

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1257

Date of Decision: 15 March 2019

Complaint

The customer submits the company failed to inform him there was a leak on private pipework, causing him to incur high charges. He also says it provided poor customer service. The customer claims for the company to waive the outstanding bill of approximately £15,000.00 and pay him £1,500.00 for poor customer service and distress.

Defence

The company denies the customer's claim. It asserts the wholesaler informed the customer of the leak and he failed to fix it, therefore he is not entitled to a leakage allowance. It has applied a credit of £100.00 to the customer's account in view of identified service failings.

Findings

The company is not obliged to offer the customer a leakage allowance and it does not have to waive the outstanding bill. However, the company failed to provide its customer services to the standard to be reasonably expected.

Outcome

The company needs to take the following further action: The company must pay the customer compensation in the sum of £150.00.

The customer must reply by 12 April 2019 to accept or reject this decision.

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- In May 2016 the wholesaler told the customer to fit an internal stop tap so it could check for a leak.
- The wholesaler fitted a new water meter in September 2016; told the customer there was a leak on the private pipe work; and that the stop tap needed repair.
- On 20 March 2017 the customer suggested the meter was faulty and the wholesaler planned to check the supply.
- On 1 April 2017 the company took over the customer's account. On 18 April 2017 the customer said he was vacating the property on 24 April 2017.
- On 19 April 2017 the wholesaler told the company it needed to arrange a supply check. The company then tried to contact the new tenants to arrange this.
- The customer complained on 6 July 2017. The company accepts it did not provide a written response to this complaint but explains it was awaiting information from the customer. The customer complained again on 6 December 2017. The company accepts it did not provide a written response to this complaint. The leak was repaired by the new tenants on 3 July 2018.
- It acknowledges it sent a leakage allowance claim form to the customer in error, that it took the customer's account off hold twice in error, and that he had long call wait times. It has given the customer a credit of £100.00 in view of this.
- It denies the customer's claim.

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.

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How was this decision reached?

1. 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.
2. In light of the above it should be clear that I cannot comment upon or make any findings in relation to the actions of the wholesaler. I can only review the actions of the company, which took over the customer's account from 1 April 2017.
3. The customer has not set out specific allegations of poor customer service in his claim. However, in the interests of fairness, I have reviewed the evidence available and considered whether or not the company provided its services to the standard to be reasonably expected. I have reached my findings on the balance of probabilities, taking into account both the company's records and the evidence within the CCWater documents.
4. On 26 April 2017, the customer emailed the company to state the outstanding bill was excessive and clearly due to a fault. He said he had raised this with the wholesaler over a year ago and it had not been resolved. He asked the company to look into this. The company emailed the customer and asked for two contact numbers so it could arrange a supply check. There is no evidence to show the customer responded to this email.
5. On 6 July 2017 the customer emailed the company to complain the matter was ongoing and provided a contact number. The company called the customer and explained it would find the current account on its system and contact the current tenants to arrange a supply check. It told him that if there was a leak he could claim a leakage allowance.
6. The customer contacted the company for an update in September 2017. The company's records show there had been no action on the account since June 2017. I find there is no reasonable

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explanation for any delay since the last contact on 6 July 2017. I do not accept the company was awaiting information from the customer from that date, at this is not supported by its records. I therefore find the company failed to provide its services to the standard one would reasonably expect in this respect.

7. The company then wrote to the new tenants to ask them to carry out a leak test. It also sent a leakage allowance claim form to the customer. The company accepts it sent the claim form in error, as it was not yet clear the customer could claim a leakage allowance. I note the company has since applied a credit to the customer's account in recognition of this error. I consider it acted reasonably in doing so and make no further comment or direction.
8. The customer contacted the company to explain he could not complete the claim form until or unless it confirmed there was a leak at the property. The company then informed the customer it was liaising with the current tenants regarding the leak. I accept the company was unable to progress its investigation until the current tenants had confirmed a leak and repaired it if necessary.
9. On 6 December 2017 the customer complained he had not received a response to his complaint of 6 July 2017; the company had continued to chase him for payment despite the ongoing investigation; and he had spent a long time on hold trying to call the company. I find the company addressed the complaint of 6 July 2017 by phone. However, the company accepts it chased the customer for payment in error and that the customer experienced long call wait times. I note the company has since applied a credit to the customer's account as a result. I consider it acted reasonably in doing so and, as above, make no further comment or direction.
10. The company called the customer to update him that the new tenants were due to repair the leak and once this was done it would send him the form to claim a leakage allowance. I note the company did not send a written complaint response; however, I find it responded satisfactorily by phone.
11. In July 2018 the new tenants told the company they had repaired the leak. However, there is no evidence the company updated the customer or sent him a leakage allowance form at that time. I consider the company failed to provide its services to the standard to be reasonably expected in this regard. In August 2018 the customer contacted the company again and it then sent him the leakage allowance claim form.

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12. In correspondence with CCWater the company accepts it failed to respond to the customer's leakage allowance claim form and it made a £20.00 GSS payment for this. I consider it acted reasonably in doing so and so make no further award in relation to this.
13. The customer has evidenced he sent the company an email in September 2018 chasing a response, and the company failed to reply. I find the company failed to provide its services to the standard to be reasonably expected in this regard.
14. The company denies the customer is entitled to a leakage allowance. It explains the wholesaler's engineer informed the customer of a leak on the private pipework in September 2016. It asserts the customer was therefore aware of the leak but failed to fix it. It explains it would only provide a leakage allowance if a leak was fixed within two weeks of detection, in accordance with the wholesaler's scheme of charges.
15. Although the customer disputes he was aware of the leak, I find the company has evidence showing otherwise. I also find there is insufficient evidence to prove the company agreed to recalculate the customer's bills, other than by way of a leakage allowance, if it found him eligible for such. I therefore find no failing by the company in respect of the charges applied to the customer's account. Accordingly, the customer's claim for the company to waive the outstanding balance is unable to succeed.
16. In relation to the customer's claim for compensation for poor customer service and distress, I remind the parties that I can only consider a remedy for any failings by the company and I cannot consider anything that occurred before 1 April 2017. I find the customer's claim is disproportionate to those failings that can be attributed to the company. While I acknowledge the complaint with the company has been ongoing for a long time, I find this was mainly due to the delay in action to repair the leak and was through no fault of the company. As set out above, I have found the company delayed in taking action to investigate the customer's complaint; failed to update the customer in July 2018 and failed to respond to his email in September 2018. In consideration of these failings, I find it fair and reasonable to direct that the company pay the customer compensation in the sum of £150.00 for stress and inconvenience.
17. As part of the CCwater investigation, the company looked back at previous occupier records and found the wholesaler had identified a leak at a much earlier date. However, I find this relates to a

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period before the company took over the account. I therefore make no comment or findings in relation to this.

Outcome

The company needs to take the following further action:

The company must pay the customer compensation in the sum of £150.00.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 12 April 2019 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.



Justine Mensa-Bonsu, LLB (Hons), PGDL (BVC)

Adjudicator

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