

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1241

Date of Decision: 12 August 2019

Complaint

The customer states that the company has unfairly assessed her water leakage allowance by taking into account the hottest days since 1976. She alleges that the company has failed to provide a satisfactory customer service to her during the course of her complaint and also that this poor service dates back to when she first moved into her former house.

She seeks £2,500.00 for distress and inconvenience and £48.00 for printing. She seeks an apology and action comprising of investigations into and explanations for the customer service failings highlighted by the customer and billing to be revised and recalculated.

Defence

The company states that it has acted fairly toward the customer and although it did make an error of calculation, this was made in favour of the customer and was not required to be refunded. It refutes allegations that it has provided a poor service.

No offer of settlement is made.

Findings

The company has acted in accordance with its legal obligations. I find no fault on the part of the company in respect of any of its actions in relation to this complaint.

Outcome

The company does not need to take any further action.

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

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ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /1241

Date of Decision: 12 August 2019

Party Details

Customer: []

Company: [].

Case Outline

The customer's complaint is that:

- She is dissatisfied with the leak allowance between 17th December 2014 and 7th June 2017 at her former address, [], ("the Property").
- She is dissatisfied that her complaint was not dealt with for two years.
- She does not accept that her account should have been referred to a debt collector.
- She states that billing at the beginning of her occupation of the Property was wrongly calculated.
- The customer seeks a recalculation of all the bills for the period 17th December 2014 to the 7th June 2017 based on "applicable efficient water usage volumes" rather than on water usage levels taken during extreme hot weather.
- The customer lists 17 other points in her application to illustrate failures in customer service and unsatisfactory administration of her account.
- The customer seeks £2,500.00 for distress and inconvenience and £48.00 for printing. She seeks an apology and action comprising of investigations into and explanations for the customer service failings highlighted by the customer and billing to be revised and recalculated.

The company's response is that:

- The initial billing at the property was corrected as the customer was firstly on an estimated charge which was then replaced by a meter.
- The bills were properly made out and anything outstanding is owed.

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- The company states that it was not wrong to pursue the outstanding debts via a third party debt collector.
- The company states that regarding the leakage allowance it did make a mistake but that the mistake was in favour of the customer. It states that she was paid an extra £251.57 as a result.
- The company states that its method of leak calculation is correct.
- It states that the customer has never set up a payment plan and that this has caused the account to go into collection status.
- It disputes that the company has been unfair and notes that the company replaced pipework that was on the private property of the customer free of charge.
- The company has not made any offers and does not believe that compensation is due.

In reply the customer states:

- That her daughter was resident elsewhere but was named on the utility bill so that she could maintain a UK bank account.
- That the company was obliged to fix her private pipework by the information given on its forms.
- That the company was persistently inaccurate in its correspondence and in the manner in which it related the history of events in the defence.

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. Adjudication is an evidence-based process and it is for the customer to prove that the company has failed to provide its services to the customer to the standard to be reasonably expected by the average person.
2. I must emphasise that this decision is based solely on the evidence produced before me by the parties.
3. For clarity I must make clear that an application cannot contain new complaints that have not previously been addressed to the company or gone through the Consumer Council for Water (“CCW”) process. Neither can extra complaints, regarding the complaint’s process, accrue after the application has been lodged with WATRS. In this case I shall deal with the complaint regarding the leakage, the debt collection issue, the early billing complaint and the time that it has taken to deal with the customer’s complaint and the customer service issues that the customer has raised to the company and to the CCW.
4. The customer states in her application, *“In preparing this complaint to WATRS, it was necessary for Ms Smith to scrutinize every bill and all correspondence between Ms Smith and RST Water. This has brought to light the many errors and discrepancies in RST Water’s billing practices, and an exponential degree of incompetence in RST Water’s administration of the account, right from the very beginning of the water supply to Ms Smith at 1 Green Road. Consequently, Ms Smith’s Complaint with RST Water is more far-reaching than just being concerned with the Leak Allowance.”* It is important to note that in as much as this material forms a new basis of complaint, other than that which has already been raised, it shall not form part of this decision as it has not been through the appropriate complaints process.
5. I have carefully read all the material, including the CCW papers in full. If I do not refer to all the points raised it is because I have addressed the most relevant and important matters which have led to my conclusion. Parties can rest assured, however, that all submissions have been considered.

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6. As per the usual adjudication process I must first assess if there is any case made out by the customer and if there is any fault on the part of the company. It is only in the event that I find against the company that I would go on to discuss an appropriate remedy.
7. The customer complains that the company unfairly billed her from the start of the account in 2012; she states that she was sent letters demanding an inaccurate amount at that time. The company states that this was due to the fact that the customer's billing method was changed and that she did not set up a payment plan.
8. I note that the customer states in reply that she refutes not setting up a payment plan; she states that her bills have been paid. On reading the papers I understand that the company is stating here not that the customer has never paid any bills, rather that she has not set up a payment plan to pay by a regular method. The customer has not directly challenged this interpretation or provided evidence of any payment plan.
9. The company states that when the customer initially moved into the Property the bill was estimated. That was then altered after the customer had a meter installed. The customer states that, nevertheless, the company pursued her for the estimated bill. I am satisfied that this error was adequately rectified by the company in 2013, and in itself, is not sufficient to amount to an actionable fault in the part of the company.
10. The customer claims that the method that the company has used to calculate her leakage allowance is wrong and that it is unfair. She states that the period that the company has taken into account for the purposes of calculation included the hottest day on record since 1976.
11. The company refutes that its calculations are unfair and states that it did make an error in favour of the customer which resulted in her being overpaid by £251.57.
12. The company defence states, *"8th August 2017 – We wrote to Ms Smith detailing our position and advising that the leak allowance we'd granted had actually been calculated for a year longer than the leak was present, as such we had created her a credit of £251.57 more. We advised that as it was our error we wouldn't be correcting it."* Referring to the company's alleged inaccuracies in her comments, the customer states, *"However, at the time, they say they made*

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an error and calculated the leak allowance from December 2014." I find that this error was to the advantage of the customer, by the sum of £251.57.

13. Regarding the allegation that the company should not have used the readings of the particular days chosen, because they represented the warmest days since 1976. I have carefully considered the position and evidence of the customer and the company in this regard. I do not find any statutory or other obligation on the company to produce readings from days during a particular type of weather condition, or any guidance or legislation that prohibits it from using any days of its own choosing. I do not find that there is any substantive evidence that the company has deliberately used the hot days to try and carry out any type of fraud or duplicity against the customer. I further note that when the Average Daily Usage ("ADU"), which was used in the calculations to find the appropriate water leakage allowance, is compared with the actual figures of the water used by the customer (as produced in evidence), it was favorable to the customer that the company had used the estimated ADU in its calculation. In this regard I refer to the letter written to the customer dated the 31st December 2018, from the CCW. This lays out clearly what I consider to be the correct analysis of the complaint and the company's actions. I concur with the conclusion of this letter and note particularly that it states, "I can find no customer service failings on their part (*the company*) in dealing with your complaint."
14. Regarding the second person living at the property. The customer registered the property as having two people resident. This is evidenced by the company and accepted by the customer. The customer states that her daughter, however, was not actually resided but was only using her utility bill to show that she was resident in the UK for the purposes of maintaining a bank account whilst she was outside the country. I make no comment on the legitimacy of the customer's actions in this regard, only to note that the company can only be expected to act upon the information that it has been given and has accepted in good faith.
15. The customer is unhappy at the length of time taken by the company to resolve her complaint. The particular dates and events during the history of this matter are numerous and are known to both parties, I do not intend to rehearse them here. I have carefully considered all the evidence that I have seen and conclude that the company has not failed to act in a reasonable way regarding the complaint made by the customer. I take into account that the company did repair private pipework at the customer's former Property. There is no statutory duty upon the company to carry out such a repair. The fact that the company did carry out this repair illustrates to me an act of goodwill towards the customer. The customer cites the contents of the "RST

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Water Decision Form” to show that the company offered this option and should not take credit for its actions in this regard. I am not persuaded that this is fair, the company did offer the customer an option that it didn’t have any obligation to fulfill and it did so at its own expense and to the advantage of the customer who was saved the cost of maintaining her own pipework.

16. I note here, for clarity, that the fact that the company does not accept the customer’s assertions after it has investigated adequately her allegations is not the same as a failure to address the complaint. With regard to overall service, I find no fault on the part of the company.
17. Regarding the debt collection actions taken by the company. I find that there is nothing in legislation or otherwise that obliges the company not to pursue a debt while it is being disputed. The company may hold action if it wishes, but it is not obliged to do so. There is nothing in the evidence that gives rise to the conclusion that the company acted in any way differently than other service providers in the nature of its debt collection process. I understand that the customer saw the letters as threatening, and this is unfortunate, however, I do not find that this was the intended effect of the company in writing the letters.
18. I understand that the customer will be disappointed by the outcome of this complaint. However, I must make my findings based on the evidence presented and the legal obligations drawn up in statute that bind the company. There is no disrespect of her perception of what happened intended in this decision and I appreciate the time and effort it has taken the customer to pursue what I understand are her sincere convictions regarding her rights as a customer.
19. On balance, I do not find that the customer has shown that the company failed to provide its services to the customer to the standard to be reasonably expected by the average person. This application fails.

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 09 September 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 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.
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A handwritten signature in cursive script, reading "J J Higgins", is displayed on a light green rectangular background.

J J Higgins, Barrister, ACI Arb.

Adjudicator

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