

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1509

Date of Decision: 23 September 2019

#### Complaint

The customer submits that his metered bills do not accurately reflect the water that he actually used at his home. He had some internal leaks at his home and fixed these, which meant his water consumption dropped. However, the company was not willing to give him an allowance for the water lost through the leaks. When the company exchanged the meter in July 2018, the following meter read in October 2018 confirmed a drop in his water consumption. He was paying more for water when there were less people living in the house, than when the meter was initially installed when there were more people living there. He wanted the meter removed from his home and to revert to his previous method of paying for unmeasured charges. The customer requests that the company cancel the outstanding bill of £797.00 and re-issue the bill based on the water he has actually used at his home.

#### Defence

The company submits that the customer was billed via Rateable Value at the property, until opting for a water meter in September 2016. It visited the property on multiple occasions to check the meter was working correctly, and changed the meter at the customer's request, even though it did not believe that it was necessary. It noticed an internal leak when it visited on 6 November 2017. It was agreed that the customer would arrange for a plumber to repair the leaks. Under its Leakage Code of Practice, the owner of the property is responsible for fixing any leaks within 28 days. The repair was not completed until sometime between 12 January and 12 February 2018. However, it provided a leak allowance later as a gesture of goodwill, even though the leak was internal to the property, and not repaired within the required period. The meter was also later removed at the customer's request, and it reverted the property back to the unmeasured charges, although it was outside of the revoke period. All of its investigations conclude that the water did pass through the meter, some of which was lost to leakage on the customer's internal pipework. No offer of settlement was made.

#### Findings

Under the company's Scheme of Charges, customers who have switched to a meter have up to one month, after it has issued bills for two years from the date the meter was fitted, to make a request to revert back to the previous unmeasured charges. The customer requested that the company remove the meter outside of the required timescale. The company agreed to remove the

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meter as a gesture of goodwill although it was not obliged to do so. There is no evidence to show that the amount billed by the company is incorrect. It is not in dispute that the company visited the property on multiple occasions to check the meter was working correctly. It is also not in dispute that there was an internal leak discovered at the customer's property on 6 November 2017. I accept the company's submissions that a leak during the period also explains some of the high usage recorded. Following the exchange of the meter, his water consumption dropped. However, I accept the company's submissions about the adjustments made for the customer's benefit, and that the second reading taken after the exchange is consistent with the reading previously recorded on the first meter. Having carefully considered the matter, I find that the company has shown that it has taken all reasonable steps to investigate the complaint of high bills. I can appreciate the customer's distress at receiving larger bills than he expected. However, there is no evidence to show that the company has billed the customer incorrectly and that the customer is not liable to pay for the usage recorded.

#### Outcome

The company does not need to take any further action.

The customer must reply by 21st October 2019 to accept or reject this decision.

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# ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /1509

Date of Decision: 23 September 2019

## Party Details

Customer: [ ]

Company:[ ].

## Case Outline

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

- He has had a long running dispute with the company. He believes that the amount of his metered bill does not accurately reflect the water that he actually used at his home.
- He had some internal leaks at his home and fixed these, which meant his water consumption dropped. The company was not willing to give him an allowance for the water lost through the leaks.
- When the company exchanged the meter in July 2018 the following meter read in October 2018 confirmed a drop in his water consumption.
- He was paying more for the water he used recently when there were less people living in the house, than when the meter was initially installed when there were more people living there. He wanted the meter removed from his home and to revert to his previous method of paying for unmeasured charges.
- The customer requests that the company cancel the outstanding bill of £797.00 and re-issue the bill based on the water he has actually used at his home.

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

- The customer was billed via Rateable Value at the property, until opting for a water meter in September 2016.
- Under its Scheme of Charges once a customer has switched to a meter, they have up to one month after it has issued bills for two years from the date the meter was fitted, to make a request

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to revert back to the previous unmeasured charges, (providing the customer has not previously had a meter fitted).

- It visited the property on multiple occasions to check the meter was working correctly, and changed the meter at the customer's request, even though it did not believe that it was necessary.
- When it visited on 6 November 2017, it noticed the meter turning very slowly. The customer informed it that he had an intermittent drip on his bathroom tap, and the cistern was also found to be overflowing. It was agreed that the customer would arrange for a plumber to repair the leaks, and a leakage pack was provided.
- Under its Leakage Code of Practice, the owner of the property is responsible for fixing any leakage or wastage, from pipework or fittings inside their property. When it identifies waste of water from internal pipework or fittings, it provides a leakage pack outlining the owner's legal responsibility to complete the repair within 28 days.
- When the leak went unrepaired within the 28 day period, a further leakage pack was issued on 8 December 2017.
- It telephoned the customer on 12 January 2018 to enquire if the repair was complete. It was told that the leak had not been repaired due to waiting for a part that was no longer readily available.
- It visited the property on 12 February 2018 to check if the leak had been repaired. Even though the customer was not at home, it was able to access the meter and could see that it was static. As there was no water being recorded, we were satisfied that the leak had been repaired. The repair would have been completed sometime between 12 January and 12 February 2018.
- A leak allowance was later provided as a gesture of goodwill, even though the leak was internal to the property, and not repaired within the required period.
- The meter was also later removed at the customer's request, and it reverted the property back to the unmeasured charges, although it was outside of the revoke period. The customer was also alerted to the fact that his unmeasured charges would be higher. It made it clear to the customer that the unmeasured charge (Rateable value) for the Property is higher than his current bill, and that by removing his meter, the amount he pays would increase.
- It appreciates the meter charges may have been more than the customer was expecting, though it has no reason to believe that either of the meters, or the readings taken are inaccurate. All of its investigations conclude that the water did pass through the meter, some of which was lost to leakage on the customer's internal pipework. It has not been presented with any other evidence to suggest that its information is inaccurate. All its bills issued whilst the customer had a meter, are based on the amount of water that has passed through the meter.

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## 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. I must remind the parties that adjudication is an evidence-based process.
2. 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.
3. It is almost inevitable in such adjudications that conflicts of evidence arise. The adjudicator's role is to balance the evidence that is presented.

## ***Reverting to unmeasured charges***

4. Under Section 143 of the Water Industry 1991 Act, the company is entitled to make a Scheme of Charges that fixes the charges for any services provided by the company in the course of carrying out its functions.

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5. A company's Scheme of Charges must be approved by OFWAT, the Water Industry Regulator. There is no evidence to show that the company's Schemes of Charges have not been approved by OFWAT or do not comply with OFWAT's Charging Rules.
6. I accept the company's submission that under its Scheme of Charges, customers who have switched to a meter have up to one month, after it has issued bills for two years from the date the meter was fitted, to make a request to revert back to the previous unmeasured charges - providing the customer has not previously had a meter fitted. While the company has not submitted similar evidence for the full period, I accept that it is more likely than not that the policy has been consistent for the relevant period.
7. The evidence shows that the customer made an online application for a water meter on 8 September 2016. The water meter was fitted 16 September 2016. On 1 August 2017, the company offered to remove the meter for the customer. The customer did not take up this offer. On 9 May 2019, the customer contacted the company via the Consumer Council for Water ("CCW") and asked for the meter to be removed. Despite the customer making the request over 2 years and 7 months after the meter was fitted; outside the required timescale, the company agreed to remove the meter as a gesture of goodwill although it was not obliged to do so. I find no failing on the company's part in relation to the customer's request for the meter to be removed.

#### ***Amount billed on the meter***

8. There is no evidence to show that the amount billed by the company is incorrect.
9. I accept the company's submissions that when a customer applies for a water meter, based on the information they provide, they are given an indication of what their measured bills could be; it has no way of knowing how much water will actually be used.
10. It is not in dispute that the company visited the property on multiple occasions to check the meter was working correctly.
11. It is also not in dispute that there was an internal leak discovered at the customer's property on 6 November 2017.

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12. It was agreed that the customer would arrange for a plumber to repair the leak. The company is legally only responsible for the water main and the communication pipe from the water main to the boundary of a property. Property owners or occupiers are responsible for the supply pipe, which runs from the boundary of the property to the property and all the pipework, fixtures and fittings inside the property. Once an issue has been identified on private pipework, any repairs are the responsibility of the customer.
13. I accept the company's submission that under its Leakage Code of Practice, when waste of water from internal pipework or fittings is identified, the owner of the property is legally obliged to complete the repair within 28 days. The customer did not complete the repair within the timeframe required. The company followed up twice on 8 December 2017 and 12 January 2018, and states that when it visited the property on 12 February 2018, the meter was static, and so the repair was completed sometime between 12 January 2018 and 12 February 2018; 67 days or more after the leak was confirmed. This is not disputed by the customer. Therefore in the absence of any evidence showing otherwise, I accept the company's submissions that a leak during the period also explains some of the high usage recorded as the bill dated 23 April 2018 included the cost of water lost through the internal leakage.
14. I also accept the company's submission that under its Leakage Code of Practice, a leakage allowance is not available if the leak is not repaired within 28 days. However, despite not being obliged to do so, the company granted the customer a leakage allowance of £138.50 as a gesture of goodwill.
15. As the customer continued to raise concerns about his bill, the company visited the property on 8 May 2018 and determined that there was no problem with the meter. However, the company states that to reassure the customer it subsequently exchanged the meter on 10 July 2018.
16. I note the customer's submissions that following the exchange of the meter, his water consumption dropped. This is confirmed by the meter reading taken on 9 October 2018. However, I also note the company's submissions that when it replaces a meter, it uses a lower final reading than that actually recorded on the old meter as a customer's next bill will be made up of both the old meter, and the new meter in part. The company states that it makes this adjustment to ensure that the customer benefits from a lower reading, and that the 9 October 2018 reading is therefore not a true reflection of the customer's actual usage. I accept the company's submissions that the next reading taken on 23 April 2019 is consistent with reading

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previously recorded on the first meter. I therefore accept the company's submissions on a balance of probability.

17. Having carefully considered the matter, I find that the company has shown that it has taken all reasonable steps to investigate the complaint of high bills. I can appreciate the customer's distress at receiving larger bills than he expected. However, there is no evidence to show that the company has billed the customer incorrectly and that the customer is not liable to pay for the usage recorded. Consequently, the customer has not shown that the company has failed to provide its services to the customer to the standard to be reasonably expected by the average person in this regard.

18. In view of all of the above, the customer's claim is unable to succeed.

#### **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 23rd October 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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**U Obi LLB (Hons) MCIArb**  
**Adjudicator**

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