

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1384

Date of Decision: 20 June 2019

Complaint

On 30 October 2018 the customer informed the company that he had moved out of the marital home on 1 October 2017 and asked for his name to be removed from the water and sewerage account for the property. The company stated that it could not simply remove his name from the account, but the account was closed from the date the customer left the property. The company informed the customer that after a payment of £217.55 for charges up to 1 October 2017 had been deducted from the account, he was entitled to a refund of £461.50. The customer asked for the refund to be paid into his bank account and the company made the payment. The company subsequently received evidence to demonstrate that the credit on the account comprised of payments made by the customer's former wife after the 1 October 2017. The company recharged the joint account in the amount of £679.05, comprising of £217.55 for the amount deducted to satisfy the final bill, and £461.50 for the amount refunded. The customer wants the company to remove these charges on the basis that he was told he was entitled to the refund.

Defence

During a telephone call on 30 October 2018 the customer informed the company that he had moved out of the marital home on 1 October 2017 and he wanted his name removed from the account. The company followed procedure and closed the joint account from the date the customer moved out of the marital home. The company informed the customer that the account was in credit but the customer failed to disclose that he had not made payments on the account since 3 May 2017. The customer claimed and received the refund of payments in the amount of £461.50. However, the company subsequently received evidence to demonstrate that the customer's former wife had paid all the bills since the customer moved out of the property and, in accordance with policy, it credited her new account with these payments. The company recharged the customer's account and refuses to remove the charges on the basis that they are correct and payable.

The company has not made an offer of settlement.

Findings

The company closed the joint account with effect from 1 October 2017 and has provided evidence to demonstrate that the account was up to date, neither in credit or debit, on this date. All bills sent to the property after 1 October 2017 have been paid by the customer's former wife and, when the joint account was

closed on 30 October 2018, this resulted in a credit of £679.05 on the account. The company did not ask the customer whether he had made any payments after he had moved out of the property and the customer did not disclose this information. The credit on the account was applied to the final bill of £217.55 and the customer was refunded the balance of £461.50. In view of the information the company had at the time the refund was agreed, I do not find that the company breached its policy by refunding the customer. However, the evidence demonstrates that the credit should not have been applied to the final bill and the customer was not entitled to the refund. I therefore find that the company was entitled to recharge the customer's account and, on the balance of probabilities, I do not find that the company has failed to provide its service to the standard reasonably expected by the average customer by failing to remove the charges.

Outcome

The company does not need to take any further action.

The customer must reply by 18 July 2019 to accept or reject this decision.

ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /1384

Date of Decision: 20 June 2019

Party Details

Customer: []

Company: [].

Case Outline

The customer's complaint is that:

- He previously occupied the property known as [] ("the Property") with his former wife, Mrs Brown. He and Mrs Brown were both named on the water and sewerage account for the property.
- On 30 October 2018 he informed the company that he had moved out of the Property on 1 October 2017, but Mrs Brown remained in occupation. He asked for his name to be removed from the account.
- The company stated that it could not remove his name from the account but, instead, the account would be closed as of 1 October 2017 based on an estimated reading. He was informed that Mrs Brown would have to open a new water and sewerage account for the Property in her own name.
- The company informed him that the final bill in the amount of £217.55, for the period 3 May 2017 to 1 October 2017, would be deducted from the account credit of £679.05. He was told that he was entitled to a refund of the remaining £461.50 and this would be sent to the Property in the form of a credit note.
- He called the company on 8 November 2018 and asked for the refund to be paid into his bank account. The company took his account details and made the payment.
- The company contacted Mrs Brown to inform her that she was liable for the water and sewerage charges for the Property in her sole name from 1 October 2017. She provided evidence to show that she had made all payments on the account from 3 May 2017 and the payments refunded to the customer had been paid by her.

- The company then credited Mrs Brown's new account and applied charges to the closed account in the amount of £679.05, comprising of £461.50 for the amount the company refunded him and £217.55 for the final bill.
- He wants the company to remove the charges from the account on the basis that he was told he was entitled to the refund and relied on the information he was given by the company.

The company's response is that:

- The customer and his wife, Mrs Brown, moved into the Property on 3 November 2015. As the Property has a metered water supply, bills were raised every six months. The customer left the Property on 1 October 2017 but did not inform the company at that time. On 1 October 2017 the account was up to date, in neither credit nor arrears.
- On 30 October 2018 the customer called to advise that he had left the property on 1 October 2017 and wanted his name removed from the account. The agent who took the call explained that under its policy guidelines, and having not taken any instructions from Mrs Brown who would remain solely responsible for the payment of the water bills going forward, it would have to close the joint account as of the date the customer left the property. This would ensure Mrs Brown would become solely responsible for the bills from the correct date and the customer's responsibility would also end on the correct date.
- As the agent closed the account, he told the customer that there would be a credit of £461.50 on the joint account and he would receive a statement confirming this by 7 November 2018. The customer asked that the closing credit statement be sent to the Property, but did not query the credit or state that he had not made payments after he had left the property.
- On 8 November 2018, the customer called and asked the company to pay the credit of £461.50 into his bank account. Its agent took all the relevant bank details and the payment was made.
- Mrs Brown telephoned when she received the credit statement advising that the account had been closed. She explained that all bills sent to the Property after the date the customer moved out had been paid by her, so she needed her payments to be transferred to her new account to pay the transferred bills. Mrs Brown sent proof of the payments she had made and these matched the bills sent after 1 October 2017. Consequently, it reimbursed Mrs Brown's new account with the amount the joint account had been in credit on 30 October 2018.

- It asked the customer to return the refunded amount and raised a bill for it. On 11 January 2019 the customer set up a payment plan to pay £10.00 per month for twelve months and agreed to pay the remaining balance in full thereafter.
- On 16 January 2019 it telephoned the customer and gave him a full breakdown of the balance due and offered a further case review. Following the case review, it wrote to the customer on 25 January 2019 and confirmed that the money remained payable.
- The customer did not make payments as agreed and, therefore, on 13 March 2019 it sent the customer a bill advising that the payment plan had been cancelled and the customer was asked to pay the full outstanding balance.
- Following receipt of the pre-investigation letter from CCWater on 13 March 2019, it again offered a payment plan to the customer and put his account on hold for three weeks while he considered it. It also provided information to the customer by sending him a booklet entitled “How to get help paying your bill”, however, the customer did not accept the payment plan and made no payments.
- It has not removed the charges of £679.05 from the customer’s account as the charges are correct and payable.

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.

How was this decision reached?

1. Having reviewed the evidence, I find that that both the customer and Mrs. Brown were named on the account for water and sewerage services provided to the Property by the company up until 30 October 2018, when the customer telephoned the company to inform it that he had moved out of the Property on 1 October 2017.
2. I have listened to the recording of the telephone conversation of 30 October 2018 and find that the company's agent explained that the company could not simply remove the customer's name from the account but, instead, the account would be closed as of 1 October 2017, the date the customer moved out of the property. The customer was informed that Mrs. Brown would be contacted and advised to set up a new account in her sole name for the water and sewerage services supplied to the Property after 1 October 2017.
3. Having considered the information provided to the customer during the telephone call, I find that the company provided sufficient information regarding the procedure for changing the account and I find no failing on the company's behalf in this regard.
4. The customer was informed that the estimated final bill would be deducted from the credit that had built up on the account and that the remaining credit of approximately £461.62 would be sent to the Property in the form of a credit note.
5. The customer telephoned the company on 8 November 2018 and, having listened to the recording of the conversation, I accept that the customer asked for the refund to be paid into his bank account and said "Do it in my name, it doesn't matter." The company took the customer's bank details and arranged a bank transfer.
6. I have reviewed the account information provided by the company and accept the company's assertion that on 1 October 2017 the account was up to date and it was neither in credit or arrears, although the period from 3 May 2017 to 1 October 2017 had not been billed for. I also accept that Mrs. Brown provided the company with evidence to demonstrate that all bills addressed to the Property after 3 May 2017 were paid by her, not the customer, and a credit of £679.05 had built up on the account as a result of these payments.

7. In view of the above, I find that the final bill, for which the customer was liable, should not have been paid using the account credit that Mrs Brown built up after the closing date of the joint account. It also follows that the customer was not entitled to a refund of the balance.
8. Having listened to the recordings of the telephone conversations provided in evidence by the company, I accept that the customer was not directly asked whether he made any payments on the account after he moved out of the property on 1 October 2017. I also note that the customer failed to disclose this relevant information to the company and did not query his entitlement to the refund.
9. Based on the information provided to the company at the time the account was closed, I find no evidence to suggest that the company deviated from policy by refunding the customer the account credit. In view of this, and on the balance of probabilities, I do not find that the company failed to provide its service to the standard the customer was reasonably entitled to expect by assuming that the customer was entitled to the refund of payments made on the joint account since 3 May 2017.
10. However, in view of the information the company received after the refund to the customer had been processed, which demonstrated that all payments on the account after 3 May 2017 had been made by Mrs Brown and not the customer, I find that the company was entitled to recharge the customer's account in the amount of £679.05, comprising of £461.50 for the amount refunded to the customer's bank account, and £217.55 for the amount deducted from the account credit to satisfy the final bill on the account.
11. Therefore, I am unable to conclude that the company failed to provide its service to the standard that could reasonably be expected by recharging the customer's account when it came to light that the customer had not made the refunded payments.
12. In view of the above, the customer's claim to have the charges removed from his account cannot succeed. I appreciate that this decision is likely to disappoint the customer, but the evidence demonstrates that the charges are correct and payable.

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 18 July 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.

KS Wilks

Katharine Wilks

Adjudicator