

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1416

Date of Decision: 4 October 2019

Complaint

The customer's claim is that the company incorrectly opened an account for him at a property he was not resident at and then when on to pursue him for a debt which was never due, both of which led to inconvenience and distress. The customer is seeking the company to pay compensation of £1,000 for the inconvenience, distress incurred and the negative impact on his credit file.

Defence

The company submits that prior to the customer contacting the company in January 2019 it could have not reasonably known that the information received advising that the customer had moved into the property in September 2013 was incorrect. Once evidence had been received from the customer that he had not resided at the property between 2013 and 2016 the account was closed, any charges cancelled, and all marks removed from the customer's credit file. The company has not made any further offers of settlement.

Findings

I am satisfied the company did not fail to provide its services to the customer to the standard to be reasonably expected, with regard to opening and then closing the account. Furthermore, I am satisfied there have been no failings with regard to customer service as once notified of the issues the company closed the account, cancelled any charges and removed the marks on the customer's credit file.

Outcome

The company needs to take no further action.

The customer must reply by 01/11/2019 to accept or reject this decision.

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ADJUDICATOR'S DECISION

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Date of Decision: 4 October 2019

Party Details

Customer: []

Company: [].

Case Outline

The customer's complaint is that:

- The company incorrectly opened an account for him at a property he was not resident and then when on to pursue him for a debt which was never due, both of which led to inconvenience and distress.
- The customer is seeking the company to pay compensation of £1,000 for phone calls to the debt collection agencies, inconvenience, distress incurred and the negative impact on his credit file.

The company's response is that:

- Prior to the customer contacting the company in January 2019 it could have not reasonably known that the information received advising that the customer had moved into the property in September 2013 was incorrect.
- Once proof had been received from the customer that he had not resided at the property between 2013 and 2016 the account was closed, any charges cancelled, and any marks removed from the customer's credit file.
- Furthermore, the company has provided a good level of service throughout its dialogue with the customer, and therefore the company submits it is not liable for any damages in this respect.

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.

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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. The dispute centres on whether the customer is entitled to compensation where the company has opened an account for him at address, he has never been resident at. The company is required to meet the standards set out in OFWAT's Charges Scheme Rules and the Water Industry Act 1991.
2. From the evidence put forward by the customer and the company, I understand that the company was contacted by a third-party property management agency in September 2013 stating that the customer had moved into a property at Flat 10, Green Street. From this information a new account was opened by the company and in May 2014 a bill covering the period 24 September 2013 to 6 May 2014 was sent to the customer at the Flat 10 address. No payment was received by the company, and between 23 June 2014 and 9 March 2016, various final demands and notices of further action were sent to the customer at the same address with no response. On 9 March 2016, the company received information that the property at Flat 10 was empty and the account for the customer was closed. The evidence shows that company continued to chase the debt until 9 August 2016 and then passed the debt on to a debt collection agency to recover. On the 11 January 2019, the company was contacted by Equifax regarding the late payment marks on the customer's account and the company advised that the customer should contact the company directly so it could resolve the late payment. The evidence shows that within the same conversation Equifax advised that in 2016 the customer had moved to Scotland. On 17 January 2017, the customer contacted the company direct and advised that he had been living in Flat 13, not Flat 10, Green Street and in June 2013 he moved

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to Scotland. On 22 January 2018, after discussions with Equifax, it was confirmed that the customer had been registered at Flat 13, Green Street and the customer's records deleted due to the inconsistencies with the addresses. On the same day the company advised the customer that until he could provide evidence that he moved to Scotland in 2013 rather than 2016, when Equifax states he moved to Scotland, he would still be liable for the charges at Flat 10, Green Street. Between 31 January and 1 March 2019 various correspondence took place between the parties resulting the customer's account being closed and the marks on his credit record removed. Within this dialog the customer requested compensation from the company, which the company refused as the company states that when it created the account it was in good faith and it had no reason to believe the information supplied by the third party was incorrect. The customer was unhappy with this outcome and on 25 August 2019 commence the WATRS adjudication process.

3. With regard to the customer's comments and requested redress regarding the account for Flat 10, Green Street. The evidence shows that on the balance of probabilities, it is likely that in September 2013 the customer's details for Flat 10 were obtained by the third party and then provided to the company in error. It is not clear whether the third-party property management company also managed Flat 13 where the customer resided at the time, if so, this may be where the confusion stems from. However, the information provided to the company by the third party was accepted in good faith and the company had no reason to question whether the information regarding the customer moving in to Flat 10 was incorrect. The evidence shows that none of the bills being sent to Flat 10, Green Street were returned advising that the details were incorrect. Bearing in mind the above, I am satisfied that the company acted in good faith when opening an account for the customer at Flat 10, Green Street. With regard to the debt collection process, between 23 June 2014 and 9 March 2016, various final demands and notices of action were sent to the customer as the company had not received payment. Section 143 of the Water Industry Act 1991 gives the company the power to set a Charges Scheme. Where a bill has not been paid the company states that in line with its Charges Scheme a debt recovery process is in place for all of its customers and it's only fair that the company enforces this process to help keep the cost of its service as low as possible for all of its customers. Once evidence had been received from the customer that he had not resided at the property between 2013 and 2016 the account was closed, all charges cancelled, and any marks removed from the customer's credit file. In light of above, I find that it has not been proven that the failed to provide its services to the customer to the standard to be reasonably expected by the average person with regard to opening the account for Flat 10 and the debt recovery process.

4. The customer states he made various calls to debt collection agencies and he has been refused credit. 31 July 2018. The evidence shows that when the customer first contacted the company in January 2019, the debt for Flat 10, Green Street was not with a debt collection agency, so it is unclear who the customer is referring to with regards to his calls. The company states that if the customer had been making calls to debt recovery agents whilst they were actively pursuing what was thought to be correct balances at the time, it would have to question why he didn't contact the company to dispute the balances, as the debt recovery agents would have informed him where the debt had originated. As stated within the company's defence documents, if the customer can supply a copy of his phone bill then the company states it would consider reimbursing him. However, to date the customer has not supplied either the phone bills or evidence he has been refused credit. The WATRS scheme is evidence based and I am satisfied the customer has neither supported his position with evidence nor explained why he is unable to do so. As above, I have found the company did not fail to provide its services to the customer to the standard to be reasonably expected by the average person with regard to the opening the account for Flat 10 and the debt recovery process. Accordingly, I accept the company's position and find that no sums are due in this regard.
5. The company has certain obligations in respect of its customer services. As evidenced by the timeline within the company's defence documents I am satisfied that by the end of the company's dialogue with the customer, the company had adequately explained the reasons behind why the account was created for Flat 10, Green Street and the need for evidence to show that the customer moved to Scotland in 2013. Furthermore where the company failed to inform the customer correctly within a call on 15 February 2019 the customer has been provided a goodwill gesture of £30.00. Accordingly, I am satisfied there have been no failings with regard to customer service, which the customer has not already been adequately compensated for.
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 opening the account for Flat 10 and the debt recovery process, nor has the customer proved the company failed to provide services to the standard to be reasonably expected when investigating these issues. Furthermore, I am satisfied there have been no failings with regard to customer service, which the customer has not already been adequately compensated for.

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 01/11/2019 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**