

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1267

Date of Decision: 4 June 2019

Complaint

The customer states that she has been billed incorrectly by the company and has received poor customer service. She seeks an apology for being accused of criminality for removing a water meter; an apology for the company stating that cards had been left when meters were not read; an apology for her experience with the company; a refund of amounts that she has been overcharged; that her water bill be independently calculated, rather than by the company; that she not be required to pay the cost of a byelaw inspection; reimbursement of £200.00 for a day's annual leave used to allow the company to attend the property; and compensation for distress and inconvenience/harassment.

Defence

The company states that the problems that have occurred with the customer's bill have resulted from the customer's action of removing a water meter. It acknowledges that some customer service failings have occurred, but argues that it cannot offer the customer compensation for these errors until the entire dispute is resolved. No offer of settlement has been made.

Findings

The customer has not established that she is being billed incorrectly by the company or that she has been harassed by the company. The company has acknowledged that some customer service failings occurred, and I find that these are appropriately compensated now.

Outcome

The company needs to take the following further action: It must pay the customer compensation of £250.00.

The customer must reply by 2 July to accept or reject this decision.

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Date of Decision: 4 June 2019

Party Details

Customer: []

Company: []

Case Outline

The customer's complaint is that:

- She had a water meter fitted by the company a number of years ago.
- Two meters were installed due to the pipework arrangements, although the customer questions whether this was necessary.
- Both meters could be read remotely.
- 2.5 years ago, the customer had a boiler fitted. In the process, the technician adapted the customer's pipework and removed the second meter.
- The second meter still resides at her property.
- In her first call to the company regarding this matter she informed the company that a water meter had been removed.
- The customer questions why she has been receiving estimated reads, rather than actual reads.
- The company failed to read her meter with the regularity required.
- Her waste water fixed charge has risen without justification.
- The company has stated that it has performed an actual read of the second water meter, even though it has been removed.
- She should not have to pay for the byelaw inspection, as she personally did not remove the water meter. It was done by the company that installed the boiler.
- If she must pay for a byelaw inspection, she wants the inspection undertaken by an independent inspector, not by an employee of the company.

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- She states that she has been bullied and harassed by the company, particularly with respect to a statement by one of the company's agents that it was a criminal offence to remove the second water meter.
- Despite being told that her account would be put on hold pending resolution of the dispute, she continued to receive collection communications.
- She seeks an apology for being accused of criminality for removing a water meter; an apology for the company stating that cards had been left when meters were not read; an apology for her experience with the company; a refund of amounts that she has been overcharged; that her water bill be independently calculated, rather than by the company; that she not be required to pay the cost of a byelaw inspection; reimbursement of £200.00 for a day's annual leave used to allow the company to attend the property; and compensation for distress and inconvenience/harassment.

The company's response is that:

- On 2 March 2012, the customer contacted the company to request installation of a water meter.
- After an inspection on 13 April 2012 determined that two water meters would be required due to the configuration of the customer's pipework, two water meters were installed on 18 April 2012.
- When the company encountered difficulties reading the customer's meters in 2016, estimated readings were used.
- A reading taken on 7 February 2018 was attributed to the wrong meter, as the company was not aware that one of the meters had been removed by the customer.
- The company cannot confirm the correct level of the customer's bill until it has been able to confirm that the one remaining meter captures all of the customer's water usage. Once this has been done, if a refund is owed, it will be paid to the customer.
- If it is found that the one remaining meter does not capture all of the customer's water usage, alternative arrangements will be found.
- There is no independent body that will calculate the customer's water bill.
- The customer did not state in her first call about this matter that a water meter had been removed.
- Had the customer mentioned on this first call that a meter had been removed, a byelaw inspection could have been arranged at that time.
- It is an offence to tamper with a water meter.
- Although the customer was told on 18 September 2018 that a hold would be placed on her account, this was not done.

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- The company would never place a customer's account on hold in these circumstances, but would instead arrange a minimal payment plan.
- On 21 November 2018, the customer was again told that her account would be placed on hold, but again this was not done.
- The company would only make a gesture to the customer in recognition of these failures once the matter was concluded, but as the customer has not allowed a byelaw inspection to take place, the matter has not yet concluded.
- The customer was correctly informed on 12 December 2018 that her account was not on hold.
- Even if the remaining meter is capturing all of the customer's water usage, the evidence justifies a conclusion that amounts are still owed by the customer.
- The customer's wastewater charges have been calculated correctly.
- While the water meter may have been removed by a contractor, this contractor was working on behalf of the customer, and thus the customer remains liable for the removal of the meter.
- The company has apologised for the inaccurate information provided regarding calling cards being left, and a gesture of £30.00 has been applied to the customer's account.
- While this matter has taken a significant amount of time to resolve, this delay is ultimately the responsibility of the customer.
- The customer is welcome to arrange for a plumber to attend the byelaw inspection, but the inspection will be carried out by an employee of the company.
- The company has removed reporting of late payments from the customer's credit file, and the customer's account is currently on hold.
- The customer has been issued an invoice of £72.00, which is the cost of the byelaw inspection.

The customer's comments on the company's response are that:

- The customer reiterates her position and challenges specific items of evidence produced by the company.

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.

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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 has a wide-ranging dispute with the company, however the core of this dispute relates to the removal of a water meter by the customer. It is the consequences of this removal that have resulted in the remainder of the dispute.
2. While the customer states that she informed the company that a water meter had been removed when she first contacted it about her bill, the company has produced a copy of the call in question and the customer makes no reference to the removal of a water meter, but instead refers repeatedly to only having a single water meter. This inaccuracy by the customer was then compounded by an error by the company's agent, who did not recognise that two meters had been installed at the customer's property.
3. Nonetheless, while this latter error means that the company contributed to the subsequent situation, the customer bore primary responsibility for notifying the company that a water meter had been removed, as it was removed by a private party acting on her behalf. Had this information been provided to the company at this time, some of the subsequent difficulties would have been avoided.
4. The customer objects that she was told by an employee of the company that she committed a criminal act when the water meter was removed. The customer argues that this statement constituted harassment by the company, and she seeks an apology for being accused of criminality for removing the water meter.

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5. However, as stated by the company, it does constitute an offence to “tamper” with a water meter, and so the simple act of notifying the customer of this fact cannot constitute harassment. It might, of course, be that the particular manner in which such information is conveyed is harassing. However, that would be a question of fact, and no evidence has been provided from which I could reasonably conclude that the company’s agent did more than convey factual information to the customer regarding the legality of removing a water meter.
6. The customer argues that the removal was actually performed by an engineer, rather than personally by her. However, the engineer was working on behalf of the customer, and removed the meter with the customer’s knowledge. Thus, the customer retains responsibility for the engineer’s actions.
7. Consequently, this element of the customer’s claim does not succeed.
8. The customer also requests an apology for the company stating that cards had been left when meters were not read.
9. However, the company states that it has already apologised for this matter and has paid the customer £30.00 as a further apology. The customer has not denied that an apology has been made, and has acknowledged that £30.00 was removed from her bill.
10. The customer challenges the amount of compensation paid by the company, however I find that it is appropriate for the specific act complained of by the customer.
11. As a result, as an apology has already been provided, I do not find that a further apology is required.
12. Consequently, this element of the customer’s claim does not succeed.
13. The customer requests that her water bill be independently calculated, rather than being calculated by the company.
14. However, the company is responsible for its own billing, and there is no basis on which it can be ordered to allow this billing to be performed by another entity. The customer’s protection against

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incorrect billing lies in her ability to challenge her bills, ultimately through bringing a claim to the WATRS Scheme or court.

15. Consequently, this element of the customer's claim does not succeed.
16. The customer also requests reimbursement of £200.00 for a day's annual leave used to allow the company to attend the property.
17. However, the customer acknowledges that the company attended the property as agreed, and has not provided further justification for this claim or evidence that she experienced an actual financial loss. That is, the customer did not actually suffer a loss of income. Rather, the customer was required to use one day of her leave in a way that she did not wish to use it. While clearly displeasing, this does not constitute a compensable economic loss, any more than the customer would have suffered an economic loss if she had been forced to use a day of leave to file paperwork at a government office.
18. Consequently, this element of the customer's claim does not succeed.
19. The customer also requests a refund of amounts that she has been overcharged.
20. However, the company has reasonably argued that it cannot determine the correct status of the customer's billing until it has been able to perform a byelaw inspection to determine whether the single meter now in the customer's home is capturing her entire water usage. As it was the customer's action in removing the water meter that has created this difficulty, the company cannot be found responsible for any inability it is currently experiencing in producing a final and determinate bill for the customer.
21. Consequently, this element of the customer's claim does not succeed, on the basis that payment will subsequently be made if money is found to be owing to the customer once a final and determinate bill can be produced for the customer.
22. The customer also requests that she not be required to pay the cost of a byelaw inspection.

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23. However, as the byelaw inspection is required due to the customer's action of removing the water meter without the company's permission, I find that the company is justified in imposing this cost on the customer.
24. Consequently, this element of the customer's claim does not succeed.
25. The customer has also requested that if she is required to pay for the byelaw inspection, that the inspection be undertaken by a third party.
26. However, the company has a legitimate interest in ensuring that the inspection is undertaken correctly. In addition, the company has acknowledged that the customer may arrange for a plumber of her choice to attend the inspection to ensure it is carried out correctly, which I find adequately protects the customer's interests.
27. Consequently, this element of the customer's claim does not succeed.
28. The customer also requests an apology for her experience with the company and compensation for distress and inconvenience/harassment.
29. As argued by the company, a significant cause of the protracted nature of this dispute has been the customer's actions, including the removal of the meter without the company's permission, the failure to notify the company that the meter had been removed when she first questioned her bill, and her unwillingness to agree to the byelaw inspection.
30. I find that it would not be appropriate to award the customer compensation for the consequences of these actions, and this covers most of the inconvenience the customer has experienced. As discussed above, I have also found no basis in the evidence that has been provided to me for a finding that the company has harassed the customer.
31. Nonetheless, the company has acknowledged that it wrongly told the customer twice that her account was on hold, although on both occasions no hold was placed on the customer's account. The customer has stated that she experienced distress as a result of receiving collection letters despite having been told that she did not have to pay her bill yet, and I accept that this is true.

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32. The company argues that it does not address compensation for service failings until a matter has been completely resolved, and so will consider possible compensation later. However, these failings are discrete and completed, and so there is no justification for delaying payment of compensation simply because other elements of the dispute are ongoing.
33. In consultation with the WATRS Guide to Compensation for Inconvenience and Distress, I find that a payment of £250.00 would be fair and appropriate, given the distress that the customer experienced when contacted by a debt collection agency, the fact that the company placed late payment notices on the customer's credit file despite twice having told her that her account was on hold, but also that the customer was told that her account would not remain on hold relatively shortly after the two errors were made.
34. Consequently, the company must pay the customer compensation of £250.00 for failing in its duty of care.

Outcome


The company needs to take the following further action:

It must pay the customer compensation of £250.00.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 2 July to accept or reject this decision.
- If you choose to accept this decision, the company will have to do what I have directed within 20 working days of the date on which WATRS notifies the company that you have accepted my decision. If the company does not do what I have directed within this time limit, you should let WATRS know.
- If you choose to reject this decision, WATRS will close the case and the company will not have to do what I have directed.
- If you do not tell WATRS that you accept or reject the decision, this will be taken to be a rejection of the decision. WATRS will therefore close the case and the company will not have to do what I have directed.

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Tony Cole

Tony Cole, FCI Arb

Adjudicator

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