

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1916 – Billing & Charges - Accuracy

Date of Decision: 21 April 2020

Complaint

The customer submits that he rented a room in a shared house in September 2016 and left in November 2016. He had advised the Landlords and estate agency about his exit from the property. He subsequently discovered that the company (and debt collectors) had been pursuing him for a water bill for the property relating to a period in 2017. The customer submits that this bill was in the name of himself and another individual who lived at the property. The company ultimately opted to fully cancel the bill. However, the customer was displeased with this and believes that the company should not have cancelled the bill but instead charged the full amount to the other individual. The customer referred the issue to CCW (Consumer Council for Water) and it concluded that, whilst the customer appeared to have a private quarrel with the other individual living at the property, it was ultimately beneficial for the customer that the company cancelled the bill. The customer submits that CCW has misjudged the case and the company should not have cancelled the bill. The customer is therefore making a claim for the company to recognise that it has made a mistake (and amend it), to review their internal complaints procedure and for CCW to review this case and realise that “personal misjudgement is wrong”.

Defence

The company does not believe that it has made a mistake by cancelling the bill in question. As also affirmed by CCW, the company believes that this was the fairest outcome under the circumstances. The company explains that, despite repeated requests, the customer would only orally confirm the date on which he allegedly left the property. In the absence of any substantive evidence, it would have been inappropriate for the company to remove the customer's name from the bill and charge the entire bill to the other individual at the property (as the customer had wanted). It also would not have been appropriate for the company to charge the customer if it was true that he had not been at the property in 2017. Accordingly, the company opted to simply cancel the entire bill. The company acknowledges that there appears to be a very acrimonious relationship between the customer and the other individual who had lived at the property. However, the company did not believe that it

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was reasonable or appropriate (under the circumstances) to charge the other individual the entire bill simply because the customer wanted the company to do this. The company highlights that CCW concluded that its actions were the best and fairest outcome for the customer under the circumstances. The company states that, in light of all the above, it does not accept any liability for the customer's claims for redress.

Findings

Based on the submissions provided, I am not satisfied that the company failed 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, I am unable to uphold the customer's claims for redress.

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 further their complaint 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

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Date of Decision: 21 April 2020

Party Details

Customers: The Customer

Company: The Company

Case Outline

The customer's complaint is that:

- He rented a room in a shared house in September 2016 and left in November 2016.
- He had advised the landlords and estate agency about his exit from the property.
- He subsequently discovered that the company (and debt collectors) had been pursuing him for a water bill for the property relating to a period in 2017. The customer submits that this bill was in the name himself and another individual who lived at the property.
- The company ultimately opted to fully cancel the bill. However, the customer was displeased with this and believes that the company should not have cancelled the bill but instead charged the full sum to the other individual.
- The customer referred the issue to CCW and it concluded that, whilst the customer appeared to have a private quarrel with the other individual living at the property, it was ultimately beneficial for the customer that the company cancelled the bill.
- The customer submits that CCW has misjudged the case and the company should not have cancelled the bill. The customer is therefore making a claim for the company to recognise that it has made a mistake (and amend it), to review their internal complaints procedure and for CCW to review this case and realise that "personal misjudgement is wrong".

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The company's response is that:

- The company does not consider that it has made a mistake by fully cancelling the bill in question. As also affirmed by CCW, the company believes that this was the fairest outcome under the circumstances.
- The company explains that, despite repeated requests, the customer would only orally confirm the date on which he allegedly left the property. In the absence of any substantive evidence, it would have been inappropriate for the company to remove the customer's name from the bill and charge the entire bill to the other individual at the property (as the customer had wanted).
- It also would not have been appropriate for the company to charge the customer if it was true that he had not been at the property in 2017. Accordingly, the company opted to simply cancel the entire bill in full.
- The company acknowledges that there appears to be a very acrimonious relationship between the customer and the other individual who had lived at the property. However, the company did not believe that it was reasonable or appropriate (under the circumstances) to charge the other individual the full bill simply because the customer wanted the company to do this.
- The company highlights that CCW concluded that its actions were the best and fairest outcome for the customer under the circumstances.
- The company states that, in light of all the above, it does not accept any liability for the customer's claims 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.

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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 company has fully cancelled a water services bill for a property he used to share with a housemate. The customer asserts that, whilst he should not be held liable for the bill, the company should pursue his former housemate for these charges. The customer submits that CCW has misjudged the case and the company should not have cancelled the bill. The customer is therefore making a claim for the company to recognise that it has made a mistake (and amend it), to review their internal complaints procedure and for CCW to review this case and realise that "personal misjudgement is wrong".
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. As the party raising the dispute, the initial onus of proof rests with the customer.
3. From the papers provided, I acknowledge that the customer has raised complaints about CCW's services. In the interest of clarifying any confusion, I must make it clear that it is beyond the remit of this scheme to examine any concerns regarding CCW's complaint investigation process or services under any circumstances. Furthermore, I must remind the parties that I am unable to examine (or direct that the company amends its) commercial/business practices (such as its set complaints procedures). I will proceed accordingly.
4. Following a review of the company's overall actions in response to the customer's concerns, I am not objectively satisfied that it failed to provide its services to the standard to be reasonably expected by the average person. Specifically, based on the submissions provided, I am only able to impartially conclude that the company acted appropriately based on the information it had available and when it was presented with updated information, it took reasonable remedial action that benefitted the customer. Under the circumstances, I do not find that the company's decision to fully cancel the bill in the names of the customer and his former housemate (thereby ceasing any pursuit of either of them for payment) amounts to a service provision failure on the

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part of the company. I acknowledge that this finding is entirely consistent with CCW's investigation outcome. Accordingly, overall, I am unable to objectively conclude that there are any unresolved failures on the part of the company to provide its services to the standard to be reasonably expected by the average person.

5. Therefore, whilst I understand and appreciate the customer's subjective dissatisfaction with the situation (in particular, the company's decision to cancel the bill for his former housemate, an individual who is not a party to this adjudication), my remit under this scheme is only to determine whether the company has failed to provide its services to the customer to the standard to be reasonably expected. Following careful review of all the submissions provided, I am not satisfied that there are any unresolved failures on the part of the company to provide its services to the standard to be reasonably expected by the average person. Consequently, I am unable to uphold the customer's claims for redress.
6. This concludes the WATRS stage of the customer's complaint. This decision cannot be appealed. However, I remind the parties that the customer is not obliged to accept this decision and is free to refer their complaint to any other forums for resolution as may be available to them.

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 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), MCIArb.

Adjudicator

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