

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1146

Date of Decision: 25<sup>th</sup> January 2019

#### Complaint

The customer states that the company has overcharged him for his household water due to the fact that a faulty meter was installed at his property. He claims that his bills were significantly lower after the installation of a new meter in September 2017 and that this supports his concerns that he was previously being overcharged. He states that he had been concerned for some time that the old meter was faulty.

He claims £328.66 in compensation.

#### Defence

The company changed the meter at the property of the customer after the customer complained that he believed the old meter was faulty. The company had a calibration test carried out on the old meter after it was removed and discovered that it was under recording the volume of water used by the customer. The company states that the reduction in the customer's bills may be due to seasonal water usage and the increased consciousness of the customer as to how much water he is now using. The company does not believe that compensation is due in the circumstances.

The company has not made an offer of settlement.

#### Findings

The company has acted in accordance with its legal obligations and has provided the customer with an acceptable standard of service and customer care. The evidence does not support a finding of fault on the part of the company.

#### Outcome

The company does not need to take any further action.

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The customer must reply by 2<sup>3rd</sup> February 2019 to accept or reject this decision.

## ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /1146

Date of Decision: 25<sup>th</sup> January 2019

### Party Details

Customer: [ ]

Company: [ ].

### Case Outline

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

- He has been overcharged for his water usage by the company.
- The customer states that at his property, [ ], the meter he had until 1<sup>st</sup> September 2018 (the "Old Meter") was faulty and was causing his billing to be higher than it should have been.
- The customer claims that after a new meter (the "New Meter") was installed in September 2018 it became clear that the old meter was calculating his water charges wrongly.
- The customer asserts that the lower billing and lower water usage after the installation of a New Meter indicates that the previous meter was indeed faulty and that he was being overcharged.
- The customer states that he was aware that the old meter was turning slowly even when there as no water being used in his property.
- The customer states that he has calculated that he has been overcharged by £328.66.
- The customer seeks a direction that the company give him an allowance in the sum of £328.66 to compensate for this error.

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

- The company states that the old meter at the customer's property was checked on several occasions in 2016 and 2017 and found to be operating correctly.
- The company states that the meter was eventually changed, and a new meter installed in September 2018.
- The company claims that the old meter was calibrated and found to have been under recording the actual water usage.
- The company states that because of this it has no reason to find that an overpayment was made by the customer as he has claimed.
- The company states that the lower water usage recorded on the new meter is potentially due to the customer now being more aware of his water usage.
- The company states that it has refused an allowance as it has not found any evidence that the customer was in fact being overcharged on the old meter.
- The company states that it does not believe that the customer's claim is substantiated.

### **The customer's comments on the company's response:**

- The customer states that the old water meter was turning around even when no water was being used, and this has not been explained. He reasserts his claim that the lower readings show that the old meter was overcalculating the water use.

### **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.

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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 central issue in this claim is whether or not the company should make an allowance to the customer for an alleged overcharge to the customer's account. One key point in that question is whether or not the old meter was under recording or over recording before it was replaced.
2. The customer's case is essentially that the new billing under the New Meter, installed from the 1<sup>st</sup> September 2018, is less and that this in itself shows that the old meter was over recording and causing the customer's billing to be higher than his actual water usage. The customer has submitted his calculations that between 17<sup>th</sup> April 2014 and 1<sup>st</sup> September 2017 his average daily usage (ADU) was 0.43 and that, in contrast, between 2<sup>nd</sup> September 2017 and 4<sup>th</sup> July 2018 his ADU was 0.29. The customer has calculated that this has resulted in an overcharge of £328.66 for the period until the meter was updated. The customer's calculations were sent in an email to the company dated the 9<sup>th</sup> January 2018.
3. The company does not accept the conclusions of the customer. It notes in its letter to the customer, dated 6<sup>th</sup> June 2018, that the old meter was tested and found to be under recording. It notes in this same correspondence that the customer's ADU did fluctuate before the old meter was changed and was as low as 0.33 ADU in January 2017. The company states that seasonal usage may vary and that this would account in some way for the dip in the customer's use after the new meter was fitted. I take in to account that the previous low reading in the winter of 2017 (i.e. after the summer period) does support the company's assertion that less water may be used during the winter months.
4. The company also states that the lower reading is potentially due to the fact that the customer is now more water conscious and is therefore using less. I note here that this is speculative and is not a conclusion that can be supported. Nevertheless, the central issue is not why the readings after the 2<sup>nd</sup> September 2017 are lower, but whether or not the customer was wrongly charged for the previous water readings taken by the old meter and whether or not that was due to a fault of the company.

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5. The company has provided evidence of calibration relating to the testing of the Old Meter. I have considered carefully this document. It relates to the testing of a meter on the 14<sup>th</sup> September 2017. I have cross checked the meter number on the calibration certificate, no: 03M13[     ], and note that it corresponds with the meter number on the customer's pre-September 2017 bills. The test results shown in the certificate detail the error in the calculation, which consistently under records the actual water usage. This Certificate of Calibration is compelling evidence in relation to the Old Meter.
6. I take into account that the customer has not directly challenged this evidence. I do appreciate that it is difficult for the customer in these circumstances to produce contrary evidence.
7. The customer has not referred me to any legislative or regulatory basis for his claim. I have looked carefully at these matters and cannot see that there is any such supporting legal or regulatory matters that assist the customer.
8. Regarding the customer's observations that the old meter was constantly turning even when no water was being used. There is no supporting evidence relating to this. I accept that this is what the customer experienced, but in light of the calibration evidence, while it is indicative that the machine was not working properly, it does not, on its own, support his case that the machine was over recording the water usage.
9. I must make my decision in this matter on the evidence before me. Whilst I accept that it is understandable for the customer to find that the lower bills, subsequent to the meter being changed, support his belief that he was being overcharged, I do not find that this is sufficient evidence to show that the company is at fault. In contrast, the company's Certificate of Calibration, which stands unchallenged, persuades me that the meter was indeed faulty but was not over recording the water usage, as the customer claims. I consider that while it is not possible to know why the ADU is overall less after the new meter is installed, I have noted that the summer period is not included in the calculations. I have noted that the company points to seasonal differences in water usage and that the customer does not directly challenge this point. I also note that the readings taken before September 2017 do seem to reflect the assertion that there are seasonal variations in water usage.
10. It follows, therefore, that I do not find that there is any overcharging in this case and that the company has not failed to provide its services to the standard to be reasonably expected.

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11. I consider that in relation to the customer service provided by the company, I find that the evidence shows that the company did react appropriately to the customer's concerns regarding his meter and did send out engineers to assess the meter. I note that the company did agree to change the meter, even after it was found to be without fault. I do also note that the customer was correct regarding the information given to him by the engineer, that the meter may be faulty. The company defence states that upon checking with the engineer this was verified. I do not find that there is any evidence of failings in the company's service or duty of care to the customer in dealing with his complaints about the meter.

12. I appreciate that the customer will be disappointed in this outcome. I am certain after carefully reading the notes that the customer's case is presented in good faith. However, I cannot find, on the evidence, that there is any fault on the part of the company.

#### **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 22 February 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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A handwritten signature in cursive script, reading "J J Higgins", on a light green background.

J J Higgins, Barrister, ACI Arb.

**Adjudicator**

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