

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1298

Date of Decision: 28 March 2019

Complaint

The customer is unhappy with the final water bill for his previous property. Specifically, he blames the new tenant for the disputed water usage and believes that they did not provide a correct water meter reading for 31 July 2017 (the new tenant's opening water reading taken the day after the customer vacated the property). The customer complained to the company; however, after investigation, it is satisfied that the customer's final bill is correct and it has explained that it has no grounds to challenge the new tenant's meter reading for 31 July 2017. The customer is now claiming an apology, to be billed fairly and for the company to provide a refund for any overpayment.

Defence

The company does not accept that it has failed to provide its services to the standard to be reasonably expected by the average person. The company states that the customer has been correctly charged. It explains that because the customer failed to provide a final water meter reading it has no grounds to challenge the new tenant's meter reading for 31 July 2017. The company states that, in light of all the above, it does not accept any liability for the customer's claim for redress.

Findings

I am not satisfied that the evidence available shows the company has failed to provide its services to the standard to be reasonably expected by the average person. Based on the evidence provided, I find the company has demonstrated that it has charged the customer in line with its scheme of charges.

Outcome

The company does not need to take any further action. The customer is not obliged to accept this decision and is free to pursue resolution through all other avenues as available to them.

The customer must reply by 29 April 2019 to accept or reject this decision.

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- The customer is now seeking an apology, to be billed fairly and for the company to provide a refund for any overpayment.

The company's response is that:

- It does not accept that it has failed to provide its services to the standard to be reasonably expected by the average person.
- The company confirms that the customer failed to provide a final water meter reading before vacating his previous property. Accordingly, an estimated final bill was produced (in line with the company's scheme of charges).
- The company explains that if the customer had provided it with adequate notice prior to vacating his property, it would have done its best to assist him in obtaining his final meter read.
- Ultimately, the new tenant of the property provided an actual reading taken on 31 July 2017 (thus enabling the company to generate an accurate final bill for the customer in place of the estimated final bill). The company also followed this up with its own actual reading on 4 October 2017, which further verified that the new tenant's reading for 31 July 2017 was consistent with what would be expected.
- The company states that due to the customer's failure to provide an actual final meter reading, it has no grounds to challenge the reading for 31 July 2017 as provided by the new tenant.
- The company confirms that it offered the customer £250.00 as a gesture of goodwill in recognition of the length of time taken to deal with this issue. However, the customer did not accept this. The company confirms that it has provided the customer with all applicable GSS (Guaranteed Standards Scheme) payments.
- The company states that, in light of all the above, it does not accept any liability for the customer's claim for redress.

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.

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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.

The WATRS Scheme Rules provide detailed information on the process of adjudication, including the timing of the various stages. It is important for the smooth running of the scheme and fairness to all that time limits are respected and submissions made in good time to allow them to be properly considered as a part of the process. Furthermore, I must also draw attention to the fact that in accordance with the scheme rules, new complaints and evidence cannot be raised at the comments stage. Accordingly, I must disregard any new complaints and/or evidence introduced at the comments stage and will proceed accordingly.

How was this decision reached?

1. The crux of this complaint lies with the customer's dissatisfaction with his final bill. Specifically, the customer blames the new tenant for the disputed water usage and believes that they did not provide a correct meter reading for 31 July 2017. The customer complained to the company; however, after investigation, it is satisfied that the customer's final bill is correct and it has no grounds to challenge the new tenant's meter reading for 31 July 2017. The customer is now claiming an apology, to be billed fairly and for the company to provide a refund for any overpayment.
2. I remind the parties that adjudication is an evidence-based process and in order for any remedy to be awarded, the evidence must show that the company has failed to provide its services to the standard that would reasonably be expected of it.
3. At this juncture, I find it important to highlight that, in accordance with WATRS rule 3.5, it is entirely beyond the scope of this scheme for me to conduct/commission an investigation into the customer's claims that fraud has been committed by the new tenant (a third-party who is not a party to his adjudication). My remit as a WATRS adjudicator is only to examine whether the company has failed to provide its services to the standard that would reasonably be expected of it by the average person. I will proceed accordingly.

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4. I note it is common ground that when the customer vacated his previous property on 30 July 2017, he did not provide a final water meter reading to the company. Therefore, the company provided him with a final bill based on estimated usage. Subsequently, the company was provided with an opening meter reading for 31 July 2017 by the new tenant. Accordingly, the company was then able to issue the customer with an amended final bill based on the actual meter reading provided. I acknowledge that the company initially generated a final bill using estimated usage and then retrospectively amended this bill once it was provided with an actual water meter reading. I find that this is common water industry practice and expressly permitted under the company's set scheme of charges. For the avoidance of doubt, I find no obligation (contractual or otherwise) on the part of the company to attend a customer's previous property after they have vacated it in order to obtain an actual water meter reading.

5. I draw attention to the fact that by virtue of section 142 of the Water Industry Act 1991, the company is entitled to set its own scheme of charges and charge its customers in accordance with that scheme of charges. Therefore, I am unable to conclude that the company has failed to provide its services to the standard to be reasonably expected by the average person by setting its own scheme of charges and billing the customer accordingly.

6. Further to all the above, having reviewed the company's actions in response to the customer's concerns, I find that it conducted an appropriate investigation and ultimately confirmed that the customer had been charged correctly and (in the absence of any evidence to the contrary) there were no grounds for it challenge the new tenant's water meter reading for 31 July 2017. Furthermore, I note that the company has illustrated that this position was further strengthened when it took its own actual water meter reading at the property in October 2017, which confirmed that the new tenant's reading for 31 July 2017 was consistent with what would be expected. I am also mindful that the outcome of CCWater's (Consumer Council for Water) investigation was that, based on the evidence available, there were no grounds to challenge the new tenant's meter reading for 31 July 2017. I note that the company has also confirmed that it conducted a review of its actions in relation to this matter, paid all appropriate GSS payments to the customer and also offered him a gesture of goodwill in the sum of £250.00 in recognition of the length of time taken for this issue (however, the customer ultimately opted to decline this offer). Accordingly, having regard for the company's overall actions in relation to this matter, I am not satisfied that the company has failed to provide its services to the standard to be reasonably expected by the average person.

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7. In the interests of completeness, I acknowledge the customer's submission that the new tenant only provided the reading for 31 July 2017 in October 2017 and appears to allege fraud on the new tenant's part. As already detailed above, in accordance with rule 3.5 of this scheme, I am unable to comment on this element of the customer's claims.
8. Consequently, based on the available evidence, I am inclined to accept the company has demonstrated that the customer has been correctly charged in accordance with its scheme of charges. Accordingly, under the circumstances, I am not satisfied that the company's repeated confirmation that the customer has been correctly charged (and its position that it has no grounds to challenge the new tenant's water meter reading for 31 July 2017) amounts to a failure to provide its services to the standard to be reasonably expected by the average person.
9. Therefore, following careful review of all the submissions provided, I am not satisfied that the evidence shows any failures on the part of the company. Consequently, in the absence of any established failures on the part of the company, I do not uphold the customer's claims for redress.
10. This marks the end of the WATRS stage of the customer's complaint. The customer is not obliged to accept this decision and is free to pursue resolution through all other avenues as available to them.

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 29 April 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.



E. Higashi LLB (Hons), PGDip (LPC), MCI Arb.

Adjudicator

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