

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X272

Date of Decision: 13/04/2021

Party Details

Customer: The Customer

Company: X Company

Complaint

The customer has a dispute with the company about it placing a default notice on his credit history file and requiring payment of an account he believes is incorrectly raised in his name. The customer says that he was never responsible for payment of charges as he had no formal rental agreement at the property he lived at. The customer claims that despite ongoing discussions with the company and the involvement of CCWater the dispute is unresolved and therefore he has brought the claim to the WATRS Scheme and asks that the company waive the outstanding bill and remove the default from his credit file.

Response

The company states that the outstanding charges are correct and payable. It confirms the default was correctly entered on the credit file and it will not be removed until full payment is received. The company says that because the customer resided at the property he is jointly and severally liable for charges incurred while using the company's services. The company has not made any offer of settlement to the customer and does not agree to the customer's requests as set down in his application to the WATRS Scheme.

Findings

I am satisfied the company acted reasonably in its dealings with the customer, and that the default notice was correctly entered on the customer's credit history file. Additionally, I find the outstanding balance has been correctly and reasonably calculated. 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.



The company does not need to take further action.

The customer must reply by 11/05/2021 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

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- He has experienced an ongoing dispute with the company about problems with billing on his account, notably in respect of negative markers placed on his credit history file. Despite the customer's recent communications with the company, and the involvement of CCWater, the dispute has not been settled.
- Between 31 December 2019 and 17 September 2020, he rented a single room in a property.
- He had not entered into a written rental or tenancy agreement with a landlord or main tenant and paid his monthly rental charge in cash. He also contends that he had no liability for any household services or their charges.
- Following his vacating of the room at the property he became aware that the company had opened an account in his name for the payment of sewerage charges incurred at the premises. He further became aware that because of non-payment of the charges a negative marker had been placed on his credit history file by the company.
- On 17 September 2020 he contacted the company and requested the cancellation of the account as he was not responsible for paying the sewerage charges.
- The company refused to cancel the bills or close the account claiming that as he was living at the property he was using the services and thus was jointly and severally liable for the charges along with all other occupiers of the property.
- He has requested that the company proceed to take the matter to a court as he believes it cannot prove its position that he is liable for the charges. He says the company declined to take the dispute to court.
- The exchange of communications continued throughout September and October 2020 without the company altering its position and thus on 26 November 2020 the customer escalated his complaint to CCWater who took up the complaint with the company on his behalf. The customer records that CCWater contacted the company and requested more detailed information from it and to review the customer service provided.
- The customer acknowledges that CCWater later, on 07 January 2021, informed him that it had received a detailed explanation from the company regarding its actions over the outstanding account payment. CCWater also noted that it believed the explanation showed the company had followed the requirements of the Water Industry Act 1991 insomuch that the supply and payment of sewerage services is not subject to any contract but to statutory duty. CCWater has advised that the company confirmed that the negative markers on the customer's credit file would not be removed unless he paid the outstanding bill or provided evidence that he was not responsible for payment of household bills. CCWater confirmed that it could not take

any further steps to alter the position of the company. • The customer says that despite the intervention of CCWater, the dispute is ongoing, and the company has not changed its position and CCWater are unable to obtain a resolution between the parties. The customer remains dissatisfied with the response of the company and has, on 18 January 2021, referred the matter to the WATRS Scheme where he requests the company remove the default negative marker from his credit history file, waive the outstanding bill and issue an apology.

The company's response is that:

The company's response is that: • The company provided its response to the claim on 08 March 2021. • The company confirms that it contests the customer's claim submitted to the WATRS Scheme. • The disputed charges are for sewerage only, as the company does not supply water to the premises. It is the statutory appointed sewerage undertaker in respect of the premises. • It is regulated by the Water Industry Act 1991 (the Act) and that at Section 143 of the Act it is stated that where more than one person is the occupier of a single supplied property, then each such occupier shall be jointly and severally liable for all charges arising in respect of that supplied property.

• It identified via the use of a tracing tool that the customer was associated with the property, and on that basis it opened an account in his name because previous correspondence to the registered owner had not been answered. • It has a data sharing agreement with credit reference agencies and because the customer had failed to make payment of the outstanding charges the details were provided to a credit agency and a negative marker entered on the customer's credit history file. • It takes note that the customer has not provided any evidence to support his position that he was not liable for household charges while living at the property. The company contends that it has advised the customer that it would look sympathetically on any document he can provide that shows that the owner/landlord has agreed to cover all service charges. • It does not accept the claims made by the customer in his WATRS application. The customer's comments on the company's response are that: • On 08 March 2021, the customer has made comments on the company's response paper. I shall not repeat word for word the customer's comments and in accordance with Rule 5.4.3 of the Rules of the WATRS Scheme I shall disregard any new matters or evidence introduced. • The customer reiterates that he never entered into any written agreement when renting one room in the property. He also states that prior to discovering the negative markers on his credit history file he had no relationship or contact with the company and believes it only identified him through a potentially illegal search.

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 relates to the customer's dissatisfaction that the company has placed negative markers on his credit history file because of a default in payment on an account he was not aware of, and that the company refuses to remove the markers.
2. I note that the WATRS adjudication scheme is an evidence-based process, and that for the customer's claim to be successful, the evidence should show that the company has not provided its services to the standard that would reasonably be expected of it.
3. The company has stated that in terms of the Water Industry Act 1991 (the Act) it is a statutory appointed water and sewerage undertaker and has a statutory duty to provide sewerage services in its area of operation.
4. The company has also supplied extracts from the Act regarding its rights to charge for the service and to recover the costs of the service from users. I do not intend to include word-for-word the necessary extracts from the Act as these are all set out in detail in the company's response documentation.
5. The customer has confirmed that he resided at the property between 31 December 2019 and 17 September 2020. The company contends that during this period he was jointly and severally liable to pay its charges as he was a user of its service. I find the company's position to be correct and reasonable in terms of the Act.
6. The customer claims that his agreement with the owner/landlord was a cash arrangement and no paperwork was signed. He further claims that this lack of a formal agreement renders him free of liability to contribute to the company's

charges.

7. Under the Act, liability for payment for use of service is a statutory obligation and is not subject to liability under any form of contract. Thus, I find that the lack of a contract between the customer and the owner/landlord of the property does not relieve the customer of the obligation to pay charges for services used.

8. Having established that the customer has an obligation in respect of the charges I turn to the non-payment aspect of the dispute. Because he believes he is not liable for the charges, the customer contends that the company incorrectly entered the negative markers on his credit history file for non-payment, and requests the company remove them. I can see that in line with other water companies the company shares data on customer accounts with credit reference agencies and I find that the company acted reasonably inasmuch as the default was an accurate reflection of the state of the customer's account at the time it was entered on his credit history file.

9. The customer has also questioned how the company came to identify his period of residence at the property. The company states it used the "Retriever" programme to search for occupants of the property because all communications sent to the house remained unanswered, but usage suggested that the house was not unoccupied.

10. The customer contends that he believes the use of the programme may be illegal and his personal data may have been breached. However, I note that the customer does not submit any evidence to support his position, and thus I find on a balance of probabilities that the company has acted reasonably and I am not persuaded that the customer has established that his personal details have been compromised.

11. The outstanding bill levied for the customer's duration of stay at the property sits at £85.38. I can see that the company has explained in detail the method of calculation used and from my reading of the invoice I am satisfied that the amount is correct and reasonable.

12. The customer, in his application to the WATRS Scheme, has requested that the company waive the outstanding bill and remove the default notice. I am not persuaded that sufficient evidence has been provided to justify these claims. Based on my findings, I am satisfied that neither of the two remedies sought is appropriate and thus the two claims do not stand. I shall not direct the company to waive the bill or remove the default notice.

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 29 March 2021.
- The parties did not submit comments on the Preliminary Decision.

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.

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Peter Sansom
Adjudicator