

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /0571

Date of Decision: 6 September 2017

#### Complaint

The customer submits that the company provided him with a Surface Water Drainage (SWD) refund for his current property. The customer now submits that he should also be entitled to a further SWD refund for the previous property he occupied between 1998 and 2004. However, the company has refused to provide this.

#### Defence

The company submits that it is under no obligation to provide the customer with SWD refunds for properties that he previously occupied. In any event, the customer left his previous property over a decade ago and the statute of limitations for this issue had expired several years ago.

#### Findings

There is no evidence that the company is under any obligation to provide customers with SWD refunds for all previous properties. The company has maintained this position throughout its contact with the customer. I am unable to conclude that the company has failed to provide its services to the standard to be reasonably expected by an average person.

#### Outcome

The company does not need to take any further action.

The customer must reply by 4 October 2017 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.

*This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.*

# ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /0571

Date of Decision: 6 September 2017

## Party Details

Customer: ██████████

Company: ██████████

## Case Outline

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

- The company provided him with a Surface Water Drainage (SWD) refund for his current property.
- The customer also sought a further SWD refund for the previous property he was living in between 1998 and 2004 as he had discovered that the current occupant of that property had claimed a SWD refund from the company.
- The company explained that it was not obliged to provide a SWD refund to all previous occupants of properties. Furthermore, as the customer had left his previous property more than a decade ago, the statute of limitations had already expired several years ago.
- The customer referred the issue to CCWater (Consumer Council for Water) who concluded that the company was not obliged to provide the customer with a SWD refund for his previous property and that the statute of limitations had expired for this issue.
- The customer submits that he does not accept this and now seeks an apology, for the company to refund £309.08 for SWD (in relation to his previous property) and to provide an unspecified amount of compensation as a gesture of goodwill.

*This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.*

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

- It appropriately provided the customer with a SWD refund for this current property.
- The customer also sought a further SWD refund for his previous property which he had lived in between 1998 and 2004.
- The company submits that (as explained to the customer and then confirmed by CCWater) it is not obliged to provide SWD refunds to all previous occupants of properties.
- Furthermore, the company highlights that as the customer had vacated his previous property over a decade ago, the statute of limitations had already expired several years ago.
- In light of all the above, the company submits that it is not obliged to provide the customer with the redress being claimed.

### **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.

If the evidence provided by the parties does not prove both of these issues, the company will not be directed to do anything.

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 crux of this dispute lies with the customer's assertion that, in addition to the SWD refund he has already received for this current property, he should be entitled to claim a further SWD refund for the property he previously occupied between 1998 and 2004.
2. I am mindful from the parties' submissions that the company has consistently explained to the customer that it is not obliged to provide him with a SWD refund for the property he was

***This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.***

previously occupying between 1998 and 2004; and that when the customer referred this issue to CCWater, it upheld the company's position.

3. At this juncture, I find it prudent 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.
4. I acknowledge the company submits that its policy is that if a property was built post 1990 the current occupier would receive a refund for a maximum of six years plus the current financial year. On this particular occasion, I understand that the company has gone beyond this policy for all of the current occupiers because it could have reasonably known the drainage arrangements sooner.
5. However, upon review of all the evidence provided by the parties at the time of adjudication, I am unable to find any substantive evidence (such as any term of service or regulatory requirement) which proves that the company is obliged to provide customers with SWD refunds for any/all previous properties which they occupied (in excess of the Limitations Act 1980). Accordingly, I am unable to objectively conclude that the company has failed to provide its services to the standard to be reasonably expected by the average person in this instance.
6. Consequently, in the absence of any substantiated failures on the part of the company to warrant the redress claimed, I am unable to uphold the customer's claims for redress.

#### **Outcome**

The company does not need to take any further action.

*This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.*

## **What happens next?**

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 4 October 2017 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.



**E. Higashi** LLB (Hons), PGDip (LPC), MCI Arb.

**Adjudicator**

*This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.*