

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1554

Date of Decision: 5 September 2019

Complaint

The customer states that it has been billed incorrectly as a result of the company's failure to read its meters in a timely manner, and that the company has provided poor customer service.

Defence

The company states that the customer has been billed correctly, and the customer has already been properly compensated for the customer service failures it experienced

No offer of settlement has been made.

Findings

The company failed to provide its services to the customer with respect to the reading of one of the customer's two meters

Outcome

The company needs to take the following further action: It must reduce the customer's bill by £4,642.01.

The customer must reply by 4 October 2019 to accept or reject this decision.

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ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /1554

Date of Decision: 5 September 2019

Party Details

Customer: []

Customer's Representative: []

Company: []

Case Outline

The customer's complaint is that:

- The customer's water meters have not been read for more than 3 years.
- This has resulted in the customer receiving a large bill, which it believes is incorrect.
- The company failed in its duty of care to the customer.
- The company has threatened the customer with rude and insulting emails, and has pursued payment of a bill although its correctness has been challenged.
- The customer requests that the current bill be cancelled and recalculated using current water consumption rates, and that the company offer a suitable gesture of goodwill for its service failures.

The company's response is that:

- The customer has two water meters.
- Actual readings of both meters were taken on 28 December 2016.
- One meter was subsequently read on 21 June 2017, and the other on 26 June 2018.
- Additional attempts were made to read the meters, but the meters could not be accessed.
- The company's charges scheme states that if a meter reading cannot be made, then an estimated reading will be used.

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- The company requested the wholesaler to provide an actual read of both meters, and this was done on 6 March 2019.
- The customer has made no payment since 27 March 2018.
- The customer has received total goodwill payments and compensation of £120.00.

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. The Water Services Regulation Authority ("Ofwat") has stated that "As a minimum, the company should read your meter once every two years."
2. I find, therefore, that it constitutes a failure by a water company to provide its services to a customer to the standard to be reasonably expected by the average person if it fails to meet this standard expressly laid out by Ofwat.
3. In the present case, the customer argues that the company failed to read its water meters for 3 years. The customer, however, has two water meters, and these meters must be treated separately.

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4. In addition, the company has produced conflicting documentation, with the documentation produced by the company to the Consumer Council for Water (“CCWater”) not being consistent with that produced by the company in its Defence. The company argues that the evidence regarding when the customer’s two meters were read is unclear, but that the interpretation of that evidence offered in its Defence is preferable. However, this determination must be made independently by an adjudicator, based on an evaluation of that evidence, rather than the company’s own interpretation being automatically accepted.
5. Further, the company was not in charge of reading the meters for the entire period in question, but took over this responsibility from RST Water, and so the company is not directly responsible for at least part of the period in which the meters were not read. Nonetheless the policy behind the service standard laid out by Ofwat is tied to the need for customers to have reliable information on their water usage in order to be able to adjust that usage to match what they can afford. The obligation to read a meter every two years cannot, therefore, depend on a single company having responsibility for reading the meter throughout that period, where the customer has no choice in the transfer of meter reading responsibility. This would undermine the protection that Ofwat’s standard is intended to provide to customers. As a result, I find that regardless of the point at which the company took over the responsibility of reading the customer’s meters, the company was obligated to ensure that a reading was obtained within two years of the previous actual reading being obtained.
6. In the case of meter 9[]4, I find that both sets of evidence provided by the company support a conclusion that the meter was manually read on 21 June 2017 and then again on 6 March 2019. This is a period of less than two years, and so although it is unquestionably a significant gap between readings, I find that it nonetheless does not constitute a failure by the company to provide its services to the customer to the standard to be reasonable accepted by the average person.
7. In the case of meter 12[]9, the company argues in its Defence that the meter was read on 28 December 2016. However, in the evidence provided by the company to CCWater, the 28 December 2016 reading is designated “EST”, which I find is best understood to stand for “estimated”.

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8. The company states that "There is a note from RST Water on 31.12.2016 which shows that the meter reader was unable to locate the meters on this date, but it this doesn't confirm whether or not they attended the property on 28 December 2016 to read water meters."
9. While this is true, it is not immediately clear why the company would have been attempting to read the meter on 31 December 2016 if an actual reading had already been obtained three days earlier on 28 December 2016, or why there would be significant difficulty finding a meter that had been found and read only three days previously. Moreover, while the note referenced by the company is not conclusive regarding whether the reading on 28 December 2016 was estimated or actual, I find that on balance, a note stating that the meter could not be found on 31 December 2016 is more consistent with the 28 December 2016 reading being estimated than it is with the reading being actual.
10. The documentation provided by the company both in its Defence and to CCWater states than an actual reading of this meter was taken on 26 June 2018, and I accept that this is true.
11. However, I also find based on the two sets of evidence, as well as on the additional evidence referenced by the company, that the most recent actual reading of this meter prior to 26 June 2018 was taken on 11 July 2015, nearly 3 years earlier.
12. I find, therefore, that with respect to its reading of meter 12[]9, the company failed to provide its services to the customer to the standard to be reasonably expected by the average person.
13. The customer requests that the current bill be cancelled and recalculated using current water consumption rates.
14. However, for the reasons just given, the customer only has a valid claim against the company with respect to one of the two meters. In addition, as the company was only obligated to read the customer's meter once every two years, it did not fail to provide its services to the customer to the standard to be reasonably expected by the average person until 11 July 2017, two years after the previous actual reading. This failure, however, then continued until the next actual reading was provided on 26 June 2018.
15. As already noted, the obligation to take a regular actual reading of meters ensures that customers have the information necessary to adjust their water usage in accordance with their

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ability to pay, and although I find no basis for concluding that the customer has been billed inaccurately, the company's failure to provide the customer with an actual reading deprived the customer of the ability to adjust its water usage in order to potentially reduce its bill.

16. As a result, the company's failure to provide its services to the customer to the standard to be reasonably expected by the average person potentially caused the customer to pay an enhanced bill for the period from 11 July 2017 until the meter was ultimately read on 26 June 2018.
17. The best indication of how the customer might have adjusted its water usage in response to an actual reading on 11 July 2017 is its response to receiving the actual reading on 26 June 2018.
18. The period from 26 June 2018 until the next actual reading on 6 March 2019 constitutes 253 days. Based on the company's bills to the customer in this period, I find that the customer consumer 4.72m³ per day.
19. By contrast, the bill produced by the company for this meter across the entire period disputed between the parties uses a most common rate of 17.06m³.
20. I conclude, therefore, on the basis of the evidence provided, that the company's failure to provide the customer with an actual read of the meter in the period 11 July 2017 until 26 June 2018 resulted in the customer consuming an additional 12.34m³ per day. This includes a period of 167 days in which the customer was being billed 146.65 pence per m³, and a period of 86 days in which the customer was being billed 152.64 pence per m³.
21. This results in an overpayment by the customer of £4,642.01, directly resulting from the company's failure to provide its services to the customer to the standard to be reasonably expected by the average person.
22. Consequently, the company must reduce the customer's bill by £4,642.01.
23. The customer also requests that the company offer a suitable gesture of goodwill for its service failures.

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24. However, I acknowledge that the company has already provided an apology and a goodwill gesture to the customer with respect to the email to which it objected, and I find that this was appropriate for the email in question. In addition, the customer has already received further payments from the company, resulting in a total payment already made of £120.00.

25. As a result, while I accept that the customer will have been inconvenienced by the company's failure to read meter 12[]9 for over two years, followed by its attempt to collect payment, I find that the reduction in the bill already awarded to the customer, combined with the compensation already paid by the company, constitutes sufficient compensation.

26. Consequently, this element of the customer's claim does not succeed.

27. For the reasons given above, the company must reduce the customer's bill by £4,642.01.

Outcome

The company needs to take the following further action: It must reduce the customer's bill by £4,642.01.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 3 October 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.
- 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.

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Tony Cole

Tony Cole, FCIArb

Adjudicator

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