

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /0724

Date of Decision: 3 May 2018

#### Complaint

The customer states that she has been paying a higher surface water drainage charge than was appropriate for many years, and that the company is refusing to provide full reimbursement of the excess payments. She claims reimbursement of all overpayments made for the entire 20 years during which she was charged on the wrong banding.

#### Defence

The company states that the customer has been provided a reimbursement in accordance with its policy, and that the burden was on the customer to notify it of any changes to her property that might justify a change in banding. It denies that the customer is entitled to any further reimbursement.

No offer of settlement has been made.

#### Findings

The company has provided its services to the customer to the standard to be reasonably expected by the average person.

#### Outcome

The company does not need to take any further action.

The customer must reply by 4 June 2018 to accept or reject this decision.

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- The new banding was backdated to 1 April 2017, in line with the company's policy.
- The customer then requested a reduction to Band 2, as the carpark should not be included in her property.
- It is waiting for the customer to supply it with a lease agreement, and until this is received, the customer's property will remain in Band 3.
- It was the customer's responsibility to inform the company of any dispute regarding the surface water drainage charge.
- It has acted in accordance with its policy.
- The customer is not entitled to a rebate beyond 1 April 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.

If the evidence provided by the parties does not prove both of these issues, the company will not be directed to do anything.

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 parties are in agreement that the customer's property has been incorrectly banded for a period of time greater than the rebate the company has agreed to pay to the customer. The current dispute concerns solely whether the company is obligated to pay a larger rebate.
2. The company argues that it has paid a rebate in accordance with its policy, and it has established that this is correct. However, the company's own policies cannot in themselves determine the company's legal obligations, and hence this does not finally resolve this matter.

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3. The company argues that the property of which the customer's property is now a part ("the original property") was initially correctly placed in Band 8.
4. The customer has not challenged this statement, and so on the evidence available to me I find that the original property was correctly placed in Band 8.
5. However, the company has also undertaken an inspection of the customer's property, and has confirmed that it is properly placed in Band 3, as it constitutes only a part of the original property.
6. The customer argues that her property should be placed in Band 2, but has not challenged the company's statement that she has not yet produced evidence sufficient to justify such a placement. As a result, on the balance of the evidence available to me, I find that the customer's property has correctly been placed in Band 3. This does not, however, prevent the customer subsequently providing evidence that the property should be placed in Band 2.
7. The customer has, therefore, for a significant period of time been paying a higher surface water drainage charge than she would have been paying had her property been placed correctly in Band 3.
8. The company does not challenge this point, but argues that it has a clear policy that the obligation is on customers to notify it of any changes to a property that might alter its banding, or if for any other reason they believe that the banding of their property is incorrect.
9. As the company argues, customers are better placed to be aware of changes made to their properties than is the company, and so I find that the company's policy in this respect is fair and reasonable.
10. The company has acknowledged that it already bills another unit at the property, and so was on notice that the property had been subdivided to some extent. However, it has also confirmed that it was not notified that additional subdivision of the property had been made, and has confirmed that Band 8 would be the correct band for the remainder of the original property after the exclusion of the unit in question.

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11. The customer emphasises the considerable period of time for which the original property has been subdivided into multiple units. However, unless notification of this subdivision was made to the company, it cannot be held responsible for failing to bill in a manner reflecting that subdivision.
12. On the basis of the evidence available in this proceeding, there is no justification for a finding that the company knew or should reasonably have known of the subdivision of the original property beyond the single additional unit it currently bills.
13. As a result, I find that the company acted reasonably in continuing to bill the customer at Band 8, and has acted reasonably in refusing to backdate the rebate as requested by the customer.
14. While it is clear that the customer has for many years been paying a greater charge than she should have been paying, I find that responsibility for this error does not lie with the company. The customer may or may not have a valid claim against another party, if that party breached a legal duty owed to the customer and this breach resulted in the customer incurring additional charges. However, this decision does not address any such claim.
15. I find that in its billing of the customer, the company has provided its services to the customer to the standard to be reasonably expected by the average person.

#### **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 4 June 2018 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.

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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.
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Tony Cole

**Tony Cole, FCI Arb**

**Adjudicator**

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