

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1191

Date of Decision: 7 February 2019

Complaint

The customer received a high water bill. Previous water bills had been based on estimated readings. The customer disputes the change to actual readings without notice. He has been caused stress and inconvenience by the company.

Defence

The customer's water meter is in a locked cupboard requiring the key to access. It attempted to read the meter on two occasions, issuing a bill based on estimated reads when it was unable to gain access. It backdated the bill once it had obtained an actual meter reading, this representing the best value for the customer due to price rises each April. The high use was caused by a leaking shower that the customer was aware of. The company denies any liability to the customer.

Findings

The company was entitled to charge by reference to estimated meter readings when it could not access the meter. The use of estimated readings was clear on the bill and the customer could have provided an actual meter reading. The backdating of the bill did represent the best value for the customer. There was no basis to reduce the customer's bill. The company had not made any failure to provide the service to the standard expected.

Outcome

The company does not need to take any further action.

The customer must reply by 7 March 2019 to accept or reject this decision.

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ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /1191

Date of Decision: 7 February 2019

Party Details

Customer: []

Company: [].

Case Outline

The customer's complaint is that:

- The customer states that the company has estimated his bills since April 2016. An actual reading was taken in October 2017, resulting in a bill of £1543.58. The customer would have repaired a leak at his property sooner and been more efficient with his usage had the estimated bills not masked the problem. The customer's water meter is not in his property and the customer submits that the company should have contacted his housing association to gain access to the meter. The customer denies that any card requesting a meter reading was left. The company visited the customer's property and found no reason for the high usage. The customer confirmed that he had had a leak on the shower that had been repaired recently. The customer's latest usage appeared high for two people. The customer is complaining about the company providing estimated bills as this masked the leak at his property, and the failure to apply a leakage allowance. The customer is unhappy that the company changed from a bill based on estimated readings to one based on actual readings, without notifying the customer and backdating this.
- The customer requests the company cancel the water charges and provide £2,500.00 in compensation for distress and inconvenience.

The company's response is that:

- The company states that it estimated bills in October 2016 and April 2017 as it was unable to access the water meter. When the actual reading was taken in October 2017, the two estimated

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bills were cancelled so the charges could be apportioned from the date of the last actual reading, 13 April 2016. It is in the customer's benefit to do this as its charges will typically increase at the start of April each year. The company had previously cancelled an estimate for October 2015 and sent a revised bill in April 2016; on this occasion, the actual reading had been lower than the estimate, but the same principles applied. At the time of the estimated meter readings, the account was in the name of the Housing Association, but the customer was using the services and paying the bills. Bills were always sent directly to the property and stated that the readings were estimated. The customer had access to the meter and could have taken an actual reading during this time. The company is entitled to estimate a bill where it has been unable to take an actual reading, and it would have no reason to contact the Housing Association. It is the company's normal process to leave a card advising that it has been unable to read a meter, requesting the customer call it. The company confirms that, to date, it has not reported late payments to credit reference agencies. There is currently no payment plan in place and the outstanding balance remains payable. The customer had a leak on the shower repaired before the company visited, indicating that he was aware of the leak. Even if it was the company's October 2017 bill that alerted the customer to the leak, it still took until August 2018, a period of 10 months, for him to arrange the repair of the leak. The internal pipework of a property is entirely the responsibility of the customer to fix. The cause of the high usage was a leak on the customer's shower which he was aware of. This is a private issue and no allowance is due. The outstanding charges remain correct and payable. The customer has not provided details of why he feels he has been caused distress or inconvenience.

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 customer received a bill dated 10 October 2017 for £1,543.58. This was based on the water use recorded on the customer's water meter between 13 April 2016 and 6 October 2017. The company had previously issued two estimated bills dated 25 October 2016 and 27 April 2017, using estimated meter readings based on the customer using around 31m³ per year.
2. The customer has disputed the company's use of estimated meter readings and the change to actual readings.
3. The customer has stated that he did not sign any contract with the company directly, and that it had been billing the customer in the name of his housing association.
4. I am mindful that the company does not provide water services to customers under a contract. The supply of water services and the right to charge for these is governed by the Water Industry Act 1991, by reference to a Charges Scheme that is agreed with Ofwat.
5. In this case, I am satisfied that the company sent all bills directly to the property and that the customer had been paying these. Whilst the customer's name was not on the water account, I am satisfied that he is the party using the water services as the occupier, and that he is liable for the water use for the property 1 Green Barn.
6. In respect of the use of estimated meter readings, I find that the company is entitled to use estimated meter readings where it is not able to obtain actual readings. The company has referred me to its Charges Scheme, at Section 11(3). This states that "The record by the meter of the volume of water supplied shall be taken by RST Water as nearly as practicable on the corresponding day of each billing period. Where a reading is not taken for any reason RST Water may calculate a bill based on an estimate of the volume of water supplied. Where a bill has been calculated on the basis of such an estimate, the consumer may read the meter himself and provide the reading to RST Water. Provided the consumer provides such a meter reading

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within 28 days of the date of the bill, RST Water shall issue an amended bill based on that reading.”

7. I note that the bills dated 25 October 2016 and 27 April 2017 both clearly state in the explanation of the charges that the “Type of reading” was “Estimated”.
8. I also note that the company was unable to take meter readings due to the meter being in a cupboard that was locked with no key available. The company’s evidence indicates that it attempted to take meter readings on 19 October 2016 and 20 April 2017.
9. I acknowledge the customer’s submission that the company did not leave any note requesting that he provide a meter reading. I also acknowledge that this is the company’s standard process, however I find that no evidence has been provided to show that the company did actually leave these notes at the customer’s address.
10. The customer has confirmed that he is disputing the October 2017 bill on the basis that this was the first time that he learned about the high bill. He accepts responsibility for any delay in arranging an investigative visit after this time. The customer also confirms in his comments that he accepts responsibility for the leak and did not request a leakage allowance.
11. It is therefore necessary for me to determine whether the customer is responsible for the October 2017 bill and if there is any reason for the balance to be waived.
12. I find that, where a property is fitted with a water meter, the customer will be responsible for all water use that is recorded on that meter, unless it can be demonstrated that the meter was faulty.
13. As above, I find that the company was entitled to charge the customer based on estimated meter readings. Whilst the company may not have left notes requesting the customer provide a meter reading, I find that it was clear from the customer’s bills that they were based on estimated readings.
14. I acknowledge that the customer disagrees with the company that the cause of the high usage was the leak to the shower, stating that it was inefficient use of water. However, I also note that the customer’s bill dated 13 April 2016 was based on an actual meter reading that was lower

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than a previously estimated bill. I am also mindful that the company will use previous actual meter readings when estimating the likely usage at a property, and that the customer's later estimated bills will therefore largely mirror the customer's actual use up to 13 April 2016.

15. It follows that the customer's water use increased greatly between 13 April 2016 and 6 October 2017, either by a significant change in how the customer used water, or through the leak to the shower. In light of the scale of the change, I find it to be more likely than not that the increase related in the majority to the leak on the shower. I also accept, on the balance of probabilities, that the customer was aware of this leak.
16. I am therefore satisfied that the company was entitled to charge the customer by reference to estimated meter readings where it was not able to gain access to the water meter. The customer did not provide actual meter readings although his bills were clear that they were based on estimated readings.
17. I accept that the customer has benefitted from the estimated bills being removed from the account as the October 2017 bill was calculated based on the Charges Scheme as it was in April 2016, rather than the increased charges contained in the Charges Scheme applicable from April 2017.
18. I find no failure in the company to provide the services to the standard of a reasonable water supplier. I am satisfied that the customer was aware, at all times, that his bills were based on estimated values and that the actual meter readings may be different. The company had no way to notify the customer that a bill based on actual readings would be significantly different; however, the customer had access to the water meter at all times to confirm the accuracy of the estimated readings. I therefore find no basis for the October 2017 bill to be reduced or waived as this is based on the customer's actual water use.
19. Turning to the customer's claim for compensation for distress and inconvenience, I note that he clarifies in his comments that he was caused stress due to "spending hours and hours dealing with this issue and inconvenience from handling calls, whilst I'm busy in the hospital".
20. I am mindful that, as above, the October 2017 bill has been found to be correct and due and that it was appropriately calculated, with there being no basis for the bill to be reduced. In reviewing the company's customer services, I find that it arranged for a second meter reading to be taken

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once the customer queried the high bill. When the company was unable to gain access, it requested on 16 December 2017 that the customer take a reading and provide this to it, and that it could then test the meter if it was still showing high consumption.

21. There were then significant delays in arranging for an appointment for the company to attend; however, I find that the company was not the cause of these delays. It was only in August 2018 that the customer provided dates for a visit, but the company did not have appointments for the customer's requested dates. However, I find that this was clearly communicated to the customer in advance, enabling the customer to provide later dates that he was available and for the appointment to be booked in for 8 September 2018.
22. I accept that the customer has experienced some stress and inconvenience as a result of the high bill, however I am not persuaded that this has been exacerbated by any action taken by the company. The stress and inconvenience appear to have been a knock-on effect of the high recorded usage and that it was necessary to confirm the accuracy of the readings and try to identify possible causes of the high readings. I am not persuaded that the company has made any failure provide its customer service to the standard reasonably expected.
23. For the reasons given above, the customer's claim is unable to succeed.

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 7 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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A handwritten signature in black ink, consisting of a stylized, cursive 'A' followed by a long horizontal line that ends in a small flourish.

Alison Dablin, LLM, MSc, MCI Arb

Adjudicator

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