

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /0568

Date of Decision: 31 August 2017

Complaint

The customer's claim is that the company has overcharged him. The customer submits that his bills could have been lower if the company had provided him with a water meter. However, he asserts that when he requested a water meter in 2012, the company advised that it could not provide one for him.

Defence

The company submits that it has correctly charged the customer in accordance with the Rateable Value (RV) charging method. There is no evidence that the customer has been incorrectly charged. Furthermore, the customer has never requested a water meter and this is proven by the customer account notes.

Findings

There is no substantive evidence that proves the company has incorrectly charged the customer or refused to provide him with a water meter when sought. The company has not failed to provide its services to the standard to be reasonably expected by the average person.

Outcome

The company does not need to take any further action.

The customer must reply by 28 September 2017 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.

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /0568

Date of Decision: 31 August 2017

Party Details

Customer: ██████████

Company: ██████████

Case Outline

The customer's complaint is that:

- The company has overcharged him.
- The customer asserts that his neighbours with water meters are paying less than he does and he believes that his bills would have been less if he also had one.
- The customer submits that he requested a water meter in 2012 but the company advised him that they could not install one for him.
- The customer is therefore claiming a refund of £2117.40 as he estimates that this is what the company has overcharged him since it refused to provide him with a water meter in 2012.

The company's response is that:

- The customer has not been incorrectly charged.
- The customer is charged by the Rateable Value (RV) method and his bills are entirely correct. It submits that there is absolutely no evidence that the customer has been charged incorrectly.
- Every single one of the customer's bills highlights the option for the customer to request charging by water meter.
- The customer has never asked for a water meter to be installed (thus changing his charging method from RV). The company has provided the customer account notes detailing every communicative contact between the parties to prove this.
- The company does not accept any liability to provide the redress claimed by the customer.

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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.

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 crux of this dispute lies with the customer's assertion that the company has overcharged him. Specifically, the customer asserts that his neighbours with water meters are paying less than he does and he believes that his bills would have been less if he also had one. However, the customer asserts that the company refused to provide him with a water meter in 2012 when he requested one.
2. At this juncture, I find it prudent to remind the parties that adjudication is an evidence-based process and it is for the customer to show that the company has not provided its services to the standard that would reasonably be expected of it. Furthermore, I must draw attention to the fact that any new claims and/or evidence submitted by the customer at the comments stage must be entirely disregarded. I will proceed accordingly.
3. Upon review of all the evidence provided by the parties, I find no substantive evidence that proves the company has incorrectly charged the customer. To the contrary, I note that the evidence provided (such as the customer account notes and billing copy) shows that the customer has been appropriately charged in accordance with the RV method. Consequently, I am not satisfied that the company has failed to provide its services to the customer to the standard to be reasonably expected by the average person in this instance.

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4. I note the customer's claim that he has been overcharged by the company stems from his belief that his bills could have been lower if the company had not refused to provide him with a water meter in 2012. I also note that the customer's current claim for £2117.40 is based on his estimate of savings if the company had installed the water meter in 2012 when he allegedly requested one.

5. I am mindful that the company's policy on water meters states:

"We supply and fit water meters free of charge in nearly all cases (provided that it is reasonable and practical and not unreasonably expensive) as part of our efforts to be water-efficient. However, there are some cases where we might not be able to fit a meter."

6. However, following careful examination of all the documents provided by the customer, I find no substantive evidence that proves he had ever requested that the company install a water meter at his property (in 2012 or at any other time).

7. I note that in support of its assertion that the customer has never requested a water meter; the company has provided copies of all its documented communicative exchanges between the parties. Upon review of these documents, I find no evidence that proves the customer ever requested a water meter from the company (in 2012 or at any other time).

8. Accordingly, based on all the evidence provided by the parties, I am unable to conclude that the customer had ever requested a water meter from the company. Nor am I able to objectively conclude that the company had ever refused to provide the customer with a water meter. Therefore, I am not satisfied that the company has failed to provide its services to the customer to the standard to be reasonably expected by the average person in this instance.

9. Consequently, in the absence of any substantiated failures on the part of the company to warrant the redress claimed, I am unable to uphold the customer's claim for redress.

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 28 September 2017 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), MCIArb.

Adjudicator

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