

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /0711

Date of Decision: 29 May 2018

Complaint

The customer submits that the company should charge him in accordance with Rateable Value (RV) until July 2018. The customer submits that the letter he received from the company in June 2016 (relating to the introduction of smart meters in his area), stated that there would be a 2 year transition period where he would continue to be billed just as he was at that moment. The customer submits that the company should therefore charge him in accordance with RV until this point, as stated.

Defence

The company submits that at the time the customer received the letter in question, he was not being billed at all. Therefore, it submits that the standardised template wording in the letter, which was sent to him in June 2016, did not apply to his particular circumstances. The company does not accept that it is required to charge the customer in accordance with RV. However, it does accept that it should not have sent the customer the standardised letter without having checked his personal circumstances. The company has made no offer of settlement.

Findings

A failure to provide the company's services to the standard to be reasonably expected by the average person has been established. The company had promised (in its letter of June 2016) to continue billing the customer during a 2 year transition period in the same way he was being billed at that time. The company failed to honour this promise.

Outcome

The company shall charge the customer in accordance with RV for the 2 year transition period.

The customer must reply by 26 June 2018 to accept or reject this decision.

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ADJUDICATOR'S DECISION

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Date of Decision: 29 May 2018

Party Details

Customer: []

Company: []

Case Outline

The customer's complaint is that:

- He purchased his property in June 2015. The customer submits that the property was left unoccupied from June 2015 to March 2017. The customer submits that he was on RV when he purchased the property.
- In April 2016, the customer submits that he advised the company that the property had been unoccupied. The company therefore cancelled any water bills on the customer's account and also refunded £183.48. The customer also indicates that the company erroneously made a further payment to him in the sum of £91.74.
- In June 2016, the company advised the customer by letter that it would be introducing smart meters to his area and that there would be a 2 year transition period (during which time the customer would continue to be billed as he was at that moment).
- In April 2017, the customer returned to his property and discovered that he was being charged by smart meter and he received a bill for £273.31. The customer submits he argued with the company about this bill and it agreed to write it off for him.
- The customer indicates that his current complaint is that the company should honour the statement in its letter that there would be a 2 year transition period where he would continue to be charged as he was at the time of the letter. Therefore, the customer is claiming for the company to charge him in accordance with RV until July 2018.

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The company's response is that:

- The customer has not been charged for any water services between June 2015 and April 2017 because he had claimed on numerous occasions that his property was unoccupied. The company acknowledges that it paid the customer an additional £91.74 in error and it submits that it did not seek to recover this sum.
- The customer's current claim is that he wishes to remain on RV charges until July 2018 (in accordance with the letter he received from the company). The company does not dispute that the customer was on RV when he purchased the property.
- The company submits that the property was allegedly unoccupied (as stated by the customer) until April 2017 when the customer returned. At this time, the company started charging the customer by smart meter.
- The company acknowledges its letter to the customer of June 2016 and it draws specific attention to the reference to the 2 year transition period where it states *"Once the meters are activated there will be a period of two years where we will continue to bill you the way we do at the moment"*.
- The company submits that it is important to bear in mind that when the customer received this letter, he was not being billed at all by the company because he had advised that the property was unoccupied.
- The company submits that it has explained to the customer that the letter it sent to him contained standard template wording and unfortunately it was not tailored to the customer's own circumstances. However, it confirms that the statements made about the 2 year transition period were not applicable to the customer.
- Accordingly, the company does not accept any liability to provide the redress claimed by the customer.

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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 the company should charge him in accordance with RV until July 2018 because the letter it sent to him in June 2016 advised that there would be a 2 year transition period for smart metering where the customer would continue to be billed just as he was at that moment.
2. 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 failed to provide its services to the standard that would reasonably be expected of it and that he has suffered financial loss or some other disadvantages as a result of this failure.
3. It is not disputed by the parties that the customer had successfully argued with the company that his property was unoccupied between June 2015 and March 2017 (and that he returned to the property in April 2017). Based on the submissions provided, I note that the overall result of the customer's assertions to the company was that it did not bill the customer at all until he returned to the property in April 2017. When he returned to the property, the company started charging him by smart meter.

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4. The basis of the customer's present complaint is that the letter from the company which he received in June 2016 stated that there would be a 2 year transition period for smart metering where the customer would continue to be billed just as he was at that moment.
5. Upon close examination of the specific wording of the letter in question, I note that it states *"Once the meters are activated there will be a period of two years where we will continue to bill you the way we do at the moment"*.
6. It is not disputed that at the time of this letter, the customer was not being billed at all by the company as a result of his assertion that the property was unoccupied. However, it is not disputed that prior to this arrangement, the customer was being billed by RV.
7. In light of the above, I must find that whilst the customer was not being charged by the company as a result of his successful assertion that the property was empty until April 2017, it is fair and reasonable to conclude that the customer was still on the same RV billing method which applied prior to this arrangement. Accordingly, I must also conclude that the overall effect of the letter which was sent to the customer by the company in June 2016 was that the company had promised to continue charging the customer in accordance with RV for the 2 year transition period. Under the circumstances, I also find that it would have been reasonable for the customer to rely on this promise.
8. I acknowledge the company's submissions that its letter of June 2016 used standardised template wording and that it should have taken time to look into the customer's specific circumstances before sending the letter with its standardised template wording. However, I am only able to make my decision based on the evidence available, and the evidence leads me to conclude that the company (as a result of an asserted oversight on its part) promised the customer that it would continue to charge him by RV for the 2 year transition period and the customer is now seeking to rely on this promise. Consequently, taking into account all of the above, I must conclude that the company's failure to honour its promise to the customer amounts to a failure to provide its services to the standard to be reasonably expected by the average person.

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9. I note that the customer's singular claim is for the company to charge him in accordance with RV until July 2018. Having regard for the nature and extent of the company's established breach (as detailed above), I am satisfied that it warrants the singular element of redress as claimed by the customer. Accordingly, based on all the evidence provided by the parties, I accept that it is fair and reasonable to direct that the company honours its promise to the customer (in accordance with its letter of June 2016) and charges the customer in accordance with RV for the 2 year transition period.

Outcome

The company shall charge the customer in accordance with RV for the 2 year transition period.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 26 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 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

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