

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1203

Date of Decision: 28 February 2019

Complaint

The customer states that she purchased her property in May 2017 and moved into it in August 2017. She then left the property in November 2017 and it was rented out to a tenant in February 2018. The company has charged her for water and sewerage services used whilst the property was under her responsibility (up to the property being rented out to a tenant in February 2018). However, the customer believes that the charges are too high and cannot be correct. Furthermore, the customer highlights that she was still receiving bills from the company between March and August 2018. The company has advised the customer that she still owes outstanding charges. However, the customer disputes this. Consequently, the customer is seeking an apology from the company and for it to remove any overcharging and refund any overpaid amounts.

Defence

The company acknowledges that the customer purchased her property in May 2017 and moved into it in August 2017. Accordingly, an actual water meter reading was taken in July 2017 and an account was set up for the customer in August 2017. In January 2018, another actual water reading was taken. Therefore, using the actual water meter readings a bill was generated for the customer's service usage (this amounted to over £1300.00 of charges). The company was then notified by the customer's letting agent that the property would be rented out from 1 February 2018; therefore, it closed the customer's account on 30 January 2018. An estimated final read was then generated (based on previous usage) as no final read was provided by the customer. The customer's outstanding balance was then spread across monthly direct debit payments. The company is entirely confident that the customer's charges are correct and payable. There is no actual evidence to the contrary. It explains that the customer was receiving bills after February 2018 in order to cover the outstanding balance still left unpaid on her account. The company states that, in light of all the above, it does not accept any liability for the customer's claims for redress.

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Findings

Under the circumstances, I am not satisfied that the company has charged the customer incorrectly. Accordingly, I do not find that that the company has failed to provide its services to the standard to be reasonably expected by the average person. Consequently, in the absence of any failures on the part of the company, I do not uphold the customer's claims for redress.

Outcome

The company does not need to take any further action.

The customer must reply by 28 March 2019 to accept or reject this decision.

ADJUDICATOR'S DECISION

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- It acknowledges that the customer purchased her property in May 2017 and moved into it in August 2017.
- An actual water meter reading was taken in July 2017 and an account was set up for the customer in August 2017.
- In January 2018, another actual water reading was taken. Therefore, using the actual water meter readings a bill was generated for the customer's service usage (this amounted to over £1300.00 of charges).
- The company was notified by the customer's letting agent that the property would be rented out from 1 February 2018; therefore, it closed the customer's account on 30 January 2018. An estimated final read was generated (based on previous usage) as no final read was provided by the customer.
- The customer's outstanding balance was then spread across monthly direct debit payments.
- The company is entirely confident that the customer's charges are correct and payable. There is no actual evidence to the contrary.
- It explains that the customer was receiving bills after February 2018 in order to cover the outstanding balance still left unpaid on her account.
- The company states that, in light of all the above, it does not accept liability for the customer's claim for redress.

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.

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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. The customer's complaint is that she believes the company has incorrectly charged her. She has complained to the company about this issue; however, it has always maintained the position that the customer has been correctly charged. The customer referred her complaint to CCWater (Consumer Council for Water) who, after investigation, ultimately concluded that it had no grounds to challenge the company further. The customer is not satisfied with this outcome and is now claiming an apology from the company and for it to remove any overcharging and refund any overpaid amounts.
2. I draw attention to the fact 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 within the papers submitted by the customer, she appears to highlight complaints arising out of the CCWater resolution process. I must draw attention to the fact that it is beyond the remit of this scheme to conduct an examination of events transpiring in connection with the CCWater resolution process (WATRS rule 3.5). Accordingly, I am unable to address these issues any further.
4. At this stage, I believe that it may also be important to highlight that my powers as a WATRS adjudicator are limited (as detailed in the scheme rules). Specifically, I should make it clear that it is beyond my remit to commission any new independent investigations into the accuracy of the water usage as recorded by the customer's water meter. However, I am able to examine the evidence provided to me by the respective parties and determine whether the company has failed to provide its services to the customer to the standard to be reasonably expected by the average person. I will proceed accordingly.
5. Upon review of all the evidence provided, I note that I have been provided with the customer's water meter readings from which her disputed charges have been calculated. Whilst I

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acknowledge and appreciate the customer's belief that these readings do not provide an accurate reflection of the water usage at her property, I find no objective grounds to challenge their accuracy. In this regard, I am mindful that the evidence also shows that there is a consistency in the average water usage recorded at the property for the periods before and after the customer was in charge of the property. I also note that the company conducted a full investigation in response to the customer's concerns that ultimately confirmed that the meter served only the customer's property, that there were no leaks at the property and that the meter was correctly measuring direct usage only and was not moving when the water mains were turned off. Accordingly, on balance, I am inclined to accept that the water meter at the property is accurately recording water usage at the property.

6. I note that the customer has highlighted that, whilst the property was under her responsibility, there were periods where she was not in occupation of the property. It may be helpful if I explain that the customer remains liable for any water usage at her property (such as water used by builders/decorators/authorised persons entering the property) whilst it is under her responsibility, even if she is not in actual occupation of the property.
7. I acknowledge the customer has complained about the fact that the company had to estimate her final water meter reading (based on previous usage) because no actual final reading had been provided on 30 January 2018 (when she vacated the property). I note that I have been provided with a copy of the company's scheme of charges that expressly state that it is entitled to use estimated meter charges to charge its customers. Accordingly, I am unable to conclude that the company has failed to provide its services to the standard to be reasonable expected by the average person in this instance.
8. 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. 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).

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9. I note the customer has highlighted that she was still receiving bills from the company between March and August of 2018 (after she had already moved out from the property). Based on the submissions provided, I acknowledge that the customer continued to receive bills from the company after she vacated the property in order to clear the outstanding balance on her account which had not yet been discharged (covering the period when she was responsible for the property). Under the circumstances, I am satisfied that the company's actions in this regard were fair and reasonable.

10. Consequently, in light of all the above, I am not satisfied that there are any failures on the part of the company at this time. Therefore, in the absence of any failures on the part of the company, I do not uphold the customer's claims for redress.

11. This concludes the WATRS stage of the customer's complaint. I remind the parties that the customer is not obliged to accept this decision.

Outcome

The company does not need to take any further action.

What happens next?

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- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 28 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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