

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-4128

Date of Decision: 04/12/2020

Complaint

The customer has a dispute with the company about its refusal to extend a backdated waste water discount beyond its current cut-off date of April 2014. The customer claims that despite ongoing discussions with the company and the involvement of CCWater the dispute is unresolved and therefore he has brought his claim to the WATRS scheme and asks the company to extend the discount back to 2003 when he first took possession of the property.

Response

The company states that it is not responsible for granting waste water discounts, as this responsibility rests with the waste water service provider. The company says it only issues bills on behalf of the service provider and has no authority to grant an extension to an existing discount period. The company has not made any offer of settlement to the customer, and is not able to agree to the customer's request.

Findings

I am satisfied the company acted reasonably in its dealings with the customer, and that the company is not responsible for giving an extension to the period of the discount granted by the waste water service provider. I am satisfied the company made reasonable efforts to have the service provider grant the initial discount. Overall, I find that the company has not failed to provide its services to a reasonable level nor has failed to manage the customer's account to the level to be reasonably expected by the average person.

Outcome

The company does not need to take further action.

The customer must reply by 05/01/2021 to accept or reject this decision.

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Adjudication Reference: WAT-4128

Date of Decision: 04/12/2020

Party Details

Company: Affinity Water

Case Outline

The customer's complaint is that:

1. • The customer says he has experienced an ongoing dispute with the company about problems with billing on his account in respect of surface water drainage charges. Despite the customer's regular communications with the company, and the involvement of CCWater, the dispute has not been settled. • The customer says that he is the permanent carer for his wife who is registered as a person with severe mental impairment. • The customer says that on 28 June 2020 he contacted the company to raise a complaint in respect of two issues, --- (i) the installation of a water meter at his property in September 2017 and (ii) discounts not being applied to the waste water element of his bills. • The customer says that when the water supply was restarted following the installation of the water meter the resultant surge caused damage to his ground floor toilet. The customer claims a company engineer visited the property on 03 October 2017 but refused to accept responsibility for the damage to the toilet. The customer acknowledges that he organised at his own expense for a private contractor to repair the toilet. • Regarding the complaint about discounts, the customer says that both he and his neighbour have water butts and surface water soakaways in their respective gardens. The customer claims that his neighbour had told him that he receives a discount on his waste water bill because of the water butt and soakaway. The customer says he does not get a similar discount and in his e-mail to the company of 28 June 2020 he requested an explanation of the apparent different treatment. The customer questioned whether the company was in Breach of the Equalities Act, 2010. • The customer says that he received a response form the company on 03 July 2020 and replied to it on 05 July 2020. The customer notes that the company advised him that all information concerning discounts can be found on his water bills, but he claims he cannot find any such information. He claims the information is hidden and not shown in a clear and transparent manner. • The customer claims that following a further exchange of communications he was

formally advised by the company in its e-mail dated 17 September 2020 that it had received confirmation from the waste water service provider that it does not and never has provided discounts for water butts. • The customer also acknowledges that the company e-mail of 17 September 2020 advised him that the company had requested the waste water service provider to grant a discount for his soakaway, and that the request has been approved and backdated to 01 April 2014 in accordance with the provider's policy. • Unhappy with the position of the company from the outset, the customer had, on 28 July 2020, raised his complaint to CCWater, who took up the issues with the company on his behalf. The customer records that CCWater contacted the company and requested more detailed information from it. • The customer acknowledges that CCWater later, on 19 September 2020, informed him that it had received assurances from the company that it had approached the waste water service provider to request it applied suitable discounts to the customer's bills. CCWater also noted that the company had secured a soakaway allowance backdated for the full six years permitted under its policy, had confirmed no discounts are applied for water butts, and confirmed its belief the Equality Act had not been breached. CCWater closed the customer's case file. • The customer says that despite the intervention of CCWater, the dispute is ongoing because he requests the discount be extended back to the date when he first took occupation of his property. The customer remains dissatisfied with the response of the company and has, on 07 October 2020, referred the matter to the WATRS Scheme where he requests the company backdate the waste water discount to the date he first occupied the property.

The company's response is that:

1. • The company provided its Response paper to the claim on 03 November 2020. • The company confirms that it was contacted by the customer on 28 June 2020 to advise that he had an outstanding issue from 2017 and he believed he was eligible for a waste water discount. • The company makes clear in its response that waste water services are provided to the customer by a separate company, Thames Water Ltd, and that it does not set charges, reduce charges, or grant abatement (discounts). • Therefore, the company says the granting of an abatement is an issue for Thames Water, and because of this it is unable to comment on any potential breach of the Equalities Act. • The company says it is the same situation in regard to water butts, and it is unable to comment on the policy of not granting abatements for them. • However, the company says it contacted Thames Water on behalf of the customer and its efforts resulted in Thames applying a discount to the customer's account for waste water backdated for six years to 2014. • The company says, as it sends out bills for waste water on behalf of Thames Water it has investigated the customer's claim that information on discounts is not clear and transparent. • The company says it has since 2003 sent a booklet of information on billing with every bill issued, and its records show that the customer

has been receiving such booklets with his bills since 2003. • The company notes that the same information is also found on all bills issued since 2018 under the section called “Fixed Charges”. The company also confirms that information on discounts can be found on its website in the section entitled “My Water”. • Regarding the damage to the toilet sustained in 2017, the company confirms that its engineer attended the customer’s property on 03 October 2017 to witness the damage and a £100.00 gesture of goodwill was credited to customer’s account to assist towards the repair cost and for any distress caused. • The company confirms that it received no further communication from the customer on the issue until his e-mail of 28 June 2020. The company says because of the long time that has elapsed it has no record of the incident or its cause, and it cannot identify any remedy sought by the customer in his WATRS application. • In summary, the company believes it has acted to take all possible measures to assist the customer, having successfully approached Thames Water and secured a backdated discount. The company states that it fulfilled its obligations to the customer as the issuer of his combined water bill, but it cannot force Thames Water to alter its position in respect of discounts. The company has not made a settlement offer and says it cannot apply the discount back to 2003 as requested by the customer.

How is a WATRS decision reached?

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

- Whether the company failed to provide its services to the customer to the standard to be reasonably expected by the average person.
- 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.

Customer: Mr Alec J Roberts

How was this decision reached?

1. The dispute relates to the customer’s dissatisfaction that he has not received a

waste water discount backdated to 2003, being when he first occupied his property. The customer says that despite ongoing discussions with the company it refuses to extend the discount beyond the current cut-off date of 01 April 2014.

2. I note that the WATRS adjudication scheme is an evidence-based process and it is for the customer to show that the company has not provided its services to the standard that would reasonably be expected of it.

3. I am aware that both the clean water and waste water service providers are referred to in the claim made by the customer. The clean water provider is Affinity Water Ltd and the waste water service provider is Thames Water Ltd. In this WATRS adjudication decision, Affinity Water Ltd is defined as the “company”.

4. I can see from the evidence supplied to me that the company issues bills on behalf of Thames Water for the waste water service. The company does not set tariffs nor grant rebates, discounts, or allowances, and is obliged in its customer facing role to manage administrative dealings in respect of billing, and provide customer services.

5. I can see from the documents supplied to me by the parties and CCWater that the customer has raised two issues in his initial complaint to the company, submitted via e-mail on 28 June 2020. The first issue is regarding a toilet at the property purportedly damaged in 2017 when a water meter was installed. Secondly, the customer has raised the matter of receiving a discount on the waste water element of his bill.

6. From my examination of the customer’s completed WATRS application form I am satisfied that the customer is not seeking any remedy in respect of the damaged toilet. Thus, I shall not consider that issue in my decision.

7. I can see, again from the application form, that in respect of the second issue the customer requests his waste water rebate be extended back from 01 April 2014 to 2003, when he first moved into his property. Although this case is not against Thames Water, I will briefly note, to assist the customer, that under the Water Industry Act 1991 the service supplier is only obliged to grant discounts back to the beginning of the current billing year. Thames Water has made a gesture of goodwill in backdating the discount to 01 April 2014.

8. As noted above, the company merely issues bills on behalf of Thames Water. It has no power to issue discounts in respect of waste water charges, and cannot extend the current discount beyond the date set by Thames Water. I am unable to direct the company to extend the discount as requested by the customer.

9. However, I will comment on the customer’s claim that information on discounts is hidden and not transparent on his bills or on the company website. I have examined the evidence provided by the company and have referred to its website.

10. I am satisfied that the information contained in the information booklets, and on the water bill, is reasonably detailed and informative and readily identifiable. Similarly, my visit to the company website shows that information on surface water

and waste water discounts is clearly identifiable and is not “hidden” in any way.

11. After looking closely at the evidence, I am satisfied that the company has fulfilled its obligations to the customer to a reasonable level. Upon receiving his original complaint in June 2020, it referred the problem to Thames Water and obtained a discount on behalf of the customer.

12. I am satisfied, on balance, that the company has acted reasonably on behalf of the customer in its dealings with Thames Water. As the customer’s complaint is against the company and not Thames Water Ltd, I am not able to direct that the customer receives the waste water discount backdated to 2003 as he has claimed.

13. My conclusion on the main issues is that the company has not failed to provide its services to a standard to be reasonably expected by the average person.

Preliminary Decision

- The Preliminary Decision was issued to the parties on 25 November 2020.
- The customer has submitted comments on the Preliminary Decision on 30 November 2020, but has not raised matters that affect the decision and so those comments will not be specifically addressed.

Outcome

1. The company does not need to take further action.

What happens next?

This adjudication decision is final and cannot be appealed or amended.

The customer must reply within 20 working days to accept or reject this final 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.

Peter Sansom
Adjudicator