

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1532

Date of Decision: 12 August 2019

#### Complaint

The customer submits the company refused to seek a leakage allowance from the wholesaler, which the latter verbally agreed. He claims a leakage allowance in the sum of £3500.00 and an apology.

#### Defence

The company denies the claim. It asserts it has communicated with the wholesaler on the customer's behalf but the wholesaler denies agreeing a leakage allowance and has refused to provide one. The company acknowledges some service failings for which it has made GSS payments.

#### Findings

The company has failed to provide its customer services to the standard to be reasonably expected.

#### Outcome

The company should provide the customer with an apology.

The customer must reply by 09 September 2019 to accept or reject this decision.

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## ADJUDICATOR'S DECISION

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Date of Decision: 12 August 2019

### Party Details

Customer: [ ]

Company: [ ]

### Case Outline

#### **The customer's complaint is that:**

- In January 2017 he received a higher than expected bill from RST Water (the wholesaler). He subsequently found a leak on his pipework. He fixed this and RST Water verbally agreed to provide him with a leakage allowance of around £3500.00.
- His account was then transferred over to the company (the retailer). The wholesaler then denied it had agreed a leakage allowance.
- He has no details of the time or dates of the relevant phone calls with the wholesaler or any other proof it agreed to the leakage allowance.
- The company refused to request a leakage allowance from the wholesaler. It asserted he was not entitled to a leakage allowance because the leak was on his private pipework.
- He has withheld payment of £3500.00 and the company has threatened disconnection. He believes this is illegal as he supplies water to domestic premises.
- He claims for the wholesaler to honour its agreement and apply a leakage allowance of £3500.00. He also wants an apology for distress and inconvenience.
- In his comments he refers to the wholesaler's agreement to pay a leakage allowance; he expects this verbal contract to be honoured.

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### **The company's response is that:**

- It contacted the wholesaler, RST Water, on the customer's behalf. The wholesaler asserted it had no evidence or record of a leak or an agreement to provide a leakage allowance.
- It is separate from the wholesaler and cannot apply a leakage allowance itself. It can only ask the wholesaler to apply one.
- It believes it is able to disconnect the customer's commercial water supply without affecting residential premises.
- It has provided records of its communications with the customer, wholesaler and CCWater.
- It has outlined customer service failings and confirms it has made the correct GSS payments for these.

### **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. In order to make a decision in this matter I must clearly distinguish between actions taken by the wholesaler and the duty owed by the retailer (the company) to its customers. Since the water market in England opened up to retailers in April 2017, all non-household customers have been

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moved to a wholesale/retail split service. As a result, a non-household customer now only has a relationship with the retailer. In turn, an adjudicator operating under the Water Redress Scheme may only make findings related to those things for which the retailer, as the party to the case, has responsibility, and not those things for which the wholesaler has responsibility.

2. In light of the above it should be clear I cannot comment upon or make any findings upon the customer's claim that the wholesaler agreed to a leakage allowance of £3500.00. I can only consider the actions of the company as retailer.
3. The customer submits the company refused to request a leakage allowance from the wholesaler on his behalf. However, the company's call records suggest the customer knew he was not entitled to a leakage allowance; the company therefore advised there was no point asking the wholesaler for one and; the customer agreed. This evidences the company acted reasonably in the circumstances.
4. Once the customer raised a complaint the company correctly passed this to the wholesaler to respond. The wholesaler informed the company it had no evidence to support the customer's assertion but if he could provide further details it would consider the matter again. The customer was unable to provide further details and so the company told him to contact CCWater. I find the company acted appropriately in this regard.
5. Within its defence the company accepts it failed to respond to some of the customer's contacts in a timely manner or at all. I therefore find the company failed to provide its services to the standard to be reasonably expected. I am satisfied this added to the customer's stress and inconvenience. I acknowledge the company has made GSS payments to the customer. However, I consider it should also provide the customer with an apology. Therefore, the customer's claim for an apology succeeds.
6. I note the company threatened to disconnect the customer's water supply for non payment of bills. The customer asserts this was unlawful as he supplies water to domestic premises and the company cannot disconnect a residential supply. However, the company asserts it is possible to disconnect the customer without affecting residential supplies.
7. I note neither party has provided a copy of any terms regarding disconnection; there is no evidence as to whether the company can or cannot disconnect the customer without affecting

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residential supplies and; there is no evidence the company actually disconnected any residential supply. Bearing these points in mind, I find there is a lack of evidence to show the company failed to provide its services to the standard to be reasonably expected.

8. In conclusion, I find no failings by the company other than in respect of its customer services, whereby an apology is warranted. I find the customer has not justified his claim against the company for a leakage allowance in the sum of £3500.00, and therefore this claim is unable to succeed.
9. I appreciate the customer will be unhappy with this outcome. However, the crux of the claim relates to a dispute between the customer and the wholesaler. As explained above, it is not within my remit to adjudicate upon this dispute.

#### **Outcome**

The company should provide the customer with an apology.

#### **What happens next?**

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 09 September 2019 to accept or reject this decision.
- If you choose to accept this decision, the company will have to do what I have directed within 20 working days of the date on which WATRS notifies the company that you have accepted my decision. If the company does not do what I have directed within this time limit, you should let WATRS know.
- If you choose to reject this decision, WATRS will close the case and the company will not have to do what I have directed.
- If you do not tell WATRS that you accept or reject the decision, this will be taken to be a rejection of the decision. WATRS will therefore close the case and the company will not have to do what I have directed.

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

**Adjudicator**

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