

3. In order to succeed in a claim against the company the customer must prove 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 proved, the company will not be liable.
4. The customer and the company are aware of the facts of this case. I do not propose to recount all the facts in the same manner and order as the parties have done in their documents except where it is necessary for the purposes of this decision. I have carefully considered all of the documents submitted by the parties in support of their submissions and presented to me. The parties should also be reassured that if I have not referred to a particular document or matter specifically, this should not be taken to mean that I have not considered it in reaching my decision.

Customer's and company's positions

5. The customer has not set out the details of his dispute with the company in his application form. However, I am mindful that the customer requests that the company *"refund me in full for the money they took from me from 2001 to 2012 regarding surface water drainage, a service they never provided (surely anything else is criminal)."*
6. The company submits that: The customer applied for a surface water drainage rebate in May 2012. It correctly followed its process which complies with Ofwat's guidelines and granted the customer a rebate from April 2012, being the start of the billing year in which he made an application. It has explained to the customer why he is not entitled to a refund of his surface water charges dating back to 2001. Information about the rebate was provided with his bills so the customer had previous opportunities to apply for a rebate and the onus was on him to do so. There is no legal obligation for it to backdate rebates beyond the current charging year in which an application was made.

Adjudicator's findings and reasons

7. I find that:
 - a. I must remind the parties that WATRS is an evidence-based process where the onus rests on the customer to substantiate his claim.
 - b. It is not in dispute that the customer applied for a surface water rebate in May 2012 and that the company has provided the customer with a rebate from 1 April 2012, being the start of the billing year in which he made an application.
 - c. There is no substantive evidence to show that the company was aware or should have been aware that the customer's property did not drain into its surface water sewer, prior to him applying for a rebate.

- d. The customer has not submitted any evidence to show that the company has applied the surface water drainage rebate incorrectly. I have not been provided with any substantive evidence to show that the company is under a duty, legal or otherwise, to provide the customer with a refund of his surface water charges beyond the current charging year in which an application for a rebate is made. I accept the copy of the Ofwat guidance submitted by the company in evidence to show that it has provided the rebate in accordance with Ofwat requirements.
- e. In view of the above, in the absence of any substantive evidence showing otherwise, I am not satisfied that the customer has shown that he is entitled to a surface water drainage rebate from 2001 to 2012. The customer has not shown that the service provided by the company fell below the standard to be reasonably expected.
- f. The customer's claim is therefore unable to succeed.

Conclusion

- 8. My conclusion on the main issues is that:
 - a. The customer has not shown that the service provided by the company fell below the standard to be reasonably expected.
 - b. The reasons given by the customer are not sufficient to justify his claim.
- 9. The customer's claim is unable to succeed.



Uju Obi LLB (Hons) MCI Arb
Adjudicator