

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1109

Date of Decision: 18 December 2018

#### Complaint

The customer submits that the company informed him that there were leaks at his property. The company advised that these were tiny insignificant leaks. He resolved the leaks straightaway after each visit. However, consumption remained high until the meter was replaced on 6 June 2018. The company has offered a leakage allowance; however, he does not want to use his one-off leakage allowance. The customer requests that £1,000.00 in overcharges be removed from the account and that the company pay the sum of £1,000.00 to cover the cost of a replaced boiler.

#### Defence

The company submits that as part of routine checks, on 24 March 2017, it identified a higher than normal consumption read. It visited the property and found no company-side leaks but investigations indicated an internal leak on the customer's side. It advised the customer to check for leaks. Investigations following a subsequent visit on 26 April 2017 indicated that the customer had fixed the leak. However, just over a year later another routine meter read identified high consumption. All checks pointed to a leak on the customer's premises. The customer declined to have the meter tested. During the period 30 April 2018 to 6 June 2018 the customer made it aware that leaks had been repaired at the property, including one under the kitchen floor. Average Daily Consumption (ADC) reduced sharply from 0.60m<sup>3</sup> to 0.22m<sup>3</sup>. The customer still believed it was billing him inaccurately, so it replaced the meter free of charge on 6 June 2018. The first two readings after the meter was replaced showed an ADC of 0.17m<sup>3</sup>. This was within a similar range to the final reading on the old meter, indicating no faults with the new or original meter. Internal leakage had caused increased recorded consumption. Once the leaks were repaired, consumption reduced accordingly. By way of apology for failing to complete extra weekly meter reads, it offered to the customer £322.00 and his one off leakage allowance, should he wish to proceed, would not be affected.

#### Findings

The company is legally only responsible for the water main and the communication pipe from the water main to the boundary of a property. Property owners or occupiers are responsible for private pipework. Once an issue has been identified on private pipework, any repairs are the responsibility of the customer. The evidence submitted indicates that any high consumption could be explained by internal leaks in the customer's property, which are the

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responsibility of the customer. It is not in dispute that there were a number of leaks at the property which the customer repaired. Meter readings show that the ADC reduced significantly before the meter was replaced. The customer has not shown that the company is legally responsible for high consumption billed, and is liable to remove charges from the account or pay for the cost of a replacement boiler. The company accepts that it failed to complete additional weekly meter reads. The company has failed to provide its services to the customer to the standard to be reasonably expected in this regard. The company's offer of £322.00 is fair and reasonable in the circumstances.

#### Outcome

The company needs to take the following further action:

I direct that the company pay the customer £322.00, if it has not already done so. The customer's one-off leakage allowance should not be affected by this payment.

The customer must reply by 21 January 2019 to accept or reject this decision.

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# ADJUDICATOR'S DECISION

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Date of Decision: 18 December 2018

## Party Details

Customer: [ ]

Company: [ ].

## Case Outline

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

- The company visited his property in March 2017, investigated and confirmed that there was a tiny insignificant leak. No other leaks were found. He resolved the leak in April 2017.
- In April 2018, following another visit to the property, the company confirmed that there may be a leak on the meter. He was advised that it was a tiny leak costing around £0.01 per day and that that would not be causing the high bills being billed. He also repaired this leak straightaway.
- However, consumption remained high long after the tiny leak was repaired in April 2017, until the meter was replaced on 6 June 2018. Consumption has now decreased to what is average for two occupants at £0.30 per day.
- The old meter was disposed of so it could not be tested.
- The company has offered a leakage allowance but he does not want to use his one-off leakage allowance.
- The customer requests that £1,000.00 in overcharges be removed from the account and that the company pay the sum of £1,000.00 to cover the cost of a replaced boiler.

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

- As part of a routine check, on 24 March 2017, its meter reader identified a higher than normal consumption read of 2395m<sup>3</sup>. This prompted further checks to firstly identify any leaks on its assets, which is its responsibility, and secondly, identify any leaks on premises, which is the customer's responsibility.

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- It visited the property on 27 March 2017, and found no company-side leaks. When the internal branch stop tap was isolated at the property the meter stopped moving, suggesting an internal issue. The customer confirmed that he had recently fixed a small leak on a toilet by then. This is evidenced by a reduction in Average Daily Consumption (ADC) from 0.72 m<sup>3</sup> on 24 March 2017 to 0.62 m<sup>3</sup> on 27 March 2017.
- However, it advised the customer to check all toilets as a minimal leak was still being recorded. A subsequent visit on 26 April 2017 confirmed there was now no movement on the meter, consistent with a leak on premises being fixed.
- Just over a year later on 6 April 2018, another routine meter read identified high consumption. It repeated investigations and again found no leaks on its side. All checks pointed to a leak on the customer's premises. Small leaks were found from toilets and it also suggested that the customer check his property, including any outbuildings.
- All evidence confirmed the meter was recording correctly. However, to provide more assurance to the customer regarding billing accuracy, it gave him the option of having the meter tested. The customer did not return the Meter Accuracy Test acceptance form, and in an email dated 25 May 2018 he stated, "I strongly suggest you stop this meter testing thing".
- During the period of 30 April 2018 to 6 June 2018 the customer made it aware that leaks had been repaired at the property, including one under the kitchen floor. ADC reduced sharply from 0.60m<sup>3</sup> to 0.22m<sup>3</sup>.
- The customer still believed it was billing him inaccurately, so it made a decision to replace the meter free of charge on 6 June 2018 and the old meter was disposed of. The first reading in September 2018 and second reading in October 2018, showed an ADC of 0.17m<sup>3</sup>. This was within a similar range to the final reading on the old meter, indicating no faults with the new or original meter.
- Its site visits and investigation found that the root cause of high consumption was leakage in the customer's property. The customer repaired leaks in toilets and also under his kitchen floor and consumption levels improved in line with the timing of these works. In the case of both meters, internal leakage had caused increased recorded consumption. Once the leaks were repaired, consumption reduced accordingly.
- In preparing this Defence, it arranged for an additional meter read on 21 November 2018. The recorded consumption since installation of the new meter on 6 June 2018 is 33 m<sup>3</sup>. ADC is 0.195m<sup>3</sup>.

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- By way of apology for failing to complete extra weekly meter reads, a gesture of goodwill was offered to the customer of £322.00. This would reduce his current balance from £538.29 to £260.58 and his one off leakage allowance, should he wish to proceed, would not be affected.

### 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. I must remind the parties that adjudication is an evidence-based process.
2. 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

### ***High consumption***

3. In his Comments on the Defence, the customer submits that there are two occupants in the property. However, I am mindful that the evidence shows that during the period of the complaint

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the company was advised that the property was occupied by a single occupier. The customer does not clarify the matter.

4. I accept the company's submission that it is legally only responsible for the water main and the communication pipe from the water main to the boundary of a property. Property owners or occupiers are responsible for the supply pipe, which runs from the boundary of the property to the property and all the pipework, fixtures and fittings inside the property.
5. Once an issue has been identified on private pipework, any repairs are the responsibility of the customer.
6. It is not in dispute that there was higher than expected consumption – for a one or two person household, being recorded at the property.
7. Having carefully considered all of the evidence provided, I accept the company's submission that the evidence indicates that any high consumption could be explained by internal leaks in the customer's property, which are the responsibility of the customer.
8. No evidence has been submitted to this adjudication to show that there were leaks on the company's side of pipework. The evidence supports the company's submission that during its investigations on 27 March 2017, when the internal stop tap was isolated there was no movement on the meter. I accept, on a balance of probabilities, the company's submissions that this would suggest an internal issue. During the 27 March 2017 visit, the customer advised the company that he had undertaken repairs to a toilet in the property. The evidence also indicates further repairs had been undertaken by the customer as recommended by the company, as following the company's subsequent visit on 26 April 2017, there was no movement on the meter.
9. However, subsequent meter readings show that high consumption was still being recorded on the meter. Further movement on the meter that indicated a leak was also identified in April 2018. The customer does not dispute that during the period of 30 April 2018 to 6 June 2018, he advised the company that leaks had been repaired at the property, including one under the kitchen floor.

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10. The company has submitted in evidence meter readings for the property from 2015 to 2018. These meter readings show that the ADC reduced significantly from a high of 1.00m<sup>3</sup> to 0.22m<sup>3</sup>, *before* the meter was replaced on 6 June 2018.
11. As consumption decreased significantly before the meter was replaced, I accept the company's submissions, on a balance of probability, that an internal leakage or leakages had caused the high consumption recorded.
12. The customer does not dispute that he declined to have the old meter tested. As the meter readings following the installation of the new meter show readings of 0.17m<sup>3</sup>, 0.17m<sup>3</sup> and 0.19m<sup>3</sup> in September, October and November 2018 respectively, I also accept the company's submissions that these readings were within a similar range to the final reading on the old meter, and indicate no faults with the new or old meter.
13. I note the customer's submissions that any leaks were minimal. However, the evidence indicates that there was a significant leak or leaks at the customer's property.
14. For the avoidance of doubt, there is no evidence to show that the company is under an obligation to monitor customers' consumption and notify customers if it considers that their usage is higher than expected. Customers share the responsibility to check their consumption by taking regular meter readings. Customers should not solely rely on bills and/or their provider to alert them to high consumption.
15. Consequently in view of all of the above and in the absence of any substantive evidence showing otherwise, I find the customer has not shown that the company is legally responsible for high consumption billed. The customer has not shown that the company is liable to remove £1,000.00 of charges from the account or pay him the sum of £1,000.00 to cover the cost of a replacement boiler. Accordingly, the customer's requests in these regards are unable to succeed.

### ***Customer service***

16. The company accepts that it failed to complete additional weekly meter reads. I find that the company has failed to provide its services to the customer to the standard to be reasonably expected. However, I note that the company has offered customer £322.00 as an apology. I

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note that the company has also confirmed that the customer's one-off leakage allowance would not be affected. I find that this is fair and reasonable in the circumstances. I therefore direct that the company pay the customer £322.00, if it has not already done so.

### Outcome

The company needs to take the following further action:

I direct that the company pay the customer £322.00, if it has not already done so. The customer's one-off leakage allowance should not be affected by this payment.

### What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 21 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.
- 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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**U Obi LLB (Hons) MCI Arb**  
**Adjudicator**

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