

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1443

Date of Decision: 04 June 2019

#### Complaint

The customer has a dispute with the company regarding the installation of a water meter at a property she owns. The customer claims that the meter was requested by a tenant at the property without her prior knowledge and that the company should not have fitted it because the tenant had been resident for less than six months and thus needed her consent. The customer consequently requires the company to remove the meter, pay £10,000.00 in compensation, and issue an apology.

#### Defence

The company asserts that it was legally entitled to install the meter following the request from a tenant who had a tenancy agreement with a duration of more than six months. Similarly, the company states it has no legal obligation to remove the meter and OFWAT regulations support this position. The company has not made any offer of settlement to the customer, believes it has acted in a fair and reasonable manner, and declines to pay compensation or to offer an apology.

#### Findings

The company was following both the Water Industry Act 1991 and OFWAT regulations when it responded to the request by a tenant to have a meter fitted at a rented property. The tenant had a tenancy agreement with a twelve-month duration and thus landlord consent was not necessary. Similarly, I find the company is again in regulatory compliance in declining to remove the meter at the owner's request. I find the company acted reasonably in assisting the customer with her complaint and I identify no failure in customer service. Consequently, I find 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.

The customer must reply by 02 July 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.*

## ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /1443

Date of Decision: 04 June 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 the installation of a water meter at a property she owns, the meter being installed without her knowledge or approval. Notwithstanding her ongoing communications with the company and the involvement of CCWater, the dispute has not been settled.
- The customer states that she is the part owner of a property known as [ ] [the property] and that she had rented out the property to tenants during the period from October 2014 to 31 December 2017.
- The customer asserts that without obtaining her prior approval the tenants requested the company to install a water meter at the property. The tenants request and the physical fitting of the meter occurred in November 2014, and the customer believes this action has breached her consumer rights as the owner of the property.
- The customer understands that the company is not permitted to install meters in a tenanted property until the tenants have been in residence for a minimum period of six months. The customer notes that the tenants at her property had only resided there for a period of approximately four weeks when the meter was installed.

*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 customer contacted the company on 21 August 2018 after being made aware by new tenants that a water meter existed at the property. She claims that the company defended the installation of the meter by stating that the original tenant had a tenancy agreement in excess of a six-month duration and thus it was legally permitted to install the meter. The customer does not agree with the company's understanding of the relevant legislation and she believes that by installing the meter so soon after the tenants took over the property the company has breached legal policy in respect of installing water meters.
- The customer further states that she believes the company colluded with the tenants to have the meter installed without either advising her or seeking approval prior to installation and acted in a deceitful manner. Additionally, she believes that no-one has the right to trespass onto her property and to make physical changes without her approval as the owner of the property.
- Despite further exchanges of correspondence between the parties, the dispute could not be satisfactorily settled and thus the customer, disappointed with the position of the company, referred the dispute to CCWater on or around 03 September 2018. However, despite the intervention of CCWater, the dispute is ongoing and the company has not revised its standpoint.
- Subsequently, the customer, on 02 May 2019, has referred the matter to the WATRS Scheme whereby she seeks to have the company remove the water meter from her property, pay compensation in the total amount of £10,000.00, and issue an apology for trespass, changing the demographics of the property, and causing her stress in dealing with the dispute.

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

- The company, in its Defence document dated 21 May 2019, confirms the customer first raised the issue of the water meter installed at her property when she contacted it on 21 August 2018. The company also confirms that the customer requested it to remove the meter as she, as the owner of the property, had not granted permission for such installation, but as it had acted within the law it declines to remove it.
- The company confirms that in November 2014 it was contacted by the occupiers of the property requesting that it fit a water meter, and this was installed in an adjacent footpath on 21 November 2014. After installation, the company wrote to the occupiers confirming the fitting of the meter and stating that they had a maximum period of twelve months to decide to revert to a non-measured tariff, failing notification within this time the metered readings would continue. The company asserts that it did not receive any request to return to a non-measured tariff within the "cooling-off period".

*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 confirms that it was informed by agents of the owner that the original tenants had moved out on 31 December 2017 and new tenants were in place as from 19 April 2018. The company states it wrote to the new tenants on 25 April 2018 advising that an account had been opened in their name and their first six-monthly bill would be issued in August 2018. Subsequently, on 20 August 2018 a bill was produced covering the period from 19 April 2018 to 17 August 2018.
- The company claims that on 21 August 2018 it was contacted by the customer enquiring as to why a meter had been installed at her property without her prior approval and requesting details of the process to have it removed. The company advised the customer that the meter had been correctly installed and that it was not required by law to remove it.
- The company relies upon Section 11 of the Water Industry Act 1999 whereby it confirms the right of a tenant with a tenancy agreement in excess of six-month duration to apply to have a water meter installed without the prior approval of the property owner. The company further refers to the applicable information contained in the OFWAT document entitled “Information for household customers”.
- Consequently, the company asserts that as the tenant had a tenancy agreement in excess of six-months then it acted within the law by installing the meter, and that it was not obliged to seek prior approval from the owner. Similarly, it asserts that once a meter is installed it will not be removed even if an occupier reverts to a non-measured tariff during the twelve-month cooling off period. The company states that it advised the customer during an exchange of correspondence during August 2018 of its policy regarding water meter removals.
- The company believes that overall it has acted reasonably in its dealings with the customer. It notes that it has (i) correctly installed the meter after satisfying itself the tenancy agreement had a duration of more than six months; (ii) no obligation to seek prior approval from the landlords, and that it advised the occupants to inform the owner of the intention to install a meter; (iii) no legal obligation to remove the meter as it was legally and correctly installed.
- Consequently, the company further affirms that it will not remove the water meter, and has no obligation to pay the customer compensation as requested nor issue an apology.

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

- The customer responded to the company’s Defence paper on 23 May 2019 and reiterates certain of the points raised in her original application. She refutes the company statement that the tenancy

*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.*

agreement was longer than six months, and attaches a copy of the tenancy agreement in support. She notes that she has seen no evidence to support the company's assertion that it advised the tenant to inform her of the meter installation and she believes it is the responsibility of the company to have informed her. She refers to the tenancy agreement which stipulates that the tenant shall not make any alterations to the property without the owner's prior consent, and again understands that this places the onus on the company to have informed her.

### **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.

### **How was this decision reached?**

1. The dispute relates to the customer's dissatisfaction that the company has installed a water meter in a property she owns without obtaining her permission to do so. The customer has requested the company remove the meter and pay her compensation for the damage to her property and the inconvenience suffered. The company has declined the requests.
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. From the evidence submitted to me I am satisfied that the dispute between the parties began on 21 August 2018 when the customer contacted the company to query why a water meter had been

*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.*

installed at the property without either her knowledge or approval. The company responded by advising that as the tenant had a tenancy agreement in excess of six months' duration the prior approval of the owner was not required.

4. The company relies on the Water Industry Act 1999 at Section 11 and the simplified text of the OFWAT document "Information for household customers". I have referred to these documents and I am satisfied that the company has taken a reasonable position in its understanding of the legislation set down therein. Consequently, I find that the company was entitled to install meters in properties following a request from a tenant who had a tenancy agreement longer than six months' duration.
5. The customer asserts that the tenant did not have a tenancy agreement longer than six months, and has submitted to me a copy of the agreement drawn up with the tenants. However, my examination of that document clearly shows that the agreement had a term of twelve months commencing on 04 October 2014. Therefore, on balance, I find that the company acted reasonably and did not fail in its duty of care to manage the customer's account with a reasonable level of skill and care.
6. The customer further notes that the tenancy agreement had a clause whereby the tenant was precluded from making alterations to the property without written consent from the owner, and thus believes it was incumbent upon the company to seek her prior approval for the water meter installation. I refer again to the OFWAT document "Information for household customers" which states that it recommends a tenant informs the owner of a desire to fit a water meter and also points out that the tenant may need consent to alter or improve the property. I find that this clearly places the responsibility for informing a landlord and seeking consent for alterations firmly on to the tenant and not the company. Again, I am satisfied that the company acted reasonably and was under no obligation to contact the owner before installing the meter and as such, I am further satisfied that it did not fail in its duty of care to manage the customer's account with a reasonable level of skill and care.
7. The customer has claimed that the location of the water meter has altered the "demographics" of her property, although I note she does not submit to me any substantiating documents to support her beliefs. From the evidence laid before me I am satisfied that the water meter was installed in the footpath adjacent to the property and as such, I am not persuaded that this had any impact upon her property, notwithstanding her claim that she may seek local authority permission to extend the parking area for her property. The customer also accuses the company of trespass,

*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.*

but I note that considering allegations of criminal activity is outside the jurisdiction of the WATRS Scheme.

8. In her claim to WATRS the customer requests three remedies, (i) removal of the water meter; (ii) pay compensation in the sum of £10,000.00; (iii) issue an apology;
9. Regarding remedy (i) I sympathise with the customer having the meter installed without her approval, and understand her request to have the company remove it. However, based on the available information in the OFWAT guide it shows that once a meter has been installed at a property the company will not remove it. Even if the person requesting the meter decides to revert to non-measured charges the meter will still not be removed. Thus, I am satisfied that the company has acted within the OFWAT regulations in declining the customer's request and I shall not direct that the meter be removed.
10. The second remedy claimed by the customer is for compensation in the amount of £10,000.00. The customer has not been specific as to the exact basis of her claim, citing only "... *the reasons given above in my statement*". The customer has not presented me with evidence of any financial loss suffered and I have found above that the installation of the meter did not cause any physical damage or alteration to her property.
11. Similarly, the customer has asserted that she has suffered stress and inconvenience from both the meter installation and in dealing with company over the dispute. I am sympathetic to the position of the customer and accept the ongoing dispute may have been distressing for her, however I am satisfied this was not the fault of the company. In examining the submitted documents, I cannot identify any customer service failings by the company. Further, I find that the company has engaged in much contact and correspondence with the customer since the original claim in August 2018, and it explained in a reasonable manner the legal situation regarding installing and removing a meter. Thus, the claim for compensation does not succeed.
12. The third remedy sought by the customer is to have the company issue an apology. As I have found no failings in respect of the duty of care by the company nor any failings in customer service, it follows that an apology is not appropriate.
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. 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 02 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.



Peter R Sansom  
MSc(Law); FCIArb; FAArb; Member London Court of International Arbitration;  
**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.*