

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /0942

Date of Decision: 23 October 2018

Complaint

The Customer believes that he is not liable for payment of an outstanding water bill in the amount of £581.27 for the period April to November 2017 because the property was rented out and the tenant was responsible for the water account. He further avers that he informed the Company when the tenancy agreement commenced. The Customer requests cancellation of the bill and an explanation as to why the Company didn't inform him sooner of unpaid charges on the account.

Defence

The Company states that it was not advised by the Customer of the tenancy agreement and thus had no way to understand that the property was rented out to a tenant. Upon noting that meter usage had occurred the Company made investigations to identify the registered owner and submitted an account. The Company has not made an offer of settlement and requires the outstanding invoice be paid in full by the Customer.

Findings

The Company understood the property to be empty. The Customer tenanted the property from January 2017 but failed to advise the Company as is required and thus rendered himself jointly and severally liable with his tenant for payment of all charges. In October 2017, the Company, following a meter reading, noted ongoing usage and identified the owner and invoiced him in November 2017. From the documents provided there is no evidence that the Company failed to reach the standard to be reasonably expected.

Outcome

The company does not need to take any further action.

The Customer must reply by 20 November 2018 to accept or reject this decision.

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ADJUDICATOR'S DECISION

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Date of Decision: 23 October 2018

Party Details

Customer: []

Company: []

Case Outline

The customer's complaint is that:

- He has received an invoice for payment in respect of a property that he owns known as [] (the property). The invoice raised is in the sum of £581.27 for the period 29 April 2017 to 29 November 2017. However, he states that during this period he had rented out the property, and had informed the Company by letter at the time that the tenant was liable for payment of all invoices issued.
- Consequently, he believes that having informed the Company of the tenancy agreement he has no obligation to settle the outstanding invoice as this responsibility had passed to the tenant.
- He further queries the length of time taken by the Company to advise him of the fact that there were ongoing charges being incurred, and he says that had he been advised timeously he could have taken appropriate action to remedy the issue.
- The Customer requests an explanation for the delay in informing him of the unpaid invoice and offers to make a part payment against the outstanding amount claimed by the Company.

The company's response is that:

- The Company states that it has not received any information from the Customer advising it of the tenancy agreement. The Company has confirmed to the Customer that it accepts such advice via various means, including e-mail, letter, telephone or through the Landlord Tap website.

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- When reading the meter at the property in October 2017 the Company became aware that water usage had and was being incurred. Their subsequent investigations indicated that the property was registered as unoccupied and reference to the [] website did not show that the property was tenanted.
- Following Land Registry checks the Customer was identified as the owner of the property and the invoice was raised and sent to the owners registered address.
- The Company relies on The Non-Owner Occupier Regulations which became effective from 01 January 2015 and require owners of residential properties who do not live in the property to advise the Company of the details of the occupier, and this must be done within 21 days of a change of occupier. Failure to do so renders the owner jointly and severally liable with the occupier for all charges.
- The Company refutes the Customers complaint regarding a delay in informing him of the ongoing charges. The Company states that as the property is metered it seeks to read the meter only twice per year, and so did not become aware of the situation until the meter reading in October 2017. At that time, it commenced investigations to determine who was responsible for settlement of the outstanding account for the property.
- The Company believes that the Customer remains legally liable for the charges incurred, and consequently has declined the Customers previous request to make a part payment of the total amount owed.
- The Customer submitted his Comments to the Defence, where he advised that the property was not included on the [] website because he was seeking to sell it during the tenancy period.

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

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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 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. I note 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.
2. The dispute relates to an invoice raised by the Company on a tenanted property and the owner's claim that he is not liable for payment. The invoice covers the period from 29 April 2017 to 29 November 2017 in the amount of £581.27 and is based on a metered reading at the property.
3. The Customer is the owner of the property, which he had tenanted on 30 January 2017. In compliance with The Non-Owner Occupier Regulations he was required within a 21-day period to advise the water company of the details of the new occupier. The Customer claims to have so advised the Company by letter while the Company avers that it has not received any such notification, and that according to its records the property was categorised unoccupied.
4. Following a meter reading in October 2017 the Company identified that water usage had occurred and was ongoing. Subsequent investigations found no evidence that the property was tenanted and a Land Registry search identified the owner of the property and his contact details. Accordingly, the Company submitted an invoice for the full outstanding amount to the Customer as the property owner in November 2017.
5. No evidence has been submitted to me to confirm that the Company received notification from the Customer of his new tenant as from 30 January 2017. Consequently, I find, that on a balance of probability, the Company was not aware that the property was occupied nor of the details of the occupier during the period from 01 February 2017 until issuing of the invoice in November.
6. In terms of The Non-Owner Occupier Regulations the Customer was obliged to inform the Company of his new occupier and his failure to do so resulted in the Company deeming him and his tenant to be jointly liable for the payment of all invoices issued during the period in question. I find that the Company took appropriate action in October 2017 to identify the Customer as the property owner and to subsequently issue an invoice in the following month.

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7. The Customer has requested the Company provide an explanation as to the time taken to advise him of the unpaid invoices. The Company in its letter to the Customer dated 11 July 2018 states its policy is to read its meters' half yearly, but I further note that the Company's Standard Terms and Conditions for a Metered Supply of Water states that the Company seeks to read meters at least once every 12 months. This, allied to the Company's understanding that the property was unoccupied, leads me to find, on a balance of probability, that the Company did not read the meter in the period from 01 February 2017 to October 2017 and that they only became aware of water usage in October 2017. I am satisfied that the Customer's concern was answered by the Company in its letter to him dated 11 July 2018, and that no further explanation is needed from the Company.
8. The Customer has proposed making a part payment in an unspecified amount as a gesture of good will, but the Company has declined to accept. Having found above that the Company was entitled to view the Customer as jointly and severally liable for the payment of all charges I find it not unreasonable for the Company to expect full payment from the Customer.
9. Overall, I find no evidence of the Company failing to provide its services to the standard to be reasonably expected by the average person. Thus, I find that the Company is not required to take any additional action. Consequently, the claim cannot 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 20 November 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.

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Peter R Sansom
MSc(Law); FCIArb; FA Arb; Member London Court of International Arbitration;
Adjudicator

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