

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /0929

Date of Decision: 29 October 2018

#### Complaint

The customer states that the company has failed to bill him correctly and has not addressed water wastage at a neighbouring property. He requests that the company make a greater effort to secure evidence of water wastage at the neighbouring property; apologise for not notifying him that his meter had been changed and for not recording the final reading; adjust his current bill so that it is based on an initial meter reading of 00099; and pay compensation of £1,000.00.

#### Defence

The company acknowledges that there have been issues with the customer's billing, but states that these have been appropriately addressed. It states that it has not been able to identify satisfactory evidence of the water wastage complained of by the customer.

No offer of settlement was made.

#### Findings

The company failed in its duty of care to the customer in its billing, but has already provided the customer with fair and appropriate compensation. The company has provided its services to the customer to the standard to be reasonably expected by the average person with respect to its efforts to identify and address potential water wastage at the neighbouring house

#### Outcome

The company does not need to take any further action.

The customer must reply by 26 November 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.*

# ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /0929

Date of Decision: 29 October 2018

## Party Details

Customer: [ ]

Company: [ ].

## Case Outline

### **The customer's complaint is that:**

- The customer contacted the company on 10 May 2018 to dispute his bill, which had been based on estimated usage.
- The customer's meter had recently been exchanged, but he had not been told about the exchange and was not billed based on his previous meter's final reading.
- The customer also notified the company that a new house was being built next door ("the New House") and the builders were illegally connecting to the water supplier of another neighbour. The water was often left pumping out and a lot of water was being wasted.
- He states that thousands of gallons of wasted water have been reported to the company many times.
- He states that an employee of the company has seen the flowing water.
- The company responded on 18 May 2018. It acknowledged that it did not have a final reading for the customer's previous meter and that this was a customer service error. The company agreed to waive the estimated usage on the customer's bill, in the amount of £148.48. The customer's next bill was based on an actual reading from the customer's new meter.
- The company stated that as the New House is connected to a private supply, rather than the company's asset, the company did not have any legal power to disconnect the house. However, if notified him that it was in the process of requiring the owner of the house to apply for a connection to a separate water supply.

*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.*

- He would like the company to make a greater effort to secure evidence of water wastage at the neighbouring property; to apologise for not notifying him that his meter had been changed and for not recording the final reading; to adjust his current bill so that it is based on an initial meter reading of 00099; and to pay compensation of £1,000.00.

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

- The customer had complained about low water pressure, and on 10 July 2017 a flow and pressure check was undertaken.
- At the next scheduled meter reading, on 19 October 2017, it was noted that a new meter had been installed.
- Because no final reading had been taken from the customer's original meter, the customer was given an estimated bill based on his previous usage. This was in accordance with the company's charges scheme.
- This bill was sent to the customer on 4 November 2017.
- This bill was not challenged by the customer until the next bill was issued on 28 April 2018, which clearly displayed the change in meter.
- The company has been unable to locate any record of the meter being exchanged, but presumes it took place at the time of the flow and pressure check.
- The company agreed to waive the estimated usage bill sent to the customer, and as a result the customer was not charged at all for his usage from 14 April 2017 until 19 October 2017.
- The company has apologised to the customer for the problems he has experienced due to the improper record-keeping regarding the change of meter.
- The company has supplied a photograph of the customer's current meter taken on 19 October 2017 and displaying a reading of 00027. While ordinarily a customer will be billed based on an initial meter reading of 00000, the company has agreed to bill the customer using the date and reading displayed in this photograph, as no evidence is available of an earlier reading.
- On 9 July 2018, at the request of the customer, the company took a reading of 00099 in the presence of the customer. The customer has requested that this reading be the basis of all subsequent charges, but the company is unwilling to agree to this as it has already waived the estimated charges from the customer's old meter and is only billing the customer from the documented reading of 00027.
- The customer's concern about the unauthorised nature of the connection to the New House relates to a regulatory enforcement matter and so is outside the scope of the WATRS Scheme.
- The company does not have the legal power to disconnect the connection at the New House.

*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.*

- It has visited the New House several times but has not witnessed the wastage of water described by the customer, and until it does so cannot take further action.
- The company believes that the customer's claim for compensation of £1,000.00 is unjustified.

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

- He has complained several times about low water pressure at his property, and he believes this is particularly a problem when water is being used at the building site of the New House.
- He has provided photos of water wastage at the building site, and believes hundreds of thousands of gallons have been wasted.
- The company has also failed to finalise nearby work for over 6 months.
- He rejects the defences offered by the company.

**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's complaint fundamentally relates to two matters, namely the billing of his property and the company's response to what the customer believes is illegal water wastage at the New House.

*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. Regarding the company's billing of the customer, the customer has objected to the fact that his meter was replaced without notification and that he was then billed by the company on an estimated basis because the company had not properly recorded the final reading of his old meter.
3. The customer is clearly correct than in replacing his meter without notifying him and without taking a final reading, the company failed in its duty of care to the customer.
4. The company has explained that it addressed the lack of a final meter reading by billing the customer on the basis of his average previous usage, and I accept that this was a reasonable approach to the situation. However, the need for an estimated bill only existed because the company had failed to act appropriately in the replacement of the customer's water meter, and use of estimated billing entails an unavoidable risk that the customer may have been charged for water that he did not use (i.e. if during this period his water usage was actually lower than usual).
5. Nonetheless, I find that by waiving the full estimated bill, in the amount of £148.48, the company took appropriate action to resolve the customer's legitimate complaint and provided fair and appropriate compensation to the customer for its breach of its duty of care. As a result of this waiver, there is no longer any risk that the customer will have paid for water he did not use, and as some of the money refunded to the customer was unquestionably legitimately owed to the company for water actually used, the customer has therefore also received additional compensation for the company's failure in its duty of care.
6. Consequently, I find that with respect to this element of the customer's complaint, the company has provided its services to the customer to the standard to be reasonably expected by the average person, and the customer's claim for additional compensation does not succeed.
7. The customer also argues that he should only be billed on the basis of the meter reading of 00099 taken in his presence on 9 July 2018.
8. The company, however, has produced satisfactory evidence that a meter reading of 00027 was taken on 19 October 2017, and the customer has provided no reason, other than his personal distrust of the company, why this evidence should not be accepted.

*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.*

9. Consequently, the customer's claim that he should only be billed on the basis of the meter reading of 00099 taken in his presence on 9 July 2018 does not succeed.
10. The customer has also requested that the company apologise for not notifying him that his meter had been changed and for not recording the final reading of his original meter.
11. However, I note that the company has already provided an apology in its letter of 12 July 2018.
12. Consequently, this remedy will not be ordered.
13. The customer also requests that the company make a greater effort to secure evidence of water wastage at the New House.
14. The company argues that concerns about an unauthorised connection are a matter of regulatory enforcement and so not within the scope of the WATRS Scheme, and I find that to the extent that the customer's complaint is about the unauthorised nature of the connection, it is precluded by Rule 3.5 of the WATRS Scheme Rules.
15. However, the customer has also emphasised that he believes that the unauthorised connection is affecting his own property and enhancing the problems of low water pressure that he has been experiencing. In this respect, the customer's complaint is not about the unauthorised connection itself, but about the company's provision of its services to the customer, and this aspect of the customer's complaint falls within Rule 3.3 of the WATRS Scheme Rules.
16. Nonetheless, I find that the company has satisfactorily demonstrated that it has undertaken reasonable efforts to identify the existence of the problem about which the customer is complaining, within the boundaries of the legal powers it possesses. As the company has explained, it does not have the power simply to disconnect the New House, but it has required the owner of the house to apply for a connection to a water supply. It has also repeatedly visited the New House to identify possible water wastage, but has been unable to do so.
17. I will emphasise that my acceptance of the company's evidence regarding its inability to identify significant water wastage at the New House does not mean that I disbelieve the customer's own statements that he has seen water being or his statement that an employee of the company has

*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.*

witnessed the wastage. However, I find that the company is acting reasonably in attempting to confirm that any wastage is a regular occurrence resulting in significant wastage, rather than an isolated occurrence or one with minor impact. Had the company failed to make the repeated visits that it describes, then it would have failed in its duty of care to the customer, but the company's obligation to the customer is to undertake reasonable actions, not to achieve certain results.

18. Consequently, I find that the company has provided its services to the customer to the standard to be reasonably expected by the average person with respect to its efforts to identify and address potential water wastage at the New House.

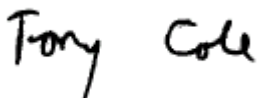
19. For the reasons given above, the customer's complaint does not succeed.

#### **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 26 November 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.



**Tony Cole, FCI Arb**

**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.*