

# WATRS

## Water Redress Scheme ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1129

Date of Decision: 7 February 2019

### Complaint

The customer is unhappy with the company charging him for surface water drainage. The customer states that the surface water from his property briefly passes through a third-party's land before entering the company's assets. Therefore, he does not believe that he should be liable to pay for surface water drainage charges. The customer therefore wants the company to remove its surface water drainage charges from his bills.

### Defence

The company states that the customer has been correctly charged in accordance with its scheme of charges (which permits it to charge customers for surface water drainage where there is an indirect surface water connection to its drainage assets). Therefore, the company does not accept that it is obliged to provide the customer with the redress claimed.

### Findings

It has not been established that the company failed to provide its services to the standard to be reasonably expected by the average person. The company has demonstrated that, in line with its scheme of charges, it is entitled to charge the customer for surface water drainage.

### Outcome

The company does not need to take any further action.

The customer must reply by 7 March 2019 to accept or reject this decision.

## ADJUDICATOR'S DECISION

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### Party Details

Customer: [ ].

Company: [ ].

### Case Outline

#### **The customer's complaint is that:**

- The customer applied for a surface water drainage rebate from the company as he believed that surface water drained into soakaways.
- The company visited the customer's property to investigate his application and found that there was an indirect connection to its asset via a highway gully. This meant that surface water from the customer's driveway was indirectly connected to the company's drainage asset. Therefore, the company refused to provide the customer with a surface water drainage rebate.
- The company has explained that some minor remedial works need to be completed (to divert the surface water away from the company's asset) before it can provide the customer with a surface water drainage rebate. The company has also stated that it would consider backdating the customer's charges back to the date he moved into the property, provided that he completes the remedial works.
- The customer states that the surface water from his property briefly passes through a third-party's land before entering the company's asset. Therefore, he should not be liable to pay for surface water drainage.
- The customer does not accept that the remedial work (repairing two broken bricks) should be his responsibility.
- The customer is therefore claiming for the company to remove its surface water drainage charges from his bills.

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

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- The company states that the customer moved into his property in 2017. In mid-2018, he enquired about a surface water drainage rebate.
- An investigation was carried out and it was discovered that although the downpipes on the customer's property do drain to soakaways, his drives slopes to the road and water discharged from here indirectly connects to the company's assets on the road. Indirect connections such as this are still liable for surface water drainage charges (this is expressly stated in the company's set scheme of charges).
- The company advised the customer that he could install a drainage system to prevent discharge onto the road. It explained that it does not have a partial connection policy for domestic properties; therefore, if any surface water drains (directly or indirectly) into its assets, the full charge needs to apply (as per its set scheme of charges).
- The company has explained to the customer that if the broken bricks located at the end of his drive were to be repaired this might sever the connection to its assets and the surface water drainage charges could be removed from his account. However, the customer does not think he should have to do this as he does not own the bricks.
- The company does not accept any liability to 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.

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

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?**

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1. The customer believes that because the surface water from his property indirectly drains to the company's asset (briefly passing through a third party's land), he should not be liable for surface water drainage charges. He has complained to the company about this issue but it has confirmed that the customer has been correctly charged in accordance with its scheme of charges. The customer's only claim is for the company to remove the surface water drainage charges from his bills.
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. I note that the company has highlighted section B14 of its scheme of charges which states that the company will charge customers for surface water drainage if there is any direct or indirect surface water connection to its asset from their premises. It is not in dispute that the customer's surface water is indirectly connected to the company's asset (as explained by the customer). Consequently, in light of the circumstances, I am not satisfied that the company charging the customer for surface water drainage in accordance with its set scheme of charges amounts to a failure to provide its services to the standard to be reasonably expected by the average person.
4. In the interests of completeness, I draw attention to the fact that by virtue of section 142 of the Water Industry Act 1991, the company is entitled to set its own scheme of charges and charge its customers in accordance with that scheme of charges. Therefore, I am not satisfied that the company has failed to provide its services to the standard to be reasonably expected by the average person by setting its own scheme of charges and charging the customer accordingly.
5. Furthermore, I must point out that it is entirely beyond the scope of this scheme to examine/review any issues relating to the fairness/appropriateness of the company's set contract terms and/or commercial practices (WATRS Rule 3.5).
6. Having reviewed the communications between the parties in relation to this issue, I am satisfied that the company provided appropriate responses and explanations to the customer and maintained its position that it is correctly charging the customer for surface water drainage (in

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accordance with its set scheme of charges). During the course of its contact with the customer, I note the company conducted a thorough investigation to review the customer's concerns and also advised him that, if the broken bricks located at the end of his drive were to be repaired, this might sever the connection to its assets and the surface water drainage charges could be removed from his account. In light of all the above, I do not find that the company's actions amount to a failure to provide its services to the standard to be reasonably expected by the average person.

7. Following a full review of all the evidence available to me, I am not satisfied that the company's actions amount to a failure to provide its services to the standard to be reasonably expected by the average person. Consequently, in the absence of any substantiated failures on the part of the company, I am unable to uphold the customer's claim for redress.

#### 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 7 March 2019 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), MCI Arb.

**Adjudicator**

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