

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /0763

Date of Decision: 7 September 2018

#### Complaint

The customer submits that she noticed a sharp increase in her bills during April 2017 and began to receive final demands for bills from the company. Having raised concerns with the company, the company investigated and discovered that it was billing her on an incorrect meter. The company corrected the billing but in doing so discovered that her actual consumption, on the correct meter, was even higher than the consumption she had been charged on the incorrect meter. The company has confirmed that her consumption is higher than expected for a one-person household but states that she is still liable for unpaid charges as there are no leaks at the property. The customer also submits that the company has provided a poor level of customer service during the complaints process. The customer requests that the company provide a good level of customer service; an apology; compensation in the sum of £2,500.00 for distress and inconvenience; a refund of £2,600.00; and a refund of £200.00 for phone expenses.

#### Defence

The company submits that it had been billing the customer using meter readings taken from the wrong meter. However, the readings taken from the wrong meter were to the customer's benefit, as between 1 October 2007 and 7 June 2017, it undercharged her. The customer's account was updated with the correct meter from 7 June 2017. The usage being recorded on the correct meter was higher than would ordinarily be expected for one occupier. It has investigated the matter and found no reason for the customer's consumption to be higher than she believed it should be. It has proved there are no leaks at her home and ruled out a possible shared supply. As her usage is consistent, it has to deem that the consumption being recorded on the customer's meter is correct and a true reflection of how much water she uses. It refutes the customer's claim that it provided a poor level of customer service as it has kept in constant contact with the customer throughout this matter, but it does concede that correspondence to the customer contained some errors. No offer of settlement was made.

#### Findings

The company billed the customer incorrectly between 1 October 2007 and 7 June 2017. However, the evidence shows that the company undercharged the customer and that the customer should have been liable for an additional £1011.87 of charges in that period. The customer has therefore not shown that

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the company is liable to provide a refund. In light of the company's confirmation that it will not seek to recover the additional £1011.87 owed, I am also not satisfied that any further compensation is due for the company's failure in relation to the meter. However, the company failed in its obligations to the customer in relation to correspondence sent.

#### Outcome

The company needs to take the following further action:

I direct that the company pay the customer compensation in the sum of £10.00. An authorised representative of the company should also provide the customer with a written apology.

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

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### **The company's response is that:**

- The customer contacted it about increasing bills. On 20 June 2017, it attended the customer's home to investigate and found a different meter to the one it had been billing her with, was capturing her water supply.
- Although it had been billing the customer with readings taken from a neighbour's meter, it also had the meter readings from the correct meter, as it had been billing the other customer using readings taken from the customer's meter.
- The readings taken from the wrong meter were to the customer's benefit, as between 1 October 2007 and 7 June 2017, it undercharged her. Since the customer moved into her home, the correct meter had recorded 1191m<sup>3</sup> but the meter it had been using to bill her had recorded 645m<sup>3</sup> in the same time. The customer had therefore used 546m<sup>3</sup> more than she had been billed for.
- It has not looked to recover the further £1011.87 of charges that should have been levied. The financial benefit to the customer was significant and it does not believe a refund or further goodwill gesture is due.
- The customer's account was updated with the correct meter from the date of her last bill (before the error was discovered); 7 June 2017.
- However, the usage being recorded on the correct meter was higher than would ordinarily be expected for one occupier. So another leakage investigation was booked. On 17 August 2017, a technician attended and confirmed there to be no leaks on the supply and that the meter was recording usage correctly. The meter was at rest when there was no water being used inside the property, this indicates no leaks. Following the customer's continued dissatisfaction, it undertook another leakage investigation on 31 October 2017. It was again noted that the meter was at rest whilst there was no water being used inside the property. The technician also noted there were no visible signs of leakage inside the property. The visit also showed that the meter was working correctly. On 27 November 2017, following communications with the customer's neighbour, it visited the customer's neighbour and undertook tests in the neighbour's property which ruled out a shared supply.
- It is also important to mention, since February 2014 the customer's consumption has been consistent. Between December 2011 and February 2014 the customer's consumption was also consistent, albeit slightly lower than it is now.
- It has found no reason for the customer's consumption to be higher than she believed it should be. It has corrected the meter it uses to bill her; it has proved there are no leaks at her home;

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and ruled out a possible shared supply. Its data shows that the customer has clearly become more conscious of her water consumption since 7 June 2017, as three meter readings it has taken since show that her consumption has dropped. As it has proved there are no leaks at her home, it has to deem that the consumption being recorded on the customer's meter is correct and a true reflection of how much water she uses. The customer's charges are therefore correct and payable.

- It kept in constant contact with the customer throughout this matter, keeping the customer up to date on what it was doing and why. It disagrees that it provided a poor level of customer service.
- It has received payments from the customer totalling £1797.54 since 1 October 2007. If it were to refund her the £2600.00 sought, it would effectively pay her £802.46 for the service it has provided for over ten years.
- In addition, the customer has not substantiated her claim for £200.00 for mobile phone bills. All of its telephone numbers are Freephone numbers and since 1 July 2015 (long before this matter began), it has been free to call Freephone numbers from a mobile phone within the UK.
- It has suggested that if the customer remains unhappy with its findings, she may wish to ask her landlord to employ a plumber to check the fixtures and fittings around her home for intermittent faults. It also arranged for some water saving devices to be sent to the customer which could be fitted around her home to help her use less water, and has provided the customer with information about the assistance available if she is struggling to pay her bills.

### 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.

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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?

#### ***Incorrect meter***

1. It is not in dispute that the company billed the customer using the incorrect meter from 1 October 2007 to 7 June 2017. I therefore find that the company failed to provide its services to the customer to the standard to be reasonably expected by the average person in this regard.
2. However, notwithstanding the above, I accept the billing data submitted by the company in evidence, which supports the company's submission that it undercharged the customer between 1 October 2007 and 7 June 2017. I will return to this in my findings for redress below.

#### ***High consumption on correct meter***

3. The customer submits that she is a single occupier.
4. The company confirms that the usage being recorded for the customer from 7 June 2017, on the correct meter, is higher than what would ordinarily be expected for a single occupier.
5. The evidence submitted shows that, following concerns raised by the customer about the usage recorded on the correct meter, the company attended the property on 17 August 2017 to investigate the matter. The company confirmed to the customer that the meter was on a single supply, no leaks were found on the supply or the water meter, and no other faults were found. As the customer remained unhappy with the company's findings, the company attended the property again on 31 October 2017 and the evidence shows again that no leaks or faults were found. Finally, the company also attended the property again on 27 November 2017 and ruled out a shared supply. Having carefully considered the matter, I find that the company has shown that it has taken all reasonable steps to investigate the complaint of high bills. Therefore, although I can appreciate the customer's distress at receiving larger bills than she is used to, I find that there is no evidence to show that the company is legally responsible for any high consumption recorded and/or that the customer is not liable to pay for the usage recorded.

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Consequently, the customer has not shown 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 regard.

### ***Customer service***

6. The customer also raises a complaint about poor communication received from the company throughout the dispute. The customer has not provided any specific examples of this.
7. The company has submitted its account notes in evidence. Having carefully considered these notes, I accept the company's submissions that it was in constant contact with the customer throughout the period of the complaint. The account notes also support the company's submissions that reasonable attempts were made to address the customer's concerns. I am therefore not satisfied that the customer has shown 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 regard.
8. Notwithstanding the above, the company itself concedes that there were two errors in correspondence it sent to the customer on 6 December 2017 as it provided incorrect information about dates twice in this letter. I therefore find that the company failed in its obligations to the customer in this regard.

### ***Redress***

9. The customer requests a refund of £2,600.00. However, as discussed above, although the company billed the customer incorrectly between 1 October 2007 and 7 June 2017, the evidence shows that the company undercharged the customer and that the customer should have been liable for an additional £1011.87 of charges in that period. The customer has not shown that the company is liable to provide a refund. Accordingly, the customer's request does not succeed.
10. In respect of the customer's claim for a refund of £200.00 for phone expenses, the customer has not submitted any evidence such as phone bills to support her claim. I am also mindful of the company's submissions that all of its telephone numbers are Freephone numbers. In the absence of any evidence showing otherwise, the customer has not shown the expenses she has incurred or that the company is liable to provide a refund for phone expenses.

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11. In respect of the customer's request for compensation in the sum of £2,500.00 for distress and inconvenience, again, although the company billed the customer incorrectly between 1 October 2007 and 7 June 2017, I note the company's confirmation that it will not seek to recover the additional £1011.87 owed. I find that this is fair and reasonable in the circumstances. I accept the company's submission that financial benefit to the customer was significant. I am therefore not satisfied that any further compensation is due for the company's failings in relation to the meter.
12. However, I have found that the company failed in its obligations to the customer in relation to correspondence sent. I am satisfied that the customer is entitled to a measure of compensation for the stress and inconvenience caused. However, I find that the company's errors in its correspondence were relatively minor. Having carefully considered the evidence, I consider £10.00 to be a fair and reasonable level of compensation. No evidence has been submitted to support a higher sum of compensation for the failings shown. I therefore direct that the company pay the customer compensation in the sum of £10.00.
13. In respect of the customer's request that the company provide a good level of customer service, I have found that the company was in constant contact with the customer throughout the period of the complaint and reasonable attempts were made to address the customer's concerns. Although the company failed in its obligations to the customer in relation to incorrect information contained in its correspondence, I find that this failing was relatively minor. I have awarded a measure of compensation for the failing and make no further direction.
14. Finally, the customer also requests an apology, in light of the my findings that the company billed the customer incorrectly between 1 October 2007 and 7 June 2017 and that the company provided incorrect information in correspondence to the customer, I find that it would be fair and reasonable to direct that an authorised representative of the company provide the customer with a written apology.

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## Outcome

The company needs to take the following further action(s):

I direct that the company pay the customer compensation in the sum of £10.00. An authorised representative of the company should also provide the customer with a written apology.

## What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 5 October 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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**U Obi LLB (Hons) MCI Arb**  
**Adjudicator**

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