

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1619

Date of Decision: 10 October 2019

Complaint

The customer's complaint relates to the unusually high charges made by the company between 11/9/2017 and 10/8/2018. The customer denies that this was caused by a leak and states that the company has not proved that the water has been used. The customer asks the company to explain his unusually high water usage, or for a refund of the sum of £3,946.00 which he considers he has been overcharged. He also asks for further compensation as a goodwill gesture and a guarantee that the high usage charges will not happen again.

Defence

The company rejects the customer's claim. It states that there was a leak discovered by its representative in 2015, although the customer's water usage subsequently returned to normal levels and then increased again for a period thereafter. It notes that it is not responsible for any leaks or faults in the customer's private plumbing, and that there is no reason why it should be responsible for the high consumption recorded in the customer's water meter readings in 2016.

Findings

I find that the customer has not demonstrated any service failings on the part of the company. The customer accepts that there was a leak in his toilet up to 2015 and that he is responsible for the water wasted as a result. I find that a large part of his water bills between September 2017 and August 2018 are back-charges which relate to this period. While there was also a period of high consumption in 2016, on balance I find that there is no reason to believe that this water was not used or otherwise consumed by the occupants of the property during this period. I therefore do not consider that any refund is due to the customer and I am unable to award him the other remedies he seeks.

Outcome

The company does not need to take any further action.

The customer must reply by 07 November 2019 to accept or reject this decision.

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Party Details

Customer: [] (the "customer").

Company: [] (the "company").

Case Outline

The customer's complaint is as follows:

- Between 11 September 2017 and 10 August 2018, the company charged the customer £323 per month for his water. Before and after this period, the customer states that his usual charge was £35 per month.
- The customer denies that he received any calls or letters from the company regarding this unusually high usage.
- He states that he could not have had a leak during this period, arguing that given the volumes of water involved such a leak would have flooded his apartment, or his downstairs neighbour's apartment. No such flooding in fact occurred. In addition, his water usage subsequently went back to normal despite the fact that he had not called out a plumber to fix a leak and the leak could not have "fixed itself". An engineer sent by the company to investigate the problem stated that it was unlikely that the customer could have used these volumes of water.
- In his response to the company's defence, the customer accepts that he had previously had a leak in his toilet in 2015. He accepts liability for the water wastage caused by this leak, but he notes that the leak was subsequently fixed and he had his bathroom and plumbing refitted. Following this his consumption returned to normal, before increasing again. The customer argues that although there were tenants in his property during this second period of high usage,

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if there had been a leak or any problem the tenants would have told him. He does not accept that it is possible that the amount of water allegedly consumed was used by him or his tenants, and considers that the company should bear the burden of proving what happened to the water.

- The customer asks for an order that the company provide evidence or an explanation for his unusually high water usage, or for a credit for the sum of £3,946.00 which he considers he has been overcharged. He also asks for further compensation as a goodwill gesture given the time and stress that he has incurred as a result of making his claim. Finally, he asks the company to guarantee that the high charges will not happen again.

The company's response is that:

- The company contests the customer's claim. It underlines that all metered water must be paid for, and that as the customer's water meter is located inside the building, the company has no responsibility for any water loss that is caused by internal plumbing or faults on private pipework.
- The company explains that the customer moved into the property on 16 September 2011, and until May 2013 his water usage was billed by way of a payment plan by direct debit in the amounts of £30, then £35 per month.
- However, from 12 November 2013, the meter readings at the customer's property gradually increased. The company billed the customer on 11 August 2014, making clear that his monthly payments would increase to £101 per month. It then wrote to the customer on 5 February 2015 and tried to contact him on 11 March 2015 to resolve the issue of his increased consumption.
- On 26 March 2015, the company's representative visited the property and discovered a leak on his toilet. The company sent the customer notification regarding his payment plan again on 14 May 2015 and 10 August 2015, and the amount and details in these notifications would have underlined his high consumption. On 11 August 2015, it sent him a high consumption letter.
- The customer's water usage then returned to normal according to readings taken on 26 October and 19 November 2015. It then increased again in the reading taken on 11 May 2016, and the company sent the customer another high consumption letter on 31 May 2016. The company notes that this may be because the customer had rented out the property to tenants during this period (although he did not inform the company about this at the time).

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- The company then wrote to the customer again on 10 August 2016, notifying the customer that it would need to increase his payment plan to £320 per month, although this increase was subsequently put on hold until August 2017 as the company was waiting for the customer to contact it. As the company did not hear back from the customer, it then implemented the increase and charged the customer £323 per month from September 2017 until August 2018, at which date the company considered that the arrears were cleared.
- The company acknowledges that the customer's water usage during the period of these high bills remained at a normal level for a property occupied by 1 or 2 persons; however, it notes that the bills were back-charges for water consumed during previous periods.
- The customer then contacted the company on 20 January 2019 to query his previous bills for the first time. On 25 January 2019, the customer called the company again to allege that the meter was faulty. On 5 March 2019, the company's technician visited the property, checked the meter and found no evidence of any water leakage.
- Following this, the customer instructed his bank to recall several direct debit payments that he had made to the company under his payment plan, and contacted the company (and its CEO) on several occasions to complain about the level of his bills. On 31 May 2019 the customer then referred the dispute to CCWater.
- The company concludes that the bills it has sent have been based on actual meter readings from the customer's property. When the meter readings increased to an unusual level, the company sent him several letters regarding his high usage, but it did not receive a response or any contact from the customer.
- The company considers that the customer does not qualify for a leakage allowance under its leakage allowance policy, and that the customer is therefore required to pay for the water that his meter has recorded as being used. Although the customer's payment plan was not immediately increased to reflect the increase in usage, his bills were increased to £323 per month from September 2017 until August 2018, on the basis of his previous usage. The company therefore does not consider that it has overcharged the customer or otherwise failed in the service that it provided.

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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 customer complains about unusually large charges of £323 per month that were made by the company during the period of September 2017 to August 2018.
2. According to the readings on the customer's meter, the water consumed at the customer's property started to increase from November 2013, reaching high levels in 2014 and 2015, before returning to a lower level in late 2015. In his comments on the company's defence, the customer accepts that he had a leak on his toilet in 2015, as confirmed by the company's technician who visited during this period. He accepts liability for water lost during this period.
3. However, the customer complains that the company appears to have continued to levy excessive charges once the leak was fixed. The company notes that the customer's water consumption was indeed high during 2016, but notes that this usage was properly recorded by the customer's meter. The customer has not alleged that there was a leak during this period, and indeed, the customer's consumption subsequently returned to a lower level. The company

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infers that the high consumption may have been because the customer let the property out to tenants over this period.

4. It is important to note that the company did not bill the customer for the full amount of his outstanding charges immediately. The customer was on a payment plan and paid his bills by direct debit. As a result, he paid a fixed amount per month, with the company conducting a yearly review in order to decide whether to revise the fixed amount.
5. In August 2015, following a payment review, the company concluded that the customer's charges should be increased to £392 per month. It then reduced the monthly payments to £35 per month in its letter of 11 August 2015. I find, however, that the letter of 11 August 2015 made clear that the amount of £35 payable per month was not the full amount due. On page 2 of the letter, it is stated that there is an amount of £4,289.20 that is a "balance carried forward to next plan". The reduction in the monthly direct debit amount was therefore a temporary concession on the part of the company, as the company was expecting the customer to contact it to discuss his bill.
6. Similarly, the company wrote to the customer on 10 August 2016 following another payment review, notifying him that his charges for the next year would be £320 per month. Once again, by letter dated 12 August 2016, the monthly amount was reduced to £35 per month, although this letter once again made clear that there was a "balance carried forward to next plan" of £3,421.95. Once again, I conclude that the reduction in the monthly payment amount was a temporary concession on the part of the company, pending further contact by the customer to discuss and resolve his unusually high consumption.
7. It is possible that the customer may have been confused by receiving letters which set out first a larger amount, then a smaller amount that was due per month. However, I find that the situation was described in the company's letters with adequate clarity. In any event, the customer could have cleared up any confusion he may have had by contacting the company, which he did not do.
8. I therefore conclude that the amounts of £323 per month that the customer was charged during the period of September 2017 to August 2018 related to his historical water consumption as recorded on his water meter. Part of this high level of consumption can be explained by the leak that the customer accepts was present on his toilet until 2015. Although this usage occurred in

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2015, it was not billed in full at the time and the customer was back-charged for this usage in 2017 to 2018. The customer accepts that he is liable to pay for this water, and I find that the company was not unreasonable to charge him in full for it, and not to grant a leakage allowance, given the terms of its leakage allowance policy.

9. A smaller part of the water charged for in the large bills relates to high consumption in 2016. In this regard, while the water consumption at the customer's property increased once again during 2016, I do not find that the company can be held responsible for this second increase. There is nothing in the papers before me to suggest that this was the result of a leak (and indeed, the customer himself does not think that there was a leak during this period), and in any event the customer has not claimed a leakage allowance. There is also no evidence to suggest that the water meter at the property was faulty during this period (and indeed it would be unlikely that the meter would be faulty for a period, and then return to normal). The company has taken reasonable steps to investigate the problem, by sending a technician to the property when the customer raised a complaint. I therefore conclude that there is nothing to suggest that the customer should not be liable for the water consumed or wasted during this period, and the company was entitled to bill the customer for this usage.
10. The customer argues that if the amount of water that has been charged for had in fact leaked into his property, or that of his downstairs neighbour, he would have noticed - he would in effect have been swimming through his apartment. I do not accept that this is necessarily the case. As pointed out by the company, it is possible for leaked water to simply flow back into the wastewater system, and I conclude that this may have happened in this case.
11. The customer accepts, in his comments on the company's defence, that he could have challenged the company much earlier, but says that his failure to do so does not impact on whether or not he actually used the water for which he was charged. I accept that this is the case. However, I note that the company did clearly send a number of letters to the customer regarding his level of consumption, and the consequence of the fact that the customer did not respond to the company's letters was that there was a delay in readjusting the customer's payment plan. I consider that the company was reasonable in waiting for a response before increasing the customer's payments, but that it was entitled to make the increase in September 2017 on the basis of amounts of water that had been metered but not yet paid for.

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12. In conclusion, I find that the customer has not shown that there were any service failures on the part of the company, so I am unable to award the customer the remedies he seeks.

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 07 November 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.
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Natasha Peter (Barrister, FCIArb)

Adjudicator

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