

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1394

Date of Decision: 31 July 2019

#### Complaint

The customer claims that a water leakage allowance should be applied by the wholesaler, RST Water ("RST") for property at Farm Buildings, Adjacent to [ ]. ("the Property"). For this reason he is disputing an outstanding bill of £24,017.82 at the Property. He states that the company should be assisting him to obtain the leakage allowance and that he was given information that he would be entitled to such an allowance from RST. He states that at all times he maintained contact with RST and that RST was aware of his plans regarding the leak.

He seeks a direction requiring the company to support him in his claim against the wholesaler. He requires the bill to be amended to reflect the leakage allowance, he seeks that billing between the 14<sup>th</sup> July 2017 and 10<sup>th</sup> August 2017 should be waived and that [ ] Farm and [ ] cottage should not be added to the Property's billing.

#### Defence

The company defends the claim made by the customer. It states that it has fulfilled its obligations adequately. It maintains that it has raised the complaints of the customer with the wholesaler. It accepts that it failed to update the customer in a timely manner but maintains that this did not impact on the wholesaler's decision regarding the allowance.

A sum of £100 has been applied to the customer's account as a Guaranteed Service Scheme ("GSS") payment.

#### Findings

The company has acted in accordance with its legal obligations towards the customer. The bulk of this complaint was in respect of the wholesaler, for which the company has no responsibility.

#### Outcome

The company does not need to take any further action.

The customer must reply by 28 August 2019 to accept or reject this decision.

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# ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /1394

Date of Decision: 31 July 2019

## Party Details

Customer: [ ].

Company: [ ].

## Case Outline

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

- The customer states that the wholesaler, RST, has refused to apply a leakage allowance to the Property for a leak that was discovered in 2016.
- He states that he was in contact with the wholesaler at all times and that he followed its advice regarding the action he took to remedy the leak.
- He states that it was agreed between him and the wholesaler that it was best to lay new pipes and that this could not be done in a 28 day timeframe.
- He claims that he has been, and continues to be, double billed for other properties that are not in his ownership.
- He states that the properties referred to as [ ] Cottage and [ ] Farm are still listed on his billing as late as 2018.
- He claims that the failure to disconnect the leaking pipe in 2017 was down to the bureaucracy of the wholesaler and that he should not be billed at all for this period.
- He seeks a direction requiring the company to support him in his claim against the wholesaler. He requires the bill to be amended to reflect the leakage allowance, he seeks that billing between the 14th July 2017 and 10th August 2017 should be waived and that [ ] Farm and [ ] cottage should not be added to the Property's billing.

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

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- It has billed correctly for the Property.
- The initial problem with the other properties being on the bill was addressed by IT in 2017.
- It states that there is no double billing.
- The company states that it has raised all the relevant issues with the wholesaler as it is required to do.
- It accepts that there was some delay in keeping the customer updates and that it has added a £100 GSS payment to his account.
- It states that if there are further mitigating circumstances that have not been considered the wholesaler is willing to look at these separately.
- It claims that the overall bill is correct to date.

**In his comments in reply:**

- The customer states that the double billing is still an issue as the bills show that the other properties are listed on the account for the Property.
- He denies that he was not in constant contact with the wholesaler.
- He states that his customer journey has not been good.

**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.

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. I find it important to remind the parties that adjudication is an evidence based process and it is for the customer to show that the company has not provided its services to the standard that would reasonably be expected of it.
2. I note here that the customer refers to a client in the Property. I have no further information regarding the client and this application is taken in the name of the customer. Therefore, I shall deal with the application on that basis.
3. In order to clarify any potential confusion, I must also remind the parties that the company and RST Water (“RST”) are separate and distinct organisations. Following the rules of the WATRS scheme, I cannot make any findings on third-party actions in my decision and must limit my considerations to matters between the customer and that company.
4. For clarity I shall note the following. In April 2017 the water market opened up to retailers. All non-domestic customers were moved to a wholesaler/retailer split at that time. It must be noted that under the new arrangements that started in April 2017 a non-domestic customer only has a relationship with the retailer. The customer cannot bring a claim against the wholesaler directly, but only against the retailer. In effect this means that the customer cannot take an action against the retailer for something that is the responsibility of the wholesaler.
5. I realise that it is frustrating for the customer that under the current legislation he may not pursue the wholesaler via WATRS. However, I cannot hold the company liable for the alleged failings of the wholesaler. I can only make findings regarding the company in relation to its own legislative obligations. In considering this application I can only identify two matters that relate directly to the company: the issue of whether or not it acted according to its duties in referring the customer’s complaint to the wholesaler and the issue of the billing being produced correctly.
6. Regarding the first matter, the evidence of correspondence between the company, the wholesaler and the customer is substantial. I have carefully read all the submissions in this application. I take into account that the company has liaised between the wholesaler and the customer on a continuous basis since the issue of the leak was raised with it. I am not persuaded by the evidence submitted that the company has failed in this regard. It may be the case that the customer is not satisfied with the outcome of his application to the wholesaler, via

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the company, but this in itself does not amount to a failure of service on the part of the company. I particularly note that the company states in its defence that further factors may be taken into account, if presented by the customer, in the following statement: *“If there are any further mitigating circumstances that haven’t been considered this can be looked at again separately, however without this the Wholesaler has advised that they would be unable to apply an allowance.”*

7. I do note that the company has accepted that it failed to update the customer in a timely manner and for this failing it has applied a GSS payment of £100 to the customer's account. It states that this did not materially affect the outcome of the customer's application to the wholesaler. I accept that this delay did not make a difference to the decision of RST. Further, I consider that the company has acted reasonably in applying a credit and accepting this particular failing.
8. In respect of the double billing. The customer states that the bills he has submitted show that the properties known as [ ] Cottage and [ ] Farm are both listed on the billing for the Property in a bill dated 28<sup>th</sup> October 2018. The company states that this issue was resolved in 2017 and there is no issue of double billing. Looking at the bill referred to by the customer I see that the two properties are on the bill but that the dates referred to are for a period of 44 days before the 10<sup>th</sup> August 2017 and are for an amount of £1.36. Whilst I understand the customer's concern that the other properties are mentioned on the same bill, there is no evidence that the customer has been double billed for a period after the company state that the error was remedied by IT.
9. I appreciate that the customer has taken time and effort to explain in detail his issues with RST and that he will be disappointed in this outcome, especially as many of his main points against RST have not been addressed in this decision. I have considered the legislation and guidance in making my decision and find no basis for the claim made by the customer in relation to the company.
10. It follows that I do not find that the evidence shows that the company failed to provide its services to the customer to the standard to be reasonably expected by the average person. This application fails.

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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 28<sup>th</sup> August 2019 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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J J Higgins, Barrister, ACI Arb.

**Adjudicator**

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