

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /0944

Date of Decision: 3 April 2019

Complaint

The company has not demonstrated that a water meter serves only their property. The meter is in an inaccessible location, 15 minutes walk away, within the boundary of a neighbour's property. The customer requests a meter be installed on their property or that they are billed on the Assessed Household Charge, that the previous bills are removed, and that they receive compensation.

Defence

The company states that it is satisfied that the meter serves the customer's property and does not also supply any other property. The customer may look at having the meter moved at their own cost. The company denies the customer's claim.

Findings

The customer is not able to be charged on the Assessed Household Charge as the property is served by a meter. The company has not fully demonstrated that the meter serves only the customer's property. There are clear and legitimate issues with the location of the meter and there were a number of customer service failures. These were sufficient to warrant the installation of a secondary meter within the customer's property boundary, enabling the main meter usage to be confirmed.

Outcome

The company needs to take the following further action:

- The company shall make reasonable endeavours to fit a secondary meter to the boundary of the customer's property free of charge.
- The company shall recalculate the customer's bills in the event the secondary meter records 10% or less usage than the main meter over the first three months, based on the average daily use on the secondary meter; otherwise, the customer's bills will not need to be recalculated.
- The company shall make reasonable endeavours to investigate the neighbouring supplies to confirm that the main meter solely serves the customer's property.
- The customer's bills shall continue to be calculated based on the usage recorded on the main meter unless the company's checks identify that it also serves another property.
- The company shall pay the customer the sum of £400.00 in compensation.

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

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ADJUDICATOR'S DECISION

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Date of Decision: 3 April 2019

Party Details

Customer: []

Company: [].

Case Outline

The customer's complaint is that:

- The customer moved into their property in April 2016. The customer has proactively attempted to resolve issues with the company. The customer was advised in October 2017 to set up a monthly payment plan to avoid receiving reminder notices. The company then sent a late payment mark to Equifax, later admitting this was an error. The customer was caused stress and worry by this.
- The customer submits that the company has not conclusively proved that the meter it has located serves solely the customer's property. The customer's solicitor states that it is unreasonable to locate a water meter on another person's property as it would involve trespass for the customer to access the meter. The solicitor has advised the customer not to accept responsibility for a meter that is nowhere near their property and cannot be deemed relevant to the customer's property. It is unreasonable to locate it a 15 minute walk from the customer's property, down an unlit path and under a manhole cover.
- The customer has cooperated with the company, taking time off for visits and setting up direct debit payments for the reasonable cost of a four-person household. The company's messaging has been inconsistent about the meter serial number, that the meter had been removed, and that the customer would be placed on the Assessed Household Charge.
- The customer requests the company to install a meter on the customer's property at the company's expense or agree that the property is unmeterable and place the customer on the Assessed Household Charge; that the previous bills should be removed to avoid negative credit

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markers; and, that the customer should receive compensation for the time lost dealing with the complaint.

The company's response is that:

- The company states that the customer's property is not unmeterable and the customer is therefore not eligible for the Assessed Household Charge. There is the option to survey to see if it is possible to re-site the meter, but this would be at the customer's cost, as would any work to re-site the meter. The meter was fitted at a point where it measures the full extent of the customer's supply, where the company's responsibility ends and the customer's responsibility begins. The company has ascertained that it is not possible to fit a meter internally due to limitations with the pipework. It is satisfied that the meter serves only the customer's property.
- The customer has declined an offer to visit each neighbour to confirm that their usage was not registering on the customer's meter. The company has no reason to believe that the customer's water meter serves any other property. The company's archives show that the property has had a meter since 1997, always in the same location, and that the property may have been metered since at least 1989.
- The property is not unmeterable; it is only not possible to fit a meter internally. The original water meter would have been installed at the outside stop valve, ensuring it measured the full extent of the supply. It is not uncommon to find that rural properties have the meter installed some distance away from the house. The pipework after the water main is private and it is the customer's responsibility to maintain this. The customer does have the option to look at re-siting the meter, but this would be at the customer's cost. This is not the company's preferred option as a meter should always be fitted as close as possible to the point where the customer's supply leaves the company's water main. The company is also able to object to the meter being moved.
- The company is not looking to amend any bills as these have been raised on the customer's usage as recorded on their meter. The company did incorrectly close the customer's metered account and set up an Assessed Household Charge account; this was cancelled and a revised bill was sent as the customer's property is not unmeterable. The customer's usage tends to increase over the summer months which the company would expect for a property such as the customer's which has a swimming pool.
- The company disputes the customer's claim for compensation; the company has tried to be flexible and has cancelled and re-arranged appointments at the customer's request. It took only nine months from the date the company was first able to attend to the date of its final response, and not 31 months as the customer has suggested.

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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 moved into their property in April 2016. The dispute relates to the water meter that the company states serves the customer's property. This is located some distance from the customer's property, accessible via a 15 minute walk from the customer's address. The customer disputes that the property is meterable or that the meter serves only their property.
2. I am mindful that the company is entitled to charge for water services under statutory authority, rather than under a contractual relationship. The company is restricted by law as to how it may charge customers. This must be by reference to the rateable value of a property unless a water meter is fitted, in which case the company must charge by reference to the amount of water use recorded on that meter.
3. The company may alternatively charge by reference to an assessed charge. This is available only where a customer has requested a water meter but their property has been deemed to be unmeterable.

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4. In this case, the company submits that the customer's property is served by a water meter located around 100 metres from the customer's property, in an alleyway at the boundary of a third-party property. The customer disputes this, submitting that the company has not demonstrated that this meter serves only their property. The customer also states that the meter is within the boundary of the third party property and that they would therefore need to trespass in order to read the meter themselves.
5. The customer is requesting that a new meter is installed that serves only their property, or that their property is deemed unmeterable and they are placed on an assessed household charge. The company disputes this, stating that it is only not possible to install a meter internally. In respect of a new external meter, the company submits that a customer can ask for the meter to be moved at their expense, but that this is not the company's preferred option as the meter should be fitted as close as possible to the point where the customer's supply leaves the company's water main to assist with identifying any customer-side leakage.
6. I am satisfied that the customer's property has not been found to be unmeterable and that the customer was placed on the Assessed Household Charge in error. I accept that it is not possible for a meter to be fitted internally; however, this is a separate matter from whether the property itself cannot be metered.
7. In reviewing the evidence, I am satisfied that a number of technicians from the company had difficulty finding the water meter and/or the stop cock serving the customer's property. I note that, on 2 January 2018, it was determined that, due to the nature of the location of the meter, it was not possible to confirm that the meter only served the customer's property.
8. The company visited the customer's property on 20 June 2018. This report has been provided in the company's evidence. As a result of this visit, the company was satisfied that the meter serves the customer's property and only the customer's property. I note, however, that the customer had reservations about this, making their concerns known to the company by email on 22 June 2018. The customer states that the engineer "pointed out the flow direction of the pipe", advising that it went to the customer's house, but that this was going in the wrong direction to where the customer's property was located. The report does not refer to the flow direction of the pipe.

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9. I note that the company has offered to visit to check the neighbours' supplies to confirm that their properties are not served by the same supply; however, the customer has not agreed to such a visit.
10. I find, on the balance of probabilities, that the water meter does serve the customer's property. However, I acknowledge the customer's concerns that the usage is high and that the supply may potentially serve one of around five neighbouring properties.
11. The company has referred me to the Water (Meters) Regulations 1988 and I note that, in respect of the positioning of water meters, section 3 provides that the meter should be installed such that it is "reasonably accessible for reading, inspection, testing and maintenance", and that a meter installed outside a building should be "installed as near as is reasonably practicable either to the boundary of the premises to which it relates or to the point where the supply pipe enters the building".
12. I am mindful that the company records a water meter as serving the customer's property for some years, possibly from 1989 or earlier. This leaves a potential period of some 30 years for the land around the customer's property to have changed, such as where a parcel of land may have been sold off. Whilst the precise boundary of the customer's property has not been detailed in evidence, I am satisfied, on the balance of probabilities, that the customer's meter is not located at the boundary of their property. Whilst this may be due to changes to the land surrounding the customer's house, I find that the location of the meter is now controversial due to the distance from the customer's property by foot and that it is now located at or within the border of a third party property.
13. I consider that, were the company to be looking to install a meter to the property for the first time, it would be unlikely to install the meter in its present location, being at or within the boundary of a neighbour's property, even though installing the meter at the boundary of the customer's property would leave a section of private pipework unmetered.
14. Notwithstanding this, I am mindful that the meter is already in existence and I also acknowledge the company's concerns that moving the water meter to the boundary of the customer's property would mean the meter would not pick up any leak to the customer's private supply pipe.

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15. I am mindful of the duration of the dispute, the initial difficulties in identifying the location of the meter and obtaining a reading, and the legitimacy of the customer's concerns about the location of the water meter; that he is not able to read the meter himself due to its distance, inaccessibility and potential trespass issues; and that the meter may potentially serve more than one property. I acknowledge that moving the meter or fitting a secondary meter would ordinarily be at the customer's cost. I find the most equitable solution to be for the company to install a second meter at the boundary of the customer's property, enabling the customer to monitor his usage without needing to read the main water meter. I find it reasonable for the company to provide this meter free of charge in view of the duration of the dispute, the difficulties faced by the company's own staff in identifying the location of the water meter and outside stop valve, and the relative inaccessibility of the customer's water meter, being around a 15 minute walk away.
16. The company should also arrange to confirm that the main water meter does not serve any other property; this will ensure that the reason for any discrepancy between the two water meters can be narrowed down to either a leak on the customer's pipework between the main meter and the secondary meter, or usage being recorded for a neighbouring property. The customer will also be able to monitor his usage easily, ensuring that he will quickly be aware of their usage levels and whether these have been historically accurately recorded.
17. I am mindful that the installation of a secondary meter may potentially result in significantly different usage records that may indicate a historical issue, either of the supply serving more than one property or of a leak to the customer's supply that was not identified despite a number of 'MSUP' visits to check for leaks.
18. In view of the company having visited the property to check for leaks, I consider it reasonable that, if, after a period of three months from the date of installation, the secondary meter should provide usage readings 10% or more below the readings taken from the main meter, it should recalculate the customer's bills based on the new average daily usage, backdated to 26 April 2016 when the customer moved into the property. This is because the customer's supply will either be serving a neighbour's property or have a leak which the company failed to find despite specifically checking for this. In either case, I find that the customer should not be held liable for this usage.
19. In the event the secondary meter records greater usage than the main meter, this will be indicative that the main meter has been under-recording. In this case, or the case where the usage recorded is the same, the customer's historical bills should not be recalculated.

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20. For the avoidance of doubt, the company should continue to bill the customer based on the main meter unless this is found to additionally supply a neighbouring property. This will ensure that any leak to the customer's supply pipe can be found promptly from a review of each bill and the secondary meter readings.
21. The customer has also requested an unspecified sum of compensation due to the duration of the complaint and various customer service issues experienced, including a negative entry being incorrectly applied to the customer's credit file, the time and difficulty in having the meter confirmed as serving their property and only their property, and issues relating to being placed on the Assessed Household Charge and then being removed from this.
22. In reviewing the evidence, I am satisfied that the dispute has been ongoing for some time without a satisfactory solution. I am satisfied that the customer has raised legitimate concerns about the water meter, and that the difficulties faced by the company during early site visits reasonably exhausted the customer's patience for such visits. I am also satisfied that there have been customer service issues, including pursuing payments after the company had advised that the account balance had been placed on hold, incorrectly updating the customer's credit file, and wrongly deeming the customer's property to be unserviceable, resulting in the customer being incorrectly placed on the Assessed Household Charge and then being returned to a metered account.
23. Notwithstanding this, I am satisfied that the company has acted appropriately in respect of determining that the meter serves the customer's property, and with its suggestion that it specifically rule out the neighbouring properties as being connected to the customer's supply due to the difficulties faced with confirming it serves only the customer's property.
24. However, as above, I am satisfied that the location of the meter would not meet the location requirements for a new meter fitting. I find that the company should have reviewed the option of fitting a secondary meter free of charge due to the poor location of the existing meter and that, by failing to consider this step despite the numerous issues with the existing meter location, it failed to provide the services to the standard of a reasonable water supplier.
25. In reviewing the Water Redress Scheme Guide to Compensation for Inconvenience and Distress, I consider the issues experienced by the customer to amount to a Tier 2 complaint. Whilst the

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complaint has gone on for some time, the company has acted reasonably in respect of ascertaining the location of the meter and that it serves only the customer's property. I am satisfied that the company has not unduly drawn out this complaint. However, as above, there have been customer service failures at points during the complaint, some of which will have been extremely stressful, such as the incorrect marker being placed on the customer's credit file. I have also found that the company should have considered fitting a secondary meter free of charge as a pragmatic solution to the legitimate issues with the meter location and the difficulties incurred in trying to confirm the meter readings were correct. I consider these issues to be towards the upper-end of Tier 2, mitigated by the company's consistent willingness to place the account balance on hold and accept a payment plan during its attempts to confirm the water meter readings. For the avoidance of doubt, I find that any late payment marks on the customer's credit file in respect of non-payment of the agreed payment plan will be legitimate as it is clear that the customer will have had some usage, even whilst the precise level of usage is disputed.

26. I consider the sum of £400.00 to be reasonable and proportionate to the customer service issues experienced and the stress and inconvenience caused by these. I direct the company to pay this sum to the customer accordingly.

Outcome

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

- The company shall make reasonable endeavours to fit a secondary meter to the boundary of the customer's property free of charge.
- The company shall recalculate the customer's bills in the event the secondary meter records 10% or less usage than the main meter over the first three months, based on the average daily use on the secondary meter; otherwise, the customer's bills will not need to be recalculated.
- The company shall make reasonable endeavours to investigate the neighbouring supplies to confirm that the main meter solely serves the customer's property.
- The customer's bills shall continue to be calculated based on the usage recorded on the main meter unless the company's checks identify that it also serves another property.
- The company shall pay the customer the sum of £400.00 in compensation.

What happens next?

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- This adjudication decision is final and cannot be appealed or amended.
 - The customer must reply by 3 May 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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Alison Dablin, LL.M, MSc, MCI Arb

Adjudicator

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