

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X275

Date of Decision: 23/04/2021

Party Details

Customer: The Customer

Company: X Company

Complaint

The customer complains that he is not liable to pay £583.00 for a period from 5 October 2010 to 28 May 2018 in respect of a property at X Location. The customer says he had moved out of that property and gone to live in X City and therefore was not the occupier. He wants the company to stop asking him to pay this sum and to remove the negative credit marks on his record.

Response

The company says that it has evidence that the customer was in occupation of X Location over the period when the bills for the property were not paid. These related to a period from 4 January 2017 to 28 May 2018 and the customer did not state that he was not resident until November 2020. The company says that it was reasonable to reject the proof of residence in X City put forward to it by the customer. The company maintains that the customer is liable for the charges in question and it was entitled to share data concerning non-payment with credit reference agencies.

Findings

I find that there is reliable evidence that the customer was in occupation at X Location until January 2018, including a period of time when he was in prison. As the customer has not submitted reliable evidence that he moved into an address in X City after January 2018, I find that the company was not unreasonable to conclude that the customer remained in occupation until the account was closed in May 2018. I further find that an average customer would reasonably expect that the company would require payment of its bills from a person in occupation and share data with credit reference agencies in respect of non-payment in accordance with its policies. The customer has not shown that the company's service

fell below the expected standard.



The company is not required to take further action.

The customer must reply by 21/05/2021 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

• The company says that he is liable to pay £583.00 for a period from 5 October 2010 to 28 May 2018 in respect of a property at X Location. The customer says he is not liable for this. He wants the company to stop asking him to pay this sum and to remove the negative credit marks on his record. • The customer says that he was not living at the property and he has supplied the company with various documents, but the company has not treated these as sufficient. • The customer wants WATRS to: o Review his complaint and to direct the company to remove his negative credit record; and o Review the customer service given to him by the company and direct some compensation.

The company's response is that:

• According to the company's records, following a visit from the company's representative, the customer was confirmed to have been in occupation of the property during the relevant period. The customer does not deny being in occupation of the property, thus liability for the company's charges cannot be disputed. • It is now industry practice approved by Ofwat for companies to report customers' payment records to credit reference agencies. This is explained to customers on bills and on the company's website. • The customer had not disputed liability for the bills for X Location until November 2020. • The company's records indicate that the disputed period was from 4 January 2017 to 28 May 2018 when he stated that he was residing at X Location 2. This is the period for which the company has provided adverse credit data about the customer. • The company says that all charges prior to this period were paid. Additionally, the company had correspondence from the customer over the period which he disputes (2010 to 2018) including documentation from Child Tax Credit showing his address as the property.

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.

I have not taken into account any comments on my Preliminary Decision because neither party has responded to it.

How was this decision reached?

1. 1. This case concerns the customer's liability for charges imposed by the company in respect of a property at X Location. The application form states that the period of the dispute is from 2010 onwards, although the company says that the unpaid period was from 4 January 2017 to 28 May 2018. The customer denies that he was in occupation of the property over the relevant period and says that he lived X Location 2.
2. I find that sections 142 to 144 of the Water Industry Act 1991 explain that an occupier of premises is liable for the water charges and may continue to be liable until two working days after he has informed the water company of the ending of his occupation of the premises or someone else informs the company that they are responsible for the bill. Although the customer says that he told the company that he had ceased occupation of the property at X Location and had let it prior to May 2018, the company has no record of this. The customer has not put forward any supporting evidence for his statement that he told the company that there were new occupiers.
3. I find that the evidence that has been submitted to WATRS by the company is strongly suggestive that the customer remained resident at the property in question throughout the relevant period until May 2018. This includes the following:
 - a. From 2010 to early 2016, the customer paid the bill for X Location without dispute, which, it is common ground, was owned by him. The company also has copies of Child Benefit letters sent to the customer at this address over the period in question. At the time of the writing of the defence, the company confirms that the customer had not previously suggested that he had not resided at the property at any time prior to January 2017.
 - b. The psychiatric report dated 1 February 2016 that was prepared for the

customer's sentencing hearing explained that the customer lived at X Location, which was next door to his father in X Location 3 and that the customer was a carer for his father. It explained that the customer was "happily married" and was a parent governor at his daughter's school locally. At this time, therefore, I find that there is clear evidence that the customer was in occupation of the property and that his situation was one of relative stability.

c. Although the customer submits that he was subsequently not in occupation in X Location because he was in prison, the evidence suggests that his wife remained at that address. Therefore, I find that the customer's family of which he was part, remained in occupation of that address and therefore were occupying it also on his behalf as a member of the family unit. The mere fact that the customer was unable to join his family in his home base for some months because he was detained in prison does not, I find, mean that he ceased to be an occupier at his home address. Furthermore, there is no evidence that the customer told the company that he had been in prison until the emergence of this dispute in 2020.

d. The licence issued to the customer during the period of his sentence required him on release to remain at X Location from 3 February 2017 to 19 June 2017 and he was to be under curfew at this address. This, I find, is strong evidence that on his release from prison, the customer was in occupation of the property until at least June 2017.

e. The company explains that in November 2017, the customer made contact with the company, advising that he had not received the relevant invoices. The company says that it confirmed the address and all details with him (which were correct) and re-issued the invoices. The company's note of that conversation also says that the company advised the customer that if he was not receiving the invoices, he should check with his local post office. This would have provided the customer with an opportunity to say that he had moved out, if this had been the situation. The customer did not dispute liability and did not say that he had moved away. This, again, I find to be supporting evidence that the customer was still in occupation.

f. In December 2017 and January 2018, the company says that the customer registered for its online account management services. I find that this is consistent with the documentation submitted and the company is correct that the terms and conditions confirm that the customer was either the account holder or an authorised representative of the account holder. The company points out that if the customer was administering the account on behalf of someone else, he would have been required to provide evidence of his authorisation, but the company says that no authorisation was provided. Additionally, I find that the terms and conditions impose liability for the bills notified during a period when online account

management is in place. These state:

“You. will be liable for any bills for which a notification has been sent to your email address. If the notification is not received in your inbox because it has been blocked by your firewall or spam filter or your email address has been closed or is otherwise not operational, to prove that we sent a notification to you it shall be sufficient for us to show that it was dispatched by email to the email address registered on your account.”

Thus I find that the customer’s conduct confirmed his liability for the bills at X Location. I find that it is improbable that he would have accepted this responsibility if he was not at that time an occupier of the property.

4. It is clear from the documentation submitted to me that the company was not persuaded by the documents supplied by the customer as proof of non-residence. I find that this does not show that the company has failed to supply its services to the correct standard.

a. The customer has submitted a statement from X Energy in respect of the property at X Location 2 for the period 29 January 2017 to 28 January 2018. This statement is addressed to X Customer 2. The company points out that the letter is not addressed to the customer and therefore does not prove that the customer was in residence. While I note that an entry made by the company in May 2018 states “New account was created in the name of X Customer 2 who appears to be one and the same – same date of birth etc” and I accept that it is possible that X Customer 2 and the customer are the same person, there is no clear evidence of this; the customer has not stated this as part of his case and I find that the company’s rejection of this letter was within a reasonable range of responses.

b. As for the tenancy agreement submitted in respect of the X Location 2 address in X City, the company raises a number of legal objections that show that the agreement is not a valid lease. Although I do not regard the legal non-compliance of the documentation as a reason for finding that the tenancy agreement cannot be evidence of residence elsewhere, I note that the letting is between X Customer 2 of X Location 2 and the customer, and that the period of the tenancy agreement is said to have commenced on 1 August 2016 and to extend to 31 July 2021. This would appear to suggest that both X Customer 2 and the customer were resident at the same time, which is inconsistent with the terms of the tenancy agreement. Additionally, as indicated above, there is reliable evidence of the customer’s occupation of X Location until at least January 2018, which makes it improbable that he was also occupying X Location 2 from August 2016. I find that this document is not, on its face, reliable and the company did not fail to supply its services to the correct standard when it rejected this document as proof of

residence elsewhere than at X Location.

c. In respect of the Council Tax bills for X Location 2, the company has submitted evidence that the customer initially provided a Council Tax bill for X Location 2. The invoice showed the period of charge as 29 January 2020 to 31 March 2020, however the issue date of the invoice stated 30 April 2018. I accept that the information thus contained within the bill was conflicting and the company's decision not to accept this was, I find, within a reasonable range of responses. The customer also submitted a further Council Tax bill addressed to the customer at X Location 2 dated 1 April 2017 for the year 2017 to 2018. In the light of the company's concern about the previously submitted bill and the fact that the customer was required to be undergoing home detention with conditions of curfew in April 2017, I find that the company did not fail to supply its services to the correct standard in not accepting this document as evidence of residence elsewhere.

5. Moreover, the company obtained a trace report on the customer. Although information contained in the trace search is not conclusive and is potentially consistent with the customer's ownership of the property at X Location rather than occupation, it is notable that the Retriever search does not link the customer to an address in X City.

6. The customer also relies on an email from an estate agent showing that there is a tenancy agreement in place in respect of the property at X Location. This, however, only relates to a letting that began in 2020 and therefore does not cover the relevant period. Moreover, although the customer says that he had let the property in 2017 and 2018, he has submitted no records of the letting.

7. Having regard to all the above matters, I find that the company's actions were within a reasonable range of responses to the customer's objection that he had no longer been in occupation during the period for which the company's charges were not paid. Although the evidence is less clear from January 2018 onwards than for the earlier period, the customer has put forward no reliable information to the company that was consistent with a moving-out date from X Location in or after January 2018. I find that the company was therefore entitled to conclude that the customer remained in occupation of the property at X Location until the account was closed in May 2018. I find, therefore, that an average customer would not believe that the company had gone wrong in raising its charges against the customer for the period from 2010 to May 2018.

8. As bills went unpaid from 2017 to the closing of the account in May 2018, I further find that an average customer would reasonably expect that the company would apply its policy to share data with a credit reference agency in relation both to the paid bills up to 2017 but also to the later unpaid bills.

9. As for the company's customer services, I find that the company has responded to the customer's letters and complaints promptly and in an explanatory manner. I do not find that the company has failed to provide its customer services otherwise than to the standard that would be expected.

10. It follows from the above that I find that the company has supplied its services to the customer to the correct standard. In consequence, I find that the customer has also not succeeded in his claim for the remedies he requests.

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.

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Claire Andrews
Adjudicator