

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /0894

Date of Decision: 2 October 2018

Complaint

The customer claims that he has been overcharged for water due to faulty water meters for two of his accounts with the company. The customer asserts that he has not experienced a leak in relation to the disputed bills. The customer seeks adjustment of his disputed bills to reflect the actual usage.

Defence

The company asserts that the first meter was not faulty. An engineer who visited the properties reported that there may be a leak but as the customer maintains that this is not the case it is content that the bill reflects genuine usage and that the customer is not entitled to adjustment. It accepts that the second account meter was found to be faulty and was therefore replaced. However, following the installation of a new meter the customer's water usage increased and an investigation determined that there were no grounds to make an adjustment to the customer's bill.

Findings

Account One 08310[]: That the company has reached the standard to be reasonably expected, in investigating the fault with the meter. The company is not responsible for equipment faults and has communicated with the wholesaler.

Account Two 083101[]: It is not possible to determine whether a refund is required, as only estimated readings have followed the disputed bill and there is currently a leak at the property, which is being investigated. The evidence presented does not support an award for a refund.

Outcome

The company does not need to take any further action.

The customer must reply by 30 October 2018 to accept or reject this decision.

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ADJUDICATOR'S DECISION

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Date of Decision: 2 October 2018

Party Details

Customer: []

Company: [].

Case Outline

The customer's complaint is that:

- He is being overcharged for water due to faulty meters. As a farming enterprise he has five water meters in various locations providing water for water troughs and buildings. He currently has issues with four of the meters.
- Account One: number 083101[]. Between 27 April 2016 and 4 April 2017, he was billed for an average daily use of 4.47m³, amounting to an overcharge that he estimates at of £1,277.00.
- During this period the customer states that he saw no evidence of, or repaired a leak.
- The company instructed the wholesaler [] (RSW) to investigate and a site visit was conducted on 14 July 2017. During this visit the engineer looked for signs of leakage but could find none and he confirmed that the water meter needed replacing. He did note that it was turning slowly however this could have been through usage as it serves 3 properties.
- The meter was replaced in August 2017 and average daily usage has reduced to 2.05m³.
- The company advised that he should apply for a leak allowance. The customer has declined to do so, as he has not experienced a leak and believes that the excessive charges are down to a faulty meter.
- Account Two, number 08310[]. On 28 July 2017 the customer received an invoice for £1,918.30. The daily average use was unusually high at 3.92m³. An engineer attended and turned off the stop-tap in the field and returned to the roadside meter. He used a listening

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device and he could hear water gushing and stated: “it would fill a swimming pool within 24hours”.

- The customer explained that there had been prior no sign of leaks and that when they traced the water pipe there was no sign of a leak. The engineer requested that the meter be replaced. Following the installation of a new meter by RSW usage has returned to normal. The customer claims that there has been an overcharge of approximately £792.00.
- The company has refused to adjust the invoices and has instructed “Rosendale’s debt collection agency” to pursue the outstanding invoices.
- The customer also explains that following work carried out on a burst pipe in the road, the workmen buried the meter and he has been unable to locate it. Also the water meter servicing [the] House has been under water for at least 6 months and has not been repaired or replaced.
- The customer disputes the length of time it has taken the company to respond and it has failed to place his accounts on hold during this dispute, despite the customer proactively trying to find a resolution.
- The customer requests that the invoices are adjusted to reflect the correct usage.

The company’s response is that:

- The customer’s claim is contested.
- Account One: On 5 July 2017 the customer requested a site visit in response to invoices received, which were high and to check the meter to see if there was a leak.
- The engineer attended on 14 July 2017, he conducted a flow test, which confirmed that there was “movement on the meter” and the location of the leak was “external”, on the customer’s side of the meter. The meter was difficult to read due to condensation and the meter serial number was missing.
- The customer was advised of the leak, however, he confirmed that no leak was present at the property. The meter was exchanged on 14 August 2017.
- Since the meter change the account has been invoiced on the basis of estimated readings, and one actual reading taken on 5 January 2018 of 295m³ and a read of 559m³ provided by the customer on 14 August 2018. Prior to the installation of a replacement meter the customer’s consumption had increased to 4.48m³, it then decreased to 0.87 per day between April 2017 and August 2017. The average daily consumption between 14 August 2017 and 14 August 2018 was 1.532m³.

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- The company contends that as the customer has confirmed there has been no leak, the recorded consumption is genuine. It did not carry out a meter accuracy test and since the meter has been removed this is something that would not be carried out.
- A leak allowance was raised with the wholesaler but having assessed the consumption, no allowance was provided because although there are periods where consumption is higher, it decreases after the increase.
- Account Two: The customer contacted RSW on 26 October 2016, as he believed there was a leak on site and a site visit was arranged on 11 November 2016.
- The site visit confirmed the meter was not working and needed to be replaced. An investigation carried out by RSW concluded that the meter had been crossed with another meter, which explained the difference in meter reads and the reason for the suspected leak.
- A meter serial number amendment was carried out in the system and the account has always been invoiced correctly to either actual or estimated readings. The discrepancy reading had not been used for invoicing.
- Consumption increased between October 2017 and January 2018, but decreased from January 2018.
- The customer has contacted RSW on 6 August 2018 to explain that there is a leak in the boundary box and it was agreed that an engineer would attend on 19 September 2018.
- The company concludes that the balance is correct, due and payable and the consumption is a true reflection of the water, which has passed through the meter.
- The company is unable to locate, where it has failed to respond to the customer in a timely manner.

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

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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. I note that in the evidence the company refers to the wholesaler undertaking actions at the customer's property. In order to make a decision in this matter I must clearly distinguish between actions taken by the wholesaler and the duty owed by the retailer (the company) to its customers. Since the water market in England opened up to retailers in April 2017, all non-household customers have been moved to a wholesale/retail split service. As a result, a non-household customer now only has a relationship with the retailer. In turn, an adjudicator operating under the Water Redress Scheme may only make findings related to those things for which the retailer, as the party to the case, has responsibility, and not those things for which the wholesaler has responsibility. This includes, however, the effectiveness with which the retailer has operated as an intermediary between the wholesaler and the customer.
2. The customer believes that he has been overcharged due to faulty water meters. I shall consider each of the disputed accounts separately.

Account One: 083101[]

3. The customer disputes the charges incurred between 27 April 2016 and 4 April 2017, which showed an average daily use of 4.47m³ and he says equates to an overcharge of £1,277.00. The customer maintains that the fault lies with the water meter and disputes the existence of a leak.
4. The company asserts that RSW sent out an engineer and on inspection of the meter a flow test was conducted and there was movement on the meter indicating a leak. The company has submitted copies of the customer's account notes, to support this contention. The engineer's note was that a new meter was required due to "bad condensation" and the meter serial number was no longer visible.

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5. The customer accepts that there was water flow at the time the engineer attended, but contends that it was more likely than not, due to actual usage, as the meter serves three properties.
6. The company has submitted a usage table, which shows that average daily usage spiked at 4.48m³ during the disputed period and decreased back down to 0.87m³ between April 2017 and August 2017. The company states that average daily usage for the entire period since replacement equates to 1.532m³.
7. I am satisfied that the customer reported the issue and the bills demonstrate that there was an anomaly during the disputed period. While I accept the engineer's evidence it does not provide an answer as to whether the identified flow could be attributed to usage at the time of inspection (as suggested by the customer) and provides no detail as to the rate of the flow. I note the customer's comment that at the time of the visit the engineer stated that the flow was such that "it would fill a swimming pool within 24hours". The company has concluded that as the customer maintains that there was no leak the recorded usage reflects "genuine consumption". The company states that a meter accuracy test was not carried out by RSW and as the meter has been removed by the wholesaler it was not able to assess it. The customer was in communication with the wholesaler at this time and did not raise his concerns regarding the meter with the company. I accept the customer's evidence that there was no leak and note that the average usage fell immediately following the replacement of the meter. The weight of the evidence shows that once the meter was replaced average daily usage fell. On a balance of probabilities, based on the evidence presented I find that the meter was faulty.
8. RSW are responsible for maintenance of the infrastructure therefore the company cannot be held liable for the faulty meter or the failure to test the meter. By communicating with the customer and the wholesaler I am satisfied that the company has discharged its duty of care and reached the standard to be reasonably expected. The customer has requested a refund of £1,277.00, but has not provided the basis upon which he reached this figure or any evidence to support his claim for this amount. As the company is not in breach of its duty of care, I am unable to award the refund requested and the claim does not succeed.

Account Two: 08310[]

9. A similar situation appears to have arisen in relation to the customer's second account. On 28 July 2017 the customer received an invoice for £1,918.30. Daily average use was at 3.92m³.

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10. The company explains that the customer received a letter from RSW on 26 October 2016 requesting a visit, as it believed there was a leak on site as his usage had increased following the installation of a new meter. An engineer attended on 11 November 2016 and confirmed that the meter was not working and it required replacement.
11. RSW conducted an investigation and believed that there was a leak in the verge. It subsequently transpired that the new meter serial number had not been added to the customer's account. RSW maintain that the meter had been crossed with another meter, which in turn explained the difference in meter reads and the reason for a suspected leak.
12. The customer asserts that there was no evidence of a leak and the meter was faulty.
13. The company states that a meter serial number amendment was carried out and the account has always been invoiced correctly as the discrepancy reading has never been used to invoice. The company has submitted a usage table demonstrating average daily consumption. Between 2 June 2016 and 5 April 2017 average daily consumption was 3.92m³, between 5 April 2017 to 12 October 2017 it was 2.079m³, between 12 October 2017 to 1 January 2018 it was 5.567m³ and between 1 January 2018 to 30 April 2018 it was 2.057m³.
14. Following the first reading of 3.92m³ all of the remaining readings have been estimated. It is therefore not possible to determine the customer's actual usage. I note the company has highlighted an increase between October 2017 and January 2018 and subsequent decrease from January 2018 but this is based on estimates as opposed to actual readings. The company has acknowledged that prior to the meter exchange he had average usage of 1.2m³.
15. The company has highlighted that the customer has contacted it regarding a leak in the boundary box and an engineer is due to attend on 19 September 2018. The customer has confirmed that this work is to be carried out on a new meter. The company promised to send someone within 5 working days.
16. All of the readings following the first reading have been estimated and these fluctuate both under and above the disputed usage. It is also clear that there is a current issue with a potential leak at the property, which is on-going. In light of this, there is insufficient evidence presented to determine that the company has incorrectly billed the customer. Also, as specified above the

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company is not responsible for faults with the maintenance of the infrastructure. In these circumstances, there is insufficient evidence to justify a refund.

Outcome

The company does not need to take any further actions.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 30 October 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.

D. M. Curnow

D.M. Curnow BA (Hons), LL.M, LPC, Solicitor (non-practising).

Adjudicator

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