

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1159

Date of Decision: 27 February 2019

Complaint

The customer submits the company has acted unfairly in billing him for water used over the past 15 years, when it failed to bill him at the time the water was used. He wants the company to waive the outstanding bill.

Defence

The company denies it is at fault. It asserts it has billed the customer correctly based on an accurate meter reading.

Findings

The customer has not proven any failing by the company.

Outcome

The company does not need to take any further action.

The customer must reply by 27 March 2019 to accept or reject this decision.

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ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /1159

Date of Decision: 27 February 2019

Party Details

Customer: []

Company: []

Case Outline

The customer's complaint is that:

- He has occupied the premises for 15 years and during this time the wholesaler has billed him using data recorded on an out-reader. He also has a meter inside the property.
- In June 2018 his meter was exchanged. The final read on his old meter was taken and this generated a very high bill, of approximately £3000.
- It transpired that the out-reader was faulty and it had been under recording his usage over the past 15 years.
- He asserts it is unfair for the company to bill him now for usage over the past 15 years.
- The wholesaler is responsible for the faulty out-reader and it is the wholesaler's fault he was not billed correctly.
- He wants the company to waive the outstanding bill of £3200.
- In his comments he says the company should have read the meter inside the property at an earlier date. He also complains the company has acted unprofessionally and chased payment whilst the dispute is ongoing.

The company's response is that:

- The customer's out-reader was faulty and under recorded water usage. However, the water meter recorded correctly throughout.
- In June 2018 the wholesaler replaced the water meter. At this time a final read was taken from the old meter. This generated a bill of £3102.66.

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- The customer has been billed based on his usage.
- It must bill the customer in line with the information on the central market operating system, unless otherwise instructed by the wholesaler.

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. In its response the company refers to decisions made by the wholesaler. In order to make a decision in this matter I must clearly distinguish between actions taken by the wholesaler and the duty owed by the retailer (the company) to its customers. Since the water market in England opened up to retailers in April 2017, all non-household customers have been moved to a wholesale/retail split service. As a result, a non-household customer now only has a relationship with the retailer. In turn, an adjudicator operating under the Water Redress Scheme may only make findings related to those things for which the retailer, as the party to the case, has responsibility, and not those things for which the wholesaler has responsibility.
2. It is not in dispute that the customer's out-reader was faulty and that it did not record his usage correctly. I note this equipment is the responsibility of the wholesaler.

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3. In June 2018 the wholesaler replaced the customer's water meter and in doing so, took a final meter reading. This meter reading was used to generate a bill, which is now in dispute.
4. The customer does not say the meter reading is incorrect or that he did not use the water as recorded, rather he considers it unfair to be charged for usage over 15 years that was not billed previously.
5. I am mindful that the company took over the customer's account in April 2017 and that it must bill him based on his usage as recorded on the meter.
6. The company has billed the customer based on the meter reading taken in June 2018. I find no fault in it doing so.
7. It is unfortunate that the customer has a large bill to pay unexpectedly; however, I find this circumstance has arisen because the out-reader was faulty. The company is not responsible for the out-reader and therefore I cannot find it at fault in this regard.
8. The company acted properly in putting the customer's dispute to the wholesaler, which reported the customer was liable to pay the charges. I appreciate the customer is unhappy with this outcome; however, I find it is through no fault of the company.
9. As the company billed the customer based on an accurate meter reading, I am satisfied it provided its services to the standard to be reasonably expected. Therefore, the customer's claim for the company to waive the outstanding bill is unable to succeed.
10. The WATRS scheme rules at rule 5.4.3 state that the customer cannot introduce new matters in their comments on the company's response; and "the adjudicator will disregard any such material if submitted." Therefore, while I note the customer criticises the company's actions in his comments, these are new complaints that I must disregard.

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 27 March 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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Justine Mensa-Bonsu, LLB (Hons), PGDL (BVC)

Adjudicator

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