

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1053

Date of Decision: 3 December 2018

Complaint

The customer states that it has received two large bills that can only be explained by an intermittently faulty meter. It requests that its bill be reduced to average levels for the two periods in which elevated usage has been billed, that the charge for replacing the water meter be cancelled because the original meter was faulty, and that compensation be paid for time spent on this matter.

Defence

The company argues that the water meter has been tested and found to be functioning properly, and that the customer has been billed correctly. The customer has received compensation of £100.00 for acknowledged customer service failings.

Findings

The company has satisfactorily established that the customer has been billed correctly, and that it has provided its services to the customer to the standard to be reasonably expected by the average person.

Outcome

The company does not need to take any further action.

The customer must reply by 4 January 2019 to accept or reject this decision.

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cancelled because the original meter was faulty, and that compensation be paid for time spent on this matter.

The company's response is that:

- The customer contacted the company on 27 September 2017 regarding the bill and was informed of elevated consumption.
- Tests confirmed that there were no leaks at the property.
- A supply check was undertaken that confirmed the previous water meter reading and that the customer's property was the only property supplied by the meter.
- The customer was informed that the meter could be tested, but that there would be a cost applied if the meter was found not to be faulty.
- The customer agreed to this cost and the meter was removed and tested by a third party.
- The test confirmed that the meter was measuring accurately.
- A leak was found on the pipe leading to the property, however this leak was before the meter and so would not have affected the meter's readings.
- The company states that the customer has been billed correctly, and that the charge for the replacement of the meter has been properly applied.
- The customer has received compensation of £100.00 for customer service failings.

The customer's comments on the company's response are that:

- Given the limited use of water at the property, it is not possible for the amount of water in question to have been used.
- The only possible explanation for the high periods of recorded usage is an intermittently faulty meter.

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.

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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 dispute between the parties concerns solely a factual matter: whether the high usage recorded by the original water meter at the customer's property reflects actual usage or was an error.
2. Both parties agree that the meter has been read correctly, that the recorded usage is correct in all periods other than the two high usage periods at issue in this dispute, and that there have been no leaks at the property that would be able to explain the recorded high usage.
3. The customer objects that given the limited use of water at the property and the isolated nature of the two periods of high usage, the only possible explanation for those periods is that the meter originally installed at the customer's property suffered an intermittent fault. That is, that while it often functioned normally, there were times at which it did not.
4. As the customer argues, intermittent faults do occur, and so it is clearly true that an intermittent fault is a possible explanation for the high usage recorded.
5. The company, however, emphasises that, at the customer's request, the original meter was replaced and was then sent for testing by a third party. The third party confirmed that the meter was recording accurately.
6. The customer rejects this test, arguing that if the fault is intermittent then all the test demonstrates is that the meter was working properly when tested. It does not demonstrate that the meter was working properly when it recorded high usage at the property.

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7. While the customer is correct that an intermittent fault would not necessarily have been detected by the test performed on the meter, it is important to emphasise how the burden of proof operates in the context of factual disputes. In many disputes, the evidence as to precisely what happened will be to some degree unclear, and the law addresses this uncertainty through what has come to be known as the “balance of probabilities” test. Under this test, the decision-maker must look at the evidence provided by the parties, and decide what is most likely to have happened based on that evidence. Importantly, this decision is only based on the evidence provided by the parties, and so is made with full knowledge that the evidence provided may in some way be misleading, or that there may be additional evidence that would justify a different conclusion. However, as a decision must be made, it must be made based on the evidence actually provided, not on the decision-maker’s unsupported speculations regarding what may or may not have happened.
8. The relevant standard, then, is only whether it is “more likely than not” that the meter was recording properly. To put it bluntly, even if it was 50.01% likely that the meter was measuring correctly, and 49.99% likely that it was not, the law requires that the meter be found to have been measuring accurately.
9. Given the evidence available in this dispute, I must find, therefore, that the meter was measuring correctly when it recorded high levels of usage at the property. If the meter had not been tested successfully, then this would reduce the evidence in support of the meter’s accuracy. Similarly, if the customer’s argument that an intermittent error was the only possible explanation for the recorded high usage was correct, then the fact that the meter was tested and passed would be unpersuasive.
10. However, while it is certainly possible that an intermittent fault existed in the customer’s original water meter, that is not the only possible or plausible explanation. There may, for example, simply have been taps left on for extended periods of time. Given the very low levels of usage of water at the property in normal circumstances, even something this minor would have sufficed to raise the customer’s water usage to the degree recorded by the meter. Alternatively, the water may actually have been used, but in ways of which the customer and its representative are not aware.
11. To be clear, I make no finding that these alternative explanations are correct, or that any similar explanation is correct. Rather, my finding is simply that given the investigations undertaken by

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the company, and the fact that the meter passed testing, it is more likely that the meter accurately recorded genuine water usage, than it is that there was an intermittent fault in the meter. This finding may ultimately be incorrect, but it is the finding justified by the evidence available in this dispute.

12. Consequently, the customer's claim for his bill to be reduced does not succeed.
13. I have also found, on the balance of the evidence, that the customer's meter was not faulty, and so the charge applied for testing the meter was applied correctly.
14. Consequently, the customer's claim for the charge for replacing the meter to be cancelled does not succeed.
15. The customer also requests that compensation be paid for time spent on this matter.
16. However, I note that the customer has already been paid compensation of £100.00 for customer service failures that the company has acknowledged occurred, and I find this amount to be reasonable with respect to those failings.
17. With respect to the additional time that the customer has spent on this dispute, I find that the company has acted reasonably, and so there is no basis for compensating the customer for time he has spent pursuing his claim.
18. Consequently, this element of the customer's claim does not succeed.
19. For the reasons given above, the customer's claim does not succeed.

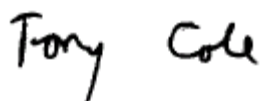
Outcome

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 4 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.
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Tony Cole, FCI Arb

Adjudicator

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