

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1577

Date of Decision: 8 November 2019

#### Complaint

Since July 2017, the customer's water charges have steadily increased and in January 2019 he received a bill for £4,202.84; ten times the amount of his normal bills. The customer engaged a plumber to check for leaks; none were found but the plumber advised him that the 30-year-old meter was over-clocking. The customer complained to the company and the meter has now been replaced. In view of the fact that it would have been almost impossible for him to use the amount of water he has been billed for, and the circumstances suggest that the old meter had an intermittent fault, the customer wants the company to recalculate the charges applied to his account since July 2017.

#### Defence

On 31 January 2019, the customer telephoned the company to query the bill he had received for the period from October 2019 to January 2019. The customer's plumber believed the meter was over-clocking, so the company arranged for the meter to be replaced. RST Water ("the Wholesaler") conducted a meter accuracy test on the old meter to establish whether it had recorded the customer's water consumption correctly. The test confirmed that the meter was functioning within the prescribed limits specified by the Measuring Equipment (Cold Water) Regulations 1988/2006. Further tests confirmed that the customer's water consumption prior to the meter exchange, but after the customer had received the disputed bill, had returned to historical levels. The company states that the high consumption may have been due to a leak that has now been repaired and believes that the charges applied to the customer's account since July 2017 are correct and payable. Therefore, the company denies liability to reduce the charges.

The company has not made an offer of settlement.

#### Findings

The accuracy of the customer's water meter, for which RST Water ("the Wholesaler") is responsible, and the results of the meter accuracy test performed by the Wholesaler, are central to this dispute. However, as an adjudicator operating under the Water Redress Scheme, I am only able to

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make findings relating to the responsibilities of the parties to this case. As the Wholesaler is not a party to this case, I cannot adjudicate on whether the circumstantial evidence indicates that the old meter, owned by the Wholesaler, was faulty. I can only adjudicate on whether the company fulfilled its responsibility to apply the correct charges to the customer's account, based on the information it received from the Wholesaler. Having reviewed the results of the meter accuracy test supplied to the company by the Wholesaler, I accept that the company was informed that the old meter was working within the prescribed limits specified by the Measuring Equipment (Cold Water) Regulations 1988/2006. I also accept that investigations carried out by the company indicate that the old meter had accurately recorded the customer's consumption. Therefore, on the balance of probabilities, I find the charges applied to the customer's account since July 2017 are correct and payable. Accordingly, I cannot find that the company has failed to provide its service to the standard reasonably expected by the average customer by refusing to reduce the charges. Therefore, the customer's claim does not succeed.

#### Outcome

The company does not need to take any further action.

The customer must reply by 6 December 2019 to accept or reject this decision.

## ADJUDICATOR'S DECISION

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Date of Decision: 8 November 2019

### Party Details

Customer: [ ].

Company: [ ].

### Case Outline

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

- Since July 2017, he has noticed a steady increase in the water charges applied to his account by the company. In January 2019, he received a bill for £4,202.84 for the period from October 2018 to January 2019; ten times the amount of his normal bills.
- It would have been almost impossible for him to use the amount of water charged for and, if anything, his water consumption went down during this period.
- He engaged a plumber to check for leaks; none were found but the plumber advised him that the meter was over-clocking. The meter was 30 years old and must have developed a mechanical fault, however, when the meter was tested by the company before it was exchanged, the recorded water consumption had returned to normal. The meter has now been replaced.
- He wants the company to recalculate the charges applied to his account from July 2017 and charge him only for the water he has used.

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

- On 31 January 2019, it received a telephone call from the customer querying a bill he had received for £3,866.86, dated 25 January 2019. The customer also questioned whether the meter reading the bill was based on was accurate and, therefore, it arranged for the meter to be read again.
- On 12 February 2019, the customer telephoned again and explained that he had engaged a plumber to check for leaks; none had been found but the plumber had advised him that the

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meter was turning very quickly. The customer asked the company to arrange for the meter to be exchanged.

- It advised the customer that the Wholesaler could conduct a meter accuracy test on the old meter to establish whether it had recorded the customer's water consumption correctly. It wrote to the customer to explain how the meter accuracy test would work and outlined the charges payable by the customer if the test confirmed the meter was working correctly. The customer accepted liability for the charge if the meter was not faulty and, therefore, it sent a request for a meter replacement and a meter accuracy test to the Wholesaler.
- The meter was replaced on 27 March 2019 and the meter accuracy test was performed on 25 April 2019. The test confirmed that the meter was functioning within the prescribed limits specified by the Measuring Equipment (Cold Water) Regulations 1988/2006. As the test confirmed that the meter was functioning correctly and the consumption recorded on the meter was accurate, the meter accuracy test charge of £413.81 was applied to the customer's account.
- Following receipt of the pre-investigation letter sent from CCWater on 21 June 2019, it conducted further investigations to ensure that the charges applied to the customer's account were correct. The investigations confirmed that the customer's water consumption prior to the meter exchange, but after the bill was sent in January 2019, had decreased in line with historical levels. It states that the high consumption may have been due to a leak that has now been repaired or water wastage that has now ceased.
- The bill sent to the customer in January 2019 was a catch-up bill based on an actual meter reading as previous readings had been estimated. Considering the meter accuracy test results, and the fact that consumption returned to normal levels before the meters were exchanged, it believes that the consumption shown on the disputed bill is correct and payable. Therefore, it denies liability to reduce the charges applied to the customer's account since July 2017.

### **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 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. In order to make a decision in this matter, I must clearly distinguish between actions taken by the wholesaler and the duty owed by the retailer to its customers. Since the water market in England opened up to retailers in April 2017, all non-household customers have been moved to a wholesale/retail split service. As a result, a non-household customer now only has a relationship with the retailer. In turn, an adjudicator operating under the Water Redress Scheme may only make findings related to those things for which the retailer, as the party to the case, has responsibility, and not those things for which the wholesaler has responsibility.
2. Having reviewed the evidence provided by the parties, I find that the company is the customer's retailer and is responsible for billing, accounting and customer services. RST Water is the customer's wholesaler and, as such, is responsible for the maintenance and repair of the water and sewerage assets, including the customer's water meter.
3. The customer wants the charges applied to his account since July 2017 reduced on the basis that his water meter was faulty and over-recorded his water consumption. Therefore, the accuracy of the meter, and the results of the meter accuracy test performed by the Wholesaler, are central to this dispute.
4. However, as explained above, I am only able to make findings relating to the responsibilities of the parties to this case. As the Wholesaler is not a party to this case, I cannot assess the circumstantial evidence regarding whether or not the customer's meter, which is the Wholesaler's asset and responsibility, was over-recording the customer's water consumption; I can only adjudicate on whether the company has billed the customer correctly based on the information it received from the Wholesaler.

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5. The evidence demonstrates that, having obtained the agreement of the customer, the company referred the customer's complaint to the Wholesaler and requested a meter exchange and a meter accuracy test on the old meter. Consequently, the meter was exchanged on 27 March 2019 and the meter accuracy test on the old meter was completed on 25 April 2019.
6. I have reviewed the results of the meter accuracy test supplied to the company by the Wholesaler and accept that the company was informed that the old meter was working within the prescribed limits specified by the Measuring Equipment (Cold Water) Regulations 1988/2006, and that the readings taken from the customer's meter were correct.
7. The evidence also demonstrates that the company conducted further investigations and discovered that the customer's water consumption had returned to historical levels before the old meter had been replaced.
8. In view of the above, I cannot find that the company has failed to provide its service to the standard reasonably expected by the average customer by relying on the information provided by the Wholesaler and refusing to reduce the charges applied to the customer's account since July 2017. On the balance of probabilities, I accept that the charges have been correctly applied to the customer's account and are payable by the customer. I appreciate that this decision will disappoint the customer and is far from the outcome he hoped for, but it therefore follows that the customer's claim cannot 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 6 December 2019 to accept or reject this decision.

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- 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.

*KS Wilks*

Katharine Wilks

**Adjudicator**

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