

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1464

Date of Decision: 22 July 2019

Complaint

The customer submits the company charged him incorrectly in 2015 and then continued to issue incorrect bills. The company has since waived £317.95 from his bill, offered a hamper and a further £100.00 to resolve his complaint. However, he feels this does not compensate him for the immense distress he has suffered. He seeks compensation in the sum of £2500.00 for stress and inconvenience.

Defence

The company accepts it issued an incorrect invoice to the customer however it has since corrected the account and waived £317.95 as a goodwill gesture. It considers it has provided adequate compensation and therefore it denies the customer's claim.

Findings

The customer has proven the company failed to provide its services to the standard to be reasonably expected. However, the company has already provided an appropriate remedy.

Outcome

The company does not need to take any further action.

The customer must reply by 19 August 2019 to accept or reject this decision.

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- Upon the customer's complaint it found it had charged the customer £561.74 on his first invoice instead of £317.95. It informed the customer of its error and waived the entire sum as a gesture of goodwill. It also sent the customer an apology hamper, which he returned.
- The customer complained further seeking compensation of £1000.00. It offered a further £100.00 as a goodwill gesture which the customer rejected.
- It has waived charges of £317.95 which it considers adequate compensation for its error. It denies liability for any further payment.

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. When a person moves into a property it is their responsibility to notify the relevant water company and to pay for the services received.
2. While I acknowledge the customer mistakenly believed he was paying for his water services through his rental payments, this was not the company's error.
3. It is not in dispute that the company billed the customer incorrectly. I therefore find it failed to provide its services to the standard to be reasonably expected.

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4. In relation to the customer's claim for compensation, I note the customer has not detailed within his claim how or why he has suffered stress and inconvenience. I also note I must disregard any new matters or evidence raised within the customer's comments on the company's defence, in accordance with the WATRS scheme rules. However, in the interests of fairness, I have considered the information provided alongside the customer's claim to ascertain how he was affected by the company's failing.
5. I note the company invoiced the customer in the sum of £561.74 when he only owed £317.95. This meant the customer had a much higher bill to pay than he should have done. I also note the customer paid his bills in small instalments and that there was usually around £200.00 carried over between bills. This suggests the customer did not make one large payment as a result of the company's mistake, rather there as always an amount owing on his account. I also note the customer told CCWater he struggled to pay his bills and could not understand why they kept rising. This evidences the customer was caused some stress and confusion due to the company's error.
6. In light of the above, I am satisfied the customer suffered some stress due to the company's error. However, I am also mindful the customer has not elaborated on the stress and inconvenience he suffered, other than by way of new matters in his comments that I must disregard. Bearing these points in mind, I consider the company's waiver of £317.95 from the customer's outstanding balance, an amount which was correct and payable, provides fair and reasonable compensation for any stress or inconvenience the customer suffered. Therefore, the customer's claim for further compensation is unable to succeed.

Outcome

The company does not need to take any further action.

What happens next?

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.

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 19 August 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.



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

Adjudicator

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