

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1032

Date of Decision: 13 December 2018

Complaint

The customer requested a water meter, however the company incorrectly identified his property as being on a shared supply. The company fitted a meter a year later, after many delays and poor customer service. The company has waived 12 months of charges, however the customer requests further compensation totalling £549.60 for his time, stress and inconvenience.

Defence

The company identified that the customer's property could not be fitted with a water meter and placed the customer on the Single Occupier tariff. It has since confirmed that the supply is not shared and has fitted a water meter. It accepts there have been customer service failures. However, it submits that the waiver of the customer's bills totalling £332.22 is reasonable and proportionate compensation.

Findings

The company has failed to meet the standard of a reasonable water supplier in how it handled the customer's request for a water meter and complaint. The issues and various aggravating factors warrant compensation totalling £400.00. The value of the waived charges was properly calculated as £332.22 and the customer is therefore entitled to the remaining £67.78. The customer is also entitled to a formal apology.

Outcome

The company needs to take the following further action:

Provide the customer with a written apology and £67.78 in compensation.

The customer must reply by 16 January 2019 to accept or reject this decision.

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ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /1032

Date of Decision: 13 December 2018

Party Details

Customer: []

Company: [].

Case Outline

The customer's complaint is that:

- The customer applied for a water meter. The company determined that the property was on a shared supply and could not have a water meter fitted. The customer's account was placed on the single person's assessed charge. Further visits were arranged and it was found that a water meter could be fitted. The company has agreed to remove 12 months of charges due to poor customer service. The customer requested a further £150.00 for the distress caused, however the company did not agree to this.
- The customer has requested a full apology and £549.60 for the customer's time, telephone call costs, stress and time off work.

The company's response is that:

- The company states that the customer's account was opened on 29 July 2017. It received an application for a water meter on 29 August 2017. After difficulties contacting the customer, an appointment was arranged for 17 October 2017 to complete a meter survey. The survey determined that the customer was on a shared supply and that a water meter could not be fitted internally as the internal stopcock was located beneath floorboards and the pipework would need to be adjusted to allow for an internal meter to be installed. The customer's account was transferred to the Single Occupier tariff from 17 October 2017 in accordance with the company's charges scheme. After further contact, the company attended on 14 May 2018 and suspected that the customer's supply was not shared, however it required access to the flat above to

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confirm if the properties were on a joint supply. The company contacted the occupier of the flat above to arrange an appointment. The company successfully installed a water meter on 20 August 2018 after determining that the property was not on a shared supply. The company agreed to backdate the metered charges to 29 July 2018 when the customer took responsibility for the property. It then agreed to remove the full balance from the bill, a sum of £332.22. The credit means the customer has received free water for 13 months. The company accepts that its level of service could have been improved and apologises to the customer. The customer was billed on the lowest available tariff prior to the meter being installed. The customer has not suffered any out of pocket expenses that the company is aware of and has benefitted financially by the company waiving the charges. The company denies that the customer is entitled to further compensation.

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 the property on 29 July 2017 and a water account was set up in the customer's name, charging for water based on the rateable value of the property. The customer contacted the company on 29 August 2017 and requested a water meter be fitted. The company

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determined incorrectly that the property was on a shared supply and that a water meter could not be fitted externally or internally. The customer's account was then changed to the Single Occupier tariff.

2. In reviewing the evidence, I am satisfied that there have been numerous failures of the company to provide the services to the standard expected of a reasonable water provider. The company incorrectly determined the customer's property was on a shared supply. When it returned to the property and identified that the supply may not be shared, there followed a significant delay, from May to August 2018, for the company to gain access to the flat above in order to confirm whether the supply was shared. Whilst the company was reliant on the occupier of the other flat to agree to an appointment to confirm if the supply was shared, the company's defence does not indicate that the occupier of that flat was obstructive to the company's investigations in any way. The company failed to provide updates to the customer as advised, and I accept that this will have caused the customer some stress and frustration.
3. The company initially agreed to backdate the metered charges to the date the account was opened, leaving only the standing charge payable from 29 July 2017 to 20 August 2018. It then agreed to remove the entire bill from the account, effectively providing the customer with water services free of charge for a period of 13 months. The customer has requested further compensation. It is therefore necessary for me to determine if the compensation already provided is reasonable and proportionate to the company's failures, or if some further sum is warranted.
4. I note that the value of the waived bill is given as £332.22. In reviewing the bills provided by the company, I note that the opening bill, based on the rateable value of the property, totalled £229.65 for the period 29 July 2017 to 31 March 2018. When the customer's account was changed to the Single Occupier charge, a credit of £154.95 was applied for the rateable value charges from 17 October 2017 onwards. New Single Occupier charges were then applied of £84.75; the total bill at that time was £216.30, covering the period 29 July 2017 to 31 March 2018.
5. The customer's bill dated 18 July 2018 has been provided in the sum of £520.59. This bill shows a Guaranteed Standards Scheme payment of £20.00. It does not provide a breakdown of the charges making up the balance, however I note that a new year had commenced and that the bill would therefore include charges from April 2018 to March 2019. The bill dated 20 August

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2018, the date the water meter was installed, includes credits for the Single Occupier charges from 20 August 2018 to 31 March 2019. The outstanding balance was reduced to £321.58.

6. Finally, a second bill dated 20 August 2018 has been provided, including metered standing charges from 20 August to 30 September 2018, taking the account balance to £332.22.
7. I therefore find that the outstanding balance of £332.22 that has been waived consists of charges based on the rateable value between 29 July 2017 and 17 October 2017, the single occupier charges from 17 October 2017 to 20 August 2018, and the metered standing charge from 20 August to 30 September 2018.
8. I am satisfied that this breakdown of billing accurately reflects the charging schemes that the customer should have been charged on at each point of time. Until the meter survey was conducted, the customer had to be charged by reference to the rateable value of the property. For the period during which the company believed that the property could not be metered, the customer was placed on the appropriate assessed tariff. All non-volumetric charges were removed from dates after the meter was fitted. I am therefore satisfied that the value of the credit received by the customer has been properly calculated as £332.22, and that this is equivalent to receiving water services free of charge from 29 July 2017 to 20 August 2018, with a further credit covering the standing charge until 30 September 2018.
9. I acknowledge the poor customer service demonstrated by the company throughout the period of the dispute, and that this will have caused the customer some stress and inconvenience. I am satisfied that the company was entitled to charge the customer for water services during the disputed period. I am satisfied that the customer has therefore effectively received £332.22 in compensation.
10. In reviewing the Water Redress Scheme Guide to Compensation for Inconvenience and Distress (the Guide), I find that the issues experienced by the customer warrant compensation at Tier 2, between £100.00 and £500.00. The customer has not provided any evidence of any monetary loss, such as telephone records or a statement from the customer's employer indicating that he has lost wages by taking time off for the company's visits.
11. I find that there were a number of aggravating factors in how the company handled the customer's complaint, including delays in responding to the customer and failures to reply to

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emails, and the time taken to identify that the customer's water supply was not shared, despite his efforts to demonstrate this to the company. The company also failed to provide updates to the customer as agreed, and I note that the customer had to chase the company to receive confirmation that appointments had been booked in.

12. I consider that the failures and aggravating factors warrant compensation in the total sum of £400.00, reflecting the duration of the complaint, the initial error in identifying the supply as shared, the time spent by the customer in attempting to have this error corrected and a meter fitted, and the various delays and communication failures by the company. As above, I am satisfied that the compensation already received by the customer is properly quantified as £332.22. I therefore direct the company to pay the remaining sum of £67.78 to the customer.
13. The customer has also requested an apology. Whilst I note that the company has provided apologies within its defence, I am satisfied that a formal written apology is warranted. I therefore direct that an authorised representative of the company provide the customer with a written apology for incorrectly identifying the customer's supply as shared, the delay in rectifying this, and the poor customer service received by the customer during the complaint.

Outcome

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

Provide the customer with a written apology and £67.78 in compensation.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 16 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.

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- 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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A handwritten signature in black ink, consisting of a stylized, cursive 'A' followed by a long horizontal stroke that ends in a small flourish.

Alison Dablin, LLM, MSc, MCI Arb

Adjudicator

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