

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1360

Date of Decision: 15 April 2019

#### Complaint

The customer indicates that he is unhappy with the services provided by CCWater (Consumer Council for Water) and the company. Furthermore, the customer feels that the company is lying to him to cover up its mistakes. Therefore, the customer's only claim is for the company to make sure that his billing and allowances are *"correct and true and that there has been no cover up"*.

#### Defence

The company fully accepts that there have been various issues at each of the customer's addresses. However, as shown in the evidence provided, when a problem has been identified, the company has put things right and made sure that the customer has never been made worse off. The company therefore states that it has already taken appropriate remedial action in response to the various issues raised and does not accept any further liability for the customer's claims for redress.

#### Findings

I am satisfied that the company has appropriately accepted oversights on its part and taken fair and reasonable remedial action in response to the issues raised. I do not find 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.

#### Outcome

The company does not need to take any further action.

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

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# ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /1360

Date of Decision: 15 April 2019

## Party Details

Customers: [ ]

Company: [ ].

## Case Outline

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

- The explanation of the customer's complaint as detailed in his WATRS application (section 5.2) states, "*Start of legal action (1 Green Street) Allowance seems to be wrong water meter fitted wrong (7 Red Road)*".
- However, based on the documents he has provided, it appears that the customer's dispute relates to his dissatisfaction with CCWater and the company's services.
- The customer indicates that, in 2007, the company failed to correctly install a water meter at his property. He also states that he is unsure how the company has calculated the various allowances it has provided to him. However, he feels that the company is lying to him to cover up its mistakes.
- The customer feels that the company has confused the issues and made his mental health issues worse. Therefore, the customer's only claim is for the company to make sure that his billing and allowances are "*correct and true and that there has been no cover up*".

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

- The customer moved into his Red Road property in 2003. In 2007, the company installed a water meter at the property following a request from the customer. The customer had difficulties paying his water charges and therefore he was given an extended payment plan. In 2012, the customer received a Trust Fund grant of £2065.38, which left his account in credit by £131.84.
- The customer continued to pay his bills but arrears built up again over time. In 2014, a Network Inspector attended the property and found that the customer's meter was also connected to his neighbour's supply. Therefore, the customer had also been paying for the water usage at his neighbour's property.
- The company explains that in a situation like this, the meter is re-sited to a position where it only captures the customer's usage and their charges are recalculated based on new readings taken from the meter. The company confirms that it re-sited the customer's water meter and asked him how many occupiers were living in the property (so that it could work out much he had been overcharged and apply the correct allowance). This information was required because there was no usage on the new meter before the customer moved away from this property.
- The company confirms that it calculated an allowance of £2204.37 from 2007 (when the original meter was installed) to 2014 (when the new meter was installed). The company explains that an allowance is offset against any balance on an account and it is only the volumetric charges that are recalculated (standing charges remain the same).
- The company states that the customer had moved properties by the time the allowance was applied to his account and, by this time, the customer's new account at his new property (Green Street) also had an additional outstanding balance.
- The company confirms that it eventually refunded the customer £1216.35 on 4 June 2015. The company explains that it did not deduct any of the Trust Fund Grant that was previously credited to the customer. It also provided the customer with a further cheque for £50.00 for its incorrect meter fitting.
- The company explains that the customer moved to his Green Street property in May 2015. The property was being billed on assessed charges but the company installed a water meter in the property in April 2017 (at the customer's request) and, as a gesture of goodwill, it recalculated his bills based to metered charges from the date he moved into this property. This resulted in an allowance of £398.27 being applied to the account. The customer therefore ended up with a refund of £264.46.
- The customer paid £10.00 per month for his bills (although he was aware that this would not fully cover his charges). In 2018, the customer contacted the company and stated that he

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thought he had made more payments than detailed on his account (he also states that he had been paying £10.00 to a collection agency). The company states that it was unable to trace these payments in relation to his Red Road or Green Street properties. Accordingly, it requested some receipts to investigate further.

- The company states that subsequently, it found that the customer had also been paying for an account in Blue Lane, [ ] (via an agency, [ ] Financial Services). This related to an allotment with a standpipe.
- In 2007, the customer contacted the company to advise that his allotment only had a standpipe. Therefore, the company amended his tariff to volumetric water and standing charge only.
- When the customer advised the company that he was no longer responsible for the allotment, an outstanding balance remained on his account.
- As the customer had continued to pay the agency (even though he was no longer responsible for the allotment) the company transferred payments totalling £430.00 to his account for his current address. This resulted in a refund of £322.55 being applied to his account in October 2018.
- Around this time, the customer also submitted a claim for a reduction in his sewerage charges at his current Green Street address. The company states that, following investigation, it was confirmed that the customer's surface water does not drain to the public sewer. Therefore, the customer's claim was successful and the company recalculated his bill from the date that the water meter was fitted. This resulted in his bill being reduced by £115.26. Additionally, the company confirms that it also applied an allowance of £114.78 to the customer's account for the period when his account was billed on an assessed charge. A refund of £230.04 was therefore sent to the customer in November 2018.
- The company confirms that the customer's account is now in credit by £14.00.
- The company recognises that there have been billing issues at each of the customer's addresses. However, it confirms that when a problem has been identified, it has put things right and made sure that the customer has never been made worse off.
- The company states that, to date, it has provided the customer with a Trust Fund Grant of £2065.38, applied allowances totalling £2033.40 and provided a total of £300.00 in compensation for customer service failings. The company also states that it has recalculated charges based on the average consumption for one occupier and it did not use the consumption at his current address, as this would not have been a true reflection of his previous usage.
- The company highlights that how it has calculated the allowance has no bearing on the type of property that the customer lives in (as he has previously suggested). The company explains that

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it works out what the customer would have paid if his consumption had been 0.14 cubic metres per day and then it deducts this from the amount of water he had been charged for. Then the difference between the two figures is applied as an allowance (this is then offset against any balance on the account).

- The company also states that in order to prevent any further arrears from building up, and as a gesture of goodwill, it recalculated the customer's charges from the date he moved into his current address (May 2015), based on water and wastewater volumetric charges, rather than when it fitted the water meter in May 2017.
- Additionally, the company has registered the customer for Priority Services as it understands that he suffers with his mental health conditions. It has also provided him with details of its payment assistance schemes.
- In light of all the above, the company accepts that there have been times when its levels of service fell below what it would expect and that mistakes have been made. However, its remedial actions demonstrate that it has already taken steps to put things right and has paid appropriate compensation for its service failings. Therefore, it does not accept any further 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.

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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The WATRS Scheme Rules provide detailed information on the process of adjudication, including the timing of the various stages. It is important for the smooth running of the scheme and fairness to all that time limits are respected and submissions made in good time to allow them to be properly considered as a part of the process. Furthermore, I must also draw attention to the fact that in accordance with the scheme rules, new complaints and evidence cannot be raised at the comments stage. Accordingly, I must disregard any new complaints and/or evidence introduced at the comments stage and will proceed accordingly.

### How was this decision reached?

1. It appears that the core of this dispute lies with the customer's singular redress claim for the company to make sure that his billing and allowances are *"correct and true and that there has been no cover up"*.
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 by the average person.
3. I note that the customer has raised complaints about the service provided by CCWater. I draw attention to the fact that, in accordance with Rule 3.5 of this scheme, I am unable to address or examine any complaints relating to CCWater's service provision.
4. In addition to the above, it appears evident from the papers that the customer raises allegations of the company fraudulently covering up its mistakes. I must highlight that it is entirely beyond the scope of this scheme to investigate allegations of any fraudulent activity (WATRS rule 3.5).
5. Furthermore, I must make it clear that I am not a forensic accountant/water finance expert (and therefore have not conducted a forensic analysis of the accounts) and I do not have the power to commission any new investigations regarding the customer's water service charges. Nor do I have the power to challenge and/or amend the company's set business policies/practices. I am only able to review the evidence available and determine whether the company has provided its services to the standard to be reasonably expected by the average person. I will proceed accordingly.

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6. I note the customer appears to allege that the company has refused to accept liability for the service issues he has experienced at each of his various addresses. However, upon review of all the evidence provided, I am only able to conclude that the company has expressly accepted there have been various mistakes in connection with the customer's services (at each of his addresses). Furthermore, I find that the company has provided a significantly detailed account of the various issues/mistakes made in relation to the customer's services and has provided an equally detailed explanation of the remedial actions it has taken in order to resolve these issues. Under the circumstances, given the amount of detail provided by the company (supported by a catalogue of evidence such as bills, correspondence, billing amendments and its applicable scheme of charges), on balance, I am inclined to accept that the customer's billing and allowances are now correct and that the company has taken fair and reasonable action to rectify all of its service mistakes. Furthermore, I am satisfied that the company has been appropriately forthright regarding the mistakes on its part. I note that this finding is also consistent with the final outcome of CCWater's investigation into the customer's complaint where it concluded that the company had now appropriately addressed all of its mistakes.
7. Consequently, following careful review of all the submissions provided, I am not satisfied that there are any unresolved failures on the part of the company at this time and I find that the customer's singular claim for the company to make sure that his billing and allowances are *"correct and true and that there has been no cover up"* has already been met by the company.
8. 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 their complaint through all other resolution avenues as available to them.

**Outcome**

The company does not need to take any further action.

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## **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), MCIArb.

**Adjudicator**

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