

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1501

Date of Decision: 16 July 2019

Complaint

The customer's claim is the company wrongfully charged water and sewage charges between 16 June 2017 and 5 July 2018, as the tenancy agreement between the customer and its landlord states the landlord would be liable for these charges. The customer is seeking the company to bill the landlord the outstanding charges totalling £1,548.76.

Defence

The company submits that under its charges scheme the occupier of the property is liable for the water and sewage charges. The customer's landlord contacted the company on 16 June 2017 informing them the customer had taken occupancy of the property. The company can only bill a third party such as the landlord where there is an express agreement between the third party and the company, which in this instance there was not. Furthermore, even if the company wished to bill the landlord the company would be unable to as the landlord's company no longer exists as it has been dissolved. Accordingly, the customer is liable for the outstanding charges. The company has not made any further offers of settlement.

Findings

I am satisfied the evidence points to the fact the company did not fail to provide its services to the customer to the standard to be reasonably expected regarding the water and sewage charges. Furthermore, I am satisfied there have been no failings with regard to customer service as I find the company has provided a good level of service at all times throughout its dialogue with the customer.

Outcome

The company needs to take no further action.

- The customer must reply by 13 August 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.

www.WATRS.org | info@watrs.org

ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /1501

Date of Decision: 16 July 2019

Party Details

Customer: []

Company: []

Case Outline

The customer's complaint is that:

- The company wrongfully charged water and sewages charges between 16 June 2017 and 5 July 2018, as the tenancy agreement between the customer and its landlord states the landlord would be liable for these charges.
- Accordingly, the company should have billed the customer's landlord, not the customer.
- The customer is seeking the company to bill the landlord the outstanding charges totalling £1,548.76.

The company's response is that:

- Under its charges scheme the occupier of the property is liable for the water and sewages charges.
- The customer's landlord contacted the company on 16 June 2017 informing them the customer had taken occupancy of the property.
- The company can only bill a third party such as the landlord where there is an express agreement between the third party and the company, which in this instance there was not. Furthermore, even if the company wished to bill the landlord it would be unable to do so as the landlord's company has been dissolved.
- Accordingly, as the customer was the occupier of the property, the customer is liable for the outstanding charges.

How is a WATRS decision reached?

In reaching my decision, I have considered two key issues. These are:

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.

www.WATRS.org | info@watrs.org

after finding the details via the customer's website. The customer disputed the outstanding sum, firstly, as under their tenancy agreement the water and sewage charges were the landlord's responsibility and secondly, they were one small office in a group of six company's occupying the landlord's property. After the matter had progressed to CCWater the company revised the outstanding sum to £1,548.76 which reflected the fact the customer was one office out of a group of six. However, the customer still disputed it was liable for this sum and on 28 May 2019 started the WATRS adjudication process.

4. With regard to the customer's comments that it is not liable for the water and sewage charges as under its tenancy agreement the landlord is responsible for the water and sewage charges. Whilst I sympathise with the customer's view, the tenancy agreement between the customer and the landlord is a private contractual matter and does not alter the fact the occupier of the property is responsible for the water and sewage charges. As evidenced by the company's Scheme of Charges water and sewage charges are payable by the occupier of the property whether or not such charges are actually used. The evidence shows the company was informed on 16 June 2017 the customer was now occupying the property for water and sewage purposes. From this date the company addressed all the bills and correspondence to the customer at its registered office. The customer states it didn't ever receive any bills and the first bill would have been paid by its landlord as it has never paid any water and sewage charges. However, neither party has provided evidence regarding who paid the charges before October 2018. Whoever paid the March 2018 bill must have received the bill as to know to make payment and all other bills and correspondence up until March 2019 were sent to the same address. On analysis of the evidence provided, I find that as the company was expressly notified the customer was occupying the property and therefore the company was entitled to bill the customer for water and sewage charges between 16 June 2017 and 5 July 2018. It matters not, that it was a representative of the landlord or any other third party who informed the company of the customer occupying the property. Furthermore, the company can only bill a third party such as the landlord where there is an express agreement between the third party and the company, which in this instance the evidence shows there was not. I note that during discussions with CCWater the outstanding sum was reduced from £4,286.81 to £1,548.76 which reflected the fact the customer was one office out of a group of six and I am satisfied this is fair and reasonable in the circumstances. In light of the above, and after careful review of all the evidence, I am satisfied with the company's position that without receiving any express instructions from the landlord regarding taking responsibility for the water and sewage charges it is the customer's responsibility to pay any outstanding charges as the occupier of the property is

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.

www.WATRS.org | info@watrs.org

correct. Accordingly, I find the customer's claim to have outstanding charges billed to the landlord fails.

5. The company has certain obligations in respect of its customer services. From the evidence provided I am satisfied that by the end of the company's dialogue with the customer, the company had adequately explained the reasons behind why it could not bill the landlord the outstanding charges.
6. In light of the above, I find the customer has not proven the company failed to provide its services to the customer to the standard to be reasonably expected by the average person with regard to the water and sewage charges. Furthermore, I am satisfied there have been no failings with regard to customer service as the company has provided a good level of service throughout its dialogue with the customer.

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 13 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 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.



**Mark Ledger FCI 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.

www.WATRS.org | info@watrs.org