

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1359

Date of Decision: 1 July 2019

Complaint

The customer and her partner moved into the property in November 2017. She did not take a water meter reading at this time as she registered her occupation of the property on the company's website and was not asked to take a meter reading. The customer received her first bill based on an actual meter reading in July 2018. It was for over £500.00 and showed an average daily usage of 1.13 cubic metres of water. The customer does not accept this much water was used and believes that the bill includes consumption by the previous tenant. The customer has eliminated the possibility of any leaks and her most recent bill shows a consumption of less than half of that shown on the disputed bill. However, the company asserts that the charges are correct and payable. The customer wants the company to reduce the disputed bill in line with her recent consumption.

Defence

The company states that the customer did not take a meter reading on the day she moved into the property and the outgoing occupier did not provide a closing reading. Therefore, it opened the customer's account on an estimated opening reading and the first bill sent to the customer was based on that estimate. On 1 July 2018 the company took a meter reading and the customer was billed in the sum of £523.01 for an average daily usage of 1.13 cubic metres. The customer queried the bill so the company took a further meter reading on 18 August 2018. This validated the previous meter reading as it showed that 50 cubic metres of water had been used in the 48 days between 2 July 2018 and 18 August 2018; 1.04 cubic metres per day. This is excessive usage for two people and indicated either a prolonged, significant waste of water or an internal plumbing fault or leak. The company cannot test for leaks on internal pipework so advised the customer to employ a plumber for this purpose. On 3 January 2019 the customer's meter was read again and usage had dropped very significantly to an average of 0.33 cubic metres per day. In view of this, the company concluded that the customer had experienced a leak that had been repaired, or there was a fault with the meter, or the consumption shown on the disputed bill is a true reflection of the customer's usage. In the absence of any evidence of a leak or fault with the meter, the company believes the bill dated 3 July 2018 for £523.01 is accurate and payable. The company has adhered to its Codes of Practice at all times and has not failed to provide its service to the standard that the average customer is reasonably

entitled to expect by charging for the water that has passed through the customer's meter.

The company has not made an offer of settlement.

Findings

Having reviewed the evidence provided by both parties, I accept that under the company's Code of Practice, and in the absence of an actual meter reading supplied by the customer at the start of her occupancy of the property, the company was entitled to estimate the customer's opening meter reading and send the customer a bill based on that estimate. I accept that the meter reading taken on 1 July 2018 demonstrates an extremely high usage of 1.13 cubic metres per day when compared to the company's estimated daily water usage for two people of 0.32 cubic metres. However, the evidence demonstrates that on 18 August 2018 the company took a further meter reading that validated the previous meter reading as it shows an average daily consumption of 1.04 cubic metres. The company did not conduct a survey for internal leaks but I accept that, under its Code of Practice, the company is not obliged to do so and, therefore, I find no failing on behalf of the company in this regard. The customer's latest bill shows that usage has dropped significantly to an average of 0.33 cubic metres per day for the period between 18 August 2018 and 3 January 2019. There is no evidence of a leak or a fault with the meter and, therefore, I cannot find that the company's refusal to reduce the charges amounts to a failing on the company's behalf; the company is entitled to charge for water services in accordance with Section 144 of the Water Industry Act 1991 and, on the balance of probabilities, I find that the consumption shown on the meter reading of 1 July 2018 is correct and the bill dated 3 July 2018 for £523.01 is payable.

Outcome

The company does not need to take any further action.

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

The company's response is that:

- The customer and her partner moved into the property on 19 November 2017. The customer used the online general enquiry facility, rather than the online 'Moving Home' form, to provide her details to the company and, because of this, she was not asked to supply a meter reading. It does not understand why the customer did not use the 'Moving Home' option as it appears in the middle of the opening page.
- As the customer did not take a reading of the meter on the day she moved in, and the outgoing occupier did not provide a closing reading, it had no alternative but to open the customer's account on an estimated opening reading. Its systems are programmed to assess previous meter readings for the outgoing customer to enable estimates to be calculated. Therefore, the estimated opening reading of 2530 cubic metres was system calculated.
- It sent the first bill to the customer on 8 January 2018 in the amount of £22.71. This was for the period from 19 November 2017 to 14 December 2017 and was based on an estimated meter reading of 2538 cubic metres. The bill was estimated as the company was unable to gain access to the airing cupboard where the meter is located in the customer's property. Therefore, the customer was billed for 8 cubic metres of water for that period.
- On 4 January 2018 it attended the property again in order to take a meter reading but was unable to gain access. However, on 1 July 2018 it gained access to the airing cupboard and took a meter reading of 2764 cubic metres. As the last bill was based on an estimated reading of 2538 cubic metres, the customer was billed for 226 cubic metres used from 14 December 2017 to 1 July 2018 in the sum of £523.01. The average daily usage for the 199 days between 14 December 2017 and 1 July 2018 was 1.13 cubic metres, or 1,130 litres on average per day.
- On 8 August 2018 the customer made telephone contact and complained that her bill was too high for two people. She asked it to take a further meter reading to ensure the previous reading was correct. She was given advice about how to check for leaks on her supply that could be causing high meter readings.
- On 18 August 2018 it returned to the property and took a meter reading of 2814 cubic metres. This validated the previous meter reading as it showed that 50 cubic metres of water had been used in the 48 days between 2 July 2018 and 18 August 2018; 1.04 cubic metres, or 1,040 litres, per day.

- It would expect two occupants to use between 170 and 320 litres of water, on average, per day, so the customer's consumption was excessive and indicated either a prolonged, significant waste of water or an internal plumbing fault or leak.
- In August the customer asked it to test for leaks and the customer adviser agreed to make an appointment. However, the company can only test for external leaks so the customer was subsequently advised to arrange for a plumber to test her internal pipework. It apologised for the mistake and advised the customer that if a leak was identified and repaired, it would consider making a financial adjustment to her account.
- It received a meter reading on 3 January 2019 of 2860 cubic metres, which showed that the customer's usage had dropped significantly to an average of 0.33 cubic metres per day between 18 August 2018 and 3 January 2019. A bill was sent for £249.85 for this period. In view of this, it concluded that either the customer experienced a leak that had been repaired, or the consumption shown on the disputed bill was a true reflection of the customer's usage.
- The only alternative explanation is that the meter is faulty; however, this is most unlikely as faulty meters generally under record and stop working rather than over record. However, if the customer would like the meter tested she can write to customer.feedback@[]water.co.uk to request the test to be carried out. If the meter is found to be over recording, it will adjust the historic water bills based on meter readings from a new meter which it will attach to the supply. No charge will be made to the customer for the test in these circumstances. However, if the meter is not found to be faulty, a charge of £70.00 plus VAT will be made to the customer and all water bills will stand.
- After analysing all the meter readings, it is confident that the customer's start reading of 2530 is as close as possible to what her opening read would have been, based on the previous occupier's usage. It knows with certainty that the customer's average daily usage was 1.04 cubic metres between 1 July 2018 and 18 August 2018. Between 19 November 2017, when the customer moved in to the property, and 1 July 2018, when it took the meter reading of 2764 cubic metres, there are 224 days. 224 multiplied by 1.04 gives usage of 233 cubic metres for the disputed billing period. If 233 cubic metres is subtracted from 2764 cubic metres, this gives 2531 cubic metres. Therefore, the customer's opening reading should have been 2531 cubic metres. However, it amended the start read to 2538 meaning that the customer has been billed for 7 cubic metres of water less than she has used. In view of this, and in the absence of any evidence to the contrary, it believes the bill dated 3 July 2018 for £523.01 is completely accurate and payable.

- It agreed a payment plan with the customer in August 2018 but the customer did not keep to the plan. Therefore, it was cancelled on 13 May 2019. It also sent the customer information regarding social tariffs in case she is unable to pay the balance outstanding.
- As a gesture of goodwill, it has offered to provide an adjustment to the bill if the customer can supply it with information explaining why the usage has dropped during the time she has been living at the property.
- It has adhered to its Codes of Practice at all times and has not failed to provide its service to the standard that the average customer is reasonably entitled to expect by charging for the water that has passed through the customer's meter.

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. Having read the evidence provided by both parties, I accept that under the company's Code of Practice, and in the absence of an actual meter reading supplied by the customer at the start of her occupancy of the property, the company was entitled to estimate the customer's opening meter reading and send the customer a bill based on that estimate. I therefore find no failing on the company's behalf in this regard.
2. I also accept that opening estimates are system generated, calculated using the consumption of the previous occupant, and that data protection laws prevent the

company from disclosing specific details regarding the previous occupant's usage for the purposes of this adjudication.

3. Having reviewed the Normal Water Usage Chart supplied to the customer by the company on 18 September 2018, I accept that the meter reading of 2764 cubic metres taken on 1 July 2018 demonstrates an extremely high usage of 1.13 cubic metres per day when compared to the company's estimated daily water usage for two people of 0.32 cubic metres.
4. However, the evidence demonstrates that on 18 August 2018 the company took a meter reading of 2814 cubic metres. Having considered all the evidence, I accept the company's assertion that this validates the disputed bill as it shows that 50 cubic metres of water had been used in the 48 days between 1 July 2018 and 18 August 2018; 1.04 cubic metres per day.
5. I have reviewed the calculation provided by the company to show that the opening estimated meter reading was very nearly accurate based on the consumption shown between 1 July 2018 and 18 August 2018. It states that between 19 November 2017, when the customer moved into the property, and 1 July 2018, when the company took the meter reading of 2764 cubic metres, there are 224 days. It states that 224 multiplied by 1.04 (the customer's daily usage between 1 July 2018 and 18 August 2018) gives a usage of 233 cubic metres for the disputed billing period. If 233 cubic metres is subtracted from 2764 cubic metres (the meter reading taken on 1 July 2018) this gives 2531 cubic metres. Therefore, the customer's opening reading should have been 2531 cubic metres, just one cubic metre more than the opening estimate of 2530 cubic metres. However, the evidence demonstrates that the company amended the start read to 2538, meaning that the customer has been billed for 7 cubic metres of water less than the usage shown on her meter. Having considered the evidence provided, I accept that this calculation is correct.
6. Despite the excessive consumption, the company has not conducted a survey for internal leaks at the customer's property. However, under the company's Code of Practice provided in evidence, I find that the company is not obliged to do this and, therefore, I find no failing on behalf of the company in this regard. I also accept that the company initially told the customer it could conduct a High Usage Investigation, but this was a mistake and it later invited the customer to employ a plumber to check for internal

leaks. The company has apologised for this mistake and I do not find it necessary to make a further direction to the company in this regard.

7. The customer's latest bill, based on a meter reading of 2860 taken on 3 January 2019, shows that the customer's usage has dropped very significantly to an average of 0.33 cubic metres per day for the period between 18 August 2018 and 3 January 2019.
8. In view of this, I conclude that either the customer experienced a leak that has been repaired, or the meter was faulty during the high consumption period and over recorded the customer's usage, or the consumption shown on the disputed bill is a true reflection of the amount of water used by the customer.
9. The customer states that she did not employ a plumber but she is confident that there was no sign of a leak on her internal pipework and a repair has not been undertaken. I accept the customer's assertion that a leak was not found and repaired and, as usage has now returned to normal levels for two people, I find that, on the balance of probabilities, the high consumption was not caused by a leak on the internal pipework.
10. The company states that faulty meters rarely over record but usually slow down and stop working, which results in an under recording. Having reviewed the evidence, I accept this to be the case but, in any event, I find it unlikely that the meter had a fault that has remedied itself and it is now working accurately and recording usage in the normal range.
11. However, I note that the company has offered to check the meter should the customer instruct it to do so and has pledged to adjust the customer's bills if a fault is found. The company states that a meter test will be chargeable to the customer if no fault is found and, having considered the evidence, I find no evidence to suggest that the company is obliged by statute or policy to provide this service free of charge. Therefore, I find no failing on the company's behalf in this regard.
12. The evidence does not support that the high consumption was caused by a leak or a fault. Therefore, on the balance of probabilities, I find that the consumption shown on the meter reading of 1 July 2018 is correct and the bill dated 3 July 2018 for £523.01 is payable. In view of this, I cannot find that the company has failed to provide its service to the standard the average customer is reasonably entitled to expect by refusing to

reduce the disputed bill; the company is entitled to charge the customer for water that has passed through her meter in accordance with Section 144 of the Water Industry Act 1991.

13. It therefore follows that the customer's claim cannot succeed. I appreciate that this decision is likely to disappoint the customer but, without evidence of a leak or a fault, I find no basis on which to direct the company to reduce the charges.

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 29 July 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.

KS Wilks

Katharine Wilks

Adjudicator