

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /0988

Date of Decision: 8 November 2018

Complaint

The customer is being charged as a business despite no water being used for her livery business. The company is charging for commercial surface water and highway drainage charges despite the stable having no connection to the surface water sewer. The customer claims that she lost business when RST Water closed the access road in 2015 and that the company has provided compensation for the disruption to her business. The customer states that she is in financial difficulty. Water bills have increased considerably and are not in-line with similar properties in the area. A site visit found a suspected leak, however the customer is unable to meet the cost of repair and she does not have an insurance policy that would cover this.

Defence

The company states that the customer was being invoiced by it and RST Water in error. The RST Water account has now been closed. The customer's supply serves both the business stables and a domestic property. A site visit found a leak on the private supply. In order to be considered for a leak allowance, the customer must repair a leak on a private supply within 28 days. The wholesaler is responsible for the granting or otherwise of a leak allowance. The customer is charged based on the size of her site which falls under Band 5 for highways drainage; the charges are currently £3,744.20 a year. The company has received no payments on one account and regular £100.00 payments on the other account. The payments are not enough to cover the invoiced amounts. RST Water are awaiting additional information in respect of the customer's claim for lost income linked to the 2015 works in the access road. The customer would need to pay the balance in full or agree a payment plan for debt collection activity to cease.

Findings

The customer has a livery business that uses water from water butts, but also has access to a water supply with a single meter. As it is not possible to separate commercial and domestic use, it is necessary for the entire property to be billed on a commercial basis. The wholesaler has surveyed and measured the site. The resulting map shows that there should be no surface water drainage charge, but that the site should have been placed in a higher band for the highway drainage charge. The correct charges have not been backdated, but this represents the best value for the customer. The high water charges appear to relate to a leak. The claim for lost business does not relate

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to the individual water supply and is outside the scope of this claim.

Outcome

The company needs to take the following further action:

1. Provide the customer with an apology
2. Request the wholesaler consider sub-metering the customer's domestic property
3. Request the wholesaler provide the customer with leak assistance as if she was a household customer, and if the wholesaler is not willing to do so, clarify if the wholesaler would be willing to repair the leak and recover the cost of this through the customer's bills or via a payment plan
4. Pay the customer the sum of £350.00 in compensation.

The customer must reply by 6 December 2018 to accept or reject this decision.

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ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /0988

Date of Decision: 8 November 2018

Party Details

Customer: []

Company: [].

Case Outline

The customer's complaint is that:

- The customer's property consists of a domestic dwelling that has a water meter and is connected for surface water, and stables. The customer states that no water is used for the livery business at the stables as there are water butts. The stables have no connection to the surface water sewer. The customer is being charged for commercial surface water drainage and highway drainage charges; she disputes that she should be charged for these. The company has taken debt recovery action for outstanding invoices. The customer would like a refund of the surface water and highway drainage charges for the commercial part of the property as she does not use the water supply for the business. The customer's business was affected by works conducted by RST Water in 2015 in the access road to the property. The company has directed the customer to proceed with the claim with RST Water, and they have requested accounts from the customer. The customer cannot afford to reproduce the accounts from 2015 to progress the claim. The customer is in financial difficulty and states that the water bills have increased considerably and are not in line with similar properties in the area. During a site visit, the technician suspected that there was a leak; the customer states that she cannot afford to have the leak repaired and that she does not have an insurance policy that would cover this.
- The customer requests answers to various questions, an apology, the bill to be amended to reflect domestic use only, removal of all charges for surface water and highways drainage, all commercial water use charges to be removed, and £3000.00 in compensation.

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The company's response is that:

- The company states that the customer was being invoiced by both it and the RST Water domestic department in error. On 29 May 2018, a site visit took place, confirming that the meter in situ supplies both the domestic property and the stables, an active business premises. It was also confirmed that the meter only supplies the customer's site. It is therefore right that the company bills the customer. The visit established that RST Water, the wholesaler and supplier to household customers, were incorrectly billing the customer's domestic property on an unmeasured basis. RST Water have closed the domestic account and removed all charges back to the date the account was opened. A leak test on 29 May 2018 confirmed that there was a leak on the private supply within the boundary of the customer's property. The leak would need to be repaired within 28 days for the wholesaler to consider a leak allowance. The leak is on private pipework and it is the responsibility of the customer to have this repaired. The company has confirmed that the customer's water meter supplies a non-household water supply, the stables, and a domestic property. It is not possible to identify if the customer uses the supply to the stables or uses it for business purposes. As it is not possible to prove if the water supply is used for business purposes or not, the company is billing the customer correctly. The company is not able to close the commercial accounts and have a domestic account opened with RST Water as a business operates from the premises. Companies House records confirm that there is an active business at the address. The company acknowledges that the customer feels that she is being charged as a large corporate customer. This is because the size of her size falls under band 5 for highways drainage, currently charged at £3,744.20 a year. The customer was being charged for surface water as the wholesaler had included the domestic property in their measurements. The wholesaler has reduced the surface water charges to zero with effect from 10 November 2017, in line with their policy, meaning the customer has not been charged for surface water. The company has reviewed the customer's account balances and there are high amounts outstanding as no payments have been received on one account. The payments received have not been enough to cover the invoiced amounts. No payments have been made on one account since 9 February 2017. In respect of the customer's loss of business, the company has received an email trail between the customer and the RST Water legal department from 2015. The final email is that the customer needed to complete and return a legal pack. RST Water are awaiting additional information demonstrating how the customer lost income due to the road closure. This is needed

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for RST Water to calculate what income has been lost. The company is unable to disclose anything relating to the customer's neighbours' water supply for data protection reasons.

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's property consists of a residential house and stables. The customer has a livery, registered as a limited company, at the address. The customer has one water meter serving the whole property. She has a number of water butts on the property and the customer states that only this water is used at the stables. The customer states that no water is used for the business. She also states that the stables have no connection to the surface water sewer. The customer disputes being charged on a commercial basis for water use, and for surface water and highway drainage charges.
2. At this point, it is useful to set out the scope of the Water Redress Scheme in respect of the company. The company is a water retailer, billing the customer for the water services provided by the water wholesaler, RST Water. In order to make a decision in this dispute, I must clearly distinguish between actions taken by the wholesaler, and the duty owed by the retailer, the

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company, to its customers. Since the water market in England opened up to retailers in April 2017, all non-household customers and accounts have been moved to a wholesale/retail split service. As a result, a non-household customer now only has a relationship with the retailer. In turn, the adjudicator operating under the Water Redress Scheme may only make findings related to those things for which the retailer, a party to the case, has responsibility, but not those things for which the wholesaler has responsibility.

Billing as a Non-Household Customer

3. I am satisfied that the customer has a registered company at the property, and that this business has direct or indirect access to the water supply through the stop tap located in the stables. Whilst the stables do use water stored in water butts, the company queries in correspondence where water would come from if the butts ran dry. I am satisfied that, were this to happen, the water supply on the customer's property, currently used primarily for the customer's domestic residence, would be used for the stables. In view of this, I accept that the property must be charged as a commercial property.
4. I note that the wholesaler, RST Water, is the supplier of water to household customers in this area. RST Water had been charging the customer for unmetered water use at the domestic residence on the property from 10 November 2017. However, RST Water closed this account and removed all charges following the site visit on 29 May 2018, where the company and the wholesaler confirmed that there was only one water supply serving the entire site. I am satisfied that the customer is now being correctly charged for water by the company only, and that there is no separate household account.

Surface Water and Highways Drainage Charges

5. As above, I am satisfied that the customer has a business registered to the property and, accordingly, that the property is subject to commercial surface water and highways drainage charges. I note that these are standing charges, relating to the commercial area of a property, and that they are payable on the basis that the property is used by a registered company that has direct or beneficial access to a water supply. I note that the stop tap for the customer's supply is located in the stables. I am therefore satisfied that the customer's business does have

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beneficial access to a water supply and that these charges are applicable, irrespective of whether the customer actually utilises the water supply for business purposes.

6. In accordance with the Water Redress Scheme Rules at 6.2.1, I requested further evidence from the company in respect of the size of the property and the billing history. I have also reviewed the relevant Charges Scheme in respect of surface water and highway drainage charges.
7. The company has provided the map used by the wholesaler to determine the size of the commercial property. In reviewing this map, I note that it includes the stables and surrounding land, but excludes the domestic property, number [] Road, and a garden area either side.
8. The map shows the buildings, 'other chargeable areas' and permanently grassed areas. All of the buildings and other chargeable areas are cross-hatched showing these areas that are 'non-connected' for surface water. Consequently, the chargeable area for surface water is given as 0m².
9. The highway drainage charge relates to the total area of the property, other than the permanently grassed areas which are excluded from charges. In the customer's case, the area that is chargeable for highway drainage is the same area that is cross-hatched to demonstrate that there is no connection to the surface water sewer. The total site area is 4,946m², including grassed areas. Of this, 2,969m², being the buildings and other chargeable areas, are deemed by the wholesaler to be chargeable for highways drainage.
10. I find that the question of surface water and highways drainage charges has now been fully clarified by the wholesaler through this map that accurately measures the area of the customer's property. I am therefore satisfied that the customer should not incur any charge for surface water drainage, but that the chargeable area of the property, 2,969m², fits within Band 5 for highways drainage (1,500-2,999m²). The annual highway drainage only charge for 2018/19 is given within the Charges Scheme, available on the company's website, as £1,208.03. The sum of £3,744.20 provided by the company in its defence includes both highway drainage and surface water charges at Band 5.
11. Notwithstanding that the chargeable area of the customer's property has now been clarified, I find that the evidence shows that the customer was consistently charged on the basis that she benefitted from surface water drainage for around 168m² (CCWater documents page 86) to

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194m² (CCWater documents page 92), relating to the area of the domestic house. This has been charged within Band 2 dating back to 2010.

12. In respect of the total area of the property, this was given as 1100m² (CCWater documents page 86), whilst the company's email of 26 June 2018 (CCWater documents page 92) states "the fieldworker has measured the total chargeable area as 1,293m²". The evidence shows that the customer was consistently charged for highway drainage within Band 4, dating back to 2010.
13. The company's bill dated on 30 August 2018 shows that the charges have now been updated, with the customer being charged for surface water at Band 2 and highways drainage at Band 4, until 15 August 2018 (a period of 137 days), and at Band 5 for highway drainage only from 16 August 2018 until 31 March 2019 (228 days).
14. I find that the customer has benefitted from lower charges. It is clearly in the customer's interest that the correct charges have not been to an earlier date. The charge for highway drainage at Band 4 is £1.5823 per day, whilst surface water drainage at Band 2 is £0.6588 per day. This is a total of £2.2411 per day. By contrast, the Band 5 highway drainage charge is £3.3097 per day. Accordingly, whilst the customer should not have been charged for any surface water drainage, I am satisfied that the customer has not suffered any loss. I find that, if the customer were to be reimbursed for surface water drainage, then the company would be entitled to backdate the Band 5 highway drainage charges which would result in a higher overall bill.
15. I am satisfied from reviewing the customer's bills that she has benefited from the change in billing not being backdated beyond 16 August 2018. As I am satisfied that the surface water and highway drainage charge has now been correctly calculated as Band 5 for highway drainage only, I make no direction for any further amendment to the customer's bills. I find that the outstanding balance for account number 4096[], being £6,274.03 at 30 August 2018, is correct and due in full.

Water Charges

16. The customer has disputed the amount of her water bills, stating that she pays significantly more than comparable properties in the area. It is unclear if this relates solely to the standing charges for surface water and highway drainage, or if it also relates to the volumetric water and

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wastewater bill. I note that the company believes that there may be a leak on the customer's property, and I shall therefore also review the volumetric charges on the customer's account.

17. The customer states that her business does not use the water services, instead relying on water butts. However, as noted above, the stop tap is located in the stables and the single water meter on the site measures all water used, whether in the domestic house or in the stables. I acknowledge the customer's submissions that she does not use the water supply for the business, however I accept the company's position that it is not possible to prove where the water was used with existing metering set up.
18. I note that CCWater clarified that it would be possible to set up a sub-metering structure at the customer's property. This would enable the customer to demonstrate the amount of water used at the domestic property, as compared to the overall water use. However, the company has advised that the wholesaler will not set up new sub-meter structures. As above, I am not able to direct the wholesaler to take action. Nor am I able to make any finding as to the fairness of the wholesaler's policy. I am only able to direct the company to make representations to the wholesaler on the customer's behalf.
19. In this case, I find that the customer would likely benefit from a sub-metering structure as this would enable her to separate her domestic use from any business use. In reviewing the evidence, it does not appear that the company has requested any exception be made for the customer and I have no evidence of any discussion as to whether changes could be made to the customer's site that would reduce the water deemed to be used commercially. I therefore direct the company to request the wholesaler consider sub-metering the customer's domestic property in order that her commercial and domestic charges can be separated.
20. In reviewing the customer's volumetric water and wastewater bills, I find that the usage level has consistently been between 125m³ and 162m³ per quarter. There is no evidence of a dramatic increase in usage, such as if a pipe had recently burst. However, I am mindful that this level of water use is around 1.5m³ per day, or around 1500 litres. This is significantly greater than the use of an average household, of around 100 to 200m³ per year, depending on the number of people making up the household.
21. I acknowledge the customer's query that, as the meter turns when the stop tap is closed, how can the company be sure that she does not supply the neighbouring property. The company

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states that the site visit on 29 May 2018 confirmed that the meter “only supplies Ms []’s property”. I am satisfied, on the balance of probabilities, that the site visit would have identified if a neighbouring property’s water supply spurred off from the customer’s pipework.

22. The site report from the 29 May 2018 site visit has been provided in the CCWater documents. The report states that the stop tap in the stables was turned off, but that there remained some movement on the meter, indicating a leak between the meter and the stable’s stop tap. I therefore accept, on the balance of probabilities, that the customer’s volumetric water usage bill is high based on there being a significant leak at the property. The customer’s bills indicate that this leak may have been present for several years with the recorded usage remaining consistent at around 1.5m³ per day.
23. I am satisfied that, as the leak is after the water meter and within the boundary of the customer’s property, it is the customer that is responsible for the repair of this. However, I am mindful that the water supply also supplies a domestic property, and that household customers will usually benefit from a more generous leak policy than non-household customers. The company has stated only that it is not the responsibility of it or RST Water to repair the leak. Whilst I accept this, I find that a reasonable water retailer would advocate for a customer experiencing financial difficulties, as here, to receive the same policy as would be available to her as a household customer, in view of the supply serving a domestic property. Whilst I am not able to direct that the customer’s non-household account is closed and a household account opened, I do direct the company to request the wholesaler provide the same leak assistance to the customer as it would to a household customer, on the basis that the supply also serves a domestic residence.
24. I further acknowledge the customer’s submission that she cannot afford to have a leak repaired. I am mindful that the current recorded usage is significantly greater than the average household and that the customer continues to incur significant volumetric charges for as long as the leak remains active. I therefore direct the company that, should the wholesaler be unwilling to provide the customer with the same assistance as if she were a household customer, it discuss whether the wholesaler would be willing to complete the repair to the leak, the cost of this being recovered through the customer’s bills or via a payment plan.
25. However, having reviewed the evidence in full, I am satisfied that the company has been correctly charging the customer for water use. The charges are high due to the amount of water being recorded on the meter, this likely being lost due to a leak. The customer remains liable for

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water that is lost through a leak. I therefore find no basis for the customer's volumetric water bills to be reduced and I find that the outstanding balance on account number 4095[], being £6,062.65 at 4 October 2018, is correct and due.

Claim Against RST Water Relating to Road Closure in 2015

26. The customer states that her business was affected by works conducted by the wholesaler in 2015, closing the road. The company has directed the customer to proceed with her claim with RST Water. The customer states, in correspondence, that she was advised that she did not need a solicitor, but that she has since been told that she does need one.
27. The correspondence in the CCWater documents is clear that the customer's claim will be considered on receipt of audited accounts for the relevant 20 week period, and audited accounts covering this same period in the previous two years.
28. I find that it is a reasonable request for the customer to provide the accounts to RST Water in order for her loss to be calculated. In the absence of the accounts, there is no basis by which the loss to the customer's business can be calculated. I am satisfied that the company has acted in accordance with a reasonable water retailer in pursuing the claim with RST Water on the customer's behalf and advising the customer of the evidence necessary for her to receive compensation.
29. I am further mindful that this claim does not relate to the supply of water services to the customer, but to harm to the customer's business by the wholesaler carrying out construction work involving the closure of the access road to the customer's property. I find that scope of the Water Redress Scheme is such that I am only able to review whether the company has acted appropriately in how it has handled the customer's complaint. I am not able to review whether RST Water are liable to the customer, nor how much this liability may be.
30. I acknowledge the customer's submission that she cannot afford to reproduce the accounts. However, as above, the accounts are necessary to demonstrate the amount of loss suffered and are therefore vital for the wholesaler to assess the customer's actual loss and for the customer to accurately quantify her claim. I am satisfied from the evidence that provision of the accounts is a necessary step.

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The Company's Handling of the Customer's Complaint

31. In reviewing the customer service provided by the company, I find that this fell below the standard reasonably expected. The customer was billed by both the company and RST Water from November 2017 and it took until 29 May 2018 for a site visit to be conducted, clarifying how the customer should be charged for water. I can see that the company failed to attend on the agreed date for the first site visit.
32. I am not satisfied that the company has discharged its duty to make representations on the customer's behalf. Specifically, the company has not highlighted the customer's financial difficulties to the wholesaler, nor requested greater assistance based on the supply also serving a domestic property. I note that CCWater have expressly stated that they were disappointed with the slow response from the company during the complaints process.
33. In reviewing the evidence and correspondence between the parties and CCWater, I find that the company has provided inaccurate and inconsistent advice. The company's Appendix 1 states that the customer is being charged at Band 2 for surface water drainage and Band 3 for highways drainage. No explanation has been provided for this reference to Band 3.
34. It is also not clear, from the available evidence, why the company advised on 26 June 2018 that the total chargeable area of the site had been measured to be only 1,293m², an area that would place the customer's property in Band 4 for highway drainage. I am satisfied that this incorrect advice, given after the site visit on 29 May 2018, but prior to the publication of the RST Water map on 9 July 2018, would have misled the customer as to the potential costs she would incur for highway drainage.
35. I find that the company's responses did not clarify the situation in respect of surface water and highway drainage. The explanations provided to the customer and to CCWater contained incorrect assessments of the chargeable area of the customer's property. I am also mindful that the company will be aware of the wholesaler's charges scheme; I find that it should have reasonably been aware that non-household surface water drainage charges were not applicable to domestic areas of a site. The correspondence is clear that the parties were aware that the surface water drainage related only to the domestic property. I find that the company fell below the standard reasonably expected by not highlighting this charging error to the wholesaler.

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36. I am satisfied that these instances show that the company fell below the standard expected of a reasonable water retailer by providing inconsistent and incorrect advice to the customer, relating to the chargeable area of the customer's property and the Band in which she would be charged.

The Customer's Requested Remedies

37. The customer has asked various questions within the application under a request that the company "Provide a service". I shall address in turn:

a. *Establish why my neighbour does not pay water or have a water meter and why my meter continued to turn even when my water turned off, am I paying their water?*

The water services to the customer's neighbour fall outside the scope of the customer's claim to the Water Redress Scheme. The company is unable to provide details of neighbouring customers for data protection reasons. As above, on the balance of probabilities, the site visit would have identified if the neighbour's water supply was spurred off from the customer's supply after the water meter. The most likely cause of the water meter continuing to turn when the stop tap is closed is a leak between the water meter and the stop tap.

b. *Why am I getting bills for domestic water from RST Water for the same water supply?*

The evidence indicates that the customer was billed for the domestic property by RST Water in error, and that this has now been resolved with RST Water removing all charges following the 29 May 2018 visit.

c. *Why I'm being charged commercial rates for water used for domestic reasons?*

The customer has a commercial business registered at the address for which commercial charges must be raised. There is one water meter serving the entire property it is not possible to prove the amount of water used domestically or commercially. It is therefore necessary to charge for the whole site on a non-household, commercial basis.

d. *Why I'm getting threatening letters from collection agencies even though I'm paying £100 per month as agreed by []?*

The payment of £100.00 per month has been paid against account number 40968[] relating to surface water and highways drainage charges. No payments have been made

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against account number 4095[] relating to water usage. This has resulted in the customer being referred to a debt collection agency.

e. *Why I'm being charged surface water drainage even though we have no drainage?*

The customer had been charged for surface water drainage in respect of the domestic property on the site. This was an error by the wholesaler. The site has been surveyed and found to have no surface water drainage, however the chargeable area for highway drainage is greater than previously billed. The incorrect charges are lower than the correct charges and it is in the customer's best interest that these are not backdated.

f. *Why I didn't receive any compensation when they closed my road, ruined my business, but told me to seek my solicitor?*

This claim is outside the scope of the Water Redress Scheme. Notwithstanding this, the evidence indicates that the customer is required to provide audited accounts in order for the business loss to be calculated. The customer has not provided these accounts, stating that she is unable to afford them. Without the accounts, it is not possible for the customer's loss to be accurately quantified, or for compensation to be paid to the customer by the wholesaler.

g. *Why am I paying council tax as well?*

Council tax is not relevant to the provision of water services or the scope of the Water Redress Scheme. I find that the customer's council tax is not something I can address within the rules of the Scheme.

38. The customer has requested an apology and I find this to be reasonable. I therefore direct that an authorised representative of the company provide the customer with a written apology for the issues identified above under the heading "The Company's Handling of the Customer's Complaint".

39. Finally, the customer has requested compensation in the sum of £2,500.00 for the loss of business, the loss of the customer's mental health, stress, upset, loss of income, and piece of mind. She also requests £500.00 for the cost of re-marketing her business after the road closure, with new signs and advertisements.

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40. As above, I find that the claim relating to loss of business falls outside the scope of the Water Redress Scheme. Evidence of any such losses would need to be provided to RST Water directly. The company cannot be held liable for any losses caused by the wholesaler, outside of the direct supply of water services to the customer.
41. In considering the claim for compensation for stress and upset, I am satisfied that the customer has experienced some stress and inconvenience as a result of the company providing incorrect and inconsistent information about the surface water charges. I find that the company's failure to identify the billing error and raise this promptly with the wholesaler caused the customer to feel like she was not being listened to. It appears that this issue was only resolved as an incidental effect of the site visit to determine if the customer should be charged as a household or non-household customer. I also find that the company was slow in responding to the customer's complaint, even after the customer referred her case to CCWater. It has also failed to adequately discharge its duty to advocate on behalf of the customer to the wholesaler.
42. Notwithstanding this, I find that a significant part of the customer's stress relates to the actions of the wholesaler in closing the road and the subsequent harm to the customer's business, and high water bills that appear to be related to a leak on the customer's pipework. The company is not responsible for the stress caused by the wholesaler in relation to actions taken outside its direct supply to the customer. The company is also not responsible for the stress caused by the leak as this is on private pipework.
43. I am also mindful that the customer's stables are subject to surface water flooding. I accept that this has also caused the customer distress. However, I find that this is related to the previous owner concreting over the surface water drains. Whilst this means that the customer will not be charged for surface water drainage, the site now has no facility for removing rainwater from the site. I find that the surface water flooding does not relate to any failure by the company or the wholesaler to provide the surface water drainage; rather, it relates to the previous owner having removed any ability for the water to drain elsewhere. I therefore find that the company cannot be held responsible for the stress caused by the surface water flooding as surface water drainage is not a service that is supplied to the customer.
44. In view of this, I find that the stress and upset caused by the company where it has failed to provide the services to the standard expected of a reasonable water supplier warrant the sum of £350.00 in compensation. I direct it to pay this sum to the customer accordingly.

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Outcome

The company needs to take the following further actions:

1. Provide the customer with an apology
2. Request the wholesaler consider sub-metering the customer's domestic property
3. Request the wholesaler provide the customer with leak assistance as if she was a household customer, and if the wholesaler is not willing to do so, clarify if the wholesaler would be willing to repair the leak and recover the cost of this through the customer's bills or via a payment plan
4. Pay the customer the sum of £350.00 in compensation.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 6 December 2018 to accept or reject this decision.
- If you choose to accept this decision, the company will have to do what I have directed within 20 working days of the date on which WATRS notifies the company that you have accepted my decision. If the company does not do what I have directed within this time limit, you should let WATRS know.
- If you choose to reject this decision, WATRS will close the case and the company will not have to do what I have directed.
- If you do not tell WATRS that you accept or reject the decision, this will be taken to be a rejection of the decision. WATRS will therefore close the case and the company will not have to do what I have directed.

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A handwritten signature in black ink, consisting of a stylized, overlapping loop followed by a long horizontal stroke that ends in a small upward tick.

Alison Dablin, LL.M, MSc, MCI Arb

Adjudicator

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