

# **WATRS**

## **Water Redress Scheme**

### **ADJUDICATOR'S DECISION SUMMARY**

**Adjudication Reference: WAT/ /1409**

**Date of Decision: 14 May 2019**

#### **Complaint**

The customer has a dispute with the company regarding billing. The customer claims that upon changing her payment method from bi-annually to quarterly and cancelling her direct debit the company began sending her inaccurate bills. The customer further claims that the inaccurate bills led to her being overcharged and that such bills are indicative of how the company reacts to customer's who do not pay by the direct debit method. The customer claims £939.41 in compensation and reimbursement for bills and estimated bills that have been issued by the company.

#### **Defence**

The company asserts that the bills issued to the customer are correct and payable. The company notes that the water meter installed at the property of the customer was non-functioning for a four-year period between 2013 to 2017 and that she was charged only the standing charge and not for water actually consumed. The meter subsequently began to operate again and thus caused the customers' bills to increase as she was henceforth also paying for water consumed and the increase is not connected to the customer's change in payment method. Additionally, the company notes it has made several proposals to assist the customer to finalise her claims but that she has declined all suggestions. 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 billed the customer appropriately. I am satisfied the increase in charges is because of the meter re-engaging and not because the customer changed her payment method. The company has proposed having the customer's meter examined by a third-party, which was declined, and the company advised the customer of schemes available to assist in paying bills. 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.

#### **Outcome**

The company needs to take no further action

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

## ADJUDICATOR'S DECISION

**Adjudication Reference: WAT/ /1409**

**Date of Decision: 14 May 2019**

### **Party Details**

**Customer:** [ ]

**Company:** [ ].

### **Case Outline**

**The customer's complaint is that:**

- The customer claims she has experienced an ongoing dispute with the company regarding billing, and that the problem can be traced back to the time she moved into her residence in December 2012. The customer asserts that in late 2017 her bills increased considerably after she advised the company she wished to change from paying her bill by direct debit to paying quarterly. Despite her ongoing communications with the company and the involvement of CCWater the dispute has not been settled.
- The customer states that she moved into her residence in December 2012, and found a water meter installed in the property and it showed a consumption to date of 13M<sup>3</sup>. The customer became aware that succeeding bills always showed the consumption value remained at 13M<sup>3</sup> and continued at this level for approximately three years.
- The customer claims that despite the bills not showing an increase in water consumed she always paid them, and had set up a direct debit in favour of the company to ensure prompt payment. The customer asserts that early in 2017 she advised the company that she was changing her payment method from the direct debit process to quarterly payments.

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- The customer noted that the bill issued in August 2017 was significantly higher than the average of her previous bills and that the next bill issued in February 2018 was also higher than the previous average. The customer estimates that the bills had become ten times higher than the previous average.
- The customer claims that between July 2017 and February 2018 the company stated she had used 125M<sup>3</sup> of water but it had never sent anyone to read her meter, and thus she believes this was an estimated figure and resulted in her being overcharged. The customer believes that her bills suddenly increased because she had changed her payment method, and she states that she received two bills very soon after the change – one on 16 August 2017 for £172.24 and another on 05 September 2017 in the sum of £257.40.
- The customer further claims that when she contacted the company to query the increase in her bills she received a poor level of customer service that confused her and made her reluctant to continue to deal with the company by telephone.
- On or around 19 February 2019, the customer escalated her complaint to CCWater who investigated the issues with the company on her behalf. Despite the intervention of CCWater, the dispute is ongoing and the company has not revised its standpoint.
- The customer is not satisfied with the response of the company and consequently, on 03 April 2019, has referred the matter to the WATRS Scheme whereby she seeks to have the company pay her £939.41 in respect of payments previously made plus outstanding charges, and issue an apology.

**The company's response is that:**

- The company, in its Defence document dated 26 April 2019, confirms that it has been involved in ongoing contact and correspondence with the customer regarding a billing dispute since February 2018. The company notes that the customer paid her bill raised in August 2017 but has not paid any subsequent bills, and thus has an outstanding balance of £737.55.
- The company identifies that the customer took up residence in the property in question on 22 November 2012, and that the reading on the installed meter was 0M<sup>3</sup>. The company states that the subsequent meter reading in February 2013 was 13M<sup>3</sup>, and all subsequent readings up to February 2017 also recorded 13M<sup>3</sup> thus indicating no water was being consumed.

- The company further notes that on 28 July 2017 it recorded a meter reading of 75M<sup>3</sup>, which indicated a period consumption of 62M<sup>3</sup>. After verification of the meter reading the company issued the customer a bill in the sum of £172.24, which the customer paid.
- The company asserts that since July 2017 all subsequent bills have been based on actual meter readings, which occur twice a year at approximately six monthly intervals. The company further asserts that the bills raised in February and August 2018 have not been paid by the customer.
- The company, in its Defence document, states that the customer set up a weekly payment plan in September 2017 but made no payments and that subsequently in December 2017 it cancelled the plan. In February 2018, the meter was read again and an amount of 200M<sup>3</sup> was recorded but as this was disputed by the customer the company read the meter again in May 2018 and recorded a figure of 258M<sup>3</sup>. The company asserts that after investigating it identified that the customer was using on average 0.54M<sup>3</sup> per day, and this was inside its guidelines for a property with four occupiers. The balance of the customer's account was recorded as £307.48 at that time.
- The company states that no further contact with the customer ensued until 19 October 2018 when she set up another weekly payment plan, which included a payment towards her outstanding balance and was based on estimated usage for the upcoming twelve-month period. The company asserts that had the customer followed this plan she would owe only £0.16 at the end of the period but that she failed to make any payments and thus the payment plan was cancelled and the outstanding bill placed with a debt recovery agency.
- The company asserts that in December 2018 it received telephone contact from the customer's family and neighbours and was advised the customer was not able to make any payments towards her outstanding balance. On 20 December 2018, the customer e-mailed the company to complain that she had been overcharged and requested the company to investigate her billing history. The company asserts that it undertook a review and replied to the customer with its findings that showed that the outstanding balance was correct and payable and it further advised the customer that schemes were in place to assist customer's facing difficulties in paying bills and gave her the appropriate contact information for the schemes.
- The company further records that following additional complaints from the customer it wrote to her on 18 January 2019, 30 January 2019, and 05 February 2019 and in each letter it gave full details of her billing history and repeat advice on what assistance schemes are available to customers who have difficulties paying their bills. Additionally, the company notes that in its letter of 18 January 2019 it proposed to send an engineer to undertake a supply check and in its

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letter of 30 January 2018 it proposed to have the customer's water meter tested by an independent laboratory. Both of these proposals were rejected by the customer.

- The company notes that the customer approached CCWater with her dispute and that CCWater found that the company had satisfactorily dealt with her complaint and additionally recommended the customer accept the company's proposals in respect of a supply check and meter test.
- Consequently, the company declines to pay the £939.41 claimed by the customer in her WATRS application, nor to waive the outstanding balance on her account of £737.55. The company confirms its willingness to engage with the customer to set up an appropriate payment plan and to undertake the testing offered previously.

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

- The customer has submitted, through her appointed representative, comments to the company's Defence document. The representative reiterates the customer's position as set down in the original claim but asserts that the company in its Defence is attempting to confuse, bully, and rob her. The representative further states that he believes the meter installed in the customer's property is an analogue meter and thus the company's assertion of taking wireless meter readings is incorrect and thus it is "making up" the purported meter readings. Further, he states that he believes the installed water meter is working correctly and thus has advised the customer to decline the meter testing offer made by the company.
- On or around 03 May 2019 the parties exchanged e-mails concerning the customer representative's comments on the offered meter testing. No new issues were introduced.

**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 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 dispute relates to the customer's dissatisfaction in the company's billing procedures which she states have been inconsistent and incorrect over a long period of time, commencing as far back as 2012.
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, in various degrees of detail, to the issue of billing that has occupied the parties since February 2018. The customer in her WATRS application requires the adjudicator to decide on her request that the company pay her the sum of £939.41, being the combined total of amounts outstanding and previously paid.
4. The customer moved into her residence on 03 December 2012 and the first water bill dated 13 February 2013 showed a reading that 13M<sup>3</sup> had been consumed during the period. I am satisfied that at that moment in time the installed water meter was functioning.
5. From the evidence submitted to me, I am satisfied that the customer was receiving bills twice per year at approximately six month intervals. I am further satisfied that during the period from February 2013 to February 2017 the reading of 13M<sup>3</sup> had remained unchanged, thus indicating that the meter was not functioning. Consequently, the customer was not being charged for water actually being consumed and was only paying the applicable standing charge.
6. Neither party has supplied me with evidence to indicate why the water meter appeared to be non-functioning for a period of some four years. Whilst I am aware that responsibility for the meter, its maintenance and operability remain with the company I also note that the customer has not attempted to mitigate the problem during the four-year period. Her bi-annual bills contain

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details on how to check water usage and how to contact the company, and most pertinently the bills clearly show the volume of water consumed during the billing period. Notwithstanding the reason for the non-functionality of the meter during the four-year period I note that the company has not attempted retrospectively to charge the customer for the water consumed during the period. This is a financial benefit to the customer.

7. I am also aware that on 28 July 2017 the company noted a meter reading of 75M<sup>3</sup> and after verification issued the customer on 16 August 2017 with a bill for £172.24 to cover the consumption of 62M<sup>3</sup> (75-13). The customer paid this bill on 04 September 2017.
8. It was only after the meter commenced recording usage sometime in the first half of 2017 and the customer received a bill in the amount of £172.24 in August 2017 that she contacted the company and changed her payment plan from bi-annually to weekly. Unfortunately, the customer did not proceed to make any weekly payments. The customer has claimed that she changed her payment method from bi-annually by direct debit to quarterly, and that her billing problems started from the time of this change. However, I understand from documents submitted to me that the company does not issue bills on a quarterly basis, and thus I find that the commencement of the purported billing problem at the same time as the change in payment method to be simply a coincidence.
9. Based on my review of the available information, I am satisfied that the customer has not paid any bills raised since her payment in September 2017, and that the bills issued in February and August 2018 in the combined amount of £578.39 remain unpaid. I am satisfied from the evidence submitted to me that the bills raised in 2018 are based on actual meter readings and not estimates as claimed by the customer. It thus follows, that I find that the bills issued by the company since August 2017 have been correctly raised and are payable by the customer.
10. In the ensuing exchange of correspondence between the parties since August 2017 I am satisfied that the company has managed the customer's account with a reasonable level of skill and care, and has made several proposals to the customer in attempts to deal with her complaint over the billing issues she has identified. The company has offered to send a technician to examine the water meter but the customer has not accepted this proposal. Additionally, the company proposed to have the meter examined by an independent laboratory and again the customer has shown reluctance to pay the laboratory costs should the meter found to be fully functional. The company has also advised the customer on several occasions of the schemes in place to assist customers having difficulty in paying their bills, and I understand the customer has not attempted to access any of the schemes. Consequently, I find

on a balance of probability that the company has not failed to provide the services to the standard to be reasonably expected.

11. In her application to WATRS the customer states she requests to receive an apology from the company. I have found earlier in this decision that the company have not failed to provide its services to the standard to be reasonably expected, and additionally I have found that it has attempted to assist the customer in several ways. I find on balance, from the evidence submitted, that there has been no failure in the level of customer support provided by the company. The customer has claimed the company made-up incorrect meter readings in an attempt to confuse, bully, and rob her, but I am satisfied from the documents laid before me that these claims remain unsupported and thus I shall not direct the company to issue an apology to the customer.
12. In summary, I have found no failure by the company to provide its services to the standard to be reasonably expected. I have found the company has charged the customer correctly and appropriately, and has not demanded payment for water consumed during the period when the meter did not function. Additionally, the company has made several proposals to the customer to assist reaching a satisfactory outcome to her complaints but the customer has declined all proposals and has not made reasonable attempts to mitigate the ongoing issues. Therefore, on balance, I find that the customer has not provided sufficient evidence to justify the claim and I shall not direct that the company pay the customer the amount of £939.41 as claimed.
13. 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, and 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 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.



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MSc(Law); FCIArb; FAArb; Member London Court of International Arbitration;  
**Adjudicator**

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