

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1515

Date of Decision: 31 July 2019

Complaint

The customer has a shop in []. Since 2017, he has not been receiving invoices from the company. The company's billing consists of a collection of Final customer believes is wrong. The company's actions have affected the customer's life and caused him inconvenience, distress, stress, anxiety and sleepless nights. He would like the company to refund the money that he has paid against the 'red notices' that he received. He contends that the company has targeted him on the basis of his ethnicity and his religious belief, which is a crime. He wants the company to pay him maximum compensation (£25,000) in this regard.

Defence

A thorough investigation has been carried out to see if there is an explanation as to why the customer would not receive his actual invoices. The company believes that its invoices were sent out to the correct address. It has not received any returns to its 'undelivered mail' team. The customer has confirmed that he uses water at his business premises and therefore, the balance of £326.31 is due and payable. Whilst it is sorry that the customer feels unhappy with the outcome of his previous complaints, the company considers that it has acted fairly, consistently and in line with its Policy in this case.

No offer of settlement has been made.

Findings

The reasons why the customer did not receive any invoices seem, in the final analysis, to be unexplained. In those circumstances, it does not follow that the company must necessarily have been at fault. There is no sufficient basis to conclude that the company (1) failed to substantiate its charges to the customer by reference to meter readings that it obtained; or (2) failed to raise or calculate its charges correctly in this case. The allegations about targeting on the basis of ethnicity and/or religious belief are outside the scope of the WATRS Scheme Rules.

Outcome

The company does not need to take any further action.

The customer must reply by 28 August 2019 to accept or reject this decision.

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ADJUDICATOR'S DECISION

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Date of Decision: 31 July 2019

Party Details

Customer: []

Customer's representative: []

Company: [].

Case Outline

The customer's complaint is that:

- He runs a retail shop in []. He and his wife work in the shop and live in the residential flat situated above the premises. They take all their meals - and even make all their tea and coffee - in the flat. In terms of water usage at the shop, it will only be very occasionally that someone will flush the toilet. Nevertheless, the customer would still like to retain the facility of a water meter at the premises.
- Since the company took over his account from RST Water in 2017, the customer says that:
 - he has never received a bill;
 - the company had been sending 'red notices' and he had been paying them;
 - he kept trying to ring the company throughout 2017 but could not get through;
- On 16 March 2018, after receiving another 'Final Reminder' for £86.55 (which was dated 3 March 2018), he once again rang the company and held on the line between 15:30 and 15:52 but the company hung up.
- He subsequently received:
 - another Final Reminder dated 3 May 2018 for £62.46;
 - another Final Reminder dated 31 July 2018 for £145.13 (but still no bills);
 - another Final Reminder dated 22 August 2018 for £125.13 (but there was no sign of a response to the complaint that the customer had raised by that stage);

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- another Final Reminder dated 14 September 2018 for £125.13 (but still no bills and no sign of any response to the customer's complaint).
- The customer explains that he then received something 'new' (i.e. something other than a red notice). This was a letter, dated 6 October 2018, about an outstanding amount of £125.13. However, the company still did not produce a bill or respond to his complaint.
- The customer rang the company on 11 October 2018 and spoke to Shaun in the complaints team. Shaun told the customer that the complaint had not been assigned to anyone (but that it would then be assigned and that the customer would receive a response soon).
- The customer then received a reply to his complaint, on 25 October 2018, from the company's representative, Joan. On that same day, the customer had a detailed discussion with Joan but he considered that her email had clearly not addressed his complaint satisfactorily.
- The customer replied to Joan's email on 29 November 2018 telling her that he did not accept her resolution to his complaint.
- Eventually, the customer received the very first ever bill from the company. It was dated 24 October 2018 and was for £210.96. However, the bill was wrong because it included an amount of £125.13 from one of the 'red notices', randomly picked, which were sent before any meter reading had been taken and before any bill had been provided.
- The customer then received a reminder for an outstanding amount of £210.96 in respect of the last bill. The customer rang the company about this on 17 December 2018 to say that the bill was disputed, that it was wrong and that he was waiting for the company to sort out his complaint. The customer was told that someone would come back to him but no one did.
- The customer rang the company again on 20 December 2018 and was told that someone would reply soon.
- On 8 January 2019, the customer received another letter about an outstanding amount of £190.96.
- He received another bill of £259.67 dated 12 January 2019, which included old bills, which were also clearly wrong.
- The customer would like the company to rectify its billing and refund the money that he has paid against the red notices in the name of 'Final Reminder'. As it stands, the company's billing consists of a collection of Final Reminders and some meter readings (but no initial meter reading), which is wrong.
- The customer explains that the company's actions have affected his life and caused him inconvenience, distress, stress, anxiety and sleepless nights.
- The customer believes that the company has targeted him on the basis of his ethnicity and his

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religious belief, which is a crime. He wants the company to pay him maximum compensation for these crimes.

The company's response is that:

- The company was first contacted by the customer on 14 December 2017 by email. He advised that there were two businesses trading from the shop and he wanted the business name '[]' adding to the account. He also requested a new invoice to include this amendment.
- An email was sent to the customer confirming that the company had carried out his request and that he should expect to receive his new invoice in the next seven days.
- On 22 January 2018, the customer paid this invoice. On 18 April 2018, he made a further payment of £86.55, which was the full payment for an invoice that was issued on 15 February 2018.
- The customer's complaint is understood to be:
 - that he has not been receiving invoices from the company (although he did receive reminder letters that were issued); and also
 - that his meter had not been read and that his bills are higher than he thinks they should be.
- A thorough investigation has been carried out to see if there is an explanation as to why the customer would not receive his actual invoices. The address that is on his invoices matches the address that appears on his reminder letters.
- Any correspondence that is undelivered by Royal Mail is returned to the company. The company has a dedicated team that registers all returned mail onto the account. The company, however, has not received any returned mail on the customer's account.
- The customer's meter is fitted with an external device that allows a meter reading to be taken without the need to access the property. The company points to a list of the readings that it had taken from the customer's meter in this respect (and which list is set out again in the 'timeline' document appended to its defence).
- The company's invoices are produced every three months and it attempts to read its customers' meters once every six months. This means, therefore, that at least two bills per year will be based on estimated reads. The company says that it encourages its customers to provide their own readings.
- In relation to the high consumption issue, the company states that, during the 'stage 1' investigation stage, it did provide information for the customer to perform a self-leak test. However, the company has not been advised if this was in fact carried out. Having reviewed the

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average daily consumption at the site, there is no indication that there is a leak present.

- Again, at 'stage 2' of the complaint process, the company notes that it did send out a chart indicating the average daily consumption.
- Whilst the customer maintains that it has only ever sent out copies of reminder letters for his account, the company's system indicates that all invoices were issued. The company also issued a copy invoice out with his stage 2 response by email; this invoice clearly shows the reads that the company has used to bill the account.
- The company has identified that there was a delay in sending its responses at both stage 1 and 2 of the complaint process. Due to these delays, two payments of £20.00 have been applied to the customer's account as part of the company's Guaranteed Standard of Service ("GSS") obligations. In addition, the company has applied two gestures of goodwill of £20.00 for the inconvenience caused by the delay.
- The customer has confirmed that he uses water at his business premises and therefore, the balance of £326.31 is due and payable.
- As to the customer's point that he made many attempts to make contacts, the company is unable to identify any calls. This could be because, prior to the call being answered, the customer hung up. Following feedback, the company says that it has made significant improvements to its call waiting times.
- The customer has also made reference to the fact that he feels that he has been targeted on the basis of his ethnicity and religious belief. In response to this, the company confirms that it treats all of its customers fairly and respectfully.
- The company is sorry that the customer feels unhappy with the outcome of his previous complaints. However, in this case, the company considers that it has acted fairly, consistently and in line with its Policy.

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.

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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. The documents (or sections of documents) that I have reviewed in particular include:
 - a. all the supporting materials (exhibits 1 to 17a) submitted alongside the customer's WATRS application form; and
 - b. the timeline appended to the company's defence.
2. I have also had the benefit of reading the customer's comments ("Comments"), which he has filed in reply to the company's defence.
3. I do acknowledge the degree of frustration that the customer feels at the situation. In his Comments, I note that he says:

"... I want to resolve this issue soon as possible, want to end sleepless nights, this is how badly this case is affecting my life. In my complaint I gave full account of the corrupt practices of [] with proofs. But they have always tried to minimize and kill my complaint, initially by not responding for months and then, after many attempts made by me, they responded by confusing the real issues with non issues like Royal Mail address and leakage of water. This is what they have done this time again in their response. They make up things without any proof and with bundle of lies, in the haste they have spelt my name incorrect this time ..."

4. This frustration also comes through from the company's internal notes of its call with the customer, for example, on 9 November 2018:

"... I have tried to explain again he should be getting the invoices not the reminders – says we haven't read his meter we said we did but he says this is a lie – we do have actual reads but he

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says the reads are high – I’ve advised if he feels the reads are too high he would need to complete a self leak test as there may be a leak – he says this is not a resolution and I’m trying to minimise his complaint and that I don’t want to resolve the issue I just want to make him pay something he doesn’t owe – he continues to raise his voice and ask me questions but wouldn’t let me answer his questions and wouldn’t let me explain the reason for my call – he then advised he doesn’t want to discuss it and feels we won’t help him anyway – again tried to advise I want to help but I need to be allowed to advise him of what we need to do – he again said this was a lie and that I didn’t respond to his complaint in the first place and that no one has spoken to him about the complaint and that he will go to court – I can’t get anywhere over the phone so I advised there is nothing I can do if he won’t let me help him – he asked me to email him with a final bill and ended the call – I have asked for this call to be listened to just in case I was not correct with the way I handled it...”

5. Central to this case, of course, is the fact that the customer says that he never received any invoices from the company. In response, the company is unable to explain why the customer would not have been receiving any bills. Its position is that:
 - a. it has undertaken a “*thorough investigation*” into the matter; and
 - b. its system shows that the customer’s invoices are not web enabled and not marked as ‘do not print’ (and this leads the company to conclude that it has been posting out the invoices); and
 - c. it emailed the customer confirming that it could “... *see we are creating bills for you and we are printing them and sending them to the address at the top of this email, this is also the address we use to send your reminder notices [and it was attaching] a copy of the most recent invoice to this email for you ...*”; and
 - d. according to the its records, all of the invoices were sent out by Royal Mail to the customer’s billing address at [] (which has been verified as the correct address); and
 - e. its dedicated registration team has not received any returned mail on the customer’s account;
6. On the evidence available to me, there is no proper basis for suspecting:
 - a. that the company’s statements, in the above-mentioned respects, might not be true; or

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- b. that the company has been engaging in “*corrupt practices*”, as the customer alleges.
7. Looked at objectively, the reasons why the customer has not received any invoices seem, in the final analysis, to be unexplained. In those circumstances, I do not consider it follows that the company must necessarily have been at fault.
8. When the customer has drawn the company’s attention to the fact that he had not received any invoices, I am satisfied (on the evidence) that - by instigating an internal enquiry, as it did - the company has reacted appropriately. It does not seem to me that the company has been dismissive of the customer’s concerns at all.
9. The second element of the customer’s claim is that the calculations behind the company’s charges are doubtful because they do not appear to be supported by any meter readings (and in particular, no initial meter reading has been provided). The customer’s case in this respect is summarised in his Comments, I note, in this way:

“... Their claim for a payable bill of £326.31 is totally wrong. Because, after the series of above referred red notices, the []sent first bill of £210.96 on 24/10/18 which includes £125.13 from one of the previous red notices, Ex.10. For some reason, funny enough, they did not include most of those famous red notices which I did not pay, but included only one randomly. This is not a bill, it is a joke and an illegal practice. The inclusion of one of the red notices also proves that there is no initial reading provided at all and it comes out of red notices. The last bill I paid was a red notice ... and then []sent four more continuous red notices and one new kind of notice ... without any reading or bill. I will pay my bill only when []provides an initial reading and last reading ... []says , 'Mr []'s (which is not me) meter is fitted with an external device which allows a meter reading to be taken without the need to access ..' but in the next paragraph they say, " We encourage our customers to provide their own reading". I don't get it. The red or green notices, the bills and readings the []have provided, they do not add up ...”

10. Whilst I appreciate the customer’s scepticism over whether key meter readings were ever taken in this case, it seems to me that the company provided reasonable reassurance on this aspect when it emailed the customer on 9 November 2018:

“... Meter Reads

You mentioned that no one has been out to read your meter so we can't have any accurate reads to bill you for. I'd like to advise we are able to take meter reads without entering your

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property as we can get them by a radio transmitter from the meter to our engineer's hand-held device by walking past the property. We wouldn't need to come into the property or let you know we've attended the property to get the reads ..."

11. Again, looked at in the round, I am not persuaded that there is a sufficient basis to conclude that the company:
 - a. has failed to substantiate its charges to the customer by reference to meter readings that it has obtained; or
 - b. has otherwise failed to raise or calculate its charges correctly in this case.
12. In view of this (and because I have not found the company to be at fault, as such), I do not consider that it would be fair or reasonable to direct the company to refund to the customer all the amounts that he has previously paid over to it.
13. Finally, I note the serious allegation that the customer raises in terms that the company has committed a series of crimes. In this regard, he contends that the company's actions have constituted a targeted operation against him based on racial and/or religious hatred. Given their nature, I consider that these allegations fall outside the scope of the Water Redress Scheme Rules. Therefore, I have excluded entirely this part of the customer's case from my adjudication.

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 28 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.

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- 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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Nik Carle, LLB (Hons), Solicitor, DipArb, FCIArb

Adjudicator

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