

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1353

Date of Decision: 02 May 2019

Complaint

The customer has a dispute with the company regarding the payment of compensation for the time he has taken off from his employment to attend visits by the company to his property in respect of fitting a water meter. The customer claims that the number of visits is excessive and using part of his annual leave entitlement has caused him financial loss. The customer claims £900.00 in compensation for lost time and income.

Defence

The company asserts that the visits made to the customer's residence were as a direct result of him applying for a water meter to be installed at his property. Additionally, the company states that the customer did not need to attend all visits and he did so of his own choosing. The company also asserts that it has compensated the customer for cancelled appointments in compliance with its own Customer Guarantee Scheme, and has made several goodwill gesture payments to the customer. It also claims it has undertaken, free of charge, works inside the customer's property which it was not obligated to do. The company has not made any offer of settlement to the customer, declines to pay the compensation requested, and believes it has acted in a fair and reasonable manner.

Findings

The company has installed the requested water meter inside the customer's property, albeit after a protracted period in excess of two years. I have identified that not all the visits by the company following the customer's request for a meter necessitated the presence of the customer. Additionally, where the company cancelled visits without adequate notice the automatic payments under the Customer Guarantee Scheme were processed accordingly. Also, the company has made goodwill payments to the customer in the amount of £252.61 and carried out work free of charge inside the property which it did not legally have to do. Thus, I am satisfied that the company has not failed to provide its services to the extent to be reasonably expected by the average person and I do not direct that it pays any additional compensation to the customer.

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Outcome

The company needs to take no further action

The customer must reply by 3 June 2019 to accept or reject this decision.

ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /1353

Date of Decision: 02 May 2019

Party Details

Customer: []

Company: [].

Case Outline

The customer's complaint is that:

- The customer claims he has experienced an ongoing dispute with the company regarding billing, the installation of a water meter, and several missed appointments on the part of the company. Despite his ongoing communications with the company and the involvement of CCWater the dispute has not been settled.
- The customer states that he contacted the company in August 2016 requesting that it install a water meter at his property. Following an initial survey the company installed a meter on a pipe that runs underneath the driveway of the property and the customer was not happy with the quality of the reinstatement work. Subsequently, when the customer received his first metered bill it was in the amount of £1500.00 and following a complaint to the company another site inspection occurred. It appears that the meter was installed on pipe that did not supply his property and a second meter was installed on a different pipe located under the footpath adjacent to the property. Again, the customer was not happy with the quality of the reinstatement works carried out to the footpath.

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- The customer claims that despite the installation of the second meter his next water bill was also higher than expected and again he complained to the company. Another site inspection occurred on 24 July 2018 and the company engineer identified that neither of the two meters were installed on pipes supplying the customer's property.
- On 26 July 2018, two days after the latest site inspection, the customer submitted a lengthy complaint to the company detailing the ongoing meter problem, the excessively higher than expected bills, and the fact that he was taking time off work to deal with the visits of the company representatives. The customer requested compensation in the amount of £750.00 and advised that he took time off work on at least six occasions.
- The company responded with letters dated 30 August 2018 and 13 September 2018 and confirmed it had installed two external meters on pipes not connected to the customer's property and also confirmed that it was not possible to install a meter inside the property. The company explained it had closed the customer's account for metered charges and had adjusted his new account based on Assessed Household Charges to accommodate the credit from the metered account. The company also stated it would not reimburse the customer for claimed loss of earnings.
- On or around 11 October 2018, the customer escalated his complaint to CCWater who investigated the issues with the company on his behalf. The intervention of CCWater resulted in the company fitting an internal water meter in the customer's property on 07 February 2019 and in it reconciling the customer's billing and accounting procedures to his apparent satisfaction. However, the dispute over loss of earnings is ongoing and the company has not revised its standpoint.
- The customer is not satisfied due to the number of occasions that he has had to be at his property awaiting the company contractors. The customer states that he has had to take time off work on at least six occasions and this has caused him financial loss due to using his annual leave days from his employer. Consequently, the customer, on 26 March 2019, has referred the matter to the WATRS Scheme whereby he seeks to have the company pay compensation in the total amount of £900.00 for the loss of salary/income occasioned by taking time off work to attend visits from the company's contractors/engineers.

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The company's response is that:

- The company, in its Defence document dated 11 April 2019, confirms the customer had on 15 August 2016 requested the fitting of a water meter. In accordance with the company procedures for fitting meters a site survey was undertaken on 22 August 2016 and on 05 September 2016 a meter was fitted external to the property.
- The company further confirms that on 01 April 2017 the customer contacted it to complain that his first measured bill was very high and he questioned the reason for this. By appointment the company inspected the property again on 28 April 2018 and identified that the previously installed meter was on a pipe that did not serve the customer's property. Subsequently, on 28 September 2017 a second meter was installed on the footpath adjacent to the customer's property.
- The company notes that on 20 October 2017 it again visited the customer's property and confirmed that the second meter was similarly installed on a pipe that did not supply the customer. On 08 April 2018, the customer again contacted the company to complain that his latest bill was still higher than expected and following several discussions between the parties the company made a further site inspection on 24 July 2018 and concluded that a meter needed to be installed inside the property.
- However, an appointment for an internal survey scheduled for 06 August 2018 was cancelled after the company became aware that there was no suitable location to install a meter internally and consequently the customer was moved off metered charge to Assessed Household Charge as a single occupier for billing purposes. Following discussions with the customer where he again stated his desire for a meter to be installed the company made an internal site inspection on 21 August 2018 and confirmed that an internal meter could not be fitted.
- Following the intervention of CCWater in October 2018 the company agreed to undertake a second internal survey but a mutually acceptable date was only achievable for 07 February 2019. On this day, the company installed an internal meter and reinstated the driveway to the customer's property.
- The company asserts that it has made compensation payments to the customer in the total amount of £402.61. Additionally, it has done a thorough review of the customer's account back to the date of installation of the first external meter in September 2016 and has assessed that the amounts charged to him were less than if a fixed meter charge was used for calculation purposes and thus the company has charged him less than it could have.

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- The company further asserts it has undertaken works inside the customer's property to facilitate the fitting of the meter and that such works are normally at the responsibility and cost of the customer.
- The company notes that the appointments to visit the customer's property were necessary following his request to have a meter fitted, and where such appointments were missed or cancelled due to errors or omissions by the company the standard £50.00 compensation has been applied to the customer's account. The company further asserts that as several of the company visits were for works to be done outside the property the customer's presence was not required and as such it believes he attended on his own volition.
- Consequently, the company declines to pay the £900.00 claimed by the customer in his WATRS application for loss of leave days to attend the various appointments at his property, and in view of the compensation already paid it declines to pay any additional monies to the customer.

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

- The customer has not submitted any comments to the company's response.

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 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.

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How was this decision reached?

1. The dispute relates to the customer's dissatisfaction that the company has taken a long period of time install a water meter in his property, and to the billing and tariff issues suffered during the period. Additionally, the customer is unhappy at having to take time off from his employment to attend appointments with the company at his property.
2. I note that the WATRS adjudication scheme is an evidence-based process and it is for the customer to show that the company has not provided its services to the standard that would reasonably be expected of it.
3. I am conscious of the many submittals laid before me by the parties and by CCWater. These documents relate to several issues that have occupied the parties between 15 August 2016 and 07 February 2019 but I am aware that all the issues distill down to the single remedy requested by the customer in his application to WATRS. The customer requires the adjudicator to decide on his request that the company pay him the sum of £900.00 in compensation for the time he took out of his annual leave allocation to attend meetings with the company in relation to his request to have a water meter fitted at his property.
4. The customer first requested the company fit a water meter at his property on 15 August 2016. The meter was installed on 07 February 2019, some 29 months later. Notwithstanding the time period between requesting and fitting, the customer has confirmed that a water meter has been installed in his property and as such I am satisfied that the main objective of the customer has been achieved.
5. The customer has also had problems with the quality of the reinstatement of the driveway and footpaths adjacent to his property where the company had originally installed external meters. Again, in his e-mail to CCWater dated 10 February 2019 he confirms that the company has made good the reinstatement works and consequently that issue is also closed.
6. I am also aware that the customer has queried the tariff and billing applicable to his account during the 29-month period in question. I understand that the customer has moved from measured charges to Assessed Household Charges and now currently he is back to a measured charge tariff. I note that the company has advised the customer that it has done a full reconciliation of his account going back to August 2016 and has based its calculated charges on the methodology most favourable to the customer. The customer has not raised this issue in his WATRS application and thus on a balance of probability I find that the customer is satisfied with the reconciliation done by the company.

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7. Based on my review of the available information, I am satisfied that the documented issues of fitting a meter, reinstating external driveways, and reconciling the invoicing have been settled to the apparent satisfaction of the customer, and thus I am left with the single issue of compensation for time taken from his employment.
8. In his application to WATRS the customer states he was required to be present at his property on at least six occasions, though he provides no details of dates and times. The company, in its Defence paper, lists eight appointments made between August 2016 and the date of meter installation on 07 February 2019. My reading of the submitted documents leads me to estimate that there were nine visits (including cancelled visits).
9. Upon receiving a request for a meter installation, the company is obliged to visit a property to undertake a survey to establish the feasibility of metering and subsequently to install a meter if approved. Thus, it is important to identify those visits that the customer would reasonably be expected to attend because of his meter request.
10. Overall, I find that it is reasonable to expect the customer to be in attendance for the following five number company visits : (i) initial survey to establish feasibility of installing meter; (ii) meeting of 28 April 2017, to examine installing second meter after establishing first installation was not appropriate; (iii) 24 July 2018, first internal survey; (iv) 21 August 2018, second internal survey; (v) 07 February 2019, fitting of internal meter;
11. For the installation of the two external meters I do not find it necessary for the customer to attend.
12. Additionally, the company cancelled two appointments, on 07 June 2018 and 06 August 2018. The company Terms & Conditions detail the Customer Guarantee Scheme, which states that an amount of £50.00 will automatically be paid to a customer if the company misses or cancels an appointment with less than 24 hours' notice. I am satisfied that the standard compensation for missing an appointment was paid to the customer on both occasions. I find on a balance of probability that the company did not breach a term of its service agreement with the customer nor fail in its duty of care to manage his account with skill and care.
13. In summary, out of the nine appointments identified, I have found it reasonable for the customer to attend at five of them, two where it was not necessary and the two which were cancelled by the company have been compensated. Therefore, on balance, I find that the customer has not provided sufficient evidence to justify the claim.

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14. My conclusion on the main issues is that the company has not failed to provide its services to a standard to be reasonably expected by the average person. Therefore, my decision is that the claim does not succeed.

Outcome

The company does not need to take further action.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 3 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.



Peter R Sansom
MSc(Law); FCIArb; FAarb; Member London Court of International Arbitration;
Adjudicator

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