

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1329

Date of Decision: 29 July 2019

#### Complaint

The customer believes that he should not have to pay for any water service charges during the extended periods when he was away from his property. The customer explains that he has been travelling abroad for approximately a year between 2017 and 2019 (with occasional returns to the U.K.) and his internal stop-valve was closed whilst he was away. The company has explained that the customer is on a rateable value fixed charge and therefore water service charges will apply even if water is not being used. The customer also claims that the company has charged him incorrectly as a 'double-occupant' when he should have been classified as a 'single-occupant'. The customer claims that, over the telephone, the company previously agreed to provide him with a refund. However, when he called subsequently to confirm this, the company disputed that such an agreement had ever been made. The customer is displeased with this position and is now claiming for the company to provide an apology, an explanation regarding its telephone recording policy, a cancellation of the charges he is disputing and compensation in the sum of £1402.53.

#### Defence

The company does not accept that it is liable to provide the redress claimed by the customer. The company understands that the customer is unhappy because he believes that he should not have to pay for his water service charges whilst he was travelling abroad (between 2017 and 2019). The company explains that it has correctly implemented the water regulator's (OFWAT) guidelines in relation to this issue. The guidelines clearly state rateable value fixed charges are fully payable by customers with vacant properties (unless the vacant property is kept unfurnished and the customer duly informs the company of this). As the customer was travelling abroad and returned occasionally to the U.K., his property was not left unfurnished. Furthermore, the company states that its records show the customer did not contact it in 2017 to inform it of his extended travel plans. Therefore, it could not provide any advice or explanations regarding his liability for water charges. The company notes that the customer is also disputing his charge basis and that he believes that he is being charged 'double'. The company explains that

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this is not the case and the customer has simply been charged correctly based on the rateable value of his property. In light of all the above, the company states that the customer has been correctly charged for his water services.

#### Findings

Under the circumstances, I am not satisfied that there have been any material oversights on the part of the company. Consequently, in the absence of any 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. The customer is not obliged to accept this decision and is free to continue pursuing his complaint through all other resolution avenues as available to him.

The customer must reply by 26 August 2019 to accept or reject this decision.

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- The customer is now claiming for the company to provide an apology, an explanation regarding its telephone recording policy, a cancellation of the charges he is disputing and compensation in the sum of £1402.53.

**The company's response is that:**

- It does not accept any liability to the customer.
- The company understands that the customer is unhappy because he believes that he should not have to pay for his water service charges whilst he was travelling abroad (between 2017 and 2019).
- The company explains that it has correctly implemented the water regulator's (OFWAT) guidance in relation to this issue. The guidance clearly states that rateable value fixed charges are fully payable by customers with vacant properties (unless the property is kept unfurnished and the customer duly informs the company of this).
- As the customer was travelling abroad and returned occasionally to the U.K., his property was not left unfurnished.
- Furthermore, the company states that its records show the customer did not contact it in 2017 to inform it of his extended travel plans. Therefore, it could not provide any advice or explanations regarding his liability for water charges.
- The company notes that the customer is also disputing his charge basis and that he believes he is being charged 'double'. The company explains that this is not the case and the customer has simply been charged correctly based on the rateable value of his property.
- In light of all the above, the company confirms that the customer has been correctly charged for his water services.
- The company states that, in light of all the above, it does not accept 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.

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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 he believes he should not have to pay for any water service charges during the extended periods when he was away from his property. The customer explains that he was abroad for approximately a year (between 2017 and 2019) and his internal stop-valve was closed whilst he was away. The company has explained that the customer is on a rateable value fixed charge and therefore water service charges will apply even if water is not being used. The customer also claims that the company has charged him incorrectly as a 'double-occupant' when he should have been classified as a 'single-occupant'. The customer claims that, over the telephone, the company previously agreed to provide him with a refund. However, when he called subsequently to confirm this, the company disputed that such an agreement had ever been made. The customer referred his complaint to CCWater, who, after the completion of its process, ultimately concluded that it was not in a position to challenge the company further. The customer is displeased with this position and is now claiming for the company to provide an apology, an explanation regarding its telephone recording policy, a cancellation of the charges he is disputing and compensation in the sum of £1402.53.
2. I draw attention to the fact 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. At this stage, I believe that it may be important to highlight that my powers as a WATRS adjudicator are limited (as detailed in the scheme rules). Specifically, I should make it clear that it is beyond my remit to challenge or change the company's set scheme of charges or OFWAT's set guidelines.

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4. Following careful examination of all the submissions available to me at the time of adjudication, I find no evidence that proves the company is obliged to stop charging the customer for water services if he is away from his property and shuts off his internal stopcock. To the contrary, I find that the company's set scheme of charges (supported by OFWAT's set guidelines) make it expressly clear that customers are still liable to pay for water service charges even if the property is vacant (unless the property is left unfurnished and the company is informed of this vacancy period). I must make clear that, based on the submissions provided, I find no evidence (such as photographs or telephone transcription logs) that proves the customer's property was left unfurnished or that he contacted the company before going abroad to inform it of his extended absence.
5. In the interests of completeness, I draw attention to the fact that under section 142 of the Water Industry Act 1991, the company is entitled to set its own scheme of charges and charge its customers in accordance with that scheme of charges. Therefore, I am not satisfied that the company has failed to provide its services to the standard to be reasonably expected by the average person by setting its own scheme of charges and charging the customer accordingly. Further, it is entirely beyond the scope of this scheme to examine/review any issues relating to the fairness/appropriateness of the company's set contract terms and/or commercial practices (WATRS rule 3.5).
6. I note that the customer appears to raise a complaint about the company's commercial business practices/policies relating to its recording/storage of customer telephone calls. I must draw attention to the fact that it is entirely beyond the scope of this scheme to review/amend any element of the company's commercial business practices (WATRS rule 3.5). Accordingly, I am unable to address this particular issue. However, in any event, with regards to the customer's claim for an explanation relating to the company's call recording policy, I am mindful that the company has provided an explanation of its customer call recording policy as part of its defence. Accordingly, as this element of claim has already been addressed by the company, I will not refer to this matter any further.

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7. Turning to the customer's claim that the company has charged him incorrectly as a 'double-occupant' when he should have been classified as a 'single-occupant'. After close examination of all the evidence submitted by the respective parties, I find that I am unable to objectively verify that the company has incorrectly charged the customer in the manner asserted. Accordingly, in the absence of any substantive evidence to prove the customer's assertion that he has been incorrectly charged by the company, I am unable to uphold this element of claim.
8. I am mindful the customer has claimed that, over the telephone, the company had agreed to provide him with a refund. However, when he called subsequently to confirm this, the company disputed that such an agreement had ever been made. Upon review of all the documents provided, I find no evidence (such as a telephone recording or call log) that would enable me to objectively conclude the company had ever agreed to provide the customer with a refund as alleged. Consequently, I am unable to uphold this element of claim.
9. In summary, I am not satisfied that any material failures on the part of the company to provide its services to the standard to be reasonably expected by the average person have been objectively substantiated. Consequently, in the absence of any established failures on the part of the company, I find that I am unable to uphold the customer's claims for redress. I acknowledge that this conclusion is also in line with the final outcome of CCWater's investigation.
10. This concludes the WATRS stage of the customer's complaint. I remind the parties that the customer is not obliged to accept this decision and is free to continue pursuing his complaint through all other resolution avenues as available to him.

#### **Outcome**

The company does not need to take any further action. The customer is not obliged to accept this decision and is free to continue pursuing his complaint through all other resolution avenues as available to him.

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## **What happens next?**

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 26 August 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.



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

**Adjudicator**

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