

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /0969

Date of Decision: 26 October 2018

#### Complaint

The customer states that she has been pursued for a debt that she did not know about. She claims that the company have wrongly added markers to her credit file. She claims that the company have not dealt properly with her complaint. The customer seeks the following remedies: £1000.00 in compensation, that the debt owed be waived, that the company provide an apology, that the debt markers on her credit file be removed/amended to reflect the true position and that the company provide her with all the bills they have claimed were sent to her.

#### Defence

The customer registered with the company in June 2006 and the company has sent all the bills, which are correct and payable, to the proper address. The outstanding amount is £3,462.61, £1,054.84 of which is sought immediately. The company has followed its debt collection process properly. The issue regarding the credit file was a new issue in this WATRS application. The company is not agreeable to the redress sought by the customer as it does not believe that she has supported her case with evidence.

No offer of settlement has been made.

#### Findings

The company has not failed in its service provision in its pursuit of the outstanding charges, based on the evidence before me. I do not find that the company wrongly pursued the debt, or pursued it in an unreasonable manner.

#### Outcome

The company does not need to take any further action.

The customer must reply by 23 November 2018 to accept or reject this decision.



- In reply to the company's defence the customer has stated, among other matters, that on the company's account of the history of the debt there are five years during which the debt was not actively pursued. She confirms that the address 10a is as per the map provided by the company in its defence. The customer asserts that she has experienced difficulties in her life during the time period over which the debt accrued.

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

- The company states that the debt is outstanding and payable and that it can support this with evidence.
- The company claims that the total amount owed by the customer is £3,462.61, which it intends to pursue. It states that it is first seeking payment of £1,054.85, which is part of the overall debt, and that it will pursue the balance once this is paid.
- The company states that it can show that it has properly billed the customer for the water charges.
- The company states that the customer registered with them by phone on 9<sup>th</sup> June 2006 and that she was sent out a payment card and plan.
- The company states that all bills and correspondence to the customer was sent to the correct address. It states that the addresses 10 Oak Drive and 10a Oak Drive have different postcodes.
- The company states that it also attempted contact by phone and text.
- The company states that when the customer wrote to them in December 2017 to tell them that the Housing Association was responsible for the bills it allowed her time to get confirmation of this position from the Housing Association but did not hear back regarding this issue.
- The company states that the complaint regarding the entries on the customer's credit file were not made until the WATRS application and therefore, were not properly processed through its internal complaints process or the Consumer Council for Water's (CCW) process.
- The company does not believe that the customer has supported her case with adequate evidence.
- The company disputes all the remedies sought by the customer.

**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 evidence in this case spans a period of 12 years and is therefore complex. The parties can be assured that I have noted all points made in the application, defence and reply. My decision here is based on the matters that I consider to be important in the determination of the case. Although I have considered everything put before me, including the personal circumstances of the applicant, I must stress that my decision must be evidence-based and must reflect the legal position of the parties first, in determining whether or not there is any liability on the part of the company.
2. Processing of data with credit reference agencies. The customer claims that she has received late payment markers on her credit file and that this has affected her adversely. She also states that numerous entries have been made to her file regarding the same debt. I am mindful that the company states that this issue was not raised earlier in the complaint process. I note that there is correspondence submitted by CCW dated 29th May 2018 that states that the customer is unhappy that she has received defaults for bills which she did not receive. However, I do also note that there are further claims in the application to WATRS regarding multiple entries with the credit reference agencies for the same debt.
3. For clarity in this matter, I am of the opinion that the issue regarding the manner in which the company has processed its obligations regarding information that it has sent to the credit reference agencies is outside the scope of the WATRS scheme. The Information Commissioner's Office (ICO) is the forum that deals with these types of matters. It would not be appropriate for me to make findings on matters which are properly in the remit of the ICO. I refer to the WATRS Scheme Rule, Section 3.4.1 which states that "*WATRS may reject all or part of an application to the scheme where it considers that:- a customer should be referred to a more appropriate forum for the resolution of the dispute.*" Therefore, I shall not deal with the first two

bullet points listed in the section above entitled, Case Outline. I shall deal only with the remainder of the customer's complaint regarding the customer service aspect of this case and whether not the debt is owed and properly pursued by the company. In dealing with the complaint in this way I am not making any indication to either party as to whether or not there is a valid case to present to the ICO, or that it is advisable for the customer to pursue such a course of action.

4. Liability of the customer to pay water charges. The customer states that she was unaware of the outstanding debt and she thought that the Housing Association was responsible for the water charges. The company states that it can evidence that the customer did know that she was responsible for the water charges.
5. The customer has not submitted any evidence in relation to her assertion that she believed that the Housing Association would be responsible for her water charges at 10 Oak Drive. I note that when she contacted the company in December 2017 the company states that it put the collection procedure on hold so that the customer could obtain information regarding the position of the Housing Association. This is evidenced in the emails submitted by the company. However, there is no evidence submitted to show that the customer approached the Housing Association regarding its position. The company has provided evidence in the form of a log note to show that the customer contacted the company on 9th June of 2006 to register for water charges. The customer states in reply that she has no recollection of this contact. I am mindful that the customer does not deny that she contacted the company to register for an account. The company also states that the customer contacted it on 29<sup>th</sup> September 2006 to make a query about the charges and also that she contacted the company on 3<sup>rd</sup> May 2007. Again, the customer, in her reply, does not deny these calls were made, but states that she has no recollection of them.
6. I take into account the letter that is included in the CCW papers dated 9<sup>th</sup> June 2006. This states that a payment plan is in place for the customer and was sent to the correct address for the customer's former property. This supports the assertion of the company that it was contacted by the customer to register an account in her name.
7. I must take into account that the Water Industry Act 1991 states that the occupier of a property is responsible for the water charges, unless a Third Party takes over the account. Furthermore, I note that the customer has not highlighted any particular legislation upon which she is relying to counter the presumption that she, as the occupier, is responsible for the water charges.

8. Based solely on the evidence before me in this case, I find that the customer should have known that she was responsible for the water charges at the property in which she was an occupier, 10 Oak Drive. On this point, I do not find that the company has failed in its provision of services to the standard to be reasonably expected by the average person.
9. The customer service given to the customer over the pursuit of the debt. The customer alleges that she has not received any bills regarding the debt claimed by the company. The company has stated that numerous bills and letters were sent to the proper address for the customer.
10. I note here that the debt being sought is £1,054.85 and that this is a portion of an overall debt of £3,462.61. I take into account that the amount of the charges is not disputed by the customer and it is the manner in which the company has pursued the amounts owed which is in question.
11. The customer has stated that there is an address so similar to her own former address that she believes that mail may have been sent there by mistake. The customer's former address, to which the outstanding charges apply, is 10 Oak Drive. There is another property nearby bearing the address 10a Oak Drive. The customer has submitted a photograph of 10a Oak Drive to show that there is a similar address to her former address. The company has submitted unchallenged evidence in the form of a note of a postcode search to show that these two properties do bear different postcodes.
12. The company, in its defence, has produced a lengthy account of the history of the debt and its procedure in chasing the outstanding amounts dating back to 2006. I note that the main substance of this procedure is not contested by the customer, though the customer has denied receiving some of the phone and text communications.
13. I have no evidence from the customer that post from the company did actually go to 10a Oak Drive. I am mindful that if there was an ongoing problem with the two addresses being mixed up the customer might have considered contacting the post office to complain, but this is not evidenced in the customer's case. There is a reference made by the customer in her reply that one bill was returned to the Post Office in May 2013. I do not consider one returned bill as sufficient evidence that the customer did not receive anything from the company for 12 years. I note that CCW has stated in its papers that while it accepts that it is possible that on occasion mail may have been misdirected to the wrong address, this does not account for 12 years of missing mail. I am of a similar persuasion to CCW in this regard.

14. I note that the company has stated that it also tried on a number of occasions to call the customer. The company has produced copies of its log notes to support its position and this includes dates and numbers used. On one occasion in 2012, the company states that it was told that the name of the customer was not recognized by the person who answered the phone. The customer does not directly deny this in her reply. She has stated that someone else did have control of her phone during some of the period in question. I note that both parties accept that the phone number for the customer remained the same over the years 2006 to the present date. The customer does explain that during some of that period she had other numbers also, but that she never attempted to conceal her number from the company.
15. The customer states that the company should not have left a gap of five years when pursuing the charges. I note that the customer is stating that the company should have pursued the outstanding charges during the time between 2007 and 2012. However, I am not persuaded that, in the context of the outstanding debt over a period of 12 years, this gap would have been detrimental to the customer's position. I further note that the company has produced a complete table of its communications with the customer over the years from 2006 to 2018 on pages 11 and 12 of its defence. I note that she was sent bills and invoices on ten occasions over the five years between 2007 and 2012. I am mindful that while the company did not actively pursue the outstanding debt, it did continue to bill the customer.
16. I am mindful that the evidence presented by the company regarding the amount of attempted contact with the company, by post, text and phone, complies with the OFWAT guidance on pursuing debts.
17. Consequently, on balance and taking into account the evidence before me, I find that the company did pursue the debt on numerous occasions by writing to the customer and sending bills in an appropriate manner. I do not find that the company failed to provide services to the customer in a way to be reasonably expected by the average person.
18. Poor customer service in the way in which the customer's complaint was dealt with. The customer asserts that she requested a copy of all the bills over the 12 year period and that these were not provided to her. The company states that these were provided to CCW. I can see that the CCW notes contain copies of the bills sent to the customer over the period in question. I note that these were sent on 12<sup>th</sup> June 2018. I note that the first two letters sent by the customer do not contain details of her previous address. It was on the 26<sup>th</sup> February 2018 that the customer gave her previous address to the company. I also take into account that the company was waiting for information regarding the Housing Association to be forwarded to it. I do not find

that the time frame between the customer seeking the bills and the copy bills being provided is unreasonable in the circumstances. Therefore, I do not find any failure on the part of the company in this regard.

19. The customer states that she was told by the company that no debt was owed. There is no information as to exactly when this information was conveyed. However, as I have noted in paragraph 18, the company did not have the customer's former address when it was first contacted in December 2017, and it was trying to process her request, according to the company's defence, using her new address. I do not find that there is evidence to support the assertion that the company told the customer that there was no debt outstanding for 10 Oak Drive.

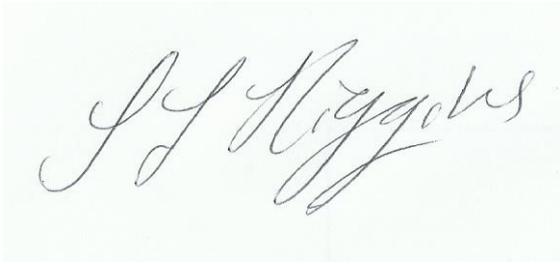
20. On balance, I do not find that the company failed to provide its services to the customer to the standard to be reasonably expected by the average person.

#### **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 23 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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A handwritten signature in cursive script, reading "J J Higgins", written in black ink on a light-colored background.

**J J Higgins, Barrister, ACI Arb.**

**Adjudicator**