

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /0850

Date of Decision: 25 June 2018

#### Complaint

The customer states that she was billed unreasonably by the company prior to the installation of a water meter at her property. She requests that the company refund what she has been charged for the period before the meter was installed, in excess of a charge accurately representing her actual water use.

#### Defence

The company states that the customer has been billed correctly in accordance with its charges scheme, and that a water meter was installed promptly when requested by the customer. No offer of settlement has been made.

#### Findings

The company has billed the customer correctly, and installed a water meter promptly when requested to do so by the customer.

#### Outcome

The company does not need to take any further action.

The customer must reply by 23 July 2018 to accept or reject this decision.

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# ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /0850

Date of Decision: 25 June 2018

## Party Details

Customer: [ ]

Company: [ ].

## Case Outline

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

- She received no welcome letter after moving to her new property.
- She contacted the company and asked for a meter to be installed.
- She has been billed an excessive amount for the period before the meter was installed.
- She was told by the company that she should pay the bill relating to the period prior to installation of a water meter and would then receive a refund, but no refund has been given.
- She requests that the company refund what she has been charged for the period before the meter was installed, beyond a charge accurately representing her actual water use.

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

- On 5 September 2017, it received notification that the customer had moved into the property within the past few days.
- On 7 September 2017, it sent the customer an unmetered bill, based on the rateable value of her property, of £684.72 for the period 1 September 2017 to 31 March 2018.
- On 8 September 2017, a welcome letter was sent to the customer, including reference to the possibility of switching to a water meter. This letter has not been returned by the post office.
- On 2 October 2017, the customer requested that a water meter be installed.
- On 3 October 2017, the company discussed a water meter with the customer. The customer also stated that she would not pay more than £35.00 for her unmetered bill.
- A water meter was fitted on 24 October 2017.

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- On 30 October 2017, a closing bill was sent for the customer's unmetered account, in the amount of £171.17 for the period 1 September 2017 to 24 October 2017.
- On 4 January 2018, the customer set up a direct debit, to replace previous arrangements, with the first payment being made on 29 January 2018. This was the first payment made by the customer.
- The company has removed a negative credit mark from the customer's credit file, even though no payment was received for the 30 October 2017 bill until 29 January 2018.
- The company argues that the unmetered bill was calculated correctly, and that a water meter was installed in a timely manner once requested by the customer.

**The customer comments on company's response that:**

- The amount she was charged by the company prior to the installation of a water meter was unreasonable.
- She moved into the property on 3 September 2017.
- She received no welcome letter.
- She queried the water bill she received and did not agree to pay it. She was told to set up payment, and that she would later receive a refund.

**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.

If the evidence provided by the parties does not prove both of these issues, the company will not be directed to do anything.

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. Sections 142-143 of the Water Industry Act 1991 allow water companies to charge customers in accordance with a charges scheme agreed with the Water Services Regulation Authority (Ofwat).
2. Section 4 of the charges scheme for the company that is applicable to the period in dispute expressly allows the company to charge customers in accordance with the value of the property to which water is being supplied.
3. Section 144A of the Water Industry Act 1991 allows customers to request that a water meter be installed, and Section 8(4) of the company's charges scheme requires that the company install the water meter by the "due date", which is defined in the charges scheme as being 50 calendar days.
4. The customer requested a water meter on 2 October 2017, and it was installed on 24 October 2017, 22 days later. The company, therefore, met its obligation regarding the installation of the water meter.
5. Section 8(3) of the company's charges scheme specifies that when customers have requested a water meter, they will remain on their original charging basis until a water meter is actually installed.
6. Therefore, the customer was correctly billed on the basis of the rateable value of her home until 24 October 2017.
7. The customer states that she moved into the property on 3 September 2017, and the company has billed her for the period 1 September 2017 to 24 October 2017.
8. However, the customer has provided no evidence supporting her statement that she moved into the property on 3 September 2017, and there is no record of her having raised this objection prior to her comments on the company's response.
9. As result, there is no evidence on the basis of which I can find that the company has incorrectly billed the customer for days in which she was not resident in the property.

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10. The customer also argues that she received no welcome letter from the company, and indicates that this means she was not advised in a timely manner that she could request a water meter be installed.
11. The company has produced evidence that a welcome letter was sent to the customer.
12. Nonetheless, even if it were found that the company did not send a welcome letter to the customer, the customer nonetheless has acknowledged that she received a bill from the company in early September, requesting that she pay £684.72. This bill expressly advises the customer that she is able to request that a water meter be installed, so that she will be billed “based on the actual volume of water you use instead”.
13. As a result, I find that the company advised the customer in a timely manner of her ability to request a water meter.
14. The customer also argues that she was told by the company that if she paid her bill, the correctness of which she challenged, she would subsequently receive a refund relating to the period before a water meter was installed.
15. However, while the company could voluntarily agree to such a refund, it is not legally obligated to do so, as noted above. In addition, the customer was already legally obligated to pay the bill sent to her by the company, and so even if it were found that the company made such a statement to the customer, it is not bound by that statement, contractually or otherwise, as the customer did not herself commit to taking any action other than an action she was already legally obligated to take.
16. For the reasons given above, I find that the company has correctly billed the customer, and the customer remains obligated to pay the bill presented by the company.

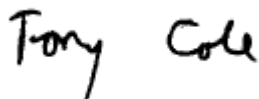
#### **Outcome**

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 23 July 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.
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**Tony Cole, FCI Arb**

**Adjudicator**

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