

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1030

Date of Decision: 6 December 2018

#### Complaint

The customer states that, for many years, his water services were charged through RV (Rateable Value). When his water charges were switched to metered charges, he discovered that his water charges were much cheaper. The customer therefore requested that the company backdate all his previous RV charges and convert them into cheaper metered charges. The company refused and explained that it was not obliged to do so. Therefore, the customer is now claiming for the company to provide him with an apology and to backdate his previous RV charges and convert them into cheaper metered charges.

#### Defence

The company explains that its Scheme of Charges makes it clear that the company can charge its customers through RV or metered charges. The customer was previously on RV charges as he had not requested to be placed on metered charges. The company appreciates that the customer has now seen the financial benefits of metered charges. However, this does not mean that his valid previous RV charges were in any way incorrect. The company states that it is not obliged to make any changes to his valid previous RV charges. The company states that, in light of all the above, it does not accept any liability for the customer's claims for redress.

#### Findings

I am not satisfied that that the company has failed to provide its services to the standard to be reasonably expected by the average person. Based on the evidence provided, I do not find that the company has charged the customer incorrectly. Nor do I find that the company is under any obligation to convert the customer's previous RV charges into cheaper metered charges.

#### Outcome

The company does not need to take any further action.

The customer must reply by 8 January 2019 to accept or reject this decision.

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

- The Water Industry Act 1991 makes it expressly clear that water companies can set their own Scheme of Charges and charge their customers accordingly. The company's Scheme of Charges makes it clear that the company can charge its customers through RV or metered charges. Therefore, RV and metered charging are both valid forms of raising charges.
- The customer was previously on RV as he had not requested to be placed on metered charges.
- The company's Scheme of Charges makes it clear that the customer was always entitled to request a water meter installation (and to be charged through metered charges). However, as the customer had never requested a meter installation, he could only be charged by RV.
- The company appreciates that the customer has now seen the financial benefits of metered charges. However, this does not mean that his valid previous RV charges were in any way incorrect.
- The company states that the customer has been charged through his meter from the date it was installed and it is not obliged to make any changes to his valid previous RV charges.
- The company states that, in light of all the above, it does not accept any liability for the customer's claims for redress.

### **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.

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## How was this decision reached?

1. The crux of this dispute lies with the customer's belief that he should be entitled to have the company backdate his previous RV charges and convert them into cheaper metered charges. The customer states that he has complained to the company and CCWater about this issue but they have both concluded that the company is not obliged to convert the customer's valid previous RV charges into cheaper metered charges. The customer is not satisfied with this situation and is now claiming an apology from the company and for the company to convert his previous RV charged into cheaper metered charges.
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. At this juncture, I find it prudent to highlight that I will only address the elements of complaint that remain unresolved between the parties at the time of adjudication.
4. I find that, in accordance with the relevant provisions of the Water Industry Act 1991 (notably sections 142-143); companies are entitled to set their own Scheme of Charges and charge their customers accordingly. I note that the company's Scheme of Charges sets out that it is entitled to charge its customers by either RV or metered charges. Consequently, I must conclude that both RV and metered charges are valid methods for the company to raise its charges.
5. It is not in dispute that the customer was previously charged by RV as he did not have a water meter. Furthermore, it is not dispute that following the installation of a water meter at his property, the customer discovered that his metered charges were cheaper than his previous RV charges.
6. Whilst I appreciate that the customer is displeased that his previous RV charges were more expensive than if he had been on metered charging, I do not find that the company is under any obligation (contractual or otherwise) to convert his valid previous RV charges (incurred before the customer had a water meter installed) into metered charges.

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7. In the interests of completeness, I note that the customer appears to have amended the original statement in his application that his water meter was only installed as part of a compulsory water meter installation by the company. The customer's amendment asserts that he had in fact requested a water meter previously but it took the company six months to install it. The customer asserts that the company has lied about him not previously requesting a meter and this issue remains unresolved. The customer acknowledges that there is no evidence to support his assertion and that the evidence provided appears to show that he did not request a water meter installation. Whilst I appreciate the inherent difficulties for the customer to prove his assertion in this regard, I must reiterate that I am only able to base my decision on the available evidence. Accordingly, under the present circumstances, I am unable to objectively conclude that the company lied about the customer not previously requesting a water meter.
8. Consequently, in light of all the above, I am inclined to accept the company has correctly maintained the position that it is not obliged to backdate the customer's valid previous RV charges and convert them into cheaper metered charges. Accordingly, I am not satisfied that the company's actions in relation to this issue amount to a failure to provide its services to the standard to be reasonably expected by the average person.
9. Following careful review of all the submissions provided, I am not satisfied that there are any unresolved failures on the part of the company at this time. Consequently, in the absence of any unresolved failures on the part of the company, I am unable to uphold the customer's claim for redress.

#### **Outcome**

The company does not need to take any further action.

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## **What happens next?**

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 8 January 2019 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**

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