

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1474

Date of Decision: 15 July 2019

Complaint

The customer states that he was wrongly billed for 11 years and that the company has not properly assessed his losses. He further states that he has not been adequately compensated for the error made by the company. He claims that this has caused him stress and inconvenience.

He seeks compensation of £2,500.

Defence

The company states that it has properly refunded the customer the difference in billing and that it has already made payments amounting to £250.48 by way of apologising to the customer. It states that it has now made good the error.

There is no offer of settlement made as that company believes it has already adequately compensated the customer.

Findings

I do not find that the method used by the company to calculate the overpayment was unreasonable. I do find that the company was at fault for the mistake made regarding the wrong meter billing in 2008.

Outcome

The company needs to take the following further action:

Pay £150 to the customer.

The customer must reply by 15 August 2019 to accept or reject this decision.

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ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /1474

Date of Decision: 15 July 2019

Party Details

Customer: [].

Company: [].

Case Outline

The customer's complaint is that:

- He was overcharged at the address, [] ("the Property").
- He claims that he was wrongly being charged for his neighbour's bills as he was paying for the readings on the neighbour's meter.
- He states that this had gone on since 2007 and was only realised on 2018.
- He states that although the company has said that he has been reimbursed for the correct amount, he is not confident that the company has correctly assessed the loss.
- He claims that he is due compensation for the stress and inconvenience he has been caused.
- He claims that the company will not let him see the neighbour's bills so that he can work out how much he should have paid.
- He claims that the company is being unreasonable in this regard.
- He seeks compensation of £2,500.

The company's response is that:

- It accepts that there was an error in billing going back to 2008.
- It states that once this was realised the company rectified the error and corrected the billing.
- It states that the way in which it has assessed the customer's loss is accurate and that the customer has actually been overpaid an amount of £146.78.

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- The company states that it cannot provide the customer with the billing paid by his neighbour for the customer's actual water usage, because of data protection rules.
- The company states that its calculations are a true reflection of the billing as it should have been and that it is sorry if the customer is confused by this method.
- It has calculated a difference of £254.97 which is reflected in the customer's new account.
- It has removed a default entered against the customer's name in 2016.
- The company disputes that it should pay any compensation to the customer.
- It states that, in fact, it has already overpaid the customer due to the error.
- The company states that when everything is taken into account it has paid the customer £250.48 as an apology for its error and has rectified the billing.

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. My decision is made solely on the evidence and representation made to me by the parties to this application.

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2. For clarity, the customer's claim relates in part to the company's treatment of his data, in that he seeks information regarding how much his neighbour was billed for the customer's water. The Information Commissioner's Office (ICO) is the forum which deals with these types of matters. The customer's claim also deals with other matters of compensation and customer service. I intend to proceed with this decision dealing with that aspect of the claim.
3. It is common case that the customer was wrongly billed for his water since the fitting of a meter on 29th April 2008. At this date a water meter was fitted at the Property and was linked to the neighbour's water usage by mistake. The customer was paying for his neighbour's bill and, it appears, the neighbour was paying for the customer's bill. I do not have any particular information regarding the neighbour's account and the neighbour is not a party to this action.
4. The company states that the error was discovered on 19 December 2018 and that the matter was addressed and fixed on 2 April 2019 when the meters were reset. The customer does not challenge these dates.
5. The outstanding issues are whether or not the company has accurately calculated the customer's overpayment for water charges and whether or not he has been adequately compensated for his loss and inconvenience.
6. The customer states that he does not understand the method used by the company to assess the true payments that he should have paid. He states that the simplest thing to do would be to provide him with the neighbour's bills for the period in dispute and this would reveal the correct amount that the customer should have paid.
7. The company states that it cannot do this, due to Data Protection rules. I have stated in paragraph 2 above my position regarding data protection issues. However, I consider that it was possible for the company to provide the customer with a final reading from the meter that was actually attached to the customer's water usage (which was apparently being paid for by the neighbour) without any infringement of the rights of the neighbour.
8. I take into account that the actual approach used by the company to assess the customer's charges for the period when he was being wrongly billed appears logical. It has taken the actual reading from the Property in 2008, when the new meter was fitted, and compared it with the reading at the date when the error was rectified in April 2019, from the meter that was actually

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recording the customer's water usage (the neighbour's account). The complication seems to be that the billing is split into parts for administrative purposes. I do not find that this method of billing amounts to a failure by the company. I note that the customer does not find it easy to understand, and that there may have been another method that was easier and more straightforward, but this does not mean that the method chosen by the company fell short of a standard to be reasonably expected by the average person.

9. Regarding the customer service experienced by the customer. I note that it took three months between the finding of the error in December 2018 and the addressing of the error in April 2019. The company has paid an amount of £30 in recognition of this delay.
10. I take into account that the customer has tried to address the billing issue over the years. The information provided by the company shows that the customer was concerned about his water usage and contacted the company to discuss reducing his water consumption and to query his metering over the years. I am persuaded, on the evidence, that the customer was put to some inconvenience over the error made with his metering. I also take into account that a default was entered against him in 2016. It is not clear why this happened, only that the company removed the default during the resolution of the metering issue.
11. The company states that it has paid £250.48 to the customer already, and that this is sufficient. I shall deal with the matter of compensation later, however, I do not accept that the amount of £44.10 should be included in this calculation, as it was an amount that may have been saved due to the method of calculation used by the company. I consider that this is speculative and that it is not an amount that was actually paid to the customer.
12. I note that the amount of £146.38 was paid in error, but that the company has decided not to ask for this to be returned. I accept that an amount of £60 in total was paid by the company in respect of delays in its customer service. The customer has not challenged these amounts and I accept that they were paid to the customer.
13. On balance, I find that there was a failing on the part of the company when it installed the meter wrongly in 2008 and that this amounts to a failure to provide its serviced to the customer to the standard to be reasonably expected by the average person. I do not find any fault in relation to the method used to calculate the difference between the water usage and the amount formerly billed. I do find that the company failed in its provision of customer service when it entered a

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default against the customer's name in circumstances where the billing was in error, and when it took three months to address the meter error.

14. Remedies: The customer seeks compensation of £2,500 for loss and inconvenience. I note that this is the maximum amount possible to claim under this heading. This amount is only paid out to the most serious of cases, with supporting evidence submitted of how the loss has been calculated. I do not find that the evidence in this case justifies a payment of this amount.
15. I take into account the actions carried out by the company once the error was realised. I further note that I have accepted that an amount of £206.38 has already been paid by the company.
16. I direct that an amount of £150 is to be paid by the company to the customer in compensation. I find that this is an circumstances. I take into account the length of time that the error persisted, but also that it was an innocent mistake by the company and that it has made attempts to put things right since the error was discovered.

Outcome

The company needs to take the following further action:

Pay compensation of £150 to the customer.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 12 August 2019 to accept or reject this decision.
- If you choose to accept this decision, the company will have to do what I have directed within 20 working days of the date on which WATRS notifies the company that you have accepted my decision. If the company does not do what I have directed within this time limit, you should let WATRS know.
- If you choose to reject this decision, WATRS will close the case and the company will not have to do what I have directed.

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- If you do not tell WATRS that you accept or reject the decision, this will be taken to be a rejection of the decision. WATRS will therefore close the case and the company will not have to do what I have directed.

A handwritten signature in cursive script, appearing to read "J J Higgins", is displayed on a light green rectangular background.

J J Higgins, Barrister, ACI Arb.

Adjudicator

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