

WATRS

Water Redress Scheme

DECISION

by Justine Mensa-Bonsu LLB (Hons), PGDL, MCI Arb

An adjudicator appointed by WATRS

under the Water Redress Scheme

Decision date: 18 August 2015

Adjudication Reference: WAT/ 0029

Between and

- The claim is made by the customer, against a water and sewerage company,
 - The customer's claim, dated 22 July 2015, is for the company to provide an apology; provide an explanation as to how the situation could have occurred; provide an early warning notice to customers when the bill is higher than you would normally expect for three adults; do something about his bill and; pay him compensation in the sum of £17,500.00.
 - The position of the company is explained in its 30 July 2015 defence which is disputed by the customer in his 17 August 2015 reply.
 - The customer's claim is that he overpaid on his water bills over a considerable period of time.
 - The company's position is that it denies liability to the customer.
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Decision

1. The claim is unable to succeed.

Main issues

2. 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.

¹ Customer's address for correspondence:

² Company's address for correspondence:

Background information

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 a loss. If no such failure or loss is proved, the company will not be liable, however disappointed or upset the customer is.
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 submits that the water tank in his property had a faulty ball valve which resulted in high water bills. He calculates that he has overpaid by approximately £35,400.00 since he moved into the property. He has referred to correspondence exchanged with CCWater. In this he asserts that the company should have advised him that his water usage was higher than expected for three adults living in a property. As it did not do so, he considers that it should partially compensate him for the amount overpaid.
6. The company explains it denies liability as pleaded or at all. It cannot know or explain how the customer's water was used. It has charged the customer for the water consumed. It notes that consumption has been relatively consistent except for a spike in 2009 and 2013. It has mechanisms in place to highlight accounts where monthly payment plans increase by more than 75%. If there is no payment plan it highlights an account if the bill exceeds £2500.00. Neither of these scenarios applied in the customer's case. It awarded the customer a leakage allowance in excess of that provided for under its policy. The customer has not stated any legal basis for his claim. It notes that claims under the scheme are limited to £10,000.00. It also notes that sums claimed as payable more than 6 years previously are statute barred under the Limitation Act 1980.

Adjudicator's findings and reasons

7. I find that:
 - a. There is no evidence to suggest that the company was responsible for any leak at the customer's property, rather the customer accepts that there was a fault with his water tank, for which he had responsibility, and which resulted in high water usage.

- b. It is not in dispute that the company is not responsible for such internal faults.
- c. It is not in dispute that the company charged the customer based on the water usage recorded.
- d. The customer has not demonstrated or proven that the company was obliged to notify him or warn him if it considered his bill to be higher than expected for a household of his size.
- e. The company has outlined the alert systems that it has in place. There is nothing to suggest that this system was applicable in the customer's circumstances. Further, the customer has not demonstrated or proven that the company is obliged to have any further alert systems in place.
- f. Having reviewed the correspondence exchanged I am satisfied that the company made its position clear to the customer and that no further explanation was necessary.
- g. I remind the parties that it is for the customer to prove his claim. In consideration of the evidence and submissions of both parties, I find that the customer has failed to prove that the service provided by the company fell below the standard to be reasonably expected. I therefore find that the customer's claim is unable to succeed.

Conclusion

- My conclusion on the main issues is that:
 - a. The company has not failed to provide its services to the standard to be reasonably expected.
 - b. The reasons given by the customer are not sufficient to justify his claim.
- Therefore, I conclude that the claim is unable to succeed.



**Justine Mensa-Bonsu LLB (Hons), PGDL, MIArb
Adjudicator**