

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /0940

Date of Decision: 30 November 2018

#### Complaint

The customer submits that she is a single occupant and has received excessively high bills since she moved into the property. She raised complaints with the company. A new meter was installed, no connecting supplies or any leaks were found but she still continued to receive excessively high bills. The company refused her request to pay a flat rate. The company states that the cause of the high bills was her consumption. She asked the company to check the meter itself. However, the company ignored her request to check the meter. The meter then stopped working after a flow logger, used as part of the company's investigations, was removed and the company re-attached the meter. Since the meter has been re-attached, the meter has no longer been fluctuating continuously. The meter is now giving regular readings that seem to correspond with her usage. At no time in all the years of complaining did the company suggest that the meter could not be working properly or was attached incorrectly. The customer requests that the company cancel the previous bills accrued from inaccurate readings.

#### Defence

The company submits that the customer first raised a complaint about her bill on 5 March 2014. It has visited the customer's property on a number of occasions. A new water meter was fitted at the property. It has proved that there are no leaks and no faults on its assets. It has also confirmed that the customer is not on a shared supply. It offered to arrange for the water meter to be tested, but the customer did not want to go ahead with this as she was unhappy she would have to pay for the test if no faults were found. The water meter had been disconnected when the flow logger was removed. It informed the customer that the meter was now working correctly. It has exhausted its investigations and has concluded that the usage recorded on the water meter is correct and the bills are payable. No offer of settlement was made.

#### Findings

As a meter is fitted at the customer's property, there is no evidence to show that the company is obliged to charge the customer on a fixed tariff basis. In high consumption cases where a consumer can appear to be required to 'prove a negative' i.e. that she did not use the water billed; it is appropriate for the burden of proof to be on the company to show that it took all reasonable steps to investigate the matter and the customer could have used the volume of

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water billed. The company has not provided any evidence to show that the usage recorded is typical usage for a household with one occupant. The company itself confirms that there is no consistency to the customer's usage recorded and the usage fluctuates considerably. I accept the company's submissions that the customer's meter records her consumption only, and no leaks have been found on the supply. However, the evidence submitted to this adjudication indicates that there was a problem with the meter connections. The company only offered to arrange for the meter to be tested on 31 May 2018. Bearing in mind that the customer has been complaining about high consumption bills since 2014; it is not clear why the company did not offer the customer the option to have the meter tested until May 2018. I am not satisfied that the company has shown that it took all reasonable steps to investigate the matter and the customer could have used the volume of water billed. The company therefore failed to provide its services to the customer to the standard to be reasonably expected by the average person.

#### Outcome

The company needs to take the following further action:

I direct that the company clear the current outstanding balance on the account in the sum of £863.66.

The customer must reply by 3 January 2019 to accept or reject this decision.

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- She asked the company to check the meter itself. However, the company ignored her request to check the meter, saying that the meters were accurate and stating that a data logger would be installed to check for leaks, which she saw no reason for as there had been no leaks found previously.
- After the data logger was removed, the company stated that it had found no leaks and therefore the cause of the high bills was her consumption. She asked that the meter was checked, but the company stated that the case had been closed as it had done all it could at its end. She was never able to pursue having the meter checked.
- However, the meter had stopped working after the data logger was removed. The company then re-attached the meter.
- She had been taking weekly readings. The readings prior to the data logger being installed fluctuated continuously. However, since the meter has been re-attached, the meter has no longer been fluctuating wildly. The meter is now giving regular readings that seem to correspond with her usage. The meter is therefore now working properly.
- At no time in all the years of complaining did the company or any engineer suggest that the meter could not be working properly or was attached incorrectly.
- The customer requests that the company cancel the previous bill accrued from inaccurate readings as her readings should have averaged 1 cubic meter for her entire history.

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

- The customer first raised a complaint about her bill on 5 March 2014.
- It has visited the customer's property on a number of occasions. Engineers attended the property on 22 April 2014; 18 June 2014; 14 April 2015; 13 March 2017; 25 November 2017; 3 February 2018 and 10 March 2018. On 23 June 2014, a new water meter was fitted at the property. It has proved that there are no leaks and no faults on its assets. It has also confirmed that the customer's water meter serves her property only and she is not on a shared supply.
- On 9 May 2018, a flow logger was fitted to the customer's supply, which showed periods of no use, which again supports its position that there are no leaks or faults on the supply.
- On 31 May 2018, it also offered to arrange for the water meter to be tested, but the customer did not want to go ahead with this as she was unhappy she would have to pay for the test if no faults were found.
- On 22 June 2018, the Consumer Council for Water (CCW) contacted it to advise that the customer's meter was not working. On 28 June 2018 it confirmed that a reading request suggested that the meter had ceased to register. On 6 July 2018 it attended and reconnected

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the water meter, which had been disconnected when the flow logger was removed. It informed the customer that the meter was now working correctly.

- It has exhausted its investigations and has concluded that the usage recorded on the water meter is correct and the subsequent bills are payable. It has fully explained its position to both the customer and CCW, who found no grounds on which to challenge it further.
- It has reset the customer's payment plan, at her request, on a number of occasions despite this meaning that a large outstanding balance is carried forward each time. It has previously explained to the customer that her payments of £15.00 per month have never been enough to cover her charges, and the arrears on her account have accumulated since she moved into the property.

### 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?

#### ***Charging basis***

1. A meter is fitted at the customer's property and the customer is charged on a metered basis.

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2. I note that the customer requested that the company move her to a fixed tariff, and the customer's submissions that a previous neighbour had been charged on a single occupier Assessed Household Charge, which is a fixed tariff. However, as a meter is fitted at the customer's property, there is no evidence to show that the company is obliged to charge the customer on a fixed tariff basis. I note that the Assessed Household Charge is only available if a meter cannot be fitted at a property.
3. Consequently, I find no failing on the company's part in this regard.

### ***High consumption bills***

4. The customer submits that she is a single occupier, that her bills are too high and that readings do not correspond with her consumption as a single occupant.
5. In cases such as this where a consumer can appear to be required to 'prove a negative' i.e. that she did not use the water billed, it is appropriate for the burden of proof to be on the company to show that it took all reasonable steps to investigate the matter and the customer could have used the volume of water billed.
6. The company has not provided any evidence to show that the usage recorded is typical usage for a household with one occupant. Evidence that could have been useful here are charts showing typical usage by households of 1, 2 or 3 occupants.
7. A table of the customer's usage from 9 November 2013 to 10 March 2018 has been submitted in evidence. As the company itself confirms, in correspondence to the customer dated 29 March 2018, there is no consistency to the usage recorded and the usage fluctuates considerably. The data shows Average Daily Usage (ADU) fluctuations from 0.14 m<sup>3</sup> to 0.50 m<sup>3</sup>.
8. I acknowledge the company's submissions that it has visited the customer's property on a number of occasions since 2014. The company submits that it has proved that the customer's meter records her consumption only (i.e. it does not record any other supply/usage by another person), and no leaks have been found on the supply. In light of the evidence submitted, I accept the company's submissions.

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9. I note that the company also states it has confirmed that there are no faults on its assets. However, I am particularly mindful of the customer's assertion that the meter was not previously connected correctly or working properly. The customer's submits that after the meter was reconnected, after she had reported that it was not working following the removal of the data logger; meter readings have no longer fluctuated considerably. The customer has submitted a list of weekly readings from 26 June 2018 to 16 October 2018 as evidence to support her submissions. I note that the company does not refute the customer's submissions. I am also mindful that the company only submitted usage data from 9 November 2013 to 10 March 2018. The evidence submitted to this adjudication therefore indicates that there was more likely than not a problem with the meter connections.
10. For the avoidance of doubt, I note that the company fitted a new water meter on 23 June 2014. I also note the company's submission that it offered to arrange for the water meter to be tested, but the customer did not want to go ahead with this as she was unhappy she would have to pay for the test if no faults were found. The evidence submitted shows that the company only offered to arrange for the meter to be tested on 31 May 2018. Notwithstanding that the customer states that the meter is now working properly and recording her consumption correctly, and that the indications are therefore that the meter connections and not the meter apparatus themselves were, more likely than not, faulty. Bearing in mind that the customer has been complaining about high consumption bills since 2014; some four years previously, it is not clear why the company did not offer the customer the option to have the meter tested until May 2018. The company has not provided any explanation. I am therefore not satisfied that the company has shown that it exhausted its investigations and met its obligations to the customer in this regard.
11. In view of the above, having carefully considered matter, I am not satisfied that the company has shown that it took all reasonable steps to investigate the matter and the customer could have used the volume of water billed. I 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.

### **Redress**

12. The customer requests that the company cancel the previous bill accrued from inaccurate readings. The evidence shows that the customer has been making regular monthly payments to the account since 2014, but that arrears of £863.66 have built up over the period to 15 October 2018. In light of my findings above, that the company has not shown that it took all reasonable

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steps to investigate the matter and the customer could have used the volume of water billed, and bearing in mind that this matter has been ongoing for over four years and that the customer had to apply to WATRS for a resolution to the dispute, I find that it is fair and reasonable in the circumstances to direct that the company clear the current outstanding balance on the account in the sum of £863.66. I find that this is appropriate as the failing shown means that the customer has more likely than not been overcharged consistently over the period. In addition, I accept that the customer may have had to pay some of these charges in any event, as it is likely that her normal consumption is more than £15.00 a month, but in light of the failing shown, I am directing that the company pay the full amount, in lieu of any compensation in the matter. The customer's claim therefore succeeds.

### Outcome

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

I direct that the company clear the current outstanding balance on the account in the sum of £863.66.

### What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 3 January 2019 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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