

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1252

Date of Decision: 15 April 2019

#### Complaint

The customer states that their business location is part of a larger property complex with water service facilities. However, the business itself does not have any water service facilities within its business location. The company has explained to the customer that the larger property complex's water services are charged by rateable value (RV) and all the businesses located within the property complex are jointly liable for the charges. The customer insists that their business and employee do not use any of the water services provided to the larger property complex. Therefore, the customer disputes that they should be liable for any charges and have complained to the company. The company has referred the issue to the wholesaler. However, the wholesaler's final position is that the customer is correctly and jointly liable for the water services provided to the larger property complex. The customer is unhappy with the wholesaler's position and also expresses dissatisfaction with the customer service they have received in connection with this issue. The customer is therefore claiming for the disputed water service charges to be removed.

#### Defence

The company explains that the water wholesaler's position is that it has correctly charged the customer in line with its set policy. The wholesaler does not accept that it should remove the customer's water service charges. The company has challenged the wholesaler's position on behalf of the customer (in its capacity as the customer's water retailer) but the wholesaler has advised that it will not depart from its decision and therefore rejects the customer's claim. The company accepts that, on several occasions, it failed to respond to the customer within its standard response times. Accordingly, it appropriately credited the customer's account with a total of £85.00 as a GSS (Guaranteed Standards Scheme) payment. The company states that, in light of the above, it does not accept any further liability for the customer's claims for redress.

*This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.*

### Findings

The company has demonstrated that it appropriately carried out its obligations in its capacity as the customer's water retailer and took appropriate remedial action in response to its customer service oversights. Consequently, in the absence of any unresolved material failures on the part of the company, I find that the customer's claims for redress cannot succeed.

### Outcome

The company does not need to take any further action. The customer is not obliged to accept this decision and is free to pursue resolution through all other avenues as available to them.

The customer must reply by 15 May 2019 to accept or reject this decision.

*This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.*

# ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /1252

Date of Decision: 15 April 2019

## Party Details

Customer: [ ].

Company: [ ].

## Case Outline

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

- The customer explains that their business location is part of a larger property complex with water service facilities. However, the business itself does not have any water service facilities within its business location.
- The company has explained to the customer that the larger property complex's water services are charged by rateable value and the businesses located within the property complex are jointly liable for the charges.
- The customer insists that their business and employee do not use any of the water services provided to the larger property complex. Therefore, the customer disputes that they should be liable for any charges and have complained to the company.
- The company has referred the issue to the wholesaler. However, the wholesaler's final position is that the customer is correctly and jointly liable for the water services provided to the larger property complex.
- The customer is unhappy with the wholesaler's position and also expresses dissatisfaction with the customer service they have received in connection with this issue.
- The customer is therefore claiming for the disputed water service charges to be removed.

*This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.*

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

- The company does not accept liability to provide the redress claimed by the customer.
- The company confirms that there has been an ongoing issue with the customer regarding liability for water service charges. The customer's position is that they do not use water in their own business location therefore they should not be liable for any of the larger property complex's water service charges.
- The company has pursued the wholesaler on behalf of the customer. However, its final position is that the customer is being correctly charged on RV for beneficial use of water. The company has challenged the wholesaler on this point but it has concluded that its decision is in line with its set policy.
- The company states that it has appropriately fulfilled its obligations as a water retailer to refer this matter to the wholesaler and challenge its position on behalf of the customer.
- However, the company accepts that there were several occasions on which it failed to respond to the customer within its standard response times. Accordingly, it appropriately credited the customer's account with a total of £85.00 as a GSS (Guaranteed Standards Scheme) payment.
- The company does not accept any further liability for the customer's claims 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.

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.

***This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.***

## How was this decision reached?

1. It is evident the customer's complaint is that the water wholesaler has refused to reconsider its decision that the customer is liable for the water service charges in dispute. The wholesaler has explained that the customer's claim was rejected because it has made its decision in accordance with its set policy. The customer is unhappy with this position. The customer also indicates that the company's customer service provision has been unsatisfactory. The customer is therefore claiming for the disputed water service charges to be removed.
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 acknowledge that the basis of the customer's main complaint is that they are unhappy with the wholesaler's refusal to depart from its final decision that the customer is liable for the water charges in dispute. In order to make a decision in this matter, I must clearly distinguish between actions taken by the wholesaler and the duty owed by the retailer (the company) to its customers. Since the water market in England opened up to retailers in April 2017, all non-household customers 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, an adjudicator operating under the Water Redress Scheme may only make findings related to those things for which the retailer, as the party to the case, has responsibility, and not those things for which the wholesaler has responsibility. This includes, however, the effectiveness with which the retailer has operated as an intermediary between the wholesaler and the customer.
4. Whilst I am unable to consider the customer's substantive complaint about the wholesaler's decision to reject their claim, I can look at whether the service provided by the company (RST Water) has met the standard to be reasonably expected (of a water retailer) by the average person.
5. Following careful review of all the submissions and documents provided by the respective parties, overall, I am satisfied that the company has met its obligations to the customer as a water retailer. Specifically, I note that the company pursued the wholesaler on the customer's behalf and appropriately conveyed their challenge to its rejection of their claim.

*This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.*

6. The wholesaler ultimately declined to depart from its set position, explained how it reached its decision and upheld the rejection of the customer's claim. The company then conveyed the wholesaler's position to the customer. Accordingly, under the circumstances, I am satisfied that the company acted appropriately to pursue the wholesaler in relation to the customer's complaint and appropriately explained its position to the customer.
7. I note that the company has accepted oversights on its part in relation to providing delayed responses to the customer. Specifically, the company highlights several occasions on which it provided responses to the customer outside of its standard response times. However, under the circumstances, I am satisfied that the company's provision of a total of £85.00 as a GSS payment (in recognition of its oversights) was fair and reasonable. Accordingly, I am satisfied that this issue has already been appropriately addressed by the company. I do not find any evidence of any further material oversights on the part of the company.
8. Therefore, in light of all the above, I am not satisfied that there are any unresolved material failures on the part of the company to provide its services to the standard to be reasonably expected by the average person. Consequently, in the absence of any unresolved failures on the part of the company, I find that I am unable to uphold the customer's claim for redress.
9. This marks the end of the WATRS stage of the customer's complaint. The customer is not obliged to accept this decision and is free to pursue resolution through all other avenues as available to them.

#### **Outcome**

The company does not need to take any further action.

*This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.*

## **What happens next?**

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 15 May 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**

*This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.*