

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /0809

Date of Decision: 21 January 2019

Complaint

The customer had to move out of her property due to domestic violence. She contacted utility suppliers by telephone from her workplace. The company issued a County Court Judgment against her, making it impossible for her to rent privately in an area where she felt safe. The customer submits that the company's customer service was "absolutely disgusting" and caused her distress. The customer requests further training for the company's staff, an apology, and £5623.00 in compensation.

Defence

The company received no notification that the customer had left the property and the new occupier did not set up a new account until December 2017. After no payment was made by the customer and no contact was received, the company applied to the County Court for a Judgment which was granted in Default. The customer contacted the company and explained the circumstances surrounding her leaving the property. The company agreed to backdate the departure date, apply to the Court to have the Judgment set aside, and waive the Court costs. The company denies that it is liable to the customer.

Findings

No evidence had been provided to demonstrate that the company was made aware that the customer had left the property. The company sent letters to the customer at the service address, receiving no reply. It acted appropriately by taking Court action as the customer was wholly uncontactable. After being advised of the circumstances of the customer departing the property, the company took these into consideration fully, backdating the final bill without requiring evidence of the customer's departure date and agreeing to remove the Judgment and the associated charges. The company was not liable to pay compensation to the customer as, at the time the Judgment was entered, the company had not been contacted and could therefore not take the customer's circumstances into consideration.

Outcome

The company does not need to take any further action.

The customer must reply by 18 February 2019 to accept or reject this decision.

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ADJUDICATOR'S DECISION

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Date of Decision: 21 January 2019

Party Details

Customer: []

Company: [].

Case Outline

The customer's complaint is that:

- The customer submits that she was not made aware and did not receive any correspondence from the company in relation to pending debts or its intention to apply a CCJ to her credit rating. If the customer had been made aware, she would have made the payment in full of any monies owed to the company. The customer would not be aware that she had a CCJ if she had not applied for a private rented property. The CCJ prevented her from private renting in an area where she felt safe, having moved to avoid her abusive ex-husband. The customer states that, when she left the property, she called all of her utilities suppliers to advise that she no longer lived in the property. The calls were made from her work telephone meaning the customer cannot provide proof of the calls. Once the customer was aware of the CCJ, she called the company immediately to find out why and how this had happened, especially as someone had rented the property shortly after the customer had moved out. The company's customer service representative was rude and said that it was her fault and she would have to pay. The company refused to reset her bill to the date that she had left and said that she had to provide proof. When the customer called at a later date, she was allowed to have her bill reset to her moving out date of 1 June 2017 without providing any proof. When the customer advised the company that she would not be making the payment for the CCJ and court costs, the company decided that it would apply to have the costs removed, including the CCJ. The way that the company has treated her over the past months is "absolutely disgusting" and caused her distress.

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- The customer requests training for the customer service team so that they are more compassionate, an apology, and £5623.00 in compensation for a deposit and fees to private rent and the distress caused.

The company's response is that:

- The company states that the customer contacted it on 8 October 2012 to set up the account. On 26 May 2017, the customer's bank notified the company that the customer had cancelled the direct debit payment instruction. The customer's direct debit plan was therefore cancelled and a bill was issued for £252.40, the account balance. The balance was outstanding and a reminder was sent to the customer on 9 June 2017, followed by a legal notice dated 23 June 2017. The company reviewed the customer's account on 27 July 2017 and tried to call her on the two mobile numbers on the account, however there was no reply on either. As the company had received no contact from the customer, it updated its records to confirm that the account was now suitable for a Court claim. Judgment by Default was entered on 4 September 2017. On 23 November 2017, the customer called to advise that she was not aware that the account had not been closed, and that she moved out on 1 July 2017. As court action had been taken, the company requested the customer send in evidence of this, such as a final council tax bill. The customer called on 24 November 2017 and explained that she had left the property abruptly due to domestic violence. In view of the customer's circumstances and as a goodwill gesture, the company closed the account to 1 July 2017 without waiting for the requested evidence. The customer advised on 27 November 2017 that she had actually left the property on 1 June 2017. A breakdown of the charges was provided to the customer. The company agreed on 12 February 2018 to make an exception and apply to the Court to ask them to set aside the Judgment. The company also agreed to remove the associated court fees and costs. The Court timescale for this was around 10 weeks. This was done as a gesture of goodwill as the judgment had been entered correctly. The new occupier of the property did not contact the company until 11 December 2017 and the company was therefore not aware that anyone else was living at the property. The company has provided confirmation from Northampton County Court that the Judgment has been set aside. The company denies any failure in its duty to supply water services, and states that it has raised correct charges for the services in line with the Charges Scheme.

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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.

In order for the customer's claim against the company to succeed, the evidence available to the adjudicator must show 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 shown, the company will not be liable.

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 customer left the property, [], on 1 June 2017 following domestic abuse by her ex-husband against the customer and her eldest son. The customer's claim is that the company's customer service was poor in relation to the outstanding balance and the company's decision to seek a County Court Judgment against the customer for the balance.
2. In reviewing the evidence, I find that I have not been provided with any documentation to confirm that the customer contacted or attempted to contact the company after moving out of the property on 1 June 2017. I acknowledge that the customer states that she called utilities providers from her work telephone and that she is therefore unable to provide proof of these calls, however adjudication is an evidence based process and I am only able to make a decision based on the documents provided to me. Whilst I acknowledge that the situation was difficult for the customer, I must accept from the company's evidence that it has no record of the customer contacting it to advise that she had moved out of the property.
3. The company received notification from the customer's bank that the direct debit instruction had been cancelled. I am not persuaded that this would have put the company on notice that the

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customer had moved out of the property as there is no requirement for customers to pay for water and sewerage services by direct debit.

4. The company issued a bill on 26 May 2017 for the outstanding balance for water and sewerage services in the sum of £252.40. I note from the date of this bill that it potentially could have arrived before the customer had left the property on 1 June 2017.
5. The company sent a late payment notice to the customer on 9 June 2017, and a red legal notice on 23 June 2017. I accept that, at this time, the company was not aware of any forwarding address for the customer, nor that she had moved out. I have no evidence as to whether the customer had set up postal forwarding, or if she would have received these letters. However, I find that the company acted appropriately by sending the notices regarding the outstanding balance to the property address where it had not been notified that the customer had moved out and had no alternative correspondence address for the customer.
6. I note that the company did attempt to call the customer on 27 July 2017. It states that there was no reply on either of the mobile numbers registered to the customer's account.
7. I also note that the company was not made aware by any third party that the customer had moved out. The new tenant of the property completed a Moving Home form on 11 December 2017 to advise that they had moved into the property in August 2017.
8. I therefore accept, on the balance of probabilities, that the company had not received any contact from the customer before it took steps to obtain a County Court Judgment for the outstanding balance.
9. In view of this, I am satisfied that the company acted properly and to the standard expected of a reasonable water supplier when it commenced County Court proceedings against the customer, as it had not been contacted by the customer at all.
10. I find that the customer first contacted the company about the account on 23 November 2017, after she became aware of the County Court Judgment on her credit file. The company requested evidence that the customer had moved out of the property on the date the customer advised. I find this to be an appropriate request as the company had obtained a Judgment in

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Default against the customer and it is reasonable to require evidence to demonstrate that the outstanding balance, about which the Judgment related, was not properly due.

11. The company states that when the customer called back on 24 November 2017, she advised that she had left the property abruptly due to domestic violence. I have no evidence to demonstrate that the customer advised the company of the circumstances surrounding her departure from the property prior to 24 November 2017. I note that, once the company was made aware of the circumstances causing her to move out, it made various goodwill gestures in recognition of the customer's difficult circumstances. It immediately agreed to close the account to 1 July 2018, the date specified by the customer at that point as her move-out date, and stopped the action taken to obtain payment of the Judgment amount.
12. The company also provided a breakdown of the account as requested by the customer. On 8 February 2018, the customer wrote to the company to complain that a Judgment had been made against her. I find that there was no obligation on the company to request the removal of the Judgment as this had been properly made based on the information available to the company at that time. However, the company agreed to request the removal of the Judgment and waive all associated costs in recognition of the customer's circumstances when she left the property.
13. I acknowledge that the Judgment obtained by the company against the customer caused her difficulty in renting due to its impact on her credit rating. However, for the reasons given above, I am satisfied that the company did act reasonably in seeking a County Court Judgment against the customer. From the company's perspective, the customer had stopped paying for water and sewerage services at the property and was wholly uncontactable, failing to respond to any letters it sent about the bill. The company was not able to take the customer's personal circumstances into consideration until it was made aware of them. I find that the company has acted properly and to the standard of a reasonable water supplier by giving the customer's personal circumstances due consideration once it was made aware of them, resulting in it applying for the Judgment to be set aside.
14. I acknowledge that the customer has been caused distress as a result of the impact of the Judgment, however I am unable to award any compensation for this as the evidence shows that the company acted reasonably in obtaining this Judgment. I am satisfied that the customer service provided to the customer was to a high standard, taking her circumstances fully into

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consideration. I find no failure by the company to act to the standard of a reasonable water supplier that would warrant the remedies requested by the customer. The customer's claim is therefore unable to succeed.

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 18 February 2019 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.



Alison Dablin, LLM, MSc, MCI Arb

Adjudicator

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