

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-XX24

Date of Decision: 04/02/2021

Complaint

The customer's claim is that the company incorrectly charged him for a property he was not currently resident at and then went on to pursue him for a debt which was never due, both of which led to inconvenience and distress. The customer wants the company to remove the adverse credit marks on his account.

Response

The customer's account was opened in 2015 after the previous occupier provided his details. Several bills and reminders were sent to the customer between 2015 and 2020, including the Intention to Default letters. The company states that as the customer failed to keep his account up to date regarding payment, the company was entitled to begin its recovery process according to its policy set out in its Charges Scheme. The company has not made any further offers of settlement.

Findings

I am satisfied that the evidence shows that the company did not fail to provide its services to the standard to be reasonably expected, concerning billing the customer's account and its debt collection process.

Outcome

The company needs to take no further action.

The customer must reply by 04/03/2021 to accept or reject this decision.

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Date of Decision: 04/02/2021

Party Details

Company: X Company

Case Outline

The customer's complaint is that:

- The company incorrectly charged him for a property he was not currently resident at and then went on to pursue him for a debt which was never due, both of which led to inconvenience and distress. • The customer is seeking the company to remove the adverse credit marks on his account.

The company's response is that:

- The customer's account was opened in 2015 after the previous occupier provided his details. • Several bills and reminders were sent to the customer between 2015 and 2020, including the Intention to Default letters. • As the customer failed to keep his account up to date regarding payment, the company is entitled to begin its recovery process according to its policy as set out in its Charges Scheme. • The defaults on the customer's account were correctly reported, and the company cannot remove them.

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: The Customer

How was this decision reached?

1. The dispute centres on whether the customer is entitled to have the adverse credit marks on his account removed where the company has opened an account for him at an address of which he was not the occupier.
2. The company must meet the standards set out in OFWAT's Charges Scheme Rules, the Water Supply and Sewerage Services (Customer Service Standards) Regulations 2008 and the Water Industry Act 1991.
3. The company also has certain obligations regarding its customer services as set out in OFWAT Guaranteed Standards Scheme and the company's own Guarantee Standards Scheme (GSS).
4. In January 2015, the (redacted) Government introduced the Water Industry (redacted) (Information about Non-owner Occupiers) Regulations 2014 that placed an obligation on property owners who do not live in the properties themselves, to inform water companies of their tenant's details within 21 days of there being changes to the occupancy of the property. If the property owner does not notify the water company within the required 21-day period, then the property owner may together with the occupier become liable for any charges.
5. From the evidence put forward by the customer and the company, I understand that on 27 October 2015, following information provided by the previous occupiers, an account was opened for the customer for the property located at X Location. The company states that it was not notified that the previous occupiers were tenants of the customer or that the property was a rental property.
6. On 15 December 2015, confirmation of the account being opened was sent to the customer at the property, and the first bill was sent to the customer on 16 February 2016. The company continued to send its bills and correspondence to the customer at the property. However, having received no contact or payment, the account was passed to the company's debt collection agency. Following this, the company started receiving payments through the debt collection agency totalling £1,080.00. During this period the company notified its credit reference agencies that the account was overdue and default marks were then placed on the customer's credit file.

7. The evidence shows that in March 2020, the company undertook further investigations into the property and found that it was a rental property. Copies of the March and August 2020 bills were then sent to the customer at his home address.

8. On 26 August 2020, the customer contacted the company to provide his tenant's details for the property. I understand that the customer also stated that he had provided these details in 2015. However, the company had taken no action. The evidence shows that the company then closed the customer's account for the property.

9. The evidence shows that the customer wished the company to remove the negative marks on his credit file and he was of the view that he informed the company in 2015 that the property had a tenant. However, the company believed that as it never received any new occupier notification, the charges were raised correctly, and it has to report the activity on the account accurately. The company would not remove the negative markers as doing so would be falsifying information.

10. A solution could not be reached, and the customer progressed matters to CCWater to resolve, however, without success. The customer remained unhappy with this outcome, and on 8 December 2020 commenced the WATRS adjudication process.

11. Concerning the customer's comments that the company was informed in 2015 of the change of occupier, the customer states that the previous tenants told the company that he was the landlord, not the new occupier. The customer also says that when the new tenant moved in, the tenant contacted the company to advise that they would be occupying the property. Whilst I sympathise with the customer, neither party has provided me with any actual evidence showing what was notified to the company in 2015 by either the previous or the new tenant. WATRS is an evidence-based scheme, and without any evidence, I find I cannot say with any certainty that the previous tenant informed the company that the customer was, in fact, the landlord, not a new occupier or that the new tenant told the company he was the now occupier of the property.

12. Even so, under (redacted) legislation, the landlord must provide the company with their tenant's details within 21 days of any change to the property's occupancy. So, in any event, even if the tenants had provided the correct information to the company, it was still up to the customer to give the new tenants' details to the company. Section 144 of the Water Industry Act 1991 confirms that the property's occupier is responsible for any charges. The evidence shows that the customer did not provide the new tenant's details until 26 August 2020. Hence, until this time, the

company did not know that the customer was not the property's occupier.

13. Bearing in mind the above, I am satisfied that the company acted in good faith when opening an account for the customer at X Location. Concerning the debt collection process, between 30 May 2016 and 7 March 2017, various demands and notices of action were sent to the customer as the company had not received payment. The evidence shows that none of this correspondence sent to the property was returned advising that the details were incorrect. In light of above, I find that it has not been proven that the company failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning opening the account for the property.

14. Section 143 of the Water Industry Act 1991 gives the company the power to set a Charges Scheme. Where a bill has not been paid, in line with the company's Charges Scheme, a debt recovery process is in place for all of its customers. In compliance with OFWAT's guidelines on the collection of debt, if no payment plan is in place with the company or full payment has not been received, the company is entitled to report any late payment to credit reference agencies and pass the debt onto a debt collection agency. In light of above, I find that it has not been proven that the company failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning its debt recovery processes.

15. The company has certain obligations in respect of its customer services. As evidenced by the timeline within the company's response documents, I am satisfied that by the end of the company's dialogue with the customer, the company had adequately explained the reasons behind why the debit on the customer's account was correct and payable. Accordingly, I am satisfied that there have been no failings concerning customer service.

16. In light of the above, I find that the customer has not proven that the company failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning opening the account for the customer's property and the debt recovery process, nor has the customer proved that the company failed to provide its services to the standard to be reasonably expected when investigating these issues. Furthermore, I am satisfied there have been no failings concerning customer service.

Outcome

1. The company needs to take no 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.

Mark Ledger
Adjudicator