

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /0871

Date of Decision: 15 November 2018

Complaint

The customer believes that he has been consistently overcharged on his water bills due to an ongoing pipe leakage and states that the leakage allowance paid to him by the company does not fully compensate him for overpayments he has made. Additionally, the customer requests two remaining negative credit marks placed on his credit file by the company be removed as he believes them to be incorrectly applied.

Defence

The company states that it has compensated the customer over and above the level required by its Terms & Conditions and therefore further compensation is not applicable. The company has deleted one negative credit mark but declines to remove the others as it believes they were applied correctly. The company has not made any settlement offer.

Findings

The company has compensated the customer in accordance with its own stated leakage policy. No additional compensation is payable. The negative credit marks applied to the customer's credit file have not been incorrectly applied. From the documents provided there is no evidence that the company failed to reach the standard to be reasonably expected.

Outcome

The company does not need to take any further action.

The customer must reply by 13 December 2018 to accept or reject this 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.

company in dealing with his complaint. Therefore, the customer requests that his leakage allowance be backdated to 13 September 2005 using a basis of 0.34 to 0.38 units per day, based on the company's own guidelines for a property housing three adults.

- The customer also states that the company placed three late payment markers on his credit score, two of which remain active despite his requests to the company to remove them as he believes they are incorrect.
- Consequently, the customer is seeking to have the leakage allowance extended back to the date of installation of his water meter and to have the two remaining negative credit references removed from his credit score.

The company's response is that:

- The customer has not provided any evidence to support his claim that the leakage allowance should be backdated beyond 09 March 2015 to the meter installation on 13 September 2005. The company notes that it has provided a leakage allowance when not obliged to do so as the repaired pipework was owned by the customer, plus the allowance has been calculated for a longer period of time than that set down its applicable Terms & Conditions.
- The leakage allowance was calculated in accordance with the guidelines set out in its official *Leak Allowance Claim Form*, Section C and with the applicable Company Charge Scheme. The company includes details of its calculations when determining the value of the allowance.
- It undertook the repair of the damaged pipe at a cost of £912.16, which it did not pass onto the customer despite the pipe belonging to him and being located on his property.
- The customer did not report any leakage problems during the entire period from 13 September 2005 until his notification on 02 September 2017, and had he believed his consumption at any time was higher than expected then he was at liberty to advise the company so that investigations could be carried out.
- Consumption records for the customer's property during the period September 2005 to March 2015 show a rising and falling pattern based on average daily usage, and this is not consistent with a leaking pipe.
- The customer states on his *Leak Allowance Claim Form* that his property is used as a residence only, while its investigations indicate that the customer operates a car dealership from his address and therefore will use more water than normal for a residence because he possibly pressure washes cars for his business.

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.

- Thus, the company declines to backdate the leak allowance beyond 09 March 2015 and to remove the remaining negative credit references.

The customer's comments on the company's response are that:

- He queries the reason for the company to record that it undertook the repair free of charge and the cost incurred. Additionally, he denies ever using a pressure washer at his property to valet motor vehicles. Similarly, the customer queries the calculation method used by the company in calculating the leak allowance and asserts that the company have used "guesswork" in analysing the situation prior to the repair of the broken pipe.

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 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 dispute relates to the customer's belief that a water supply pipe commenced leaking from the time a water meter was installed by the company at his property and that a leakage allowance credited to him following repair to the broken pipe should be backdated to the time of the meter installation.

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.

2. I note that the WATRS adjudication scheme 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.
3. I believe the dispute centers around what remedy the company was obliged to provide in respect of the customer's pipe leakage. The company has clearly set out its official procedures to be followed by both parties in respect of leakages in the document entitled "You have got a leak".
4. The customer reported the leak on 02 September 2017 and on 06 September 2017 a technical representative of the company visited the customer's property, he confirmed a leak on the supply pipe owned by the customer and left a "You have got a leak" pack with him. The pack contains a "Decision" form that the customer duly completed and submitted in which he selected the option of having the company repair the pipe free of charge notwithstanding the pipe belonged to him and not the company. By signing the Decision Form the customer agreed to accept the terms and conditions set out in the "You have got a leak" document.
5. The "You have got a leak" document contains a second form known as "Leak Allowance Claim Form", and this form was again duly completed, signed, and submitted by the customer on 12 October 2017. The form clearly states at Section C-Notes, point.8, that any allowance granted will be calculated taking into account the time inside the current billing period plus the two previous periods.
6. The repair took place on 21 September 2017, which I understand to be in the billing period 25 August 2017 to 08 March 2018. In compliance with the Leak Allowance Claim Form the two previous billing periods should be included in the calculations, and I understand these two periods to be 06 March 2017 to 25 August 2017 and 01 September 2016 to 06 March 2017. Thus, the leak allowance calculation should be calculated by going back no further than 01 September 2016.
7. The company in its calculations goes back to 09 March 2015, which I understand covers a period equivalent to three further billing periods and is, I find, significantly beyond the cut-off date the company was obliged to use in its calculations. Additionally, I have taken full cognizance of the Customer's belief that the leakage commenced from the time the meter was installed on 13 September 2005. I have also taken into consideration the evidence of meter readings since 2005 and although the readings are inconsistent and somewhat higher after the repair I am satisfied that they do not on a balance of probability indicate a long-term leak.

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.

Consequently, I find that the company has complied with its obligations in respect of its own terms and conditions and with statutory requirements.

8. The customer is further claiming that the leakage allowance has been incorrectly calculated. He asserts that the meter readings since the repair are significantly lower, and believes that the average daily usage [ADU] figure of 0.38m³ should be applied to all his previous bills. However, I note that this figure is based on meter readings taken on 21 September 2017 and 12 October 2017, 21 days apart. Consequently I find that it is not appropriate to use a figure obtained over such a short period as a major element of a calculation to determine estimated water loss for a period of approximately twelve years. Nonetheless, I am satisfied that the use of the 0.38m³ ADU factor in the company's calculation of the leak allowance for the period going back to 09 March 2015 is both fair and reasonable.
9. My understanding of the meter readings since September 2005 is that fluctuations did occur and generally higher readings were evident prior to the repair in 2017. However, I consider that the fluctuations are not evidence of a leak and it is thus not possible to accurately determine the situation between 13 September 2005 and 21 September 2017. Neither party are in a position to know or to support with evidence the possible leakage situation during this long period, and thus I find that on a balance of probability the company has acted in a reasonable manner.
10. The customer is requesting the company remove negative credit references from his credit file. I understand that three number such references have been entered by the company but that it has removed the entry dated September 2017 as it agrees that the customer account should have been on hold and the mark was entered erroneously. Regarding the two markers applied in 2015 and 2016, I understand from the evidence provided that these were applied following late payment of rendered bills and I am satisfied that the company has acted within the policy set down in its Terms & Conditions. Both instances of late payment occurred prior to the customer identifying the leak problem, and thus I am satisfied that they form no part of the issue regarding the appropriate leakage allowance. Consequently, I shall not direct the company to remove the two negative markers.
11. The customer asserts that he has received inconsistent responses from the company when dealing with his complaint. I have reviewed all documents submitted to me and I note an abundance of communication between the parties, and I am satisfied that the company has attempted to deal with the issues in reasonable time and with sufficient explanation and detail of both their procedure and quantum calculation of the leakage allowance. I find on a balance of

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.

probability that there was no duty of care failure by the company in dealing with the customer over the leakage issues.

12. Overall, I find no evidence of the company failing to provide its services to the standard to be reasonably expected by the average person. Thus, I find that the company is not required to take any additional action. Consequently, the claim cannot succeed.

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 13 December 2018 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.



Peter R Sansom
MSc(Law); FCIArb; FAArb; Member London Court of International Arbitration;
Adjudicator

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.