

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /0855

Date of Decision: 30 August 2018

Complaint

The customer states that she has been the occupant of [](the "Property") for 30 years and she has never moved out. In February 2017, a third-party (who is not a party to this adjudication) contacted the company to advise that they were the new occupant of the Property and had moved in on 20 August 2016. The company therefore terminated the customer's account from 20 August 2016, sent her a refund for any charges applied to her account from that date and set up a new account for the third-party. The customer confirms that she received the refund and the final statement from the company but took no action. The customer indicates that in February 2018 she contacted the company to state that she had never left the Property and that the company must have made a mistake. The company therefore set up a new account for the customer and backdated her charges to 20 August 2016; as if she had never left the Property. The customer states that the mistake was made by the company and therefore she should not be made liable for her backdated charges. She asserts that the company should absorb this cost. In light of the above, the customer's claim is for the company to provide an apology, waive her outstanding charges of £323.29 and provide her with £1000.00 for stress and inconvenience.

Defence

The company confirms that, in February 2017, it was contacted by a third-party (who it cannot identify for data protection reasons) who passed all the required security questions and repeatedly confirmed that they were the new occupant of the Property (as of 20 August 2016) and required a new account. The company states that it carried out this request and set up a new account for the third-party based on the information provided. The company confirms that it terminated the customer's account and refunded her for any charges applied since 20 August 2016. The company confirms that it sent the customer a final statement at this time. In February 2018, the customer contacted the company to assert that she had never left the Property and that the company had incorrectly terminated her account. The company therefore set up a new account for the customer and backdated the charges on the account to 20 August 2016 (to reflect that the customer had never left the Property). The company states that it has only ever acted in good faith. Based on the information provided, it had no reason to

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suspect that anything was wrong. In particular, the company states that the customer did not contact it to highlight any mistake when she received a refund and her final statement of account.

Findings

Based on the submissions provided, I am not satisfied that the evidence shows any failures on the part of the company (with the exception of the late email response issue for which the company has already taken appropriate remedial action). Consequently, in the absence of any unresolved failures on the part of the company, I am unable to uphold the customer's claims for redress.

Outcome

The company does not need to take any further action.

The customer must reply by 27 September 2018 to accept or reject this decision.

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ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /0855

Date of Decision: 30 August 2018

Party Details

Customer: [].

Company: [].

Case Outline

The customer's complaint is that:

- She has been the occupant of [] (the "Property") for 30 years and she has never moved out.
- In February 2017, a third-party (who is not a party to this adjudication) contacted the company to advise that they were the new occupant of the Property and had moved in on 20 August 2016.
- The company therefore terminated the customer's account from 20 August 2016, sent her a refund for any charges applied to her account from that date and set up a new account for the third-party.
- The customer indicates that she received the refund and the final statement from the company but took no action at that time.
- The customer states that in February 2018 she contacted the company to complain that she had never left the Property and that the company must have made a mistake.
- The company therefore set up a new account for the customer and backdated her charges to 20 August 2016, as if she had never left the Property.
- The customer states that the mistake was made by the company and therefore she should not be made liable for the backdated charges. She asserts that the company should absorb this cost.
- The customer acknowledges that the company has already provided her with £30.00 under the Customer Guarantee Scheme (CGS) for providing a late response.
- In light of all the above, the customer's claim is for the company to provide an apology, waive her outstanding charges of £323.29 and provide her with £1000.00 in compensation for stress and inconvenience.

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The company's response is that:

- It has always acted in good faith in relation to this matter.
- In February 2017, it was contacted by a third-party (who it cannot identify for data protection reasons) who passed all the security questions and repeatedly confirmed that they were the new occupant of the Property (as of 20 August 2016) and required a new account.
- The company states that it complied with this request and set up a new account for the third-party based on the information provided.
- The company confirms that it terminated the customer's account and refunded her for any charges applied since 20 August 2016. The company confirms the customer's assertion that it sent her a final statement bill at this time.
- In February 2018, the customer contacted the company to complain that she had never left the Property and the company had incorrectly terminated her account.
- Accordingly, the company set up a new account for the customer and backdated the charges on the account to 20 August 2016 (to reflect that the customer had never left the Property).
- The company states that it has only ever acted in good faith. Based on the information provided, it had no reason to suspect that anything was wrong. In particular, the company confirms that the customer did not contact it to highlight any mistakes when she received a refund and her final statement of account.
- The company confirms that it has provided the customer with a £30.00 CGS payment for a late email response.
- Furthermore, the company confirms that it has applied a £50.00 gesture of goodwill to the customer for this issue and agreed to a £10.00 per month payment plan for the backdated charges.
- The company states that, in light of all the above, it does not accept any liability for the customer's claims for redress.

How is a WATRS decision reached?

In reaching my decision, I have considered two key issues. These are:

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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.

The WATRS Scheme Rules provide detailed information on the process of adjudication, including the timing of the various stages. It is important for the smooth running of the scheme and fairness to all that time limits are respected and submissions made in good time to allow them to be properly considered as a part of the process. Furthermore, I must also draw attention to the fact that in accordance with the scheme rules, new complaints and evidence cannot be submitted at the comments stage. Accordingly, I must disregard any new complaints and/or evidence submitted at the comments stage and will proceed accordingly.

How was this decision reached?

1. The customer claims that the company incorrectly terminated her account as a result of the actions of a third-party. The customer states that this was a mistake on the part of the company and therefore she should not be liable for the backdated charges that have now been applied to her account (to reflect her corrected service charges, as if she had never left the Property). The customer is also claiming an apology from the company and compensation for inconvenience in the sum of £1000.00.
2. I remind the parties that adjudication is an evidence-based process and in order for any remedy to be awarded, the evidence must show that the company has not provided its services to the standard that would reasonably be expected of it.
3. It is not in dispute that, following the actions of the third-party in February 2017, the company terminated the customer's account (backdated to 20 August 2016) and sent her a refund and a final account statement. Furthermore, it is not disputed that it was not until February 2018 that the customer contacted the company to advise that the termination of her account was incorrect and that she had never left the Property.

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4. Following careful consideration of all the submissions provided to me at the time of adjudication, I am not satisfied that the company's actions with regards to the termination of the customer's account amounts to a failure to provide its services to the standard to be reasonably expected by the average person. Specifically, in making this finding, I have considered that the third-party who set these events in motion had provided all the required information to set up a new account for the Property and, on balance, I accept that the company had no reasonable grounds to suspect that it would be incorrect to set up a new account and terminate the customer's account. Under the circumstances, I am inclined to accept that the company had acted in good faith based on the information it had been provided with.

5. Further to the above, I find that upon receipt of the refund and final statement from the company, the customer was put on notice of the termination of her account. However, the customer took no action in relation to this information until February 2018. Under the circumstances, as the only party who was aware of the existence of any error at this time, I must find that it would have been fair and reasonable for the customer to contact the company to highlight this issue and mitigate any loss or inconvenience subsequently experienced. Consequently, in light of the evidence available, I am conscious that the customer's inaction was a significant contributory factor to any inconvenience/loss she experienced as a result of this issue. I am inclined to find that if the customer had raised this issue with the company sooner, it is likely that the matter would have been promptly resolved.

6. I now turn to an examination of the company's actions after it first became aware that there had been an error. Based on the submissions provided, I note that the company promptly created a new account for the customer and applied backdated charges to it (to reflect her corrected charges as if she had never left the Property). I also note that the company provided the customer with an explanation of how and why the issue had occurred and offered the customer a payment plan in recognition of the inconvenience of receiving all her unpaid outstanding charges at once. Furthermore, I note that the company provided the customer with an additional £50.00 for the inconvenience experienced as a result of this issue. Whilst it does not form part of any disputed element, I also note that the company provided the customer with a CGS payment of £30.00 in respect of a late email response. Consequently, taking into account all the particular circumstances of this matter, I am unable to conclude that the company's actions (with the

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exception of the late email response) amount to a failure to provide its services to the standard to be expected by the average person.

7. Therefore, following careful review of all the submissions provided, I am not satisfied that the evidence shows any failures on the part of the company (with the exception of the late email response issue for which the company has already taken appropriate remedial action). Consequently, in the absence of any unresolved failures on the part of the company, I am unable to uphold the customer's claims for redress. The customer states that she has never left her property. Accordingly, it is fair and reasonable to conclude that she is responsible for the water service charges incurred at her property and I find no reasonable basis for these to be waived.

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 27 September 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), MCIArb.

Adjudicator

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