

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1046

Date of Decision: 24 December 2018

Complaint

The customers state that they had a water meter installed at their property in 2003. Their water usage has been more than expected of an average two person household due to their large garden pond that is home to approximately 200 fish. The pond is topped off on a regular basis and this costs an additional £300.00 per year in metered water charges. Therefore, last year, the customers requested that the company provide them with a discount for the water they use to top up their pond or revert them back to unmetered charges so that the water they use for the pond is not measured. The company denied the customers' requests and explained that (in accordance with its Scheme of Charges) the customers are no longer eligible to return to unmetered charges. The customers indicate that the company was rude and treated them like children. The customers are not satisfied with this situation and are now claiming for the company to provide an apology, a discount for the water they use for their pond or to revert them back to unmetered charges.

Defence

The company explains that its Scheme of Charges makes it clear that once a water meter has been installed at a customer's property, they have a 24 month window (at the time the customers' meter was installed this period was only 13 months) within which to revert to unmetered charging. If this window expires, the property cannot be reverted back to unmetered charging. The customers opted not to revert back to unmetered charging within the specified period. Accordingly, the customers cannot now revert back to unmetered charging. The company submits that its Scheme of Charges does not have a special discount rate for refilling ponds. Accordingly, it could not provide the customers with a discount as requested. The company apologises if the customers are displeased with its responses but it states that it has offered all appropriate advice to the customers to the best of its ability. The company states that, in light of all the above, it does not accept any liability for the customers' claims for redress.

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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 is under any obligation to provide the customers with a discount for the water they use for their pond or to revert them to unmeasured charges. Additionally, I am not objectively satisfied that the company has been inappropriate or rude in its responses to the customers.

Outcome

The company does not need to take any further action.

The customer must reply by 24 January 2019 to accept or reject this decision.

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ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /1046

Date of Decision: 24 December 2018

Party Details

Customers: [].

Company: [].

Case Outline

The customers' complaint is that:

- They had a water meter installed at their property in 2003.
- Their water usage is more than expected of an average two person household due to their large garden pond that is home to approximately 200 fish. The pond is topped off on a regular basis.
- The customers spend an additional £300.00 per year in metered water charges topping off the pond.
- Therefore, the customers requested that the company provide them with a discount for the water they use to top up their pond or revert them back to unmetered charges so that the water they use for the pond is not measured.
- The company denied the customers' request for a discount and explained that (in accordance with its Scheme of Charges) the customers are no longer eligible to return to unmetered charges.
- The customers indicate that the company was rude and treated them like children.
- The customers are not satisfied with this situation and are now claiming for the company to provide an apology, a discount for the water they use for their pond or to revert them back to unmetered charges.

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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 once a water meter has been installed at a customer's property, they have a 24 month window (however, at the time the customers' meter was installed this period was only 13 months) within which to revert to unmetered charging. If this window expires, the property cannot be reverted back to unmetered charging.
- The customers opted not to revert back to unmetered charging within the specified time period. Accordingly, the customers cannot now revert back to unmetered charging.
- The company submits that its Scheme of Charges does not have a special discount rate for refilling ponds. Accordingly, it could not provide the customers with a discount as requested.
- The company apologises if the customers are displeased with its responses but it states that it has offered all appropriate advice to the customers to the best of its ability.
- In light of all the above, the company does not accept any liability for the customers' 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.

The WATRS Scheme Rules provide detailed information on the process of adjudication, including the timing of the various stages. It is important for the smooth running of the scheme and fairness to all that time limits are respected and submissions made in good time to allow them to be properly

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considered as a part of the process. Furthermore, I must also draw attention to the fact that in accordance with the scheme rules, new complaints and evidence cannot be raised at the comments stage. Accordingly, I must disregard any new complaints and/or evidence introduced at the comments stage and will proceed accordingly.

How was this decision reached?

1. The crux of this dispute lies with the customers' belief that they should be entitled to have the company provide them with a discount for the water they use to top up their pond or revert them back to unmetered charges so that the water they use for their pond is not measured. The customers have complained to the company but it has concluded that it is not obliged to provide the customers with a discount or to revert them back to unmetered charging. The customers are not satisfied with this situation and are now claiming for the company to provide an apology, a discount for the water they use for the pond or to revert them back to unmetered 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. I note that the customer has raised new and additional claims in their comments. I must draw attention to the fact that, in accordance with the rules of this scheme, any new issues/claims raised at the comments stage must be disregarded by the adjudicator. I will proceed accordingly.
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 expressly states that customers have a two year window within which to revert to unmeasured charging after a water meter is installed. After this time, reversion to unmeasured charges will no longer be possible. I note that the company submits that back when the customers' water meter was installed in 2003, its Scheme of Charges stated that the reversion window was 13 months.
5. It is not disputed that the customers' water meter was installed in 2003 and that the customers opted not to request reversion to unmeasured charges until well after both reversion windows

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(13 and 24 months) had expired. Accordingly, I must conclude the company's decision (in accordance with its Scheme of Charges) that the customer is no longer eligible for reversion to unmetered charges does not amount to a failure to provide its services to the standard to be reasonably expected by the average person.

6. Furthermore, following careful review of all the submissions provided (with particular attention paid to the company's Scheme of Charges), I find that the company is under no obligation (contractual or otherwise) to provide the customers with a discount because they use water to top up their pond. Accordingly, I am unable to conclude that the company's refusal to provide the customers with a discount for their decision to use water for their pond amounts to a failure to provide its services to the standard to be reasonably expected by the average person.
7. I acknowledge the customers have stated that the company was rude and treated them like children. Upon close examination of all the submissions provided to me at the time of adjudication (with particular attention paid to the communications between the parties), I am not objectively satisfied that the company's responses to the customers were inappropriate or rude. From the evidence provided, I find that the company provided detailed responses to the customers' concerns, explained its position with reference to its Scheme of Charges and made suggestions for schemes they might be able to use if they are struggling to pay their bills. Accordingly, overall, 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.
8. Following careful review of all the submissions provided, I am not satisfied that there are any failures on the part of the company. Consequently, in the absence of any failures on the part of the company, I am unable to uphold the customers' claims for redress.
9. This marks the end of the WATRS stage of the customers' complaint. The customers are not obliged to accept this decision and are free to pursue their complaint through any other resolution avenues as available to them.

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Outcome

The company does not need to take any further action.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 24 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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