

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1895 – Sewerage - Accuracy

Date of Decision: 7 April 2020

Complaint

The customer's claim is that he was never told in 2009 how to obtain a higher non-return to sewer allowance (or that he might be entitled to this). The customer submits that both Severn Trent Water and Welsh Water were aware that he was operating a working farm and therefore it would have been apparent to them that he had a higher non-return to sewer water usage than residential properties. The customer therefore asserts that Severn Trent and Welsh Water have failed in their obligations to him. The customer submits that he raised his issues with both Severn Trent Water and Welsh Water in 2011 and was advised to install a sub-meter to address this issue. The customer submits that he is displeased with the actions of Severn Trent Water and Welsh Water regarding this matter. The customer indicates that it is now the company's (Water Plus) responsibility to answer for the failures of Severn Trent Water and Welsh Water even if these complaints relate to matters occurring prior to the company's appointment. The customer submits that he has also experienced continuous issues with billing and has had to raise queries/complaints regarding this non-return sewer allowance both in late 2011 and between 2017 and 2019 (in order to obtain the appropriate reductions). The customer is now seeking for "*appropriate credits to be issued in respect of overpayment of invoices between 2009 and 2011; and applied to Mr Gunter's account in respect of his actual non-return to sewer readings from March 2019 and going forward*".

Defence

The company accepts that there has been a delay in applying the appropriate allowance to the customer. However, it ensured that the account was placed on hold whilst this matter was being investigated. The company confirms that the customer has now had all the correct allowances added onto their account and has been compensated for the delays experienced. 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). As stated above, the company accepts that there have been some service failings on its part, and in recognition of this, it has applied a goodwill gesture of £300.00 (with a further

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£20.00 for failing to respond to an e-mail). The company confirms that there was no lasting material impact from these failings. Accordingly, the company believes that its £320.00 compensation payment was fair and reasonable under the circumstances. In light of the above, the company does not accept any further liability for the customer's redress claims.

Findings

The company has demonstrated that it appropriately carried out its obligations in its capacity as the customer's water retailer and appropriately addressed any 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 7 May 2020 to accept or reject this decision.

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ADJUDICATOR'S DECISION

Adjudication Reference: WAT/WP/1895

Date of Decision: 7 April 2020

Party Details

Customer: Customer

Company: XWater

Case Outline

The customer's complaint is that:

- The customer is concerned that he was never told in 2009 how to obtain a higher non-return to sewer allowance (or that he might be entitled to this). The customer submits that both Severn Trent Water and Welsh Water were aware that he was operating a working farm and therefore it would have been apparent to them that he had a higher non-return to sewer water usage than residential properties. The customer submits that this meant he was denied the opportunity to reduce his bills from the period of 2009 to 2011.
- The customer asserts that Severn Trent and Welsh Water have failed in their obligations to him.
- The customer submits that he raised his issues with both Severn Trent Water and Welsh Water in 2011 and was advised to install a sub-meter. The customer states that he is displeased with the actions of Severn Trent Water and Welsh Water regarding this matter.
- The customer asserts it is currently the company's (Water Plus) responsibility to answer for the failures of Severn Trent Water and Welsh Water even if the complaints relate to matters occurring prior to the company's appointment.
- The customer submits that he has also experienced continuous issues with billing and has had to raise queries/complaints regarding this non-return sewer allowance both in late 2011 and between 2017 and 2019 (in order to obtain the appropriate reductions).
- The customer explains that CCW rejected his complaint and advised that he may have had a better chance of a successful outcome had he contacted Severn Trent Water or Welsh Water at

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an earlier point. CCW concluded that it was not in a position to challenge Water Plus regarding the customer's complaints on this matter. The customer does not agree that this is correct.

- The customer is unhappy with this position and is now seeking for *“appropriate credits to be issued in respect of overpayment of invoices between 2009 and 2011; and applied to [personal information removed] in respect of his actual non-return to sewer readings from March 2019 and going forward”*.

The company's response is that:

- The company does not accept the customer's claims for redress.
- It accepts that there has been a delay in applying the appropriate allowance to the customer. However, it ensured that the account was placed on hold whilst this matter was being investigated.
- The company confirms that the customer has now had all the correct allowances added onto their account and has been compensated for the delays experienced.
- 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).
- As stated above, the company accepts that there have been service failings on its part, and in recognition of this, it has applied a goodwill gesture of £300.00 (with a further £20.00 for failing to respond to an e-mail). The company states that there was no lasting material impact from these failings and these did not influence the outcome for the customer. Accordingly, the company believes that its £320.00 compensation payment was fair and reasonable under the circumstances.
- In light of the above, the company does not accept any further liability for the customer's redress claims.

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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 his core complaints relate to allegations of unsatisfactory service received from his wholesalers, Severn Trent Water and Welsh Water (in connection with non-return to sewer allowances). The customer indicates that it is currently the company's (Water Plus) obligation to answer for the failures of Severn Trent Water and Welsh Water even if the complaints relate to matters occurring prior to the company's appointment. The customer submits that he has also experienced continuous issues with billing and has had to raise queries/complaints regarding this non-return sewer allowance both in late 2011 and between 2017 and 2019 (in order to obtain the appropriate reductions). The customer explains that CCW rejected his complaint and advised that it was not in a position to challenge Water Plus regarding the customer's complaints on this matter. The customer does not agree that this is correct and is now seeking for "*appropriate credits to be issued in respect of overpayment of invoices between 2009 and 2011; and applied to [personal information removed] account in respect of his actual non-return to sewer readings from March 2019 and going forward*".

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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. 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. I am only able to base my decision on the submissions available at the time of adjudication.
3. I am mindful that the customer's core complaint is that he has received unsatisfactory service from his wholesalers, Severn Trent Water and Welsh Water (in connection with non-return to sewer allowances). 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.
4. For the avoidance of doubt, the company is not liable for the actions of third-parties who are not a party to this dispute. Nor is the company liable to answer for the actions of its predecessors (such as Severn Trent Water/Welsh Water).
5. Whilst it is clear from the above that I am unable to consider any concerns regarding the wholesalers' historical service actions (such as its actions/decisions regarding the customer's non-return to sewer allowances), I am able to look at whether the service provided by the company (Water Plus Limited) has met the standard to be reasonably expected (of a water retailer) by the average person. I will proceed accordingly.
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 wholesalers on the customer's behalf and appropriately conveyed his concerns. However, the wholesalers ultimately declined

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to depart from its position. The company then conveyed the wholesalers' position to the customer. Accordingly, under the circumstances, I am satisfied that the company acted appropriately to pursue the wholesalers in relation to the customer's complaint and appropriately explained its position to the customer. I also note that the company appropriately explained to the customer its limitations as a water retailer and that it cannot control the decisions/actions of the water wholesalers (or be held responsible for the wholesalers' decisions/actions).

7. Notwithstanding the above, I note the company accepts that there have been some service shortcomings on its part and has highlighted some details relating to these shortcomings. Accordingly, I am satisfied that there have been service shortfalls on the part of the company. Under the circumstances, bearing in mind the nature and extent of these established failures, I am satisfied that the company's provision of compensation in the amounts of £300.00 and £20.00 (in recognition of its oversights) was fair, reasonable and proportionate. Accordingly, I am satisfied that these matters have already been appropriately addressed by the company. Based on the available information, I am unable to objectively conclude that any material service issues (such as application of appropriate allowances) remain unresolved at this time.
8. Therefore, in light of all the above, I am not 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 7 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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