WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X268

Date of Decision: 10/03/2021

Party Details

Customer: The Customer
Company: X Company

Complaint

The customer says that he has been overcharged during a period from March 2017 to May 2018 because two bills were raised, one of which covered the entire site and the other covered part of the site. There was thus duplication. The customer did not notice. On 1 May 2018, the customer gave back part of the site to its landlord. The retained part of the site had been assessed as band 12 but following a site visit by the wholesaler, it was regraded to band 11. The company has only permitted a back-payment to April 2019 rather than to 1 May 2018. The customer asks for a credit to be applied to the bill for the value that the customer has been overcharged since March 2017. The customer also asks for credits for all late payment charges that have been charged.

Response

The company argues that it has approached the wholesaler on behalf of the customer on four separate occasions and has credited the customer's account with amounts relating to the banding change from band 12 to band 11 for the retained part of the site. The wholesaler's policies permit backdating only to 1 April 2019, however. As a matter of goodwill it has re-credited the accounts with the late payment charges. The customer is not entitled to repayment of the amount paid in the preceding year.

Findings

The company has not supplied its services to the standard that would reasonably be expected. Although the company has referred the complaint to the wholesaler on at least four occasions, it has failed to carry out its liaison function effectively and has misunderstood the wholesaler's final response, which, properly interpreted, agrees that there was duplication. As for back-dating, the company was entitled to restrict

the rebate in accordance with the wholesaler's policies, but it has also contributed to the customer's failure to put forward the application in the previous financial year. The customer is entitled to repayment of the double charge and to two-thirds of the difference between the charges for bands 12 and 11 in the period 1 May 2018 to 1 April 2019.

Outcom

The company must credit the customer's account in the sum of £6,709.11.

The customer must reply by 07/04/2021 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

1. • The complaint relates to the amount that the company has charged for Surface Water Drainage. • The company has a standard 'charge list' for the amount it will charge for surface water drainage based on the area of the site. The company has overcharged by sending two separate invoices for the same site area. This goes back to March 2017. It was only a year or so later that the customer realised that this was happening. • The customer further complains that from 1 May 2018, when the site (which had previously been held in its entirety) was split and one half was surrendered to the landlord, the customer was charged for surface water in band 12. It was subsequently re-assessed as in band 11 and the customer has received a credit to 1 April 2019. The customer has had many conversations/emails with the company, but the company refuses to credit invoices as it states it cannot credit an invoice from a prior year. • Moreover, the company has blamed the wholesaler, their policies and their decisions. The customer complains that this is misplaced. The customer's business relationship is with the company and it is the company that raises the charges. The wholesaler is a third party in relation to the customer and the customer is not bound by the wholesaler's policies and practices. • The customer contacted the Consumer Council for Water (CCWater), but the company has said the same thing to CCWater. • The customer asks for a credit note applied to the bill for the value that the customer has been overcharged since March 2017. The customer would also like a credit note for all late payment charges that have been charged.

The company's response is that:

1. Double-billing • The customer has said repeatedly that he believes he was double-billed for drainage charges because these charges were raised simultaneously through both accounts (REDACTED) • The customer has explained that he believes that the drainage charges on one account reflect the drainage charges for the entire property. This has never been the case and both the company and the wholesaler confirmed this to the customer on multiple occasions. • The property is supplied by 2 different water meters. Each water meter supplies a certain section of the property. Each water meter has its own billing account. The drainage charges added to each account are in respect to the area occupied by a certain customer that benefits form a certain water meter. • Until 1

May 2018, the customer occupied the entire property and therefore, his organisation was responsible for the drainage charges of both sections of the property. These charges were billed through account (REDACTED) (for the area highlighted in yellow) and through account (REDACTED) (for the area that is not highlighted). Regarding the customer's opportunity to challenge the banding for account (REDACTED), the customer did not raise any queries regarding the property banding until late 2018. Given that he vacated this area of the property one month after the new financial year, any site area reassessments that would commence after 1 April 2018 would bring no changes to the historic drainage charges as all amendments would be capped to the beginning of a financial year when the customer would have no longer been the occupant. • The company closed account (REDACTED) on 29 July 2019. The closing date was backdated to 1 May 2018, in line with the customer's confirmation of when he vacated that section of the property. Any charges that were raised on the account that exceeded the date of 1 May 2018 have been cancelled. • Any payments that the customer made to the company for the charges that were cancelled have been refunded. A refund of £4,757.35 was issued on 14 August 2019 and the cheque was cashed on 29 August 2019. Backdating • The company became aware that the customer no longer occupied the entire site at X Location, when an application form for review of the drainage charges on accounts (REDACTED) was received on 27 November 2018.• It then became apparent that the company would not be able to do a site area reassessment for account (REDACTED) since this is no longer under the customer's management. • The company could not submit the customer'sinitial application to the wholesaler because the information listed on the application was contradictory. The customer stated on the application form that both sections of the property were of equal measurement. This measurement would have equated to band 15 for each. • Given that on account (REDACTED), the property was band 12, the company concluded that the customer had written the wrong measurements on the application, or each section of the site was bigger than was indicated in the company's records. • The customer corrected the site map and emailed it to the company on 21 June 2019. This had the consequence that the application was made in the next tax year. • The application was raised to the wholesaler on 4 July 2019. The wholesaler arranged for a site visit which remeasured the section of the property occupied by the customer. This revealed that the property banding should be lowered from band 12 to band 11. The amendments were backdated to 1 April 2019 in line with the wholesaler's site area policy. This policy states that any banding adjustments will be backdated to the beginning of the financial year in which the application is received. • The only way that the amendment could have been backdated any further back than 1 April 2019 would have been if the customer had submitted a correct and complete site plan before 18 March 2019. • The company has challenged the wholesaler four times regarding this aspect of the

policy but unfortunately, the wholesaler's decision was that the policy remains applicable. Late payment charges • In his WATRS application, the customer stated that he would also like a credit note for all late payment charges that he has been charged. With the exception of one late payment fee, all other late payment fees and DCA fees have been added to account (REDACTED)??. • The customer stopped all payments to the company once the dispute started, including payments for charges that were not under dispute.??? The company understands a refusal to pay while the customer was querying the banding on account (REDACTED). However, the site visit took place in July 2019 and by the end of that month, the banding had been confirmed as band 11 and all relevant changes have been made on his account. • The company even agreed to refund the credit on account (REDACTED), despite an outstanding balance on account (REDACTED). Even after this gesture, the customer still refused to pay the outstanding charges on account (REDACTED). • Although the company states that the late payment charges are due, it has, as a further goodwill gesture and in hopes of reconciliation, agreed to remove all late payment fees. The following fees have been removed: Account (REDACTED): o 1 x £180.00 DCA fee o 3 x £100.00 Late Payment Fee o 2 x £70.00 Late Payment Fee Account (REDACTED): o 1 x £100.00 Late Payment Fee • The company has removed the fees in the same manner that they were added to the accounts, according to its systems' functionality. This will not involve the creation of any credit notes. Compensation • The company also acknowledges various service failures and has applied a goodwill gesture of £140.00 for the following reasons: o No response sent to customer (£20.00 x 1 instance) o Responded outside SLA (£20.00 x 4 instances) o Wholesaler response not communicated to customer (£20.00 x 2 instance) • The service failures have not affected the outcome of the case nor did they contribute in any way to the customer's opportunity to take action. Case Conclusion • The company denies any further liability to 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.

The customer has explained, in response to my Preliminary Decision, that he accepts the proposed outcome. The company has not made any comments. The Final Decision takes this state of affairs into account.

How was this decision reached?

1. Preliminary matters

1. Although I note that the customer argues that he cannot be bound by the wholesaler's policies, I find that the customer is affected by those policies where they are adopted and applied by the company.

2. This is because, after the opening of the retail water market in April 2017, there is a division of responsibilities between the wholesaler and the retailer. It is the wholesaler, and not the retailer, that is responsible for the network from which the customer's services are supplied, including the provision of surface drainage services. This means that the wholesaler is responsible for metering, supply points, area calculation and other matters relevant to the upkeep and maintenance of a water and sewerage network. It is for the wholesaler and not the retailer to set the banding that affects a business customer's premises and consequent liability.

3. The company, as a water retailer, is responsible for managing the sale to the end user. Accordingly, it is for the water retailer to raise invoices against customers in accordance with the wholesaler's policies and procedures. Because there is no direct relationship between the customer and the wholesaler, the company is required to liaise with the wholesaler on behalf of the customer.

4. Moreover, no decision that I make can be binding on the wholesaler because the wholesaler is not a party to this adjudication.

5. I further remind the parties that adjudication is an evidence-based process, and it is for the customer to prove the allegations that he makes by reference to supporting evidence.

Double billing

6. It is common ground between the parties that for the period 1 March 2017 to 1 May 2018, the customer occupied a site which had two water meters and was billed according to two accounts: (REDACTED).

7. The competing points of view explained by the parties are that:

a. The customer says that this site, including both water meters, had only one VOA listing and that one account (REDACTED) extended across the entire site of 21,000 m², which falls into band 15 for surface water drainage charges. The other account (REDACTED) referred to the area which the customer now retains and falls within band 11. This means that for the period 1 March 2017 to1 May 2018 the customer was invoiced twice for the same site.

b. The company, on the other hand, says that the site was divided into two areas. For one area, served by SPID (REDACTED), a band 15 rating had been applied. For the other area, a band 12 rating had been applied. The gist of the company's approach is that, although the area of affected land is relevant at the point when a banding decision is made, billing is dependent upon the band that has been applied. The company therefore argues that, even if the customer is correct and the band rating for SPID (REDACTED) was wrongly applied, it is too late to do anything about that now. This is because the wholesaler's policy does not permit rebates that are dependent on re-banding decisions to be backdated beyond the start of the financial year in which the application for re-banding is made.

8. The company's documentation does not explain the allocation of banding prior to 11 October 2018. The documents put forward by the company begin when the customer contacted the company to raise the possibility that the customer had been overcharged. The order of events thereafter was, I find, as follows:

a. The customer emailed the company on 12 October 2018. An internal note stated:

In regards to the SWD charges, these appear to be duplicate charges. I have queried this with colleague and we require a site plan and a site area form for each account as we will have to query the SWD charges with X Company 2.
Once received a Tariff Change Request Form (H/04) H5 will need to be raised on the two accounts - cross reference the two SPIDS.

b. The company responded on 26 October 2020 asking the customer stating:

Please be advised, since you have two water meters you will have two accounts for water and sewerage charges. You have also advised that you are only responsible for one site. I have therefore checked the Valuation Office Agency (VOA) website and unfortunately, there was no listing of your property. You will need to contact your local council offices to get the VOA updated to show your property. We will also require a copy of your Business Rates.

The customer was asked to complete a review of site area charges form and to supply a site area map or diagram showing the boundary of the premises and highlighting the area the customer was responsible for. I find that it is clear from the tenor of this email that the customer was being asked to complete information about the area that he had retained. Inconsistently with the internal note referred to above which identified that the issue affected two areas and two accounts, no information was made available about how the company intended to assist the customer to put forward his explanation to the wholesaler that previously the banding for the account that he did not retain related to the entire site. In the circumstances, and as this was at this point the customer's only complaint, this was, I find, a significant omission.

c. On 2 November 2018, the company's internal note says:

Both accounts are for the same site area
Customer understands two connections means two billings
But what doesn't make sense is the billing surface highway drainage water
Being charged twice what there is only one site area
Could we please visit and see what the banding should be and if it's a spilt property customer says it's not but I think it might be worth checking the site area to know what to actually charge

d. The customer responded to the company saying that as he was then paying for the whole site, he did not know how to fill in the form.

e. On 16 November 2018 the company has recorded an internal note that the customer had asked for the accounts to be merged. This is puzzling, because what the customer in fact wanted at that point was for the accounts to be separated and for his organisation to be held responsible only for the part attributable to the meter (REDACTED).

f. The company's email to the customer of that date refers to merger of the account. The company also gave some advice about how to fill in the form.

g. On 22 November 2018, the company responded to the customer again, explaining about the forms that it required. This included an application form for account (REDACTED) and a further application form for account (REDACTED). The customer was told that he needed to provide one site plan, which the company would use on the two accounts and cross reference. The customer was told that the site plan was required to show the boundary of the premises and highlighting the area he was responsible for, the total site area of his premises, any areas within the site that were permanently grassed, cultivated or landscaped. At that point the company

said that it would submit a request to the wholesaler on the two accounts. I find as to this response that:

i. What, precisely, the customer was being asked to do in relation to "his" site (when at that time he says he was paying the surface drainage charge for the whole site) was unclear;

ii. Although the customer was asked to provide an application for the meter that he did not retain, no thought was given to the possibility that the customer was no longer able to make an application in respect of that part of the site.

h. On 11 December 2018, the company, having received the forms from the customer and having also received information that the customer had applied to the VOA for the two areas to be separately listed, stated:

Once this has been done please contact us again to confirm the new address details and for which account and water meter the VOA addresses now relate to. We will then submit a request to X Company 2 to correct the supply address on the accounts.
After this we can begin to look into the site area requests.
Site Area Review
I would also like to confirm that we have received the Site Area Review forms and the site plan for accounts (REDACTED). I would like to confirm that we have attached these to the accounts for future reference. However, upon checking the application forms, you have advised us of the following:
·On account (REDACTED), you have advised that the total site area of the premises is 21,181m2.
·On account (REDACTED), you have advised that the total site area of the premises is 21,181m2.
According to our Scheme of Charges 2018/19, the measurement of 21,181m2 falls within a Band 15 for Surface Water Drainage charges. This banding has a chargeable site area that ranges from 20,000 - 24,999 m2……
As you have provided us with the above measurements, unfortunately we are unable to submit your request for the following reasons:
·Account (REDACTED) is already on a Band 12. Please be aware that there is a possibility that the charges may increase. Please can you confirm whether you wish for us to submit your request to X Company 2?
·Account (REDACTED) is already on a Band 15, we are therefore unable to submit a request to review the banding because you are advising the site area for this account would remain a Band 15.

I find, in relation to this correspondence that:

i. having regard to the advice given to the customer by the company in its email of 22 November 2018, the customer's supply of measurements for the whole site was unsurprising.

ii. The company also in that letter expressed itself confused by the customer's statement that he was responsible for the water for the whole site when in fact he now occupied only part of it and asked for clarification by production of a tenancy agreement. I find that this request at this stage showed a failure to understand the true nature of the customer's complaint (which was in part that he needed the accounts to be separated).

iii. The company asked for clarification of information that it had already been given.

i. At this point, matters ground to a halt. Although the company told the customer in correspondence dated 10 September 2020 that it had submitted a request to the wholesaler at this point which had been rejected, the customer was not informed of this at the time. The customer emailed on 27 February, 20 March and 30 April 2019. There is no evidence that the customer was told that he needed to make his application promptly because the wholesaler would not back-date the charges beyond the start of the current financial year. The customer called on 20 June 2019. An internal note stated:

I can see on the account we have requested more information from the customer regarding the site map as per X Company 2 (REDACTED) on the 30/04/2019. Customer advised he has responded to this email.
Looking at both accounts, I can not see an email from the customer regarding this. I have advised (REDACTED) to send this in again but to ensure the account numbers arereferenced in the subject line.
Customer advised he will send this in again and await confirmation from us regarding site visit.

The customer then emailed.

j. The company's timeline indicates that the company responded to the customer's email of 27 February 2019 on 4 July 2019. This letter stated:

As you are no longer responsible for this meter supply, any request for a review of the site area must come from the current occupier. It would then be down to the Wholesaler to advise how far back they are to backdate any changes to a site area banding as necessary. If you are in contact with X Company 3, you will need to ask that they contact X Company to accept responsibility for meter serial number (REDACTED) so that a change of tenancy can take place before they are able to request a review of their site area.

Moving forward we have now requested that X Company 2 perform a site area review of the account (REDACTED) using the site map that you have provided.

k. The company requested a site review at this point. This was nine months after the customer had first raised his complaint. A visit by the wholesaler took place on 22 July 2019 and the customer's banding was reduced to band 11. The company notified the customer on 29 July 2019. The letter to the customer stated:

Site visit has been completed which confirms the new Total Chargeable site area of 6827m2 which puts this customer on a band 11. This has been updated from 1 April 2019 as per our policy.
I can also confirm that we have now amended your banding to band 11 with effect from 1 April 2019 and this will be reflected on your next invoice which will be produced in August 2019.

Neither the wholesaler nor the company appears to have addressed the customer's complaint that there had been a duplication of charges during the time that the customer had occupied the other part of the site. Only one of the customer's two issues had at this point been addressed.

l. The customer complained on the same date that the adjustment had not been backdated to 1 May 2018.

m. On 31 July 2019, the customer complained about the issue of backdating and said that there had been a duplication of charging that had not been resolved. The company replied to the customer on 14 August 2019 stating in respect of the duplication:

In addition to this, the way in which X Company 2 billed large sites previously was over two accounts. As there were 2 meters which related to the site this will have also contributed to there being 2 surface water charges. It is not possible to now dispute this as a duplicated charge as you are not responsible for the premises. In addition to this, the way in which the wholesaler calculates the charges for this service is to have a surface water drainage charge which is linked to the separate metered supply.

n. This was the first time that the customer had been told that it was not possible to dispute the charge relating to the period up to 1 May 2018 on the basis that there had been a duplication of the charge. There is no evidence at this point that this matter had been raised to the wholesaler. It prompted the customer to complain and to ask what had been happening and what had been done. On 10 September 2019, the company responded stating that the customer was not entitled to a reduction of charges for the other part of the site as the customer no longer occupied it. The letter proceeded:

I have undertaken a review of your account and the correspondence received from yourself, I would also like to thank you for your time to discuss the above issues earlier.
As I mentioned during our conversation, I have now raised the above issues to the wholesale supplier (X Company 2), requesting that they re-assess the refunds due on both accounts:
(REDACTED): Now inactive for yourself, however the SWHD charges which were paid from March 2017 to 02 May 2018 were made by yourself. It appears there has been an overlap of the site areas and we request a refund of charges as these should have been covered under account (REDACTED).

This was, I find, the first time that the wholesaler was asked to address the question of duplication, approximately 11 months after the customer had first raised his complaint.

o. The wholesaler's response was made on 17 September 2019. The wholesaler said:

If they are adjacent sites they will have their own SWD banding which would be separate to each other so an allowance cant be provided on this occasion.
There is currently a site area check request under (REDACTED) where an appointment has been made for 18/09/2019 between 8am-1pm.
I would suggest to wait for the outcome of this bilateral before further investigating the overlapping charging query.

p. The company acknowledges that this was not communicated to the customer until 14 November 2019. The customer responded on that day.

q. The company replied to the customer's email on 11 December 2019. That response stated:

I have reviewed your concerns and raised this as a new complaint with X Company 2. I have forwarded them what was stated in the complaint email, explained that you have already paid for the SWHD under account (REDACTED) and X Company 2 have acknowledged receipt of it. Once X Company 2 have investigated your concerns they will provide us with a response and we will be able to update the account accordingly.

r. On 12 December 2019, the wholesaler responded:

As already stated on (REDACTED) is for X Company 3 the landlords of the sites at X Location. There are two

separate supply points at the site. (REDACTED) are completely separate and chargeable on all separate provisions. Following a site visit (REDACTED) was down graded to a band 11. If X Company 4 are paying for both sites this would be something they would need to take up with their landlord as this is a third party issue.

s. It is clear from the above response that the wholesaler had not understood the point that was being made. Although the wholesaler found that the two sites were separately chargeable, this was not surprising. The wholesaler did not say that it had considered the question of duplication. Moreover, there could not have been a third party issue because the customer's complaint related to the period when the customer was in occupation of both sites.

t. There is no evidence, however, that the company sought further clarification from the wholesaler, but on 13 January 2020, the customer was given the wholesaler's response.

u. In May 2020, the customer said that he was still disputing the charges. The company replied to the customer on 22 May 2020, repeating the wholesaler's inaccurate assertion that this was a third-party issue. The customer responded in May 2020 and on 23 June 2020, the company raised the issue of duplication with the wholesaler.

v. On 26 June 2020, the wholesaler responded:

According to our records the two SPIDs in question (REDACTED), although the address may be the same were registered under two separate property references. This site had two separate metered supplies which served two buildings on the one site. As you have confirmed in the information sent this customer was once responsible for the whole site. Therefore the customer would have been charged for two separate sewerage SPIDs for the two buildings.

w. This was explained to the customer on 1 July 2020.

x. At this point CCWater made a pre-investigation referral and went back to the wholesaler. The wholesaler's response first deals with why the wholesaler was not prepared to backdate the banding for SPID ref (REDACTED) beyond 1 April 2019 (see below). The wholesaler's reply of 15 September 2020 in respect of the period before the site was split was:

Now as the customer was previously responsible for the whole site, they would have been billed for surface water drainage charges on the other SPID ref (REDACTED) on a Band 15 up to 01/05/2018 when the site was split and

change of lease agreement received to reflect this. On the above SPID ref (REDACTED) they will be charged on surface water drainage Band 12 up to 31/03/2019 and then SWD Band 11 from 01/04/2019.

y. The company did not query the meaning of this statement. As I understand the wholesaler's response, however, it was that the customer was charged before the site was split at band 15 in respect of the whole area of the site and that after the split, the charge assessed at band 12 until 31 March 2019 for SPID (REDACTED). The wholesaler does not appear to have verified that it was legitimate to have charged the customer both band 12 for (REDACTED) and band 15 for (REDACTED) during the period before the site was split in May 2018. The company does not appear to have asked any further questions about this, but has interpreted the response, in my view incorrectly, as an assertion by the wholesaler that the billing raised by the company was correct. I find, however, that the wholesaler response, although it does not deal expressly with the question of billing does state that it cannot deal with a matter that is the subject of a retailer activity and does not confirm that the company was entitled to bill both for the whole site and for SPID (REDACTED) before the split.

z. Notably, the wholesaler response was not explained to the customer before a further email was sent by the customer on 10 October 2020. The company replied to the customer on 3 November 2020 and on 19 November 2020. At that correspondence, the customer was told that the wholesaler had not changed its position and that it was a wholesaler decision that the two charges should stand. Having regard to the correspondence, however, I find that this information was inaccurate. On a proper interpretation of the communications between the company and the wholesaler, the wholesaler had either not answered the question, or it had provided an answer that was inconsistent with the approach that the company had taken to the billing issue and the company had not queried this further.

9. It follows from the above that I find that the company has not taken steps to liaise adequately with the wholesaler to explain the customer's concern. At many stages, as indicated above, the company did not ask the question about over-billing correctly (despite this having been explained by the customer) and did not take care to assess whether the wholesaler's answers had addressed the point at issue. In respect of the wholesaler's communication to the company of 15 September 2020, the wholesaler's response would appear to suggest that charges should not have been raised on SPID (REDACTED) before the split, because the charge for the whole site was applied to SPID (REDACTED). The company has either misinterpreted this answer or failed to seek necessary clarity from the wholesaler. Overall, I find that the company has not provided its services to liaise with the wholesaler or to explain the situation to the customer to the standard that an

average customer would reasonably expect.

10. Moreover, for the above reasons, I find that the company has double billed the customer for the period up to 1 May 2018, in that it has raised a bill for the area of land registered at the VOA with a total area bringing it within band 15 and also raised an additional bill that is a part of that same land (but not listed as a separate holding by the VOA) with a separate liability at the time within band 12. I find that in this way also, the company has not provided its services to the customer to the standard that an average customer would reasonably expect.

11. I further find that the element of double-billing is likely to have been an error on the part of the company or the company and the wholesaler. As a consequence of this error, I find that the company has been unfairly enriched by this payment but, despite its initial intention to investigate and put right this problem (as revealed by the documentation referred to above), for the reasons given above it has not done so. The company has in the later stage of its correspondence, not been willing to acknowledge that the customer has been treated unfairly. I make clear, for the avoidance of doubt, that I do not find that the wholesaler's policies relating to the back-dating of banding changes apply to an error of this type. In relying in its dealing with the customer in relation to the customer's concern that there had been a double-billing, I find that the company did not apply its services to the expected standard. I find that the wholesaler's policies do not prevent me from making a direction that the company should provide a financial remedy to the customer.

Backdating

12. As explained above, I find that the company is entitled to refer to and rely upon the wholesaler's policies and processes in relation to re-banding. The documentation above makes clear that, had that application been made before April 2019, the customer would have benefited from backdating to 1 May 2018. Although I note that the company blames the delay in making the application on the customer's error in filling in the site plan correctly, I find that this was not the full story. I find that the company has contributed to this situation in a number of ways:

a. The company did not give a clear explanation to the customer about the information required from the customer in order to inform the wholesaler about the area of the site. This may have been linked to the company's obligation to pass on to the wholesaler two different questions, one relating to the period before 1 May 2018 and one relating to the situation subsequently, but I find that the customer's confusion about this was not unreasonable.

b. Additionally, the company failed to take on board that the customer could not make a re-banding application in respect of a property that it did not occupy, but it

nonetheless invited the customer to do this for reasons that are unclear.

c. The company did not explain to the customer that the application for re-banding needed to be made to the wholesaler before the end of the relevant financial year. The customer was therefore unaware of the significance of the passing of time, especially as the company indicated that the VOA listing should be dealt with first.

d. The timeline of events indicates that there was no effective correspondence between the company and the customer between December 2018 and July 2019. Although the company has now made a service standard payment to the company in relation to the delay in responding to the customer's email in February 2019, it has not acknowledged the consequences of this for the customer, which was that the customer continued to be unaware of the need to act promptly to supply information to the wholesaler.

13. I find that the company has not, by reason of the above, supplied its services to the customer to the standard that would reasonably be expected. As this, I find, has contributed to the loss suffered by the customer because he did not make an application in the preceding financial year, I find that the customer has shown that he is entitled to a remedy.

Late Payment charges

14. The company has explained that it has removed late payment charges totalling £550.00 from the customer's account, as well as £100.00 in respect of the account relating to the returned land.

15. I do not, therefore, make any further finding in relation to these.

Remedies

16. The customer has calculated the loss that his organisation has suffered and he seeks to set this off against the outstanding charges for surface water drainage.

17. I find that this is a fair and reasonable approach to providing the customer with a remedy. I find that the amounts that shall be applied to reduce the outstanding balance due to the company are:

a. Double billing. The customer has calculated that his organisation has been over-charged by £5,508.22 because of over-billing. Although the company has challenged the principle, it has not challenged the customer's calculation, and I therefore find that this is the relevant amount of double charge. I direct that the company shall credit the customer's account with this sum.

b. Back-dating. Although I have found above that the company contributed to the

customer's failure to make an application for back-dating in good time, I also bear in mind that it was for the customer, and not the company, to make the application in the correct form and as soon as possible. I therefore do not direct that the company shall be fully liable to reimburse the customer for the difference between the banding rates that would have applied from 1 May 2018 to 1 April 2019. The total amount was £1,801.33. I find that a fair and reasonable sum by way of compensation is two thirds of that amount, namely £1,200.89.
The total credit to be applied to the customer's account is therefore £6,709.11.

18. The company has said that it is not its practice to issue credit notes and therefore I do not direct that this should happen. Moreover, in consequence of engagement in this process, the customer has access to evidence of the amount that will be deducted from the outstanding balance. Accordingly, I do not direct that the company shall provide a credit note in respect of the sum that I find shall be credited to the customer's account.

19. Accordingly, I direct the company to credit the customer's account with £6,709.11.

Outcome

1. The company shall credit the customer's account in the sum of £6,709.11.

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.

- If you choose to accept this decision, the company will have to do what I have directed within 20 working days of the date in which WATRS notifies the company that you have accepted my decision. If the company does not do what I have directed within this time limit, you should let WATRS know.
- If you choose to reject this decision, WATRS will close the case and the company will not have to do what I have directed.
- If you do not tell WATRS that you accept or reject the decision, this will be taken to be a rejection of the decision. WATRS will therefore close the case and the company will not have to do what I have directed.

Claire Andrews

Adjudicator