

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /0843

Date of Decision: 06 August 2018

Complaint

The customer submits that he has never received a bill from the company. The company has been sending his bills to the estate agent he purchased his property from for the past 14 years. The company had no authority to accept instructions from someone else on his behalf. He discovered this when trying to establish why his three neighbours were on an Assessed Household Charge (AHC), whilst he was being charged based on rateable value. He is seeking recompense from the company for overpayment for the past 14 years. Last year he paid £605.00 more than his neighbours. The customer also submits that the company provided a poor level of customer service when dealing with his complaint. The customer requests the company acknowledge poor service and offer a gesture of recompense. The customer also requests compensation in the sum of £2,500.00 for stress and inconvenience.

Defence

The company submits that it will not backdate the AHC tariff, as it has been correctly applied from the date of the customer's application for a water meter. Although the customer did not receive a bill for 14 years he would have received the first bill and an optional metering pack sent on 12 May 2004. Information on metering is also available on its website. As confirmed by the Consumer Council for Water (CCW), it is common practice within the industry for information from third parties about changes in customers to be accepted in good faith. It had no contact from the customer for 14 years to query why he had not received a bill and as payments were being made it had no reason to query his account or contact him.

Findings

The evidence shows that a bill and an optional metering pack were sent to the customer on 12 May 2004. I accept, on a balance of probability, both the company's and CCW's submissions that it is common practice in the water industry to accept information regarding an account from third parties in good faith. The customer has not provided any explanation as to why he did not alert the company to the fact that he was not receiving his bills. There is no evidence to show that the company has acted contrary to any law or code or charged the customer incorrectly and that the company has failed to provide its services to the standard to be reasonably expected by the average person with regards to bills and the charge basis. However, the company provided a poor level of service when it failed to issue a written response to the customer within

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a reasonable time period in March 2018.

Outcome

The company needs to take the following further action:

I direct that the company pay the customer £40.00 compensation. An authorised representative of the company should also provide the customer with a written apology.

The customer must reply by 4 September 2018 to accept or reject this decision.

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ADJUDICATOR'S DECISION

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Party Details

Customer: []

Company: [].

Case Outline

The customer's complaint is that:

- He has never received a bill from the company. The company has been sending his bills to the estate agent he purchased his property from for the past 14 years – the estate agent vacated its premises 10 years ago. The company had no authority to accept instructions from someone else on his behalf. He discovered this when trying to establish why his three neighbours were on an Assessed Household Charge (AHC), whilst he was being charged based on rateable value.
- He sought recompense from the company for overpayment for the past 14 years. Last year he paid £605.00 more than his neighbours.
- He made a complaint to the company in January 2018, emailed the company on 19 February 2018 chasing for a reply and received an incomplete response on 5 March 2018. In addition, following a telephone call on 28 March 2018, the company promised to put its response in writing but despite chases on 3 April 2018 and 13 April 2018 failed to do so.
- The customer requests that the company acknowledge poor service and offer a gesture of recompense. The customer also requests compensation in the sum of £2,500.00 for stress and inconvenience.

The company's response is that:

- On 12 May 2004 it received a call from the customer advising that he had moved into the property on 4 May 2004. The customer provided his bank details and a Direct Debit payment plan was set up to start from 26 May 2004. A bill and an optional metering pack were sent the

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- same day. Due to time that has passed it is unable to listen to the call in 2004, but the fact that this pack was sent as a result of the phone call would also suggest that metering was discussed.
- On 1 July 2004 it received an email from the estate agents advising that the customer had moved into the property on 4 May 2004 and a mailing address was provided. In good faith, based on the information provided, it added the mailing address to the customer's account.
 - As confirmed by the Consumer Council for Water (CCW), it is common practice within the industry for information from third parties about changes in customers to be accepted in good faith. It cannot possibly double-check each instruction it receives in relation to changes of customer.
 - For the next 14 years it had no contact from the customer to query why he had not received a bill and as payments were being made it had no reason to query his account or contact him.
 - When the customer did then make contact in 2018 it assisted him in applying for a water meter and subsequently when it was found that one could not be fitted, it opened an AHC account for him on the single occupancy tariff.
 - It will not backdate the AHC tariff, as it has been correctly applied from the date of the customer's application for a water meter.
 - Although the customer did not receive a bill for 14 years, he would have received the first bill and the optional metering pack sent on 12 May 2004. Information on metering is also available on its website.
 - It has arranged for a Customer Guarantee Scheme (CGS) payment of £40.00 to be sent to the customer in recognition of its late response to him following its email of 10 March 2018.

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.

If the evidence provided by the parties does not prove both of these issues, the company will not be directed to do anything.

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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. I must remind the parties that adjudication is an evidence-based process where the burden of proof rests on the claimant, in this case the customer, to prove his case on a balance of probability.

Billing

2. Under Section 143 of the Water Industry 1991 Act the company is entitled to make a Charges Scheme, which fixes the charges for any services provided by the undertaker in the course of carrying out its functions.
3. I am satisfied the company's Charges Scheme 2017/2018 supports the company's submission that customers must apply for a meter before they can be considered for the AHC. There is no evidence that the company's 2017/2018 Charges Scheme was not approved by the regulator OFWAT. The customer has not shown that the company's policy to only apply the AHC when an application for a water meter has been made, and it is found that it is not possible to fit a meter, is contrary to any law or code. Further, any question regarding the fairness, or otherwise, of the company's charges falls outside the scope of WATRS and cannot be considered. The company has been billing the customer in accordance with its Charges Scheme. I therefore find no failing in this regard.
4. Excerpts from the company's account notes support the company's submissions that a bill and an optional metering pack were sent to the customer on 12 May 2004. I note the customer's submissions that he has no recollection of receiving these. However, in light of the contemporaneous evidence submitted, and in the absence of any evidence showing otherwise, I am inclined to accept, on a balance of probabilities, the company's submissions that the customer's bill and the optional metering pack was correctly sent. I therefore find that the customer had access to information about applying for a meter at the beginning of his occupancy. I also accept the company's submission that information about metering and charges are on its website.

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5. I am also inclined to accept, on a balance of probability, both the company's and CCW's submissions that it is common practice in the water industry to accept information regarding an account from third parties in good faith, as often customers move without informing companies and the information provided by third parties such as management agents and landlords allows companies to process accounts and generate bills.
6. I am also mindful that the customer did not contact the company for 14 years to query why he was not receiving bills. Customers must bear some responsibility for their accounts. The customer has not provided any explanation as to why he did not alert the company to the fact that he was not receiving his bills. I accept the company's submission that it cannot be expected to know of an issue unless the issue is reported.
7. In view of all of the above, I find there is no evidence to show that the company has acted contrary to any law or code or charged the customer incorrectly and that the company has failed to provide its services to the standard to be reasonably expected by the average person. The company was only obliged to apply the AHC when a meter was requested, and is not obliged to backdate any payments.

Customer service

8. The customer has also raised complaints about the customer service provided by the company following his complaint about the company's charge basis on 31 January 2018.
9. The customer submits that the company provided an incomplete response on 5 March 2018 and, following a telephone call on 28 March 2018, the company promised to put its response in writing but despite chases on 3 April 2018 and 13 April 2018 failed to do so.
10. The company accepts that it did not provide a full response to the customer's initial complaint and on 10 March 2018 advised that it would respond in full by 26 March 2018. The company also acknowledges that it failed to meet this deadline. The company states that it has arranged for a Customer Guarantee Scheme (CGS) payment of £40.00 to be sent to the customer. I am satisfied that this is appropriate and that this sum is sufficient.
11. However, I am satisfied the evidence confirms the customer's submission that on 28 March 2018 the company promised to put its response in writing. The documents show that despite

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chases on 3 April 2018 and 13 April 2018, the company did not issue a written response until 16 April 2018; nearly three weeks later. The company has not shown that this was a fair and reasonable time within which to provide a written response. I therefore find that the company failed to provide its services to the standard to be reasonably expected by the average person in this regard.

Redress

12. In respect of the customer's request that the company offer a gesture of recompense, I have found that there is no evidence to show that the company failed to provide its services to the standard to be reasonably expected by the average person with regards to bills and the charge basis from 2004 to 2018. Consequently, I am not satisfied the company is obliged to offer a gesture of recompense. This aspect of the customer's claim, therefore, does not succeed.
13. In respect of the customer's request for compensation for stress and inconvenience, in light of my finding that the company failed to issue a written response to the customer following the 28 March 2018 call within a reasonable time period, I am satisfied that the customer is entitled to a measure of compensation for the stress and inconvenience caused. However, I find that the sum claimed is disproportionate to the failing shown. Having carefully considered the matter, I consider the sum of £40.00 to be a fair and reasonable level of compensation. No evidence has been submitted to support a higher sum of compensation for the failings shown. I therefore direct that the company pay the customer £40.00 compensation.
14. In respect of the customer's requests that the company acknowledge poor service, in light of my findings above that the company delayed in issuing a written response, I find that that it would be fair and reasonable to direct that an authorised representative of the company provide the customer with a written apology.

Outcome

The company needs to take the following further action:

I direct that the company pay the customer £40.00 compensation. An authorised representative of the company should also provide the customer with a written apology.

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What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 04 September 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.



Uju Obi LLB (Hons) MCI Arb
Adjudicator

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