

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /0704

Date of Decision: 26 March 2018

Complaint

The customer submits that he should not be liable for water service charges at his commercial unit (Unit 2) because he does not use water there and has agreed with the occupant of Unit 1 to shut off the stopcock on Unit 1 (as he believed that this stopcock supplied both units). The customer complained to the company but it did not resolve his complaint to his satisfaction. The customer submits that he does not want "water or waste" at the unit and seeks an apology and credit of £2000.00 from the company.

Defence

The company submits that the customer is correctly liable for water service charges at his unit. The company submits that the customer's own decision to stop using water at the unit and to turn off the stopcock on the neighbouring unit does not mean that he is no longer liable for water service charges. The company accepts that during the course of its communications with the customer, it did respond late on one occasion and did not provide satisfactory service over the telephone on another occasion. Accordingly, it has provided the customer with the appropriate £20.00 for the late response and £25.00 as a gesture of goodwill for the telephone call. The company does not accept any further liability to the customer and has not made any further offers of settlement.

Findings

Whilst I am satisfied that there were instances where the company failed to provide its services to the standard to be reasonably expected by the average person, based on the evidence provided, I find that the company took reasonable remedial action in order to address these oversights. Based on the submissions and evidence provided, I am not satisfied that the company has incorrectly charged the customer for water services.

Outcome

The company does not need to take any further action.

The customer must reply by 25 April 2018 to accept or reject this decision.

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Date of Decision: 26 March 2018

Party Details

Customer: [REDACTED]

Company: [REDACTED]

Case Outline

The customer's complaint is that:

- He has been the official occupant of storage Unit 2 [REDACTED] since March 2016. The customer uses this unit to store his tools and parts.
- There is no water being used at the unit.
- Storage Unit 2 (occupied by the customer) and Unit 1 (not occupied by the customer) were originally one unit. Therefore, the customer arranged with the occupant of Unit 1 to turn off the water at the stopcock on Unit 1 as he did not require water (and believed that the water for Unit 2 came from the stopcock for Unit 1).
- The customer submits that he never tested if the water in Unit 2 had actually been shut off.
- In March 2017, the customer submits that he received a bill for water and wastewater services in the sum of £750.00.
- The customer sent the bill back and advised that he did not want to use any water.
- He later received a bill for approximately £1500.00 for years 2016-17 and 2017-18.
- The customer disputed that he was liable to pay this and entered into a dialogue with the company. Ultimately, the company denied any liability to the customer and stated that he was correctly charged.
- The customer submits that he does not want "water or waste" at the unit and seeks an apology and a credit of £2000.00 from the company.

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The company's response is that:

- It does not accept any liability to the customer.
- The company submits that there is a water meter attached to Unit 1. However, as there is no water meter attached to Unit 2 (which the customer occupies), he has been charged for water, wastewater and surface water drainage in accordance with rateable value.
- The customer first contacted it in February 2017 advising that he did not use any water in Unit 2.
- The company submits that the customer can arrange for a permanent water disconnection to Unit 2 but he must obtain the permission of the landlord first.
- The company indicates that turning the water off at the stopcock and not using water does not automatically mean that the customer is not liable for rateable value water charges.
- The company submits that the charges are correct and the customer has been advised of how to arrange permanent water disconnection for Unit 2.
- The company submits that it has already provided the customer with £45.00 in compensation. £20.00 for a late response and £25.00 for poor customer service over the telephone.
- The company does not accept any further liability to the customer.

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.

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How was this decision reached?

1. It is evident from the papers that the crux of this dispute lies with the customer's assertion that he should not be liable for water service charges at his unit because he does not use water there and has agreed with the occupant of the neighbouring unit (Unit 1) to shut off the stopcock on Unit 1 (as he believed that this stopcock supplied both units). The customer submits that he does not want "water or waste" at the unit and now seeks an apology and a credit of £2000.00 from the company.
2. At this juncture, I find it prudent to remind the parties that adjudication is an evidence-based process and it is for the customer to show that the company has failed to provide its services to the standard that would reasonably be expected of it.
3. I am mindful that the customer has submitted new photographic evidence (depicting water stop taps) with his comments on defence. I draw attention to the fact that any new evidence introduced at the comments stage must be disregarded by the adjudicator (Rule 5.4.3). I will proceed accordingly.
4. Following careful review of all the submissions and documents provided by the respective parties, I find that I am unable to objectively conclude the customer's unilateral acts of not using water at his unit and shutting off the stopcock on his neighbouring unit meant that he would no longer be liable for any water service charges at his unit.
5. I acknowledge and accept the company's submissions that the customer was on rateable value charging (as his unit did not have a water meter) and that a permanent water disconnection had never been executed for the unit. I note the customer's assertion that there is an isolation tap that is stopping water from entering his unit. However, the company has expressly confirmed that it did not execute this work and it does not know who installed this or when but it was not an authorised action. Therefore, under the circumstances, I am only able to conclude that the company's action of charging the customer for water in accordance with accepted industry practice (also approved by Ofwat) does not amount to a failure to provide its services to the standard to be reasonably expected by the average person.

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6. With regards to the customer's complaints to the company about this issue, I am mindful that the company appropriately outlined and maintained its position to the customer in its communications with him and confirmed that he was correctly liable for the water service charges. The company explained that the customer was correctly charged in accordance with the rateable value charging method and it advised the customer that his own decision to not use water in the unit and a unilateral attempt to isolate the water supply to the unit did not mean that he would no longer be liable for water service charges. The company also explained to the customer that he would require his landlord's permission if he wanted to request a water-meter installation or a full water disconnection. Consequently, taking all of the above into account, I am not satisfied that the company had failed to provide its services to the standard to be reasonably expected up to this point.
7. However, I am mindful that the company accepts there were some oversights on its part in relation to its customer service provision to the customer. Specifically, the company highlights that it was late to respond to the customer on one occasion and that its service over the telephone on another occasion was not satisfactory. I am mindful that in recognition of these oversights, the company has provided the customer with £20.00 for the late response and £25.00 for the unsatisfactory service over the telephone. Under the circumstances, I am satisfied that these remedial actions were fair and reasonable. Therefore, I find that the company has already taken appropriate remedial action in relation to these oversights.
8. With the exception of instances detailed above, I find that the content of the overall responses provided by the company to the customer was adequately comprehensive.
9. Therefore, in light of all of the above, upon review of all the evidence provided by the parties at the time of adjudication, I find that whilst there were instances where the company failed to provide its service to the standard to be reasonably expected by the average person, I am satisfied that it has already provided appropriate redress for these failures.
10. Consequently, bearing in mind the fact that the company has already provided appropriate redress for the established failures on its part, I am unable to uphold the customer's claims for redress on this occasion.

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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 25 April 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.



E. Higashi LLB (Hons), PGDip (LPC), MCIArb.

Adjudicator

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