

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X279

Date of Decision: 29/03/2021

#### Party Details

Customer:

Company:

#### Complaint

The customer claims that the company incorrectly opened an account for his wife at a property that neither he nor his wife was currently resident at, which led to inconvenience and distress. The customer is seeking the company to provide an apology for the inconvenience and distress incurred.

#### Response

The company states that a Credit Reference Agency search confirmed that the customer's wife was the likely occupier or person responsible for the property. The company is entitled to charge for any unfurnished property in any condition in line with its policy as set out in its Charges Scheme. To resolve the customer's complaint, the company has apologised within its dialogue and has agreed to cancel the charges as a gesture of goodwill. Therefore, the company is of the view that a further apology is not due. 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 customer to the standard to be reasonably expected concerning opening an account for the customer's property. Furthermore, I am satisfied there have been no failings concerning customer service, for which the customer has not already been adequately compensated.

#### Outcome

The company needs to take no further action.

The customer must reply by 26/04/2021 to accept or reject this decision.

# ADJUDICATOR'S FINAL DECISION SUMMARY

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## Case Outline

### **The customer's complaint is that:**

- The company incorrectly opened an account for his wife at a property that neither he nor his wife was currently resident at, which has led to inconvenience and distress. • The customer is seeking the company to provide an apology for the inconvenience and distress incurred.

### **The company's response is that:**

- A Credit Reference Agency search confirmed that the customer's wife was the likely occupier/ person responsible for the property. • The company is entitled to charge for any unfurnished property in any condition in line with its policy as set out in its Charges Scheme. • To resolve the issue, the company has apologised within its dialogue and, as a goodwill gesture, agreed to cancel the charges. • Therefore, the company is of the view that a further apology is not due.

## 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.

## How was this decision reached?

1. The dispute centres on whether the customer is entitled to an apology where the

company has opened an account at an address at which he was not resident.

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 the OFWAT Guaranteed Standards Scheme and the company's own Guarantee Standards Scheme (GSS).

4. From the evidence put forward by the customer and the company, I understand that on 29 October 2018 and 29 May 2020 the company visited the property and, on both occasions, left a card for the property owner to get in touch. The customer states that following the contact in 2018, he contacted the company to advise that no services were used at the property due to redevelopment and was informed that no further action was needed. However, the evidence shows that the company has no record of this telephone call.

5. Following the 29 May 2020 visit and after receiving no response from the property owner, the company carried out a Credit Reference Agency search and discovered that the customer's wife was associated with the property. The company sent a bill to the customer's wife as it was of the view it was reasonable to assume the persons using an address for credit or financial purposes are connected as an occupier or owner of the property. Furthermore, as far as the company understood matters, the property was connected to its services, and no charges were being raised.

6. On 18 November 2020, the customer contacted the company to query why a bill had been issued and why it was in his wife's name. The customer explained that since 2017 the property had been disconnected from the company's services due to ongoing renovations, and this had been advised in 2018. The evidence shows that the customer was informed that the company was entitled to impose charges on connected properties whether or not the property was occupied.

7. Further discussions took place between the parties, in which the company explained to the customer that although the charges were correct, as the customer had provided new information, the company would be happy to change the occupation date of the account to November rather than May. The customer disputed this, and after further discussions, it was agreed that the charges would be cancelled in full, and the company would reconnect the property once completed without charge. The customer remained unhappy with this outcome, and on 21 January 2021, commenced the WATRS adjudication process.

8. Concerning the customer's comments and requested redress regarding the

property's account at. Under Section 142 to 143 of the Water Industry Act 1991, the company is permitted to charge for water and wastewater services provided and make a Charges Scheme which essentially fixes charges to be paid for services provided.

9. Section 144 of the Water Industry Act 1991 confirms that the property's occupier is responsible for any charges and section 6.11(d) of the company's Charges Scheme sets out the definition of the "occupier" as a developer or owner for the time being of new premises which are empty and unfurnished.

10. The evidence shows that the property's occupier details were provided to the company via a credit agency due to the company's request. The information provided to the company by the credit agency was accepted in good faith, and the company had no reason to question whether the information regarding the customer was incorrect.

11. On 29 October 2018 and 29 May 2020, the company visited the property and, on both occasions, left a card for the property owner to get in touch. As explained in the company's response, the occupier can be someone who owns a property that receives the services, but the occupier may live elsewhere. In addition to this, the company says that while it may not have always raised charges for empty properties in the past, it intends to do so in future, whilst they remain connected to its network.

12. The evidence shows that until November 2020, the customer had not provided proof of the property's owner/occupier or that the property was disconnected from the company's assets. I note the customer's comments that since 2017 the property had been disconnected from the company's services due to ongoing renovations, and this had been advised in 2018. However, I cannot find any evidence by either party that the customer advised the company its services were disconnected or that a disconnection notice was sent. The evidence shows that it is the property's owner responsibility to notify that the supply has been disconnected, and until the company receives a disconnection notice, the company is entitled to charge for its services. Furthermore, the evidence shows that capping private pipework is not considered a disconnection from the company's services as there is still a live supply from the company's pipework to the property's boundary.

13. Bearing in mind the above, I am satisfied that the company was correct and acted in good faith when opening an account for the customer's wife at. In light of the 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. 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 why it had opened an account in the customer's wife's name. Furthermore, in recognition of a lack of clarity in its customer service, the company has provided apologies, cancelled its charges in full and offered to reconnect the property without charge. Accordingly, I am satisfied that there have been no failings concerning customer service, for which the customer has not already been adequately compensated.

15. 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, nor has the customer proved that the company failed to provide services to the standard to be reasonably expected when investigating these issues. Furthermore, I am satisfied that there have been no failings concerning customer service, for which the customer has not already been adequately compensated.

### 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.

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**Mark Ledger**  
**Adjudicator**