

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1319

Date of Decision: 14 May 2019

Complaint

The customer submits the company failed to ensure her landlord repaired a leak quickly, resulting in a very high bill. The company has not adjusted the bill correctly based on her usage and it has not taken into account payments she made at an earlier date. It has also provided poor customer service. She claims for the company to waive charges of £890.00 and pay £2500.00 for stress and inconvenience.

Defence

The company denies liability. It asserts it is not responsible for the landlord's delay in fixing a leak and it has billed the customer correctly. It denies it has provided a poor service.

Findings

The customer has not proven any failing by the company.

Outcome

The company does not need to take any further action.

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

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

The company's response is that:

- The customer moved into her property on 23 November 2015.
- In March 2016 it visited the property and found a leak on the customer's side. The customer said she would contact a plumber.
- It billed the customer in July 2016 and May 2017 based on estimated readings and chased the customer for non-payment. It billed the customer in October 2017 based on an actual meter reading. This resulted in a bill of around £15,000.
- It left letters with the customer about the leak.
- In January 2018 it wrote to both the customer and the landlord seeking they repair the leak.
- The leak was fixed in March 2018. In May it applied a leakage allowance and issued a revised bill of £894.01 for the period 23 November 2015 to 17 April 2018 based on the customer's average daily usage after the leak was fixed.
- As the leak was on private pipework and was not fixed within six weeks it did not have to offer a leakage allowance but it acted reasonably in doing so.
- It has billed the customer correctly.
- It did not receive any letters from the customer.
- The customer knew about the leak and it was either her or the landlord's responsibility to fix it. It denies the claim.

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.

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

How was this decision reached?

1. Having considered the submissions and evidence of both parties I am satisfied the company identified a leak at the customer's property in 2016 and the customer informed her landlord. However, the landlord did not repair the leak until March 2018.
2. The company would have known the leak was not repaired when it issued a high bill in October 2017. I note it then sent letters to the customer informing her of the leak and the need for repair. I consider it acted reasonably in doing so.
3. I acknowledge the customer would have been frustrated to receive letters from the company as she was already aware of the leak and had told her landlord to fix it. I also acknowledge the customer sent letters to the company expressing her frustration. However, the company has no record of receiving these letters and therefore I cannot be satisfied they were successfully delivered. I therefore cannot find the company received these letters and then failed to reply.
4. In January 2018 the company sent further notices to the customer and her landlord seeking they repair the leak. Shortly after, the landlord took action.
5. While I consider the company could have been more proactive in ensuring the leak was repaired, I find no evidence this negatively affected the customer. This is because the company applied a leakage allowance, which meant the customer did not pay for any wasted water.
6. The customer disputes her latest bill because she believes the company has not taken into account charges she paid at an earlier date and it has not calculated her usage correctly.
7. In regards to charges paid at an earlier date, I note the customer has no evidence she made any such payments and the company's system shows no such payments were received. I must reach findings based on the evidence available. Therefore, while I acknowledge the customer's insistence that she made payments on a payment card, I cannot be satisfied on a balance of probabilities that the company received any further payments on the customer's account.

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

8. In regards to the customer's usage, I note the company calculated the customer's average daily usage based on meter readings taken over two weeks once the leak had been fixed. Although the customer considers she has used less water than recorded, I note there is no evidence to substantiate this.
9. In light of the above, I am satisfied the company has billed the customer correctly. Further, I find no evidence it provided a poor level of customer service.
10. I am satisfied the company provided its services to the standard to be reasonably expected and therefore I find 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 12 June 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.



Justine Mensa-Bonsu, LLB (Hons), PGDL (BVC)

Adjudicator

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.