

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1197

Date of Decision: 12 February 2019

Complaint

The customer received a high bill. They do not accept that the volume of water recorded on the meter is accurate. They request that the bill is adjusted to reflect the actual amount of water that passed through the meter.

Defence

The customer's high bill was based on an actual meter reading. The company arranged for the wholesaler to visit for a broken stop tap. No leak was indicated at that time. There was a private sub-meter on the property that may explain the additional usage. The meter is no longer available for testing due to the passage of time. The wholesaler has declined an allowance based on its notes from the site visit.

Findings

The wholesaler visited the property and the notes state that there was no leak. The meter was replaced as part of the standard process when replacing a stop tap. The replacement stop tap was booked in as a non-priority appointment, further indicating there was no leak. The sub-meter indicated that properties that had once formed part of the site may use water from the customer's connection, however this would be for the customer to investigate. There was no basis for a leak allowance to be provided or a reduction in the bill to be calculated.

Outcome

The company does not need to take any further action.

The customer must reply by 12 March 2019 to accept or reject this decision.

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ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /1197

Date of Decision: 12 February 2019

Party Details

Customer: []

Company: [].

Case Outline

The customer's complaint is that:

- The customer received a high bill. They do not accept that the volume of water registered on the meter is accurate. The metered supply has third party usage registering on it for properties that were once part of the farm but have since been sold. The bill included a number of estimated meter readings and the meter was not read for some time. The company is unwilling to grant a leakage allowance as there have been no signs of a leak. The customer maintains that they have not used the water and they do not believe that any of the sub-meter connections could have used this volume of water either.
- The customer requests that the bill is adjusted to reflect the actual amount of water that passed through the meter.

The company's response is that:

- The company states that the customer had a bill issued on 2 December 2017. The customer then contacted it on 11 December 2017 to advise that she could not turn the stop tap off to complete a leak test. The company requested the wholesaler, [] Water, attend and repair the stop tap. The site visit took place on 4 January 2018. The wholesaler has advised that there was no evidence of a leak but that there was a private sub-meter on the property that had been switched off. The company therefore confirmed that the bills were correct and due in full. The customer advised in May 2018 that they believed the meter was faulty and had not been recording use correctly. The customer stated that, when the technician attended, the meter

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continued to turn even when the water was off. The current meter readings on the customer's new meter show consumption has reduced. The company submitted a request for an allowance to the wholesaler on 30 May 2018 however this was rejected by the wholesaler who advised that the meter was not replaced due to a leak or fault. The wholesaler did offer for the meter to be tested, but when the company queried this, they explained that they no longer had the meter due to the time that had elapsed. The wholesaler declined an allowance based on their notes from the site visit to replace the meter. The wholesaler provided information on the submeter and advised that the main meter was not moving at the time of the visit. The wholesaler confirmed that they had received an application for a new connection to the main but did not confirm if this was on the same supply, advising that it was suggested that this was the case.

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's water meter was replaced on or around 12 July 2016. At this point, a reading of 0 was taken. The customer was billed based on estimated readings until an actual meter reading was taken on 9 November 2017 of 2517. The water meter was replaced on or around 8 February 2018 and the final meter reading was 2774.

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2. In respect of the frequency of the meter readings, I find that the wholesaler was required to read the meter once per year. After the non-household water market was opened up in April 2017, the retailer was obliged to read the meter twice a year. I find that the initial reading of 0 represents the reading for the year 2016/17, and that the reading on 9 November 2017 represents the first reading taken by the water retailer. I am not persuaded that the company or the wholesaler has failed to read the water meter in accordance with its obligations.
3. The customer disputes the validity of the high bill, submitting that they have not used the amount water recorded by the meter. In essence, the customer is challenging the accuracy of the water meter readings.
4. At this point, it is useful to 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, [] 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.
5. In reviewing the evidence, I find that the customer contacted the company on 11 December 2017 to advise that they could not turn the stop tap off to conduct a leak test. The company arranged for the wholesaler to visit the property and this visit took place on 4 January 2018.
6. I note that the wholesaler's policy where a stop tap is inoperable differs depending on whether there are signs of a leak. Where the stop tap is not operable and there are possible signs of a leak, such as the meter moving, the wholesaler will raise a job for the stop tap repair at the earliest opportunity. Where there are no signs of a leak, the stop tap replacement will be raised as a low priority, taking 21 days or more to be completed.
7. I find that the job to replace the stop tap was raised on 4 January 2018, and that this was completed on 8 February 2018, indicating that a low priority job was raised. This is consistent

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with the technician's notes from the site visit on 4 January 2018 in which he stated, "Meter not moving when onsite".

8. I note from the company's evidence that it is the wholesaler's standard process for "the old meter ... to be cut out and a new meter and stop tap installed".
9. I find no indication from the evidence that there was a leak on the meter. I acknowledge the customer's submissions that her son witnessed the meter moving during the site visit, however I have no evidence of this. The customer has also only made reference to this from May 2018, whilst the company has provided notes made by the wholesaler's technician on the date of the site visit. I therefore find, on the balance of probabilities, that there was no evidence of a leak to the water meter in January 2018.
10. I note that the site visit on 4 January 2018 identified that, after the customer's water meter, a private meter was situated on a T-pipe, which was not in service. The customer was not aware of what this pipe served at the time of the visit. I also note that the wholesaler has advised that it has received an application for new water connections in relation to properties that had been part of the site, but which had been sold off. I find that it may be possible that these properties utilised water that had travelled through the customer's water meter. However, I find that this is a private matter between the customer and the owners of the relevant properties and is for the customer to investigate. The pipework exists after the company's water meter and relates to properties that formed a part of the site before being sold. I find that the company cannot be held responsible for the cost of water use by third party properties where this does not flow from any failure of the company, such as if it had incorrectly connected the properties to the customer's metered water connection.
11. I am mindful that, as the customer has a water meter, they will be liable for the cost of all water use recorded, unless they can demonstrate that there was a fault with the meter or there was a water burst that meets the wholesaler's policy for a burst allowance.
12. As above, I am satisfied that the wholesaler and the company did read the water meter as often as they were required to do so. There is no evidence that there was a leak on the meter or that the meter was moving when no water was being used. I note that the wholesaler did not retain the water meter, however I am mindful that this was removed in February 2018 but no issue with the meter was raised until May 2018. I am not persuaded that there was any reason for the

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wholesaler to retain the meter for testing where the only reason for its removal was that this is the standard process when replacing a stop tap.

13. The customer has requested that the high bill is adjusted to reflect the actual amount of water that has passed through the meter. For the reasons given above, I find that there is insufficient evidence to infer any fault with the water meter. I find that the company did request that the wholesaler grant an allowance, highlighting that usage on the new water meter is significantly lower. However, the wholesaler has refused this on the basis that no movement was seen on the water meter and the sub-meter provides a plausible explanation for the high usage. As above, I am not able to make any directions in respect of the wholesaler. I am also satisfied that the company has properly acted in accordance with the standard of a reasonable water supplier in how it has handled the customer's complaint, including pro-actively querying the basis for wholesaler's decisions. I therefore find that there is no basis under which I could direct the company to reduce the customer's bill, nor make any further request for an allowance from the wholesaler. The customer's claim is therefore 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 12 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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