

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1614

Date of Decision: 22 November 2019

#### Complaint

The customer's claim is that the company incorrectly closed her account in December 2017 on the word of a third party and once it became aware of its error it backdated her charges to 1 April 2018. The customer is seeking the company to cancel its charges for the period 27 December 2017 through to May 2019.

#### Defence

The company submits that it acted appropriately closing the customer's account in December 2017 as it was advised by a third party who resided at the customer property that she would be taking over the account, a refund was issued to the customer at the time account was closed and a welcome letter sent to the third party who also occupied the customer's property. At no point between December 2017 and April 2019 did the customer or the third party contact the company to advise that either the bills were being sent to the wrong party or in the customer's case to query the lack of her annual bill. Furthermore, it is not disputed that the customer has occupied the property and used its services throughout the period 27 December 2017 to May 2019, as such, the charges are valid and due. The company has not made any further offers of settlement.

#### Findings

I find the company failed to provide its services to the customer to the standard to be reasonably expected by the average person with regard to closing the customer's account. Therefore, I direct the company to pay £500.00 to the customer for this aspect of the customer's claim. Furthermore, I am satisfied there have been no failings with regard to customer service as the company has provided a good level of service at all times throughout its dialogue with the customer.

#### Outcome

The company shall pay the customer £500.00.

The customer must reply by 20 December 2019 to accept or reject this decision.

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# ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /1614

Date of Decision: 22 November 2019

## Party Details

Customer: [ ]

Company: [ ].

## Case Outline

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

- The company incorrectly closed her account in December 2017 on the word of a third party and once it became aware of its error it backdated her charges to 1 April 2018.
- The customer is seeking the company to cancel its charges for the period 27 December 2017 through to May 2019.

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

- Until it acted appropriately closing the customer's account in December 2017 as it was advised by a third party who resided at the customer property that she would be taking over the account.
- A refund was issued to the customer at the time account was closed and a welcome letter sent to the third party who also occupied the customer's property. At no point between December 2017 and April 2019 did the customer or the third party contact the company to advise that either the bills were being sent to the wrong party or in the customer's case to query the lack of her annual bill.
- It is not disputed that the customer has occupied the property and used its services throughout the period 27 December 2017 to May 2019, accordingly the charges are valid and due.
- The company asserts it has provided a good level of service at all times throughout its dialogue with the customer and the customer has already been compensated for any alleged failings. Therefore, the company submits it is not liable for any further damages in this respect.

## How is a WATRS decision reached?

In reaching my decision, I have considered two key issues. These are:

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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.

#### How was this decision reached?

1. The dispute centres on whether the company incorrectly closed the customer's account in December 2017 on the word of a third party and once it became aware of its error incorrectly backdated the customer's charges to 1 April 2018. The company is required to meet the standards set out in OFWAT's Charges Scheme Rules and the Water Industry Act 1991.
2. From the evidence put forward by the company it shows that a third party contacted the company on 27 December 2017 and advised that she had moved into the customer's property, but she would not be responsible for the account at the customer's property. The company states that in the absence of charges by a Landlord it will be the occupier who the company will seek payment from. The company opened a new account for the third party and the existing customer's account closed. Once the customer's account was closed a final bill was sent to the customer showing a closing balance of £109.35 in credit, which was then refunded to the customer's bank account. On 28 December 2017, the company sent the third party a welcome pack to the customer address followed by a bill dated 29 December 2017. This bill included a debt transferred from the third party's previous property. Between 2 January 2018 and 4 February 2019, various bills, statements of arrears and notices of further action were sent to the third party at the customer's address, however, no payment was received from the third party until January 2019. These payments were to a debt collection agency to reduce the arrears on her previous property which had been transferred from her previous account. On 25

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April 2019, the company received a call from the third party advising them that she was not liable for the charges for the customer's property as they were the responsibility of the customer who resided at the property and had done so before December 2017. On 16 May 2019, the customer sent an email to the company stating that she was unhappy that her account had been closed and a new account opened for a third party who she advised had not a permanent resident at her property. Between 17 May and 20 June 2019, various correspondence took place between the parties resulting in the customer refusing to pay the outstanding balance on the account and then contacting CCWater in July 2019 to pursue the matter further. After discussion with CCWater, the company revised the outstanding balance so that charges for the period 29 December 2017 to 31 March 2018 were cancelled, however, the charges for April 2018 to May 2019 remained. The customer remained unhappy with the revised charges and on 13 September 2019 commenced the adjudication process via WATRS.

3. With to regard to whether the company incorrectly cancelled the customer's account in December 2017. The evidence shows that shows that a third party contacted the company on 27 December 2017 and advised that she had moved into the customer's property, but she would not be responsible for the account at the account at the customer's property. I understand from the evidence that the customer had arrears from her previous property which she had moved out of and was using the customer's property as primarily a mailing address with the occasional stay over. It seems taking into account the fact that she had an outstanding arrears from her previous property this was an attempt by the third to provide a new correspondence address. The evidence shows that the customer's property at the time that the third party contacted the company in December 2017 already had an occupier, the customer. As shown by the company's call notes that the third party expressly told the company she would not be liable for the customer's property's charges and, in my view, this should have indicated to the company that the existing occupier still resided at the property. Therefore, I am not persuaded by the company's comments that no occupier existed and therefore an account was opened for the third party. I note the company comments that the customer did not refute the final bill, the refund of £109.35 or the lack of direct debits exiting her account and therefore happy to have her account closed and new account opened in the name of the third party. The customer states that she was of the view that the refund related to a different query with Southwark Council in August 2015. On the balance of evidence, I am not satisfied that the company's position is correct. I am of the view that the company should have a least undertaken a check with who they knew to be the occupier of the property before cancelling her account. With regard to whether the company was correct to backdate the customer's charges to cover the period 1 April 2018 to May 2019. It seems that there is no dispute that the company's services were

used by the customer within the disputed period and therefore in my view the revised charges for the period 1 April 2018 to May 2019 are correct and due. In light of above, I find that the company has failed to provide its services to the customer to the standard to be reasonably expected by the average person with regard to closing the customer's account (however, not for the backdating of charges once the error with the account came to light). I note that the customer has requested that the company cancel the charges for the period 1 April 2018 to May 2019. However, I find on careful review of all the evidence her requested redress disproportional to merits of the claim particularly as she had use of the company's services for the disputed period. I am satisfied an appropriate sum bearing in mind the issues in dispute is £500.00. Therefore, I direct the company to pay £500.00 to the customer to cover this aspect of the customer's claim.

4. The company has certain obligations in respect of its customer services. As evidenced by the timeline within the company's defence documents I am satisfied that by the end of the company's dialogue with the customer, the company had adequately explained the reasons behind why the customer should be billed for the period 1 April 2018 to May 2019 and why it originally closed the customer's account. Accordingly, I am satisfied there have been no failings with regard to customer service.
5. In light of the above, I find the company failed to provide its services to the customer to the standard to be reasonably expected by the average person with regard to closing the customer's account. Therefore, I direct the company to pay £500.00 to the customer for this aspect of the customer's claim. Furthermore, I am satisfied there have been no failings with regard to customer service as the company has provided a good level of service at all times throughout its dialogue with the customer

#### **Outcome**

The company shall pay the customer £500.00.

#### **What happens next?**

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 20 December 2019 to accept or reject this decision.

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- When you tell WATRS that you accept or reject the decision, the company will be notified of this. The case will 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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**Mark Ledger FCI Arb  
Adjudicator**