

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /0670

Date of Decision: 02 March 2018

Complaint

The customer states that the company has continued to charge him for facilities that have been disconnected. He seeks a refund of all charges subsequent to June 2015.

Defence

The company states that the customer did not initially disconnect the facilities in the manner required, and then failed to provide notification that the work had been re-done. As a result, he remains liable for charges until 24 February 2017, when a re-inspection confirmed that the disconnection had been undertaken properly. No offer of settlement has been made.

Findings

The customer remains liable for payments until 24 February 2017.

Outcome

The company does not need to take any further action.

The customer must reply by 30 March 2018 to accept or reject this decision.

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Party Details

Customer: ██████████

Company: ██████████

Case Outline

The customer's complaint is that:

- In 2015 he asked RST Water if a water meter could be installed for a small room in the rear of a shop he owns, which includes a toilet and hand basin.
- After a visit by a technician he was told that installation of a water meter was not possible.
- He then decided to disconnect the facilities, and had the work undertaken by a plumber.
- He informed RST Water of the disconnection, but in July 2015 was told that the work was insufficient, as the toilet had been left in the room and the water supply had not been capped behind the wall.
- He objected and RST Water agreed that it would suffice if the pipe was covered with a wooden box.
- He was not informed at this time that a re-inspection was required, or that he needed to contact RST Water again.
- In March 2016 he received a water bill that showed that he was still being billed for the disconnected facilities.
- Although RST Water says that it attempted to contact both the shop's tenant and himself, he denies that it attempted to contact him.
- He requests that the company remove all charges relating to the disconnected facilities subsequent to June 2015.

The company's response is that:

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- As the customer's complaint pre-dated market opening it raised a wholesaler complaint on the customer's behalf with RST Water, which provided a detailed history of its contact with the customer regarding his supply.
- When RST Water was notified by the customer in June 2015 that a plumber had disconnected the facilities in the shop, it responded that the work undertaken was not sufficient because the "Pipework not blanked off properly and the sink and toilet are still in position. Toilet and sink need removing totally and pipework needs blanking off underground or behind wall etc. so the pipework is not visible at all."
- The customer was provided with a reference for the work and a telephone number so that he could contact the call centre when the work was completed and arrange a re-inspection.
- The customer did not make contact with RST Water again until March 2016, when he received his next bill.
- Over the following months RST Water made a number of attempts to arrange a re-inspection, but was unable to arrange a reinspection until 24 February 2017.

In his comments on the company's response, the customer states that:

- He was never told to inform RST Water when the work it had requested be done was complete, or that a re-inspection was required.
- He received no emails or mail in the period in which the company states it was trying to contact him to arrange a re-inspect, and is unaware of any phone calls that he missed.

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.

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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. 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. This includes, however, the effectiveness with which the retailer has operated as an intermediary between the wholesaler and the customer.
2. In the present case, the customer has brought a claim against the retailer, ABC Ltd (“the company”), based on actions undertaken by the wholesaler, RST Water. However, as the customer’s complaint relates to billing, which is a responsibility of the retailer, this constitutes a valid claim against the retailer. Nonetheless, this decision may only address whether the company has been reasonable in the decisions that it has taken with respect to the billing of the customer.
3. This case fundamentally concerns four issues. Firstly, whether RST Water had the legal right to insist that the customer disconnect his facilities in a specific manner, or if it sufficed that the customer’s facilities were simply physically disconnected. Secondly, whether the customer was obligated to notify RST Water that the disconnection now met its specifications, or if merely meeting those specifications sufficed. Thirdly, whether RST Water bears responsibility for the delay in re-inspecting the facilities to confirm that they had been disconnected. Fourthly, whether the company has acted reasonably in the decisions it has taken with respect to the billing of the customer.
4. Both parties acknowledge that the customer did physically disconnect the shop’s facilities at the time that he initially stated he disconnected them.
5. However, it does not follow that physical disconnection sufficed to terminate the customer’s obligation to make payments to RST Water, any more than the fact that the customer did not

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use water would have entailed that he had no payment obligations to RST Water, given the payment scheme the customer was on.

6. As it was not possible to install a water meter in the customer's shop, the only means by which RST Water could ensure that the customer did not simply reconnect the facilities after its inspection was by ensuring that the disconnection occurred in accordance with certain specifications.
7. I find, therefore, that RST Water's rejection of the customer's original disconnection of the facilities in the shop, and its insistence that further work be undertaken, was reasonable, and that the customer's payment obligations to RST Water continued until that work was done.
8. The second question is whether the customer's payment obligations to RST Water terminated when the requested work had indeed been done, or if they continued until RST Water was able to confirm that the work had been done.
9. The company argues that the customer was told in 2015 that he should notify RST Water when the disconnection was performed in accordance with RST Water's specifications. The customer states that the disconnection was performed in accordance with RST Water's specifications in 2015, but that he was never told to contact RST Water to notify it that the work had been completed.
10. RST Water's records clearly state that "I have given him the [] reference number and the call centre telephone number so he can ring back once the work is done", and I am persuaded that this reflects RST Water instructing the customer that he had to notify it when the work was completed. Indeed, it would be inconsistent with RST Water's goal of ensuring that the customer's facilities could not simply be reconnected if it did not insist on a re-inspection being performed.
11. I therefore find that the customer's payment obligations to RST Water continued until RST Water was able to verify that the disconnection was undertaken in accordance with its specifications. Moreover, as the delay between mid-2015 and March 2016 resulted from the customer's failure to make contact with RST Water as instructed, the customer remained liable for charges during this period, even if the disconnection of his facilities had indeed been performed in accordance with RST Water's specifications.

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12. Thirdly, while the customer attributes the further delay, under 24 February 2017 to RST Water, the RST Water's records make clear that repeated attempts were made to arrange a re-inspection. Ultimately, the delay in arranging a re-inspection may have been primarily the responsibility of the customer's tenant, rather than of the customer himself, however this does not make it the responsibility of the company.
13. As a result, I find that since RST Water was not responsible for the further delay of the re-inspection until 24 February 2017, the customer remained liable for payments throughout this period.
14. Finally, given my findings on the preceding three issues, I also find that the company has acted reasonably in refusing to alter the customer's bill in the manner requested.
15. In view of the above, the customer's claim does not 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 30 March 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.
- 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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