

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT-X444

Date of Decision: 16 June 2021

Complaint

The customer says that the letting agency gave the wrong dates to the water company, which resulted in being charged for water services while he was not living at his previous property. The customer says that he cannot prove where he was living during the period for which the company wants to charge him, and states that it is the company's obligation to provide that evidence. The customer requests the company to correct his bills, to issue an apology for the incorrect billing and to compensate him with £500.00 for the inconvenience and stress caused.

Defence

The company states that it is the customer's responsibility to notify them when he moved into the property. The customer's previous landlord notified the company when the customer moved into his previous property. Then, his current landlord notified the company when the customer moved to his present property. The dates when the customer was residing in each property were confirmed with the records held by Experian Credit Agency. The company states that it is willing to review the bills if the customer provides evidence of living elsewhere during the contested period, but the customer has not given any evidence in this regard.

Findings

The company has provided documentary evidence that demonstrates that the landlords notified that the customer moved into the property on the dates recorded by the company. This information is in line with the records kept by Experian. The customer has not clarified the period of time he lived in his previous property, nor has he provided evidence to prove that he was living elsewhere during the disputed period. Therefore, I find that invoices raised by the company are correct.

Outcome

The company does not need to take any further action.

The customer must reply by xx June 2021 to accept or reject this decision.

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ADJUDICATOR'S DECISION

Adjudication Reference: WAT-X444

Date of Decision: 8 June 2021

Party Details

Customer: The Customer

Company: X Company

Case Outline

The customer's complaint is that:

- The company wants to charge him for a period of time that he was not living in his previous property.
- He told the company on several occasions that he has no evidence of where he lived before his current address, but he states that it is the company's role to demonstrate that he was living at the previous address (X Location) for the duration of time for which he has been charged.
- The customer requests the company to correct the bills, to issue an apology for the incorrect billing and to compensate him with £500.00 for the inconvenience and stress caused.

The company's response is that:

- The customer believes that he is being charged for a period greater than which he had occupied X Location.
- The customer's landlord notified the company that he moved into his previous property (X Location) on 10 September 2018 and the next notification was from his current landlord when he moved to his current property (X Location 2) on 23 November 2019. This information was confirmed by the records held by the Experian Credit Agency.
- Since the customer is unable to provide evidence of his residence before he moved to his current address, the company understands that the customer lived at his previous address until 23 November 2019. Therefore, it is charging the customer according for water services at X Location from 10 September 2018 to 23 November 2019.

How is a WATRS decision reached?

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In reaching my decision, I have considered two key issues. These are:

1. Whether the company failed to provide its services to the customer to the standard to be reasonably expected by the average person.
2. Whether or not the customer has suffered any financial loss or other disadvantage as a result of a failing by the company.

If the evidence provided by the parties does not prove both of these issues, the company will not be directed to do anything.

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 customer states that the company is attempting to charge him for water services at his previous property (X Location) for a longer period than which he had occupied it. The company is charging the customer for water usage from 10 September 2018 to the 23 November 2019. This period of time is disputed by the customer who said that he lived at a different property. However, the customer has not provided an alternative address and he has not clarified in any of the email exchanges when he moved in or out of X Location.
2. In the response to the Preliminary Decision the customer stated that he has clarified when he moved out of the property and that he can provide evidence to that end. However, the customer has not provided the date, nor has he submitted any evidence to support his claim. Furthermore, in an email the customer sent to the company on 18 February 2021, he states that “There is no evidence that I need to provide, because I am not making claims that I need to back up.” He further states in the email that the letting agency provided “false accusations in order to get me pay their bills”.
3. I note that, as noted by the company, it is the customer’s responsibility to notify the water company when he moves in and out of a property for which water services are used. The company states that the customer’s landlord notified them that the customer moved to his

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previous address (X Location) on 10 September 2018. Also, his current landlord notified the company that the customer moved to a new property (X Location 2) on 23 November 2019. I am mindful that the company has provided documentary evidence of both of these notifications. I also note that the customer stated in his complaint that the letting agency of his former address informed the company that he lived in the property for much longer than he actually did. However, as noted above, the customer has not clarified the period of time he lived at X Location, nor has he stated at which address he was during the contested period of time.

4. Furthermore, the company states that its data sharing with Experian Credit Agency showed that the customer lived at X Location from September 2018, where he was registered to pay the energy bill. The company states that because the customer did not communicate when he moved out of the property, there was an overlap of billing between the two properties as the company was not aware that it was the same customer who was registered as the resident on both properties. The company says this error has now been amended.
5. The company states that their information about the residence of the customer was provided by the landlords, and later confirmed by Experian. I note the company has submitted a copy of the Experian report which recorded that the customer was at X Location from 27 September 2018 to 27 November 2019. I also note that the company initially told the customer that the information about his residence came directly from Experian instead of from his landlord, but this information has since been corrected. I note that the company apologised for the error to the customer and gave him £30.00 as a compensation payment. In any event, the origin of the information (whether from the landlord or Experian) did not impact on the accuracy of the outstanding bill.
6. In light of the documentary evidence submitted by the company, consisting of the landlord notifications and the Experian report, I find that it is proven that the customer moved into X Location on 10 September 2018 and move out when he moved to his current property on X Location 2 on 27 November 2019. As noted above, I am mindful that the company has stated on numerous occasions that it is willing to revise the customer's bills if he provides evidence of not living in the address during the contested period of time. Since the customer has not provided an alternative address and the date when he moved out of his previous address, I find that the company is correct to conclude that the customer resided in his former address during the disputed period of time. Therefore, I find that the invoices raised by the company are correct.

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7. In view of the above, I find that the company has not failed to reach the standard to be reasonably expected by the average person.

Outcome

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 by xx June 2021 to accept or reject this decision.
- If you choose to accept this decision, the company will have to do what I have directed within 20 working days from the date on which WATRS notifies the company that you have accepted my decision. If the company does not do what I have directed within this time limit, you should let WATRS know.
- If you choose to reject this decision, WATRS will close the case and the company will not have to do what I have directed.
- If you do not tell WATRS that you accept or reject the decision, this will be taken to be a rejection of the decision. WATRS will therefore close the case and the company will not have to do what I have directed.



Pablo Cortés, Ldo, LL.M, PhD

Adjudicator

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