

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1696 – Billing & Charges - Accuracy

Date of Decision: 14 April 2020

Complaint

The customer is displeased with the site area banding charges assigned to his property prior to June 2016. The customer asserts that when he took occupation of the property (in October 2006), the site area charges should have been based on a band 3 tariff (based on the size of the property at the time). However, he has always been charged as a band 4. In June 2016, the customer accepts that he added an extension to the property making it a band 4 tariff site. Nonetheless, the customer asserts that he should have been charged as a band 3 prior to June 2016. The issue was raised with the company and it confirms that the matter was aptly referred to the wholesaler (XWholesaler) who carried out a site survey and confirmed that the customer's site is correctly marked as a band 4. The company has explained that this matter predates its existence so it is up to the wholesaler to assess this matter and decide if it wishes to provide any backdated refunds. However, the wholesaler has ultimately concluded that it will not provide the customer with any backdated refunds. The customer is not pleased with the wholesaler's (XWholesaler) position and is now claiming for the company (XWater) to recalculate his site charges from 2006 to 2016 based on a band 3 tariff.

Defence

The company has challenged the wholesaler's position on behalf of the customer (in its capacity as the customer's water retailer). However, the wholesaler has advised that it will not depart from its position and therefore rejects the customer's claim. The company states that, in light of the above, it is unable to accept any further liability for the customer's claim for redress.

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Findings

I am not satisfied that the company failed to provide its services to the standard to be reasonably expected by the average person. The company has demonstrated that it appropriately carried out its obligations in its capacity as the customer's water retailer. Consequently, in the absence of any material failures on the part of the company, I find that the customer's claim for redress cannot succeed.

Outcome

The company does not need to take any further action. This decision cannot be appealed. However, the customer is not obliged to accept this decision and is free to pursue resolution through all other avenues as available to them.

The customer must reply by 12 May 2020 to accept or reject this decision.

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ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /1696

Date of Decision: 14 April 2020

Party Details

Customer: The Customer

Company: XWater

Case Outline

The customer's complaint is that:

- The customer is displeased with the site area banding charges assigned to his property prior to June 2016.
- The customer asserts that when he took occupation of the property (in October 2006), the site area charges should have been based on a band 3 tariff (based on the size of the property at the time). However, he has always been charged as a band 4.
- In June 2016, the customer accepts that he added an extension to the property making it a band 4 tariff site. Nonetheless, the customer asserts that he should have been charged as a band 3 prior to June 2016.
- The issue was raised with the company and it confirms that this matter was aptly referred to the wholesaler (XWholesaler) who carried out a site survey and confirmed that the customer's site is correctly marked as a band 4.
- The company has explained that this matter predates its existence so it is up to the wholesaler to assess this matter and decide if it wishes to provide any backdated refunds. However, the wholesaler has ultimately concluded that it will not provide the customer with any backdated refunds.
- The customer is not pleased with the wholesaler's (XWholesaler) position and is now claiming for the company (XWater) to recalculate his site charges from 2006 to 2016 based on a band 3 tariff.

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The company's response is that:

- The company confirms that it has fulfilled its obligations as the customer's water retailer and challenged the wholesaler on the customer's behalf. However, the wholesaler has declined to change its position.
- The company confirms that the wholesaler's position is that the customer is being charged correctly based on a band 4 tariff and no changes/refunds are required (retroactive or otherwise).
- The company submits that it has appropriately conveyed the wholesaler's stance to the customer.
- In light of the above, the company states that it is unable to accept any further liability for the customer's claim for redress.

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. The customer's complaint is that the water wholesaler has rejected their claim to retroactively re-band their site to a band 3 tariff and provide a backdated refund accordingly. The customer has referred the issue to CCW (Consumer Council for Water) but was unable to obtain a resolution to his satisfaction. The customer remains displeased with the wholesaler's (XWholesaler)

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position and is now claiming for the company (XWater) to recalculate his site charges from 2006 to 2016 based on a band 3 tariff.

2. I remind the parties that adjudication is an evidence-based process and in order for any remedy to be awarded, the evidence must show that the company has not provided its services to the standard that would reasonably be expected of it.
3. I acknowledge that the crux of the customer's dispute rests with their dissatisfaction that the wholesaler has rejected their claim to retroactively re-band their site to a band 3 tariff and provide a backdated refund accordingly. 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 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. This includes, however, the effectiveness with which the retailer has operated as an intermediary between the wholesaler and the customer.
4. Accordingly, it is clear from the above that I am unable to examine/address the customer's substantive complaint regarding the wholesaler's decision to reject their claim to retroactively re-band their site to a band 3 tariff and provide a backdated refund accordingly. The appropriateness of this outcome is also further reinforced by the fact the issue forming the basis of the customer's complaint occurred prior to the actual existence of the company. For the avoidance of doubt, the company cannot be held accountable for the actions of third-parties occurring prior to its existence.
5. Notwithstanding all the above, I am still able to look at whether the service provided by the company (XWater) has met the standard to be reasonably expected (of a water retailer) by the average person.
6. Following careful review of all the submissions and documents provided by the respective parties, overall, I am satisfied that the company has met its obligations to the customer as a water retailer. Specifically, I note that the company pursued the wholesaler on the customer's

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behalf and appropriately conveyed their challenge to its rejection of their claim. However, the wholesaler ultimately declined to depart from its position, explained how it reached its decision and upheld the rejection of the customer's claim. The company then conveyed the wholesaler's position to the customer. Accordingly, under the circumstances, I am satisfied that the company acted appropriately to pursue the wholesaler in relation to the customer's complaint and appropriately explained its position to the customer.

7. Therefore, in light of all the above, I am not satisfied that there are any material failures on the part of the company to provide its services to the standard to be reasonably expected by the average person. Consequently, in the absence of any material failures on the part of the company (in its capacity as a water retailer), I find that I am unable to uphold the customer's claim for redress.
8. This marks the end of the WATRS stage of the customer's complaint. The customer is not obliged to accept this decision and is free to pursue resolution through all other avenues as available to them.

Outcome

The company does not need to take any further action. This decision cannot be appealed. However, the customer is not obliged to accept this decision and is free to pursue resolution through all other avenues as available to them.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 12 May 2020 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.
- If you do not tell WATRS that you accept or reject the decision, this will be taken to be a rejection of the decision.



E. Higashi LLB (Hons), PGDip (LPC), MCI Arb.

Adjudicator

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