

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1583

Date of Decision: 29 November 2019

Complaint

The customer denies that he is liable to pay a bill received from the company in the sum of £6,662.04 as he does not accept that meter readings from his previous meter accurately reflected his usage. The said readings indicate an average daily usage one hundred and thirty-seven times higher than his usual consumption. He believes the meter had an intermittent fault and complains that the company refused his request for the meter to be independently tested (further to the company's testing showing no fault). He requests that the company recalculate his bill for the period of the high consumption based on his normal consumption.

Defence

The company submits that as the customer confirmed no leak at the property and because the meter when tested showed no fault, the disputed bill is correct and due.

Findings

The dispute concerns an alleged faulty meter, therefore as the meter is a RST Water asset (and not the company's) and it is the wholesaler (RST Water) that approves any bill allowance/adjustment in lieu of a fault found to a customer's water meter, I find that the customer's request for a bill recalculation falls outside of the scope of WATRS. However, there were customer service failures by the company when handling the customer's case including poor communication and delays in addressing correspondence. As such, I find this is evidence of the company failing to provide its services to a reasonably expected standard. However, as no further remedy has been requested (other than the bill recalculation that falls outside of the scope of WATRS), the company is not liable to provide any remedy to the customer.

Outcome

The company is not required to taken any further action.

The customer must reply by 6 January 2020 to accept or reject this decision.

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ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /1583

Date of Decision: 29 November 2019

Party Details

Customer: []

Company: []

Case Outline

The customer's complaint is that:

- He received an unexpected high bill for £6,662.04 in respect of 2B Greenway, []. The bills show a spike in usage for the period 4 July 2017 to 5 July 2017 but nothing in his consumption patterns would justify or explain it. Therefore, the customer disputes that he used this increased water during the period in question and that he is responsible for the bill.
- He employed the service of an independent plumber to investigate the matter and there was no leak found. The company arranged for the meter to be tested and there were no faults found on the meter. He was not sent evidence of the test results. He suggested the possibility of an intermittent issue with the meter and asked for the meter to be tested independently but the company advised it had destroyed the meter.
- The company increased his monthly direct debit of £28.08 to £651.58 without contacting him to discuss it. Four payments of £651.58 were taken until he noticed this in his bank statements.
- He requests that the bill for the period of the high consumption to be recalculated based on his normal consumption.

The company's response is that:

- The customer contacted it on 15 September 2017 regarding his high invoices. It advised him to complete a self-leak test to check for leaks on the supply pipe as this may be the cause of the high consumption. The customer contacted it later the same day and advised that he was unable to complete a self-leak test as the chamber was in the pavement. It advised that if he was unable to complete the test, a private plumber would need to check the supply for leaks.

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- The customer gave it an up to date meter reading on 18 September 2017 of 2637 m3, (taken on 15 September 2017). The customer checked the water meter again on 16, 17 and 18 September 2017 and the reading had not moved, which indicated that there was no leak on the private supply pipe.
- The customer had indicated that his plumber has suggested that the water meter could be faulty as the daily average consumption had gone up and then had returned to normal. The customer did also mention that the flat above had been empty for some time. The flat above the premises is also connected to the water meter and this is classed as a shared supply.
- The customer contacted it on 3 November 2017 and requested a meter accuracy test, this was because the consumption had increased between the period from January to April 2017. The consumption since April 2017 had returned to normal.
- The wholesaler went out to the property on 15 November 2017 to exchange the water meter (H15[]0), so the meter could be tested. This is normal practise for the wholesaler to exchange the possible faulty meter for a new one as this allows the independent contractor, Honeywell to perform the necessary tests to determine if the previous water meter was recording water consumption correctly.
- The customer contacted it on 2 January 2018 to confirm that the previous water meter (H15[]0) had been replaced with a new meter (C17[]0).
- It received the results from Honeywell on 5 February 2018 and they confirmed that meter H15[]0 was recording water consumption accurately and there was no fault with the meter. This means that the consumption that the customer has been charged on meter serial number H15[]0 is correct and payable as there is no evidence to suggest that the water meter was faulty.
- It contacted the customer to advise him of the results and explained to the customer and his solicitors that the meter was not faulty and the balance on the account remains due and payable.
- It has been mentioned in the Consumer Council for Water (CCW) complaint pack that the customer had requested to use an independent company to test water meter serial number H15[]0 and he has asked for this on many occasions. However, it has reviewed the case in full and there is no mention that the customer asked for access to the water meter, so he could get an independent contractor of his choosing to test the water meter himself. As the water meter is a wholesale (United Utilities) asset and not the customer's, the request would have been rejected; the water meter sent to Honeywell would have been destroyed after the meter got tested.
- Its billing had re-assessed the customer's monthly direct debit automatically on 11 May 2017, as the current payments that were being made were not covering the debt amount or future consumption. He

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customer's secretary contacted it on 11 September 2017 who was aware of the increase in payments due to the balance on the account. The customer's direct debit was cancelled on the same day.

- In conclusion, it has reviewed this case thoroughly and we are unable to apply any adjustments to the customer's account as the water meter (H15[]0) has been tested and confirmed as recording consumption correctly. Therefore, the balance on the account is correct and payable.

Reply

- From April 2012 to July 2016 the meter reading daily consumption was on average 0.15 m3. According to the meter readings, this then went up by one hundred and thirty-seven times to 20.53 m3. At that time the one bedroom flat was empty and the customer reiterates that the downstairs clinic only had one toilet and one sink. He has been informed by a plumber that this reading would only be from a burst pipe or faulty meter. Since there was no leak or burst pipe there can only be a sporadic fault in the meter.
- There is no possibility the premises could have utilised the quantity of water quoted and billed for during the timeframe of Nov 16 to April 2017; the meter can only have been faulty. The history pattern over the last seven years of usage for the building "speaks for itself" and up until this point has always been consistent with an average of 0.5 m3 daily consumption. There is no plausible explanation as to why within this six-month timeframe it was one hundred and thirty-seven times higher other than the meter being at fault. During this six month period, the bill suggested that the usage was sporadic, a clear indication that the meter was not functioning in a rational manner.

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.

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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 customer is a business customer and the premises to which the complaint relates is: 2B Greenway, [] (the Premises).
2. The dispute relates an unexpected high water bill due to high water usage recorded on the meter. The customer strongly denies that the usage in question is genuine and explains that the Premises is a self-contained unit on the ground floor from where he operates the chiropractor practice with one sink and one toilet and an upstairs flat (which he says was empty during the time of the high usage). Therefore, the apparent spike in usage is “inconceivable”. The customer suggests the meter had an intermittent fault. The company contends that as there has been no leak at the Premises and as a meter test confirmed the meter was recording consumption correctly, it is unable to apply any adjustments to the customer’s bill.
3. At this juncture, I must highlight to the parties that I consider the remedy sought by the customer for a bill recalculation (based on the customer’s normal consumption) for the period of the high consumption, falls outside of the scope of WATRS. This is because the water meter involved in the dispute is a RST Water (RST) asset and as the wholesaler, it would be RST that grants any request made by the company on behalf of the customer for an allowance or adjustment in lieu of the spike in water usage recorded on the meter.
4. By way of background, I remind the parties that the company is the retailer and that RST is the wholesaler for the customer’s region. The division between the wholesaler and retailer occurred as a result of government changes which opened up the water market which came into effect on 1 April 2017. I find that the company and RST are therefore two distinct and separate entities and further that a WATRS Application can only be brought against one party. In this instance, the customer’s case has been defended by the company; the retailer and therefore for the purposes of this decision, my remit is to determine the issues between the customer and the company. I am unable to consider any matters that RST or other third parties are responsible for.

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5. However, I am able to consider the customer's complaint from the perspective of whether the company dealt with the customer's case and subsequent complaint to a reasonably expected standard. I shall proceed on this basis.

6. Based on the table supplied in the company's Defence showing the customer's water usage history (covering the period from 17 April 2012 to 11 July 2019), I find that the meter readings taken on 10 October 2016, 4 January 2017 and 6 April 2017 show the customer's ADUs as 0.74 m³, 7.28 m³ and 20.53 m³ respectively, therefore showing a steady increase during this timeframe. In contrast, the range of customer's ADU at all other times from April 2012 to July 2019 is limited to between 0.03 m³ and 0.33 m³. The disputed higher readings generated a bill of £6,662.04 (the bill has not been supplied to me) which resulted in the customer's monthly Direct Debit increasing from £28.08 to £651.58. Therefore, I accept that the increase represents a huge spike in water usage recorded on the customer's meter. I acknowledge that the customer's ADU had reduced by the next meter reads taken on 5 July 2017 and 16 September 2017 (showing ADUs of 0.28 m³ and 0.03, respectively), Further, I note that subsequent meter reads have continued to reflect ADUs within expected levels since. I note therefore that the ADU recorded returned to normal levels prior to the meter change on 15 November 2017 when it was removed for testing.

7. I acknowledge that when it first came to the attention of the customer after he noticed increased Direct Debit amounts collected from his bank account, he arranged for a plumber to check for a leak, as recommended by the company. The customer confirms that the plumber found no leak at the Premises and I can see that he requested the company to test the meter for a fault. The wholesaler removed the meter (serial number H15[]0) on 15 November 2017 (exchanging it with meter serial number C17[]0) and I find the date on the test certificate (included in the CCW documentation) indicates that the meter was tested (by the wholesaler's independent contractor, Honeywell) on 1 December 2017. I acknowledge that the test results indicate that meter H15[]0 was recording water consumption accurately and that there was no fault with the meter. As such, based on the lack of leak found at the Premises and the meter not being found faulty, the company confirmed to the customer (on 5 February 2018) that the bill was correct and payable. It has since offered the customer a repayment arrangement should the customer require one.

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8. On balance, due to no leak at the Premises and no fault found to the meter, I do not consider it unreasonable that the company did not pursue the wholesaler (on behalf of the customer) for a bill recalculation.
9. In relation to the customer service provided by the company, I consider there were customer service shortfalls on its part including:
 - a. A failure to inform the customer in advance of the increase to his Direct Debits from £28.08 to £651.58 (to cover the high usage);
 - b. A failure to inform the customer (prior to the removal of the meter) that the meter would be disposed of/refurbished following the test.
 - c. A failure to escalate the customer's complaint raised after he was informed of the results of the meter test.
 - d. A delay (of more than 4 months) in responding to the customer's Solicitor's letter of 10 July 2018.
10. Therefore, in light of the above customer service failures, I am satisfied the company failed to provide its services to a reasonably expected standard. The customer has also complained that the company refused requests for the meter to be independently checked. I acknowledge that in the letter to the company from the customer's solicitors dated 10 July 2018, an examination of the meter by their own expert is mentioned. However, in its response dated 26 November 2018, the company explained that the meter would have been refurbished or disposed of after the meter was tested in November 2017 (it was actually tested on 1 December 2017). Whilst I accept the accuracy of the company's response, as above I consider that the company should have informed the customer of this prior to the removal of the meter.
11. In summary, the cause of the unprecedented spike in usage is unclear and whilst the customer suggests the meter had an intermittent fault, there is no evidence to support this (other than the high meter reads recorded on serial number H15[]0 that decreased to usual ADU levels, prior to the meter change but I consider this could also be reasonably interpreted as the meter functioning correctly). I acknowledge that the company did not pursue the wholesaler, RST for a bill recalculation for the customer as sought, however, due to no leak at the Premises and the results of the meter test showing no fault, on balance, I do not find this constitutes a service failure by the company. Whilst there were proven customer service failures by the company

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when dealing with the customer's case, as no further remedy has been requested (other than the bill recalculation which falls outside of the scope of WATRS), in accordance with the Scheme Rules, I am unable to direct that the company provide any redress to the customer.

Outcome

The company is not required to taken any further action.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 6 January 2020 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.



A. Jennings-Mitchell, Ba (Hons), DipLaw, PgDip (Legal Practice), MCI Arb
Adjudicator

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