

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-XX26

Date of Decision: 18/11/2020

Complaint

The customer complains that the company has marked his credit file with a claim for outstanding sums from 2014 at an address that he left in January 2015. He discovered this when he was unable to obtain rented accommodation in 2020. He says that the company's records are wrong and he paid off the outstanding balance to the company before he left the address and he cannot reasonably be expected to be able to produce proof of payment many years later. He asks for a direction that he shall not be responsible for the payment and his credit file should be altered accordingly.

Response

The company says that the sums are due and were not repaid in 2014. It argues that it is entitled to seek payment from the customer and to enter an adverse marker on his credit file because the sums are unpaid.

Findings

I find that an average customer would expect the company to claim payments that were due to it. As the customer did not keep records of the payments he believes he made in 2014/2015 and did not tell the company that he was leaving or settle a final account, there is no documentary evidence that he made the payments in question and the company's documentary record shows no payments after April 2014. An average customer would not expect the company to waive the debt in these circumstances and enforcement action would reasonably be expected. The customer has not shown that the company failed to meet the expected standard.

Outcome

The company does not need to take any further action.

The customer must reply by 16/12/2020 to accept or reject this decision.

ADJUDICATOR'S DECISION

Adjudication Reference: WAT-XX26

Date of Decision: 18/11/2020

Party Details

Company:

Case Outline

The customer's complaint is that:

1. • He moved out of his property in 2014 following a court decision. The property was occupied by his ex-partner. • The customer says that he contacted all relevant utility providers and informed him of his 'end' date, settling all outstanding debts five days before leaving. This included payments to the company. The customer says that final payments were made in cash and via a (payment) booklet. • In 2020, the customer made an application to rent another property, but he failed a credit application. Upon further investigation he found that the company had entered adverse markers on his credit file. The company alleged that the customer had an outstanding balance of £543.00 in relation to his former property. • The customer has been through the company's complaints process and indicates that the actions it has taken are incorrect. He does not believe that he owes the company any money. • The customer would like the company to remove the negative marks on his credit file. He would also like the outstanding balance reduced to £0.00

The company's response is that:

1. • It received no notification that the customer had moved out of the property. As a result, the company began its debt recovery process against him because payment had not been received. • The company says that on 21 February 2014, a payment booklet had been issued and the customer agreed a payment plan under which he should be paying £15.00 per month. • The company says that two payments should have been made in March 2014, one on 10 March and one on 24 March 2014. These payments were not made until 3 April 2014 and 17 April 2014. Thereafter, the company says that no payments were received for the month of April 2014 and the payment plan was cancelled on 10 May 2014. • The company wrote to the customer on a number of occasions to attempt to set up a new payment plan. It used a tracing tool called "Retriever" to try to find him. However,

the company received no contact from the customer until 2020. • The company advises that the current outstanding balance is £263.00 and the negative credit markers will not be removed.

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:

How was this decision reached?

1. The parties have not made comments in response to the Preliminary Decision.
2. The documents submitted by the parties and by the Consumer Council for Water (CCWater) show that the following occurred.
 - a. Before January 2015, the customer occupied the property in The customer alone was named as the customer at, although the bills were addressed to b. There had been difficulties with making payment of the bills raised by the company and in 2012, the customer paid off a sum of over £200.00 to stop debt recovery proceedings. By 2014 there were arrears with payment for water and the customer agreed a payment arrangement with the company in February 2014 and had received a payment book.
 - c. The last date the company has a record of payment is on 17 April 2014, when £15.00 was paid.
 - d. On 6 November 2014, the company sent an invoice to the customer for the outstanding water charges. This, like the bills before, was sent to the customer at and was for £232.51.

- e. The customer became involved in court proceedings and his ex-partner obtained an Occupation Order of on 5 January 2015. The customer left the property on 18 January 2015.
- f. He says that, five days before he left, he paid off the entirety of the arrears but he has no evidence or receipt. He says that it is unreasonable to expect that he will have records for this as it was so long ago. On 16 July 2020 he told the company that he had thrown the evidence away when he moved out of.
- g. The company continued to issue invoices in respect of the supply to. These were sent to the customer at, with the exception of a trace letter sent to an address in and two letters seeking payment on 14 May and 3 June 2020. The customer denies any connection with the property in. The customer and the company have disputed whether this correspondence was contrary to the requirements of the General Data Protection Regulation, but this dispute has not been raised in this adjudication. Further, even if it had been raised, I would have decided that this is an incorrect forum for deciding an issue to do with GDPR and outside the scope of this adjudication.
- h. In any event, in an email to the company dated 24 June 2020, the customer confirmed that he did not tell the company that he had left the premises. He said:
- i. The company visited in March 2017 and found that the customer was no longer resident. This led to the trace letter referred to above and to the later enforcement attempts, including the issue of a notice of default.
- j. In July 2020, the company served a default notice. This was served at the address at. This letter warned the customer that the default would stay on his credit file for 6 years.
- k. The default in due course was entered on the customer's credit file, and led to the customer being refused the opportunity to rent a property This has caused him particular hardship because his current residence is not considered suitable to receive visits from his children.
- l. Although the company has adjusted the debt from £543.00, having now received evidence from the customer that he had left in January 2015, a balance of, initially, £269.88, and now £263.00 is said to be outstanding. The customer asks for a direction that he should not be required to pay this amount and that his credit record should be adjusted.
3. I am mindful that an average customer would not ordinarily expect that a company would release a customer from a debt for which he was responsible for without good reason. Moreover, the company has submitted evidence, which I accept, that Condition E of the Company's licence imposes an obligation to ensure

that no undue preference or discrimination is shown to any customer, and as such, the company collects payments from and reports defaults in respect of all its customers. Accordingly, I find that the company is not able to treat this customer differently from how it would treat other customers in the same situation.

4. I also bear in mind that adjudication is an evidence-based process and that it is for the customer to show with supporting evidence that the company has fallen short of the standard that would reasonably be expected of it. While I accept the customer's submission that it is difficult for him to produce records of payments made in 2014, I find that an average customer would reasonably expect that a customer who had left a property and wanted to end their responsibility for the account would both notify the company that he had left and ensure that a final payment with the company was agreed and settled. The company explains to customers in its booklet "Core Customer Information" that it requires customers receiving measured water supplies to give the company notice that he was vacating the property at least 5 working days by telephone or 10 working days by letter to allow a water meter reading to be taken for a final invoice to be produced or it would accept his own meter reading. The booklet also explains that if a customer fails to give notice that they are vacating a property, they could remain responsible for the charges until the first of the following dates:

- a. 28 days after the Company has been notified: or
- b. The date when the meter would have normally been read next: or
- c. The date when the Company is notified by someone else that they have become the occupier.

5. Had the customer followed the guidance in this booklet, he would have been likely to have had a record of what had occurred and so would the company.

6. I find that the need for the customer to keep records of what had happened would also be reasonable in his situation, particularly as the customer says that payments, or some payments, were made in cash. I also find that the need to keep records would have been all the more apparent in this situation due to the customer previously having issues with debt two years earlier, and having to pay a large sum to stop debt enforcement action.

7. In the absence of an agreed final bill, the customer giving a contact address or any records showing that payment had been made of the outstanding balance, I find that the company were reasonable in recovering payments for the outstanding bill for for the period when the customer was thought to be living there.. Additionally, the lack of a forwarding address for the customer meant that the company was unable to confirm that the customer would receive the communications it sent at any stage before his credit file was marked. I find that the

company made reasonable efforts in trying to use addresses the customer was thought to be connected to in order to contact him and in using the Retriever service. I accept that this is why the default notice was sent to the property in question as his last known place of residence.

8. I find that nothing that has occurred in the customer's case is inconsistent with the information given to customers about the steps that it will take on the page of the booklet "CoreCustomer Information" headed "Whathappens if I don't pay the bill". Additionally, the company explains in its defence document that following discussions between the Information Commissioner's Office, water companies and OFWAT in 2010, approval was given to sharing data between water companies and Credit Reference Agencies, such as Experian. This is explained to customers in the company's data protection and privacy policy and reference to this policy is made on all invoices sent to customers and it is also set out on the page "What happens if I don't pay the bill?". I find that the company had therefore taken the steps that would reasonably be expected to alert its customers, including this customer, to its policy and practices if bills for water and sewerage charges were to remain unpaid.

9. Taking all these factors into account, I find that the customer has not proved that the company has failed to reach the standard to be reasonably expected. Therefore, although I recognise that the events in question have led to distress and inconvenience, it follows that I also find that the customer is not entitled to the remedies he has asked for.

Outcome

1. 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 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.

Claire Andrews
Adjudicator