

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /0714

Date of Decision: 03 May 2018

#### Complaint

The customer's claim is the company incorrectly charged her for the period 2 January 2015 to 31 March 2018 due to an error by the company. The customer is seeking the company waive the outstanding balance of £596.02, and for the company to stop attempting to recover monies that she feels she is not responsible for.

#### Defence

The company submits that up until 31 March 2018 the customer was correctly billed. The company submits it has waived 15 months of charges by reducing the period where sums are payable to between 1 April 2016 and 31 March 2018. The company has offered a payment plan for the customer enabling her to clear the outstanding balance and the support of its Customer Assistance Fund who may help the customer with part or all of the outstanding balance. Furthermore, the company has provided a good level of service at all times throughout its dialogue with the customer and therefore the company is not liable for any damages in this respect. The company has not made any offers of settlement.

#### Findings

I am satisfied the evidence points to the fact the company did not fail to provide its services to the customer to the standard to be reasonably expected, with regard to billing for the period 2 January 2015 to 31 March 2018. 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 does not need to take any further action.

- The customer must reply by 4 June 2018 to accept or reject this decision.

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## ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /0714

Date of Decision: 03 May 2018

### Party Details

Customer: [ ]

Company: [ ]

### Case Outline

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

- The customer's claim is the company incorrectly billed her for the period 2 January 2015 to 31 March 2018 as the company, in error, continued to bill the landlord of the property until the landlord contacted the company on 6 September 2017. The landlord, at this point, stated he was no longer resident at the property and the customer had been in residence since 2 January 2015.
- The customer states, within her reply to the defence, the company was aware she was in residence since 2 January 2015 as the landlord had advised them at that time she had moved into the property.
- Furthermore, the customer is not in a position to pay the outstanding balance for the period 2 January 2015 to 31 March 2018 due to financial hardship.
- The customer is seeking the company to waive the revised outstanding balance of £596.02 for the period 1 April 2016 to 31 March 2018, and for the company to stop attempting to recover monies that she feels she is not responsible for.

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

- The company's position is the customer has been correctly charged to 31 March 2018, as it is the property's occupier who is responsible for notifying the company who is responsible for the

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charges and until 14 September 2017 the customer had not informed the company she had moved into the property on 2 January 2015.

- The company submits it has already waived 15 months of charges by reducing the period where sums are payable to 1 April 2016 to 31 March 2018.
- The company has also offered a payment plan for the customer enabling the customer to clear the outstanding balance and offered the support of its Customer Assistance Fund, who may help the customer with part or all of the outstanding balance.
- Furthermore, the company asserts it has provided a good level of service at all times throughout its dialogue. Therefore, the company submits it is not liable for any damages in this respect.

### 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 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. To succeed in a claim against the company, the customer must prove on a balance of probabilities the company has failed to provide its services to the standard one would reasonably expect and that because 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.
2. I must also remind the parties that adjudication is an evidence-based process where the burden of proof rests on the claimant, in this case the customer, to prove his case on the balance of the evidence.

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3. The dispute centres around whether the company incorrectly charged the customer for the period 2 January 2015 to 31 March 2018. The company is required to meet the standards set out in OFWAT's Charges Scheme Rules and the Water Industry Act 1991.
4. Furthermore, the company also has certain obligations in respect of its customer services as set out in OFWAT Guaranteed Standards Scheme and the company's own Customer Guarantee Scheme.
5. From the evidence put forward by company, on 6 September 2017 the company opened an account for the customer based on information supplied by the landlord, which showed the customer had been resident at her property since 2 January 2015. A bill was sent to the customer the same day for the period 2 January 2015 to 31 March 2018 based on the Rateable Value.
6. On 14 September 2017, the customer contacted the company querying why she had sent a backdated bill from 2 January 2015. The company states within their defence documents that before this date no communications whatsoever had been received from the customer. It is the responsibility of the occupier of the property to inform the company that she was the occupier of the property 2 January 2015, however, the evidence shows this did not occur. The evidence put forward in the company's defence shows neither the customer or the landlord of the property informed the company that the customer moved into the property on 2 January 2015. The customer disputes this in her reply to defence stating the landlord did contact the company when she moved into the property in January 2015. However, she has not supported this position with evidence and the company's defence shows no contact was received from the landlord until 6 September 2017. As the customer has been using the company's services since January 2015 and the landlord has not, I find the company was correct in its approach the customer was liable for the charges from the 2 January 2015.
7. The evidence shows that on 16 October 2017 the original bill of £954.00 was revised to reflect the company's policy only to bill for the current and previous year, from the date the company was notified the customer was resident at the property. The bill was reduced to £596.02 based on the Rateable Value charges for the period 1 April 2016 to 31 March 2018. On 6 and 19 December 2017 the company contacted the customer and advised her the balance of £596.02 was still outstanding.

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8. The company has certain obligations in respect of customers in debt as set out in OFWAT's dealing with household customer in debt and the company's own guidelines. Once the customer raised the issue that she would not be able to pay the outstanding balance, the evidence shows the company offered different payment options and pointed the customer to its various schemes such as the Customer Assistance Fund and Watersure Plus, which may help the customer with the outstanding balance and further bills going forward. In my view, the timeline of messages chasing payment and their content is one that would be reasonably be expected with regard to the company chasing payment for an unpaid bill and therefore not unreasonable. Furthermore, from the evidence provided I am satisfied that by the end of the company's dialogue with the customer, the company had adequately offered different payment options and pointed the customer to its various schemes to help customers in debt.
9. With to regard to whether the rate charges from 1 April 2016 to 31 March 2018 were correct, the evidence shows the customer was billed on a Rateable Value. The Rateable Value is based on the value of the customer's property, its location, the proximity to local amenities and was set in the 1970's by an independent District Valuer and the Local Authority. The Rateable Value system does not take account whether or not the property has single occupancy and no single person reduction is offered by the company. The company has two tariff systems in place either the Rateable Value or by a meter and the evidence shows there was no request by the customer for a meter to be installed. Therefore, I find the customer has been billed the correct Rateable Value tariff up until 31 March 2018.
10. In light of the above and after careful review of all the evidence, I find the company has not failed to provide its services to the standard one would reasonably expect with regard to billing. Accordingly, I find the company does not have to waive its bill for the period 1 April 2016 to 31 March 2018.
11. The company has certain obligations in respect of its customer services. From the evidence provided I am satisfied that by the end of the company's dialogue with the customer, the company had adequately explained the reasons behind the Assessed Household Charge and Rateable Value Tariff and how they were applied.
12. In light of the above, I find the customer has not proven the company failed to provide its services to the standard to be reasonably expected with regards to the Rateable Value tariff bill,

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nor has the customer proved the company failed to provide services to the standard to be reasonably expected when investigating these issues and chasing payment. Furthermore, I find there have been no failings with regard to customer service.

#### **Outcome**

The company does not need to take any further action.

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

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 4 June 2018 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 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**

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