

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X315

Date of Decision: 06/04/2021

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 outstanding from 2012. The customer says the company made no efforts to contact him prior to placing the default. 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 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 the customer did not advise it that he was vacating his premises and thus he remained liable for all charges. The company has not made any offer of settlement to the customer and does not agree to the customers' requests

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.

Outcome

The company does not need to take further action.

The customer must reply by 04/05/2021 to accept or reject this decision.

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Adjudication Reference: WAT-X315

Date of Decision: 06/04/2021

Case Outline

The customer's complaint is that:

1. The customer's complaint is that:
 - 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 08 August 2011 and 08 August 2012, he shared residence of a property with a friend. The water account was in joint names and the water bills were paid fortnightly using a payment card.
 - Upon leaving the property he informed the company that he and the friend had vacated the premises, and states that they both moved to separate properties.
 - No contact or communication was received from the company following their vacating the property.
 - In September 2020 he became aware that a default had been placed on his credit history file by the company. The customer states that his friend contacted the company on 30 September 2020 to investigate the reasons for the default and was informed that as the case was so long ago the necessary paperwork would have been archived and some time would be required to locate it.
 - Subsequently, he received a basic statement of account showing an outstanding balance of £458.03, but no supporting documentation was provided. Additionally, the company provided a copy of a letter dated 02 January 2016 that had been sent to the residence of the parents of the friend. The customer denies having previously seen this letter.
 - Despite numerous discussions and requests to the company to be provided with evidence of the outstanding debt he has not received any documents. Additionally, he states that the company advised him that its records show he did not vacate the property until November 2012, and it only discovered this by visiting the property in 2015.
 - The company commenced debt collection proceedings in 2015 after it became aware that he no longer resided at the property, but it cannot provide him with copies of any of the notices sent to him by the agency during the period 2015 to 2016 after which the default notice was issued.
 - The company states that it only keeps records for six years, and thus he queries why it cannot provide records from the debt collection process which took place in 2015, less than six years ago. He believes that this indicates the company did not follow the correct procedures in regard to the debt collection process.
 - Unhappy with the position of the company, the customer, on 05 November 2020, raised 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 24 November 2020, 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 its own procedures in respect of debt recovery and therefore it cannot take any further steps. • 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 03 February 2021, referred the matter to the WATRS Scheme where he requests the company remove the default negative marker from his credit history file and waive the outstanding bill.

The company's response is that:

1. 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 customer's account was opened in joint names on 15 August 2011 and was closed on 04 November 2012. • It has no record of the customer advising it in August/September 2012 that he was vacating the property. The company states that it is the customer's responsibility to advise it of changes in personal circumstances otherwise he remains liable for all charges raised until such time as the company is made aware the customer no longer receives service at the property. • It visited the property in December 2015 and became aware the customer no longer resided there. It then retrospectively closed the customer's account as from 04 November 2012 based upon advice given by the then current occupier. It also recalculated the balance on the account and identified an outstanding amount of £458.03 but could not advise this to the customer as it had not been provided with a forwarding address. • It undertook a search to find the customer and on 29 December 2015 it wrote to the customer and his friend and sent the letter to the address of the friend's parents. The letter advised that an outstanding balance remained on their account, and when no payment was received from the customer a default marker was placed on the credit history file on 01 February 2016. The company contends that it is reasonable to assume that the letter sent to the home of the friend's parents would have been passed to the friend or the customer. • In respect of the customer's complaint regarding not being provided with supporting documents, the company states that it keeps records for no longer than six years, and thus all documents prior to 2015 are not available. • Since 2015 it shares data on customer accounts with credit reference agencies and in this case it has followed the necessary requirements and has accurately reported the debt. It further notes that the debt remains outstanding, and that although it is no longer actively pursuing payment the

account holders remain liable for the debt and the default notice will remain in place until the outstanding amount is paid in full. • As no final bill was issued and no final payment made on the account it is reasonable for it to understand that the customer would be aware a payment was outstanding. It confirms the amount currently outstanding on the customer's account is £458.03.

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 going back to 2012, 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. It seems to me that the crux of this dispute revolves around the issue of whether the customer advised the company in August/September 2012 that he was vacating the property.
4. Quite simply, the customer asserts that he informed the company while the company denies receiving any such advice. While I appreciate the events in dispute happened more than eight years ago, I must take note that the customer has not supplied any evidence to support his position.

5. The company states that it relies on the customer to advise it of changes in circumstances, such as moving residence, amending contact details, etc. Again, I have no evidence to support the customer's position that he informed the company he was vacating the property.

6. I can see from the papers supplied that the customer was not on a metered tariff, but an unmeasured charge based on Rateable Value with bills issued annually once per year. It seems to me that the customer did not pay a bill during his tenure at the property between 08 August 2011 and 08 August 2012, and thus on 19 August 2012 the company issued a final demand for payment.

7. As payment was not received from the customer, the company issued a legal notice dated 12 September 2012, and the account was sent to a debt collection agency on 07 October 2012.

8. I can see from the timeline submitted by the company that its actions to recover the outstanding amount went on throughout 2013, 2014 and 2015, culminating in the company's agents visiting the property on 15 December 2015. The company contends that all correspondence was sent to the property as it had not been advised by the customer that he was moving out. I find the actions of the company to be correct and reasonable.

9. I can see that during the visit to the property the company was advised by the then tenants that the customer had vacated the property in 2012. The company reduced the outstanding amount from its December 2015 level to a sum based on an assumed date of vacating of 04 November 2012 and re-billed the customer for the amount of £458.03.

10. The customer has questioned why the company used the date of 04 November 2012 and not the actual date of leaving the property on 08 August 2012. Firstly, as I have noted above, the customer did not make the company aware he was leaving the property in August 2012, and secondly the company has contended that it chose the November 2012 date as a gesture of goodwill.

11. Again, I am satisfied, on a balance of probabilities, that the company acted reasonably. As the customer had failed to advise of his departure from the property, the company was entitled to leave the customer responsible for all charges up until December 2015 when it became aware he was no longer resident at the premises.

12. I can further see that after 15 December 2015 the company made searches in efforts to locate the customer and his friend, who was a joint account holder, and on 29 December 2015 it sent a payment notice to the residence of the parents of the joint account holder. No payment was received by the end of January 2016 and

so on 01 February 2016 the default notice was placed on the customer's credit history file.

13. I find that the company acted reasonably inasmuch as the default was an accurate reflection of the state of the account at that time.

14. I also take note that on 07 March 2018 the company classified the outstanding debt as non-recoverable. The company has explained that the non-recoverable status does not mean that the customer and the second account holder are released from liability for the debt, and it confirms that the default notice will not be removed until such time as the debt is cleared in full.

15. From my examination of the evidence placed before me, I find that the company has acted correctly and reasonably in (i) not charging the customer for the full period between August 2012 and December 2015, (ii) making efforts to locate the customer and second account holder after December 2015, (iii) following its own procedures for collection of the outstanding bill, (iv) placing the default notice on the customer's credit history file, and (v) requiring full settlement of the outstanding bill before removing the default notice.

16. 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 before full payment of the outstanding bill has been made.

17. 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 25 March 2021.
- On 29 March 2021 the customer submitted comments on the Preliminary Decision. The customer reiterated his position that he believes he is not liable for the outstanding bill and that the negative marker was incorrectly placed on his credit history file. The customer did not supply any input to change the outcome of the Preliminary Decision.

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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Peter Sansom
Adjudicator