

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1505

Date of Decision: 29 July 2019

Complaint

The customer states that he was improperly charged by the company for band 3 rates when he should have been assessed at band 2 rates for his water services. He states that the company did not deal appropriately with his complaint and that it provided him with a form to complete that was not suitable for a layperson to deal with. He states that the company offered a poor customer service and that the process has taken 2 years.

He seeks a direction that the company backdate his band 2 charges to 1st April 2017 and pay compensation of £1,000. He also seeks a remedy that will allow the charges at his business property to be split between him and another tenant.

Defence

The company states that it has acted appropriately and in accordance with its duties. It states that the customer failed to complete the required form to allow the process to move forward. It states that the company involved a third party to obtain a resolution and that this should not have happened. It states that it cannot deal with the matter of the other tenant without specific instructions.

The company states that it has removed late payment charges and offered a Guaranteed Services Scheme payment of £60 to the customer.

Findings

On the evidence presented I find that the company has acted in accordance with its legal obligations towards the customer. I do not find that it has been shown that there was any fault on the part of the company or that the company acted in an unreasonable manner.

Outcome

The company does not need to take any further action.

The customer must reply by 26 August 2019 to accept or reject this decision.

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Adjudication Reference: WAT/ /1505

Date of Decision: 29 July 2019

Party Details

Customer: [].

Company: [].

Case Outline

The customer's complaint is that:

- He has been overcharged for services at [] ("the Property").
- He states that the company has not properly addressed his complaint. He claims that the company's procedures for re-evaluation require professional surveying skills that he does not possess.
- He states that another water retailer did not require the same details of the property in order to instigate an investigation.
- He claims that he has been kept on hold on a number of occasions for over 40 minutes.
- He states that the company's response time is unreasonably long.
- He claims that he and his wife have been put to much inconvenience due to the problem of the billing
- He states that his neighbour, who shares the same space, is also being billed and that the bill should be split between them.
- The customer claims that the company pursued him for the outstanding charges even though the billing was in dispute.
- He seeks a direction that the band 2 assessment, which was received in February 2018 from the wholesaler, should be backdated to include the period between 1 April 2017 to 1 April 2018. He further seeks a compensation amount of £1,000 and for the charges to be split between himself and his neighbour.

The company's response is that:

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- It sent out the appropriate form to the customer but that this was never submitted.
- It states that whilst it did receive a site plan the application form, which was sent on two occasions, was not signed and returned as it had requested.
- It states that the referral to the wholesaler, which led to the reduction from band 3 to band 2 in February 2018, was sent in by [] Water Services.
- The company states that this should not have happened as this third party company were not the relevant retailer at the time of the application to the wholesaler.
- The company accepts that there were some delays and failures in its service and has made an offer of £60 as part of the Guaranteed Standards Service scheme.
- The company states that it removed the late payment charges.
- It states that it was not wrong to pursue the outstanding debt as the customer had not made a payment since 8 January 2018.
- The company states that it fulfilled all its obligations as a retailer to the customer.

In his comments in reply the customer states:

- that the company has got the timeline wrong and left out correspondence. He reiterates his allegation that the complexities of the application form were off putting and not possible for him to comply with.

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. I find it important to remind the parties that adjudication is an evidence based process and it is for the customer to show that the company has not provided its services to the standard that would reasonably be expected of it.
2. For clarity I shall note the following: in April 2017 the water market opened up to retailers. All non-domestic customers were moved to a wholesaler/retailer split at that time. It must be noted that under the new arrangements that started in April 2017, a non-domestic customer only has a relationship with the retailer. The customer cannot bring a claim against the wholesaler directly, but only against the retailer.
3. The customer maintains that he believed he was being overcharged for his Surface Water Drainage ("SWD") and Surface Highway Drainage ("SHD") charges by the company. He states that he contacted the company to ask for this to be addressed in January 2018. He claims that the company did not deliver a good standard of service and that it required him to provide information on its application form that was not possible for him to comply with, not being a surveyor. The company states that it did make an adequate and proper response and that it sent its application form on two occasions to be completed by the customer but that this was never returned.
4. The customer does not challenge the company's assertion that the application form was not signed and returned, but states that it was too complex and that another retailer did not require the same amount of detail. He also states that had he made a mistake the onus would have been on him to bear the responsibility of such a mistake.
5. I note that the third party [] Water Services did refer the customer's complaint to the wholesaler and that the wholesaler did reduce the charges from Band 3 to Band 2 on the 18 February 2019, backdated as of 1 April 2018.
6. I have looked carefully at the application form. While I accept that it may be time consuming to fill in the details of the Application to Review your Site Area Charging Band form, I do not accept that it would require a professional surveyor's qualification to fill in such a form. I note that the customer states that another retailer did not require such a form to refer the complaint to the wholesaler. This does not necessarily make the company's form unreasonable. The company

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may have a different requirement from other retailers, but this is a matter of internal policy and not something that falls within the remit of the WARTS scheme. I have to take into account that the company did follow its own procedure in forwarding on the appropriate forms to the customer and that the customer did not return the signed forms to the company. I do not find that the action of the company in requesting that the form be completed was unreasonable.

7. I note that the customer claims that the form required by the company was designed to frustrate the process of re-evaluation. I do not find that there is any supporting evidence of this part of the claim. I do accept that the customer may have been very frustrated at the method chosen by the company, but this alone does not substantiate a claim that the company had a policy of deterring such claims.
8. I do take into account the customer's assertion in his reply that the company has missed out correspondence in its defence but I do not find that the missing correspondence makes any difference to the substance of the reply, or the overall issue of the appropriateness of the company's request for a form to be completed.
9. The customer states that his upstairs neighbour is also paying for the same services and that this is effectively double billing. He asks that the company split the service charges between himself and the upstairs neighbour.
10. I note that in this regard the evidence does not show that the customer has provided the company with the form of authority it required to deal with the neighbour's billing. The company states that it cannot involve itself with a negotiation regarding this tenant unless it receives proper authority. The customer has not referred to any legislation or guidance that requires the company to address this without the third party's authority.
11. I note that the charging around properties of multiple occupation can be complex and may not be as straightforward it initially appears. The letter from the Consumer Council for Water ("CCW") dated the 29 April 2019, indicates that there may be a number of reasons why both parties are being billed. I note that the CCW was not persuaded that there was any merit in this part of the claim. I do not find that, on the evidence, there is any fault on the part of the company in the manner in which it has dealt with this aspect of the claim.

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12. The customer states that he stopped paying the bill in January 2018 after the complaint was first raised with the company. The customer complains that the company nonetheless pursued him for the arrears. I note that while the customer did inform the company that he would not be paying whilst there was a dispute over the charges, there is no legal obligation for the company to accept this position while it awaits the outcome of a dispute. I further note that the company has waived its late payment charges in respect of the outstanding amount and removed the marker. I do not consider that there is any fault evidenced on the part of the company in relation to how it has acted in pursuing the charges.
13. I note that the company has accepted that there were some delays in dealing with the customer's correspondence. It also states that at busy times it may take time to answer the phone which can be frustrating for a customer. I take into account that the company has removed the overcharge payments that were added onto the customer's account. I note that the company has offered a Guaranteed Services Scheme payment of £60 to acknowledge the failures in service. I find that this, coupled with the removal of the overcharge payments, is sufficient recompence and that the company has acted reasonably in its response to this part of the complaint.
14. There is nothing in this application that indicates that the company has breached any legislation or guidance and I can find no evidence of this in my assessment of the claim.
15. I anticipate that the customer will be disappointed by this direction, but I must emphasise that the decision I have made is based solely on the evidence presented and on the company's legal obligation to the customer. I further note that the customer involved a third party and that the Property was reviewed, and the charging band changed as of 1 April 2018.
16. It follows that I do not find that the company failed to provide its services to the customer to the standard to be reasonably expected by the average person.

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 26 August 2019 to accept or reject this decision.
 - If you do not tell WATRS that you accept or reject the decision, this will be taken to be a rejection of the decision.
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A handwritten signature in cursive script, reading "J J Higgins", is displayed on a light green rectangular background.

J J Higgins, Barrister, ACI Arb.

Adjudicator

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