. Providing the meter is at rest (i.e. not moving/turning) whilst there is no water being used inside the property, this shows there is no water being wasted/leaking.
- If whilst monitoring the meter it is continually moving/turning and there is no water being used inside the property, this indicates that there is leakage somewhere along the privately-owned pipework. In that scenario, its technician would then isolate the ISV for a property and return to monitor the meter. If (once the ISV has been isolated) the meter continues to turn, this shows that there is leakage along the external privately-owned supply pipe between the OSV and the ISV. If once the ISV has been isolated, the meter stops turning, this shows the leak/wasted water is inside the property past the point of the ISV.

#### Adequacy of the company's investigations and checks

- As to the customer's concerns that the investigations on the private water supply at her previous home were not carried out sufficiently, the company replies that:
  - its technician would have first needed to run the supply to '*prove*' the meter;
  - as shown in its technician's reports from each visit, he did this by running the kitchen tap;

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- once he had 'proved' the supply, he then needed to monitor the meter;
- as the meter was at rest (not turning) when he monitored the meter - and the supply inside the customer's home was not running - this showed that there was no leak on the private supply and that, therefore, no further investigation was required;
- The company contends, therefore, that its investigations were carried out fully and that there is no need for any repeated visit.

#### Re-assessment of the High Bill

- The company refers to its Charges Scheme and contends that the High Bill dated 10 October 2018, for the period 21 April 2018 to 9 October 2018, is correct and payable. The company submits that it has charged for the water that has passed through the meter between the dates in question.
- Within its Charges Scheme, the company explains that there is a policy whereby - if they have had a larger than normal bill caused due to leakage - the company will credit its customer's account with a leak allowance.
- However, as the customer in this case had advised that there had been no leaks or plumbing alterations at her home between 21 April 2018 and 9 October 2018 (and as the company had proved that the meter connected to the supply captured her consumption only and that there are no leaks), no leak allowance would be due.
- The company maintains that the charges raised in the High Bill are correct and payable. However, in an effort to resolve the customer's complaint, the Senior Case Manager handling the matter at the time, applied a goodwill credit to the customer's account. This reduced the High Bill to the amount that it would have been ordinarily, i.e. had the customer used the company's services at her normal consumption rate.
- An Average Daily Usage ("ADU") of 0.44m<sup>3</sup> was used as the customer's usual consumption rate to calculate the goodwill credit to be applied to her account. The disputed bill period spans 171 days and if the customer had used the company's services at a rate of 0.44m<sup>3</sup> per day, she would have used 76m<sup>3</sup> (rounded up) between 21 April 2018 and 9 October 2018.
- This has resulted in a credit of £94.28 being applied to the customer's account.
- The company has also noticed that it responded to the customer's email received on 28 April 2019 on 14 May 2019, i.e. outside of its ten working day timescale. As such, the customer is entitled to a payment under the terms of the company's Customer Guarantee Scheme ("CGS"). The payment due is £30.00 + £10.00 (for not making the £30.00 payment within 10 working days of 14 May 2019.)

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- The company confirms, therefore, that a CGS credit of £40.00 was applied to the customer's account on 3 September 2019.

### 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. The materials that I have reviewed include in particular:
  - a. the background correspondence and the customer's WATRS application form; and
  - b. the detailed chain of events (and embedded images and screenshots) as set out on pages 1 to 8 of the company's defence; and
  - c. the evidence items 1 to 5 appended to the company's defence.
2. I have also had the benefit of reading (and have taken into account):
  - a. the customer's comments, which were filed in response to the company's defence; and
  - b. the company's reply of 9 September 2019 to the customer's comments.
3. The key question posed by the customer in her application form seems to be:

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*“Where did [the High Bill] come from and what is the explanation for this?”*

4. Having examined all the evidence, however, I cannot see any clear answer to this question. The reasons why the High Bill arose are, I find, ‘unexplained’. From the customer’s point of view, I quite appreciate that this is very unsatisfactory but this does appear to be a situation where no definitive explanation (for the increase in consumption) has presented itself.
5. The thrust of the customer’s case is that it is incumbent on the company to provide an answer as to why the High Bill came about.
6. The next issue, therefore, is this: does the fact that the High Bill is ‘unexplained’ mean that the company must be at fault in this case? I have come to the conclusion that the company is not at fault. In its defence, the company has set out a commendably clear explanation of the procedures that it followed in:
  - a. *‘proving’* the supply; and
  - b. monitoring the meter; and
  - c. establishing, in the final analysis, that there was no leak on the private supply.
7. I am satisfied that the investigatory steps taken by the company - to try to get to the bottom of the matter - were both appropriate and sufficient in this case. I am not persuaded that any further investigations are warranted. I accept the submissions that the company has made in these regards.
8. Although no leak was located, I note that the company has credited the customer’s account to the value of £94.28. Given the way that the rules on leakage allowance work, it seems to me that the company could, strictly speaking, have insisted on (or retained) the customer’s full payment of the High Bill. However, that was not the path taken. The crediting of the £94.28 strikes me as a reasonable gesture of compromise on the part of the company. I do not consider that it would be fair or reasonable to require the company to make any further adjustment or re-assessment of the High Bill.
9. In all the above-mentioned respects (and generally), therefore, I am satisfied that the company has provided its services to the standard that would be expected.

#### **Outcome**

The company does not need to take any further action.

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### What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- the customer must reply by [ ] October 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.



**Nik Carle**, LLB (Hons), Solicitor, DipArb, FCIArb

**Adjudicator**

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