

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /0949

Date of Decision: 24 October 2018

#### Complaint

The customer states that, following its initial site visit in 2014, the company advised that it was unable to install a water meter at their premises. It was later discovered that this was incorrect and a water meter was then installed at the customer's premises in 2015. Therefore, the customer requested that the company recalculate their bills as if the water meter had been installed in 2014, when it was initially requested. The customer states that the company backdated their water charges to August 2014 on one account. However, there was still an outstanding balance of approximately £2000.00 on the customer's other account. The customer states that they are seeking more compensation for stress and inconvenience than the £100.00 offered by the company and are therefore claiming £2500.00. Furthermore, the customer believes that due to the issues they have experienced they should not owe the charges received on their other account.

#### Defence

The company does not dispute that it incorrectly advised the customer that it was unable to install a water meter at their premises following its initial site visit in August 2014. However, in August 2015, following a further site visit, the company concluded that it was actually possible to install a water meter for the customer. A water meter was therefore installed in November 2015. The company accepts that due to delay issues, the meter was not recorded on the company's system until August 2016 and the account had to then be rebilled. As a gesture of goodwill, in recognition of its service failings, the company applied a credit of £1455.53 to one of the customer's accounts (account 42191[ B ]). This meant that the customer paid only for the metered charges rather than rateable value charges. In December 2017, the customer contacted the company with regards to their other account (account 42129[ A ]) because the same backdating had not been done on this account. On the same day that its defence was written, the company contacted the customer and applied a further credit of £1402.00 to account 42129[ A ] as a gesture of goodwill (therefore meeting the customer's request). It confirms that the customer was happy with this resolution. The company apologises to the customer for any inconvenience caused by its failures. However, the company states that it 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.*

appropriately dealt with these issues and does not feel that a further compensation payment of £2500.00 is warranted in this situation.

### Findings

I am satisfied that the company failed to provide its services to the standard to be reasonably expected by the average person. Specifically, I find that the company incorrectly advised the customer that it was not possible to install a water meter at their premises following its initial visit in 2014 and then failed to record it on its system for a further year after it was eventually installed in 2015. I am satisfied that the customer would have experienced a degree of stress and inconvenience as a result of these issues. However, I am not persuaded that the £2500.00 claimed by the customer for stress and inconvenience is warranted under the circumstances. Given the nature and extent of the company's failures (and the actions it has already taken to address these failures), I am satisfied that a compensation payment of £250.00 is fair and reasonable.

### Outcome

The company shall provide the customer with compensation in the sum of £250.00.

The customer must reply by 21 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/ /0949

Date of Decision: 24 October 2018

## Party Details

Customer: [ ]

Company: [ ]

## Case Outline

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

- They requested that the company install a water meter at their premises in 2014. However, following a site visit, the company advised that it was not possible for a meter to be installed.
- A year later, following a further site visit, the company advised that it was actually possible to install a water meter at the customer's premises. A water meter was then installed for the customer in 2015.
- The customer states that they are displeased with the inconsistent information that was provided by the company.
- As a result of the issue above, the customer disputed liability to pay the company's water charges as presented and requested that the company recalculate their bills as if the water meter had been installed in 2014 when it was initially requested (using their current metered bills/bills of a similar premises as a basis to calculate these bills).
- The company eventually backdated their water charges on one of their accounts to 2014 as requested. However, the customer indicates that their service is split over two accounts and there is an outstanding balance on the customer's other account of approximately £2000.00.
- The company offered the customer £100.00 as compensation for the issues experienced as a result of this entire matter.
- The customer states that they are seeking more compensation for stress and inconvenience than offered by the company and are therefore claiming £2500.00. Furthermore, the customer

*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.*

believes that due to the issues they experienced they should not owe the company the charges that they have received on their other account.

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

- The company explains that the customer's services are split over two accounts for cost-saving reasons.
- The company confirms that in August 2014, a site visit took place to determine whether the customer's premises could be fitted with a water meter. At this time, the company concluded that it was not possible to install a water meter for the customer.
- However, in August 2015, following a further site visit, the company concluded that it was actually possible to install a water meter for the customer. A water meter was therefore installed in November 2015.
- Due to delay issues, the meter was not recorded on the company's system until August 2016 and the account was then re-billed.
- As a gesture of goodwill, in recognition of its service failings, the company applied a credit of £1455.53 to one of the customer's accounts (account 42191[ B ]). This meant that the customer paid only for the metered charges rather than rateable value charges.
- In December 2017, the customer contacted the company with regards to their other account (account 42129[ A ]) seeking a similar backdated rebilling.
- The company reviewed this issue and initially stated that no further credits would be applied as it had already made a reasonable gesture of goodwill (applied to account 42191[ B ]).
- However, on the same day that this defence was written, the company contacted the customer and applied a further credit of £1402.00 to account 42129[ A ] as a gesture of goodwill (therefore meeting the customer's request). It confirms that the customer was happy with this resolution.
- In conclusion, the company apologises to the customer for any inconvenience caused by its failures. However, the company states that it has appropriately dealt with these issues and does not feel that a further compensation payment of £2500.00 is warranted in this situation.

**The customer's reply is that:**

- The customer confirms that the company has now cancelled their charges as requested. However, the customer does not accept that their stress and suffering was worth only £100.00.

**How is a WATRS decision reached?**

*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.*

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 states that they have suffered stress and inconvenience flowing from the company's initial incorrect finding (in 2014) that it was not possible to install a water meter at their premises. The customer is therefore seeking £2500.00 in compensation for stress and inconvenience from the company.
2. I remind the parties that adjudication is an evidence-based process and in order for any remedy to be awarded, the evidence must show that the company has not provided its services to the standard that would reasonably be expected of it.
3. I note that within their comments on the company's defence, the customer has now confirmed that the company has cancelled their water charges as requested. Accordingly, as the charges element of the customer's claims appears to have now been settled between the parties, I will not address this matter any further. The customer confirms that their complaint against the company now rests with their claim for compensation in the sum of £2500.00 for stress and inconvenience.
4. It is not disputed that following its initial visit to the customer's premises, the company incorrectly concluded that a water meter could not be installed. Accordingly, I am satisfied that the

***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 did fail to provide its services to the standard to be reasonably expected by the average person in this instance.

5. Furthermore, it is not disputed that after the water meter was eventually installed at the customer's property in August 2015, the company failed to record it on their systems until August 2016 (the account then had to be rebilled). I am satisfied that this amounts to a failure on the part of the company to provide its services to the standard to be reasonably expected by the average person.
6. Stemming from the issues noted above, it is accepted that the parties entered into a dispute regarding the customer's charges. Whilst I note that the parties have confirmed this element of the dispute has now been resolved between the parties, I find that the customer would have experienced an inherent degree of stress and inconvenience as a result of this entire issue. In particular, I have taken note of the customer's statement that they felt particularly under stress after initially being (incorrectly) advised that they were unable to have a water meter installed.
7. The company has already offered the customer £100.00 in compensation for the stress and inconvenience experienced as a result of this entire matter. I note that the customer has stated that this offer is not enough and they have claimed £2500.00 for stress and inconvenience. Taking into account the nature and extent of the company's failures and the actions it has already taken to aid the customer, I find that an award of £250.00 in compensation for the stress and inconvenience is fair and reasonable under the circumstances. I do not find that any further compensation award above this sum is warranted in this instance.
8. Therefore, following careful review of all the submissions provided, I am satisfied that the company has failed to provide its services to the standard to be reasonably expected by the average person. Consequently, I find it fair and reasonable to direct that the company provides the customer with compensation in the sum of £250.00.

#### **Outcome**

The company shall provide the customer with compensation in the sum of £250.00.

Thi

y

### **What happens next?**

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 21 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.



**E. Higashi** LLB (Hons), PGDip (LPC), MCI 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.*