

# WATRS

## Water Redress Scheme

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### DECISION

by Alison Dablin LLM, MCI Arb

An adjudicator appointed by WATRS  
under the Water Redress Scheme

Decision date: 17 May 2016

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**Adjudication Reference: WAT/ /0247**

**Between ██████<sup>1</sup> and ██████<sup>2</sup>**

- The claim is made by the customer, ██████, against a water and sewerage company, ██████.
  - The customer's claim, dated 13 April 2016, is for the company to:
    - Provide an apology – the company's customer services have been unhelpful and seemed to disapprove of her contacting CCWater;
    - Acknowledge that the water has been paid as part of her rent payment;
    - Cancel the bill and remove the customer's details from its files;
    - Explain how her name was put on the account without her consent.
  - The position of the company is explained in its 27 April 2016 defence which is disputed by the customer in her reply.
  - The customer's claim is that the company has charged her for water that should have been paid for by her landlord as her rent was inclusive of bills.
  - The company's position is that the customer is liable as occupier unless the landlord accepts responsibility in writing.
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#### Decision

1. The claim succeeds in part.
2. I direct that the company shall provide the customer with a written apology for failing to explain until the defence where it had obtained her name for the account.

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<sup>1</sup> Customer's address for correspondence: ██████

<sup>2</sup> Company's address for correspondence: ██████

### **Main issues**

3. I consider that the main issues in this adjudication are:
  - a. Whether the company has failed to provide its services to the standard to be reasonably expected.
  - b. Whether the reasons given by the customer are sufficient to justify the remedies sought.

### **Background information**

4. 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.
5. 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**

6. The customer states that she received a bill on 5 October 2015 for £975.23 relating to water and sewage for the period 1 April 2014 to 31 March 2016. The customer believed that the water charge was included in her rent payment and that it had been paid by her landlord since she moved into the property on 4 October 2008. The customer has a Tenant Confirmation of Offer document confirming water was included in her rent. The customer contacted the company and provided details of her landlord. The landlord has told the company that he is responsible for the water but has not put this in writing despite being requested to do so. The company's website states that her consent is needed to put her name on the account; the customer does not recall providing this. Within correspondence the company appears to have disapproved of her contacting CCWater. The customer has received a letter dated 7 April 2016 from ██████, a debt collection agency, in relation to the disputed bill.
7. The company explains that on 5 October 2015, Experian confirmed that it was aware that the customer was living at the property since 1 November 2011. The company therefore opened an account for the customer from 1 April 2014 in line with its backdating policy. The customer called on 12 October 2015 to advise that her landlord was responsible for the water charges. The company confirmed that as she was named on the account, she would be responsible for the charges, and that the bill was high due to being backdated. The customer contacted her

landlord asking him to confirm in writing that he needed to accept liability for the bill. The customer requested the company contact the landlord and the company called the landlord. He advised that if the company emailed him, he would reply accepting liability for the charges. The company sent an email but no reply was received. A further email was sent on 8 February 2016 after speaking to the landlord; no response was received. The company wrote to all occupants at the flats on 11 February 2016 to confirm that they were liable for the water service charges. The customer is liable under s144 of the Water Industry Act 1991 as she was the occupier of the property. The company requires written confirmation from the landlord accepting liability before it will remove the charges in the customer's name. This is because a verbal instruction would not be admissible in a court of law. The company had written to the property on nine occasions requesting information on the occupier. Additionally the company carried out checks using the voters roll, land registry and Experian to gain this information. The company clarifies that when it stated it was disappointed that the customer had contacted CCWater, this was an expression of disappointment that it had been unable to resolve the issue. The company only requires consent from a customer for their name to be added to an existing account; it was not necessary in this case as there was no existing account for the property.

8. The customer has responded to the defence stating that she understands that the water bill had not been paid for the first six years. She asks why this is the first time she has been made aware of this. The company appears only to have chased the landlord once. She did not receive the communication on 11 February 2016 sent to all occupiers as she had vacated the property by that time. The customer was not informed about Experian when she asked how her name was put as account holder. The customer asks why this has only been told to her now, despite her asking the question several times. Unless the nine letters referred to were sent to her name, they would have been left for the landlord to collect.

#### **Adjudicator's findings and reasons**

9. I find that:

- a. The evidence indicates that the company was not billing the customer's address of [REDACTED] from 2008 onwards as it was not aware of who should be paying the bill. The company identified the customer as the occupant in October 2015 and issued a bill for the water and sewage usage, backdated to cover periods from 1 April 2014 onwards. The fact that the landlord entered receivership from March 2014 to August 2014 does not affect the billed period.
- b. The customer accepts that she was living at the property during the billed period, up to 1 January 2016 when she moved to her current address. She does not accept liability for the water bill as this should have been included in the rent paid to her landlord.

- c. The company has referred to s144 of the Water Industry Act 1991. This provides for who should be liable for water use within a property. The Act clearly provides that, unless there is an agreement with the water company to the contrary, the occupier of a property will be liable for the cost of the water services. I am therefore satisfied that the customer is liable for the water usage during her tenancy, unless she can show that there is an agreement between the landlord and the water company that the landlord should be liable.
- d. The customer has provided a Tenant Confirmation of Offer letter. This states "Rent Amount Offered: £650 per month inclusive of bills". This letter is used for tenants to request to rent a property on certain terms. It does not constitute the letting agreement and does not necessarily reflect the terms actually agreed. I note that in the customer's timeline, she states that the 'only bill not included in the rent was the electric'. This contradicts the offer that the rent should be 'inclusive of bills'. I also note that the customer has stated that the tenancy agreement does not expressly mention responsibility for the bills.
- e. In view of the above, I find that the documents for the customer's tenancy are insufficient to show an agreement between the landlord and the water company that the landlord should be liable for the water charges.
- f. The customer and the company have contacted the landlord who has verbally agreed that he should be responsible for the water bill. However, despite being asked, he has not put this statement in writing. I am mindful that the company would have to pursue the landlord for the outstanding water charges and that to do so, it will need to have a clear agreement confirming that he is liable. In the absence of a written statement from the landlord, I accept that the customer remains liable for the water charges in accordance with the Water Industry Act 1991.
- g. Accordingly, I find no reason for the water bill to be cancelled or the customer's name removed from the company's records. This decision does not affect any claim that the customer may have against the landlord under the tenancy. In the event the landlord confirmed to the company in writing that he was liable for the water charges, the bill in the customer's name would be cancelled. Until such time, the customer remains liable for the outstanding balance on the account.
- h. The customer has also requested an apology and an explanation for how her name ended up on the account. I am satisfied that the company has now explained that it obtained the customer's details from Experian and that, as occupier of a property with no

existing account, her consent was not required to create an account in her name. I therefore make no direction for any further explanation.

- i. However, I do accept that the company did not explain that it had obtained the customer's details from Experian prior to the defence, despite being asked by CCWater on 28 January 2016 how it came by the customer's details, and on 16 February 2016 for details of what contact was made to advise the customer of the account in her name and the checks made before the account was set up in her name. I am satisfied that the failure to explain where the company had obtained the customer's details will have caused the customer some stress and frustration and that an apology is warranted. I therefore direct that an authorised representative of the company provide the customer with a written apology for its failure to clearly explain where it had obtained the customer's details when creating the account in her name.

### **Conclusion**

10. My conclusion on the main issues is that:
  - a. The company has failed to provide its services to the standard to be reasonably expected.
  - b. The reasons given by the customer are sufficient to justify her claim in part.
11. Therefore, I conclude that the claim succeeds in part and I direct that the company should provide the customer with a written apology.

A handwritten signature in black ink, appearing to be 'Alison Dablin', with a long horizontal line extending to the right.

**Alison Dablin** LLM, MCI Arb  
**Adjudicator**