

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1501

Date of Decision: 16 July 2019

#### Complaint

The customer's claim is the company wrongfully charged water and sewage charges between 16 June 2017 and 5 July 2018, as the tenancy agreement between the customer and its landlord states the landlord would be liable for these charges. The customer is seeking the company to bill the landlord the outstanding charges totalling £1,548.76.

#### Defence

The company submits that under its charges scheme the occupier of the property is liable for the water and sewage charges. The customer's landlord contacted the company on 16 June 2017 informing them the customer had taken occupancy of the property. The company can only bill a third party such as the landlord where there is an express agreement between the third party and the company, which in this instance there was not. Furthermore, even if the company wished to bill the landlord the company would be unable to as the landlord's company no longer exists as it has been dissolved. Accordingly, the customer is liable for the outstanding charges. The company has not made any further offers of settlement.

#### Findings

I am satisfied the evidence points to the fact the company did not fail to provide its services to the customer to the standard to be reasonably expected regarding the water and sewage charges. Furthermore, I am satisfied there have been no failings with regard to customer service as I find the company has provided a good level of service at all times throughout its dialogue with the customer.

#### Outcome

The company needs to take no further action.

- The customer must reply by 13 August 2019 to accept or reject this decision.

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# ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /1501

Date of Decision: 16 July 2019

## Party Details

Customer: [ ]

Company: [ ]

## Case Outline

### **The customer's complaint is that:**

- The company wrongfully charged water and sewages charges between 16 June 2017 and 5 July 2018, as the tenancy agreement between the customer and its landlord states the landlord would be liable for these charges.
- Accordingly, the company should have billed the customer's landlord, not the customer.
- The customer is seeking the company to bill the landlord the outstanding charges totalling £1,548.76.

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

- Under its charges scheme the occupier of the property is liable for the water and sewages charges.
- The customer's landlord contacted the company on 16 June 2017 informing them the customer had taken occupancy of the property.
- The company can only bill a third party such as the landlord where there is an express agreement between the third party and the company, which in this instance there was not. Furthermore, even if the company wished to bill the landlord it would be unable to do so as the landlord's company has been dissolved.
- Accordingly, as the customer was the occupier of the property, the customer is liable for the outstanding charges.

## How is a WATRS decision reached?

In reaching my decision, I have considered two key issues. These are:

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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 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 I have not considered it in reaching my decision.

### How was this decision reached?

1. The dispute centres on whether the company incorrectly charged the customer water and sewages charges between 16 June 2017 and 5 July 2018. The company is required to meet the standards set out in the Water Industry Act 1991.
2. Furthermore, the company also has certain obligations in respect of its customer services as set out in OFWAT Guaranteed Standards Scheme (GSS) and the company's own Customer Guarantee Scheme (CGS).
3. From the evidence put forward by the customer and the company, I understand the customer on 17 June 2016 took out a tenancy agreement for [                      ]. I also understand from the CCWater documents that both the customer and the landlord, whilst separate legal entities, had the same board of directors. The tenancy agreement clearly states the landlord, Greenway Ltd, would be responsible for the water and sewage charges. On 16 June 2017, the customer's landlord contacted the company informing them the customer had taken occupancy of the property. On 10 October 2017, the company issued a bill for £28.91 to the customer. This bill was paid via the company's automated telephone payment line. A further bill was issued on 28 March 2018 for £3,785.61. However, no funds were received and, having sent various disconnection correspondence, the company disconnected the water supply on 5 July 2018 with a final bill of £4,286.81 outstanding. At some point after 10 October 2017 the customer moved addresses and on 19 March 2019, the company contacted the customer at their new address

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after finding the details via the customer's website. The customer disputed the outstanding sum, firstly, as under their tenancy agreement the water and sewage charges were the landlord's responsibility and secondly, they were one small office in a group of six company's occupying the landlord's property. After the matter had progressed to CCWater the company revised the outstanding sum to £1,548.76 which reflected the fact the customer was one office out of a group of six. However, the customer still disputed it was liable for this sum and on 28 May 2019 started the WATRS adjudication process.

4. With regard to the customer's comments that it is not liable for the water and sewage charges as under its tenancy agreement the landlord is responsible for the water and sewage charges. Whilst I sympathise with the customer's view, the tenancy agreement between the customer and the landlord is a private contractual matter and does not alter the fact the occupier of the property is responsible for the water and sewage charges. As evidenced by the company's Scheme of Charges water and sewage charges are payable by the occupier of the property whether or not such charges are actually used. The evidence shows the company was informed on 16 June 2017 the customer was now occupying the property for water and sewage purposes. From this date the company addressed all the bills and correspondence to the customer at its registered office. The customer states it didn't ever receive any bills and the first bill would have been paid by its landlord as it has never paid any water and sewage charges. However, neither party has provided evidence regarding who paid the charges before October 2018. Whoever paid the March 2018 bill must have received the bill as to know to make payment and all other bills and correspondence up until March 2019 were sent to the same address. On analysis of the evidence provided, I find that as the company was expressly notified the customer was occupying the property and therefore the company was entitled to bill the customer for water and sewage charges between 16 June 2017 and 5 July 2018. It matters not, that it was a representative of the landlord or any other third party who informed the company of the customer occupying the property. Furthermore, the company can only bill a third party such as the landlord where there is an express agreement between the third party and the company, which in this instance the evidence shows there was not. I note that during discussions with CCWater the outstanding sum was reduced from £4,286.81 to £1,548.76 which reflected the fact the customer was one office out of a group of six and I am satisfied this is fair and reasonable in the circumstances. In light of the above, and after careful review of all the evidence, I am satisfied with the company's position that without receiving any express instructions from the landlord regarding taking responsibility for the water and sewage charges it is the customer's responsibility to pay any outstanding charges as the occupier of the property is

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correct. Accordingly, I find the customer's claim to have outstanding charges billed to the landlord fails.

5. The company has certain obligations in respect of its customer services. From the evidence provided I am satisfied that by the end of the company's dialogue with the customer, the company had adequately explained the reasons behind why it could not bill the landlord the outstanding charges.
6. In light of the above, I find the customer has not proven the company failed to provide its services to the customer to the standard to be reasonably expected by the average person with regard to the water and sewage charges. Furthermore, I am satisfied there have been no failings with regard to customer service as the company has provided a good level of service throughout its dialogue with the customer.

#### **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 13 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 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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**Mark Ledger FCI Arb  
Adjudicator**

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