

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1183

Date of Decision: 18 February 2019

#### Complaint

The customer received a high bill. The usage recorded has been inconsistent. The customer believes that the usage recorded is an administration error and she is not able to understand the reason for the usage spike. The company has made numerous errors and provided poor customer service. The customer requests the bill is recalculated at current usage levels and that she receives £500.00 in compensation for distress and inconvenience.

#### Defence

The company states that there is a period of unexplained high consumption between April 2017 and October 2017. The customer has advised that there were no leaks and no reason for the increasing in consumption. Consumption has since stabilised, indicating that the water meter was operating correctly and that the water actually passed through the meter. The company acknowledges the poor customer service provided and has applied a credit of £1,020.00 to the customer's account for this.

#### Findings

The customer's recorded water use remained stable until April 2017. After this point, it increased dramatically until October 2017. The use then dropped below the earlier recorded levels. This indicates that there was no fault with the water meter. The customer is liable for all water use recorded unless she can establish there was a fault with the meter. The usage recorded on the new water meter remains at the low levels. There was no evidence of a fault with the meter, and therefore no basis for a reduction in the water bill. The company did fail to provide the services to the standard expected of a reasonable water retailer. However, the company's credit of £1,020.00 was proportionate to the issues experienced and no further compensation was warranted.

#### Outcome

The company does not need to take any further action.

The customer must reply by 18 March 2019 to accept or reject this decision.

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# ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /1183

Date of Decision: 18 February 2019

## Party Details

Customer: [ ]

Company: [ ].

## Case Outline

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

- The customer received a high bill indicating a spike in consumption. The usage recorded has been inconsistent. The customer believes that the usage recorded is an administration error and she is unable to understand the reason for the usage spike. The customer's bills from before and after the disputed bill demonstrate that the spike in usage is not in line with normal consumption levels. The company has provided poor customer service, including providing a table referring to dates and meter readings that show the wrong years. No one can provide actual evidence of when the spike occurred as both the company and the wholesaler say that it was the other's responsibility to take meter readings. The company has difficulty getting things correct, even getting the first meter reading on the replacement meter incorrect.
- The customer requests the company cancel the disputed high bill and rebill her at her current usage levels, and £500.00 in compensation for distress and inconvenience.

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

- The company states that the customer contacted it on 6 December 2017 to advise of a large increase in her bill. The company advised her to perform a self-leak test and advised her of the location of her water meter. The customer contacted the company again on 29 January 2018 to advise of another high invoice. The wholesaler attempted unsuccessfully to contact the customer to arrange a supply check before this was cancelled. The customer's father contacted the wholesaler on 21 July 2018 to report a leak, before calling back on 25 July 2018 to advise

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that it was an issue with overestimated reads rather than a leak. The customer advised that the screen on the meter was damaged and a meter replacement was arranged. The meter was replaced on 5 September 2018. There is a period of unexplained high consumption between April 2017 and October 2017. The customer has advised that there have been no leaks at the property, and it is not aware of any reason for why there was an increase in consumption. Reads after October 2017 show that consumption has stabilised, indicating that the meter was operating correctly, and that water passed through the meter. The company acknowledges the number of issues encountered by the customer and the poor customer service provided. It has applied a credit of £1,000.00 to the customer's account as a gesture of goodwill, and a £20.00 credit was also applied in error. The company submits that the compensation of £1,020.00 is fair in light of the customer journey experienced by the customer. The account balance of £1,472.80 is due and payable.

### 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. The customer received a final invoice from RST Water dated 29 October 2016 in the sum of £288.46. The company then took over billing the customer from April 2017. A bill was issued by

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the company on or around 29 April 2017 in the sum of £280.37. A further bill was issued by the company on or around 27 November 2017 in the sum of £2,352.19. The customer disputes this bill on the basis that it is excessive when compared to the bills before and after it, and the spike in usage cannot be explained.

2. For the avoidance of doubt, at this point I shall set out the scope of the Water Redress Scheme in respect of the company. The company is a water retailer, billing the customer for the water services provided by the water wholesaler, RST Water. In order to make a decision in this dispute, 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 and accounts 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, the adjudicator operating under the Water Redress Scheme may only make findings related to those things for which the retailer, a party to the case, has responsibility, but not those things for which the wholesaler has responsibility.
  
3. From reviewing the evidence, I have collated each actual meter reading and the date, along with the period covered by that reading and the average daily usage (ADU) in m<sup>3</sup>. The two readings given by the customer in August 2018, highlighted in italics, may not be accurate due to the broken meter glass. The calculation of the ADU for the reading on 6 September 2018 is therefore calculated by reference to the earlier reading taken by the wholesaler on 3 October 2017.

Date	Reading	Taken by?	Days Covered	Usage	ADU	Comment
03/04/2013	1235	RST Water	-	-	-	
16/10/2014	1425	RST Water	561	190	0.34	
27/04/2015	1497	RST Water	193	72	0.37	
22/10/2015	1572	RST Water	178	75	0.42	
21/04/2016	1642	RST Water	182	70	0.38	
24/04/2017	1788	RST Water	368	146	0.40	
03/10/2017	2696	RST Water	162	908	5.60	
<i>13/08/2018</i>	<i>2719</i>	<i>Customer</i>	<i>314</i>	<i>23</i>	<i>0.07</i>	
<i>15/08/2018</i>	<i>2730</i>	<i>Customer</i>	<i>2</i>	<i>11</i>	<i>5.50</i>	

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Date	Reading	Taken by?	Days Covered	Usage	ADU	Comment
06/09/2018	2756	RST Water	338	60	0.18	Final reading on original meter
06/09/2018						Meter changed
06/09/2018	0	RST Water	0	0	-	New meter starter reading
18/09/2018	2	Customer	12	2	0.17	
22/09/2018	4	Customer	4	2	0.50	

4. It is clear from the table that the customer had consistent usage of around 0.40m<sup>3</sup> per day up to April 2017. There was then a dramatic increase to 5.60m<sup>3</sup> per day between April 2017 and October 2017. After this, the customer's use returned to levels lower than had been recorded prior to April 2017, averaging around 0.18m<sup>3</sup> per day. For the avoidance of doubt, the two readings in September 2018 are taken over such a short timeframe that the average daily use may be very inaccurate. However, the first reading after the meter was replaced on 6 September 2018, recorded after 12 days of use, shows that usage levels have remained consistent at the post-October 2017 level.
5. Where a customer has a water meter fitted, the company must charge the customer for water use as recorded on the meter. The company and the wholesaler may have a leakage allowance, applicable in limited circumstances. The company will also be able to depart from actual meter readings where a water meter is shown to be faulty, such as where the meter itself is leaking.
6. In this case, the evidence indicates that the original water meter was not faulty. The water use decreased after the spike to lower levels, and these lower usage levels have been confirmed on the new water meter. Had the meter been faulty, one would anticipate the level of recorded use to remain high until it was replaced. I find that the evidence indicates that the water use recorded on the meter did actually travel through the meter, and that some other factor is responsible for the spike in usage.
7. I am mindful that, prior to April 2017, the average usage was higher than the post-October 2017 levels. This trend of use is commonly seen where a slow leak has been present for some time

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before bursting and causing significant water loss. I acknowledge that the customer states that there has been no leak, however I find that this is the most likely explanation for the spike in usage, especially as the usage returned to lower levels after October 2018.

8. Notwithstanding that no clear explanation for the usage spike can be provided, I find that the customer will be liable for the cost of all water recorded on the meter unless she can demonstrate that the meter was faulty. For the reasons given above, the evidence indicates that there was no fault with the meter. I therefore find, on the balance of probabilities, that the usage recorded on the meter was accurate. There is therefore no reason for the bill to be reduced or waived.
9. The customer has also claimed £500.00 for the distress and inconvenience caused by the company. In reviewing the evidence, I find that the company has been substantially poor in how it handled the customer's complaint. This is clearly evident in the call note from the customer's first call on 6 December 2017 where the note records that the customer "wishes for a supply check for someone to check this out" whilst also recording that the representative would take "no further action". The use of estimated billing, despite the customer's contact, resulted in the customer receiving a Final Collection Notice for a balance of £6,110.72, although the customer had requested a supply check. The company also provided factual inaccuracies when advising the customer of key information, such as meter readings.
10. I am satisfied that the company did fall below the standard expected of a reasonable water supplier in how it handled the customer's contact and complaint. However, I note that the company has provided the customer with a credit in the total sum of £1,020.00. I find that this is reasonable and proportionate to the severity and the duration of the company's failures in respect of customer service. I am satisfied that this sum adequately reflects the level of distress and inconvenience felt by the customer over the duration of the complaint, being approximately 11 months.
11. In view of this, I find that the customer has been properly compensated for the company's failures. I am not persuaded that any further compensation payment is warranted in this case as I am satisfied that the company's credit is proportionate. For these reasons, I find that the customer's claim is unable to succeed. The outstanding balance, stated to be £1,472.80 at the date of the company's defence, has been found to be correct and payable by the customer.

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## 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 18 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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**Alison Dablin**, LL.M, MSc, MCI Arb

**Adjudicator**

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