

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1863 – Billing & Charges – Problems with metered and unmeasured bills

Date of Decision: 22 April 2020

Complaint

The customer states that she owns a piece of land in [personal information removed] where she keeps three pet horses. She submits that the water supply to this land is deemed as 'Non-household' and she disputes this. The customer also states that the company keeps asking her for a company name. The customer submits that her main dispute relates to a bill of over £10,000.00 which she received in March 2019. She explains that she had a new supply installed by the water wholesaler (XWholesaler) in August 2018 and she believes that it had a duty of care to check for any existing leaks at that time. She submits that the wholesaler did not do this and this resulted in the high bill. The customer therefore contacted the company to dispute the high bill and the leak on her land. However, in the end, she was only able to obtain a 15% leak allowance. The customer submits that when she noticed the leak, she took proactive steps to have it repaired as soon as possible and reported this to the company. The customer submits that the situation with the high bill and subsequent debt recovery action have been very stressful. The customer submits that she does not want the stress and she cannot afford to pay the high bill. The customer is therefore claiming for the wholesaler to re-register her land as domestic supply and for the company to provide a refund and compensation totalling £6435.81.

Defence

The company submits that it has fulfilled its obligations to the customer in its capacity as their water retailer (namely, to raise the customer's issues to the wholesaler and provide the wholesaler's response to the customer). The company accepts that there have been some service failings on its part, and in recognition of this, it has provided the customer with £220.00. In light of the above, the company does not accept any further liability for the customer's redress claims.

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Findings

The company has demonstrated that it has carried out its obligations in its capacity as the customer's water retailer and appropriately addressed the shortfalls in its service provision. Consequently, in the absence of any unresolved material failures on the part of the company, I find that the customer's claims for further 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 19 May 2020 to accept or reject this decision.

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ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /1863

Date of Decision: 22 April 2020

Party Details

Customer: The Customer

Company: XWater

Case Outline

The customer's complaint is that:

- The customer states that she owns a piece of land in [personal information removed] where she keeps three pet horses. She submits that the water supply to this land is deemed as 'Non-household' and she disputes this. The customer also states that the company keeps asking her for a company name.
- The customer submits that her main dispute relates to a bill of over £10,000.00 which she received in March 2019. She explains that she had a new supply installed by the water wholesaler (XWholesaler) in August 2018 and she believes that it had a duty of care to check for any existing leaks at this time. She submits that the wholesaler did not do this and this resulted in the high bill.
- The customer therefore contacted the company to dispute the high bill and the leak on her land. However, in the end, she was only able to obtain a 15% leak allowance. The customer submits that when she noticed the leak, she took proactive steps to have it repaired as soon as possible and reported this to the company.
- The customer submits that the situation with the high bill and subsequent debt recovery action have been very stressful. The customer submits that she does not want the stress and she cannot afford to pay the high bill.
- The customer is therefore claiming for the wholesaler to re-register her land as domestic supply and for the company to provide a refund and compensation totalling £6435.81.

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The company's response is that:

- The company does not accept liability for the customer's claims for redress.
- The company submits that it was first contacted by the customer in March 2019 when she advised that she had a new connection fitted in August/September 2018 and she believed that there was a leak on this supply. The customer stated that she believed the leak was caused by the contractor who installed the supply. A new account was also setup for the customer at this time.
- The customer subsequently contacted the company for an update and to provide a meter read. She also explained that the wholesaler had attended the site and was unable to locate the leak on the first visit due to faulty equipment and on the second visit they had failed to notify her before attending. In April 2019, the wholesaler was able to locate and repair the leak.
- The customer completed a burst allowance claim form and the company forwarded this to the wholesaler in its capacity as her water retailer. The wholesaler responded and advised that they would grant an allowance for 2121m³ for water only at 50%.
- The customer was displeased with this and so the company challenged the wholesaler for a further allowance. The wholesaler provided an explanation of its policy and guidelines showing that it had correctly provided the allowance to the customer and would not be changing its decision.
- The customer remained displeased so the company again challenged the wholesaler on her behalf. Eventually, the wholesaler recalculated the customer's daily consumption and provided a further allowance.
- Subsequently, the customer contacted the company in December 2019 because she believed that the recently produced invoice was incorrect (due to an estimated read on the account). The estimated read bill was therefore cancelled and a new invoice was produced.
- At this time, the customer also advised that she shouldn't be classed as a non-household customer but a domestic customer. Furthermore, the customer requested monthly meter readings. However, the company explained that this was not something it was able to do as a water retailer but it did aim to read the meter twice a year.
- The customer subsequently contacted the company to state that she did not believe that she should have to pay the outstanding charges on her account and again re-iterated her wish to be billed directly by the wholesaler as a domestic user. The company liaised with the customer and referred the matter to the wholesaler (it requested that the wholesaler re-register the site as domestic). The company submits that the site will now be registered as domestic from 26 March 2020.

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- The company submits that it has applied £220.00 to the customer's account for its service shortcomings. Aside from the accepted service failures for which it has already paid compensation, the company submits that it has appropriately fulfilled its obligations as the customer's water retailer and challenged the wholesaler on the customer's behalf.
- In light of the above, the company does not accept any further liability for the customer's redress claims.

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. It is evident from the customer's application that her complaints relate to allegations of unsatisfactory service received from her wholesaler (XWholesaler) and the company. The customer referred this issue to CCW (Consumer Council for Water); however, it concluded that there was no challenge it could make against the company's service provision. The customer is displeased with this outcome and is therefore claiming for the wholesaler to re-register her land as domestic supply and for the company to provide a refund and compensation totalling £6435.81.

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2. I acknowledge that, in its defence, the company has confirmed the wholesaler has already agreed to re-register the customer's land as a domestic supply from 26 March 2020. Accordingly, as this element of claim has already been met, I will not address this matter any further in this decision.
3. 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. As the party raising the dispute, the initial onus of proof rests with the customer. I should also highlight that I am not a forensic accountant or water services engineer with access to/in-depth knowledge of the company's internal systems/processes. Furthermore, it is entirely beyond my remit to commission/carry out new investigations in order to obtain evidence to substantiate the customer's concerns. I am only able to base my decision on the submissions available at the time of adjudication.
4. I am mindful that a significant portion of the customer's core complaints relate to allegations of unsatisfactory service provided by her wholesaler, XWholesaler (such as its decisions regarding outstanding payments on her account, leak allowances and account classification). In order to make a decision in this matter, I must clearly distinguish between actions taken by the wholesalers 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 wholesalers have responsibility. This includes, however, the effectiveness with which the retailer has operated as an intermediary between the wholesalers and the customer. In addition, for the avoidance of doubt, I am unable to examine the actions/decisions of third-parties who are not a party to this dispute (such as XWholesaler or contractors appointed by XWholesaler).
5. Whilst it is clear from the above that I am unable to consider any concerns regarding the wholesaler's service actions (or the actions of its contractors), 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. I will proceed accordingly.

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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 behalf and appropriately conveyed her concerns. The company then conveyed the wholesaler's positions 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. I also note that the company appropriately confirmed its limitations as a water retailer and illustrated that it cannot control the decisions/actions of the water wholesaler (or be held responsible for the wholesaler's decisions/actions).
7. Notwithstanding the above, I note the company accepts that there have been some service shortcomings on its part and it has provided the customer with compensation in the sum of £220.00 for this issue. Under the circumstances, having regard for the service issues highlighted by the available evidence, I am satisfied that this remedial action was fair and reasonable (and I am unable to objectively conclude that it amounts to failure to provide the company's service to the standard to be reasonably expected). Based on the evidence provided, I am not satisfied that any further compensation payment from the company is warranted.
8. Therefore, in light of all the above, whilst I understand the customer's frustrations, I am not objectively satisfied that there are any unresolved 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 unresolved 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 claims for redress.
9. This marks the end of the WATRS stage of the customer's complaint. 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.

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.

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What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 19 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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