

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-XX26

Date of Decision: 21/07/2021

Party Details

Customer: "The Customer"

Company: "The Company"

Complaint

The customer asked the company to disconnect the water supply to her shop as she did not sign a contract and she does not want the company to supply the services. However, the company failed to arrange the disconnection and, due to the delay, the charges have built up despite the shop being closed during the Covid-19 restrictions and no water being used. In view of this, the customer wants the outstanding balance on her account removed. The customer also complains about customer service failings and says that the company has treated her unfairly.

Response

The company has advised the customer that it is not possible for **XX** ("the Wholesaler") to disconnect the shared supply as this would result in a domestic property also being disconnected. Therefore, it will supply the water services under the deemed contract until an alternative provider is chosen by the customer. The company accepts that there have been customer service failings, however, it has rectified the errors and offered the customer an apology and a £100.00 goodwill gesture. As the property is still connected to the supply, it cannot stop billing the customer, and as water services have been supplied to the premises since August 2019, the charges are correct and payable.

The company has not made an offer of settlement.

Findings

I find that the customer is responsible for paying the charges on her account under the deemed contract. Therefore, the company has not failed to provide its services to the standard reasonably expected by the average customer by billing the customer for the services it has supplied to the property, and the customer's claim does not succeed.



The company does not need to take any further action.

The customer must reply by 18/08/2021 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

- On XX September 2020, while the shop was closed due to Covid-19 restrictions, she received a letter from the company confirming the water charges for her shop, backdated to XX August 2019.
- She believed that her water charges were included within her rental agreement. However, the company claimed that it had spoken to her landlady in October 2019 and December 2020 and was informed that she was responsible for the charges; however, her landlady has never heard from the company.
- The company's statement shows that it was also charging someone called XX for water at the premises until XX December 2020. However, neither she nor her landlady have ever heard of XX.
- She contacted the company and asked for the water to be disconnected as she was being charged for water she was not using and did not want. She was informed that she had to submit the request to the Wholesaler and it tried to charge her £1,300.00 for this service. However, the Wholesaler then said that she needed to submit the request for a disconnection directly to the supplier. She explained that she had already done that but she submitted the request to the company again.
- When the Wholesaler attended, it was unable to carry out the disconnection as the supply is shared. For the same reason, it could not install an external meter and it is unable to conduct a survey for an internal meter due to Covid-19 restrictions. These errors and problems resulted in a long delay, during which the charges for the water supply that she does not want and does not need have been mounting up.
- There have been many customer service problems and she feels that the company has not treated her honestly; it has provided contradictory and confusing information, and she feels that the charges for the time the shop was closed are unfair. CCW asked the company to remove the charges, but it said it is unable to as it has been charged by the Wholesaler.
- She does not feel she should be responsible for the charges and wants the company to remove them from her account.

The company's response is that:

- It has supplied water services to the property since the XX August 2019, when the account was transferred to it by a sales broker. Shortly after the services were transferred, it received a call from the named contact who advised that he was not liable for the services and he was unsure why his details were on the account.
- In October 2019, it received a telephone call from the customer and her husband who said they were the tenants of the property and that they paid for the water and waste

services through the landlord. To confirm this and make the relevant amendments to the account, it requested a copy of the lease. However, the customer advised that she was not willing to send a copy of the lease agreement but would get the landlady to call and confirm liability. • In December 2019, it received a call from the landlady of the property. She confirmed that the customer was liable for the services and had occupied the property since the 20 July 2019. It requested a copy of the lease agreement and the landlady agreed to send one; however, this was not received and it was unable to make further contact with the landlady. Therefore, it referred the account to the Change of Ownership team in order to try to get more information about who was responsible for the charges. • In September 2020, it spoke to the broker who completed the initial contract and he advised that he had signed the customer up for the services despite not naming her on the contract, and that she was responsible to pay the charges. • Based on this information and the previous contact with the landlady and the customer, it accepted that the customer occupied the property and was responsible to pay the charges. Therefore, on **XX** September 2020, it opened an account in the customer's name and backdated it to the date the services were transferred to the company. In line with its Change of Ownership process, it attempted to call the customer to discuss this but could not get through. On **XX** September 2020, it sent a letter to the supply address, and explained that the services were being supplied under a deemed contract and what the customer should do next. • On the **XX** September 2020, the customer called and advised that she had received the Change of Ownership letter, but she did not want it to supply the services. It advised the customer that she could transfer to an alternative provider, but its records show that the customer then ended the call without confirming what she was going to do. • Between October 2020 and January 2021, it received multiple telephone calls from the customer and her husband advising that they did not want it to supply the services. On each occasion they were advised to contact a new provider and transfer the services away or, alternatively, they could enter into a contract and benefit from in-contract rates. As the customer was supplied under a deemed contract, she was free to leave without serving a notice period. • In January 2021, it received contact from CCW stating that the customer had been in contact about a complaint. Therefore, it logged a complaint on the customer's account and passed it to a specialist to complete an investigation. After contacting the customer, it became apparent that she wanted the water and waste supply disconnected completely as she did not have any use for the services. The customer advised that she had been requesting this since September 2020 and was disappointed that it had ignored her request. The complaint was escalated to the Customer Resolution Team and a full investigation into the complaint was undertaken. The Wholesaler was contacted about permanently disconnecting the supply and it visited the site on 1 February 2021. • Following the visit, the Wholesaler reported that the supply was shared and, therefore, it was not possible to disconnect it. As a consequence, it advised the customer that it was not possible to disconnect the supply as this would result in the domestic property also

being disconnected and, due to this, it would supply the services until an alternative provider was chosen. • It acknowledges that there have been shortfalls in the handling of the customer's account that delayed the outcome of the complaint investigation, but it is confident that the delay of the site visit did not impact the outcome of it. In any event, it has taken action to rectify the errors; it ensured that the Wholesaler visited the site to survey it for a permanent disconnection, and it offered the customer an apology and £100.00 as a goodwill gesture. • The customer believes that she did not sign a contract and, therefore, she should not be liable for the services. However, as per the deemed contract, as the service supplier it has the right to issue invoices for the services provided. • The service is still live and can be used and, therefore, it cannot stop billing the customer. The customer would like the balance on her account removed, however, this would not be reasonable as a service has been supplied to the premises since August 2019 and the charges are valid and payable. However, it is happy to discuss a payment plan should the customer require this.

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. I have reviewed the evidence provided by the parties and note that, on **XX** September 2020, the company sent the customer a letter advising that, as the new occupier of the property, she was responsible for paying for the water services under a "deemed contract". The company further explained that a deemed contract comes into existence when someone uses water services but has not entered into a contract with a provider, and that the customer would be responsible for paying the charges under the deemed contract until she entered into a fixed term contract

with the company, transferred to another water provider, or arranged for the property to be disconnected from the water supply.

2. The evidence shows that, on **XX** February 2021, the Wholesaler attended the property and discovered that the property was on a shared supply and could not be disconnected from the water supply. The customer complains about the delay experienced between her requesting a disconnection in September 2020 and the Wholesaler's visit in January 2021. However, having reviewed the evidence, I am not persuaded on the balance of probabilities that the company initially understood that the customer wanted the supply permanently disconnected and, although I accept that the customer could have transferred her account to an alternative supplier had she known a disconnection was not possible at an earlier date, I do not find the customer was disadvantaged by the delay. This is because the evidence shows that the customer did not transfer the account to an alternative supplier, even after the Wholesaler's discovery that the property could not be disconnected.

3. In view of the above, and in the absence of evidence to show that the landlord or anybody else is responsible for paying the water bills, I accept that the customer is responsible for paying the charges on her account under the deemed contract. Therefore, the company has not failed to provide its services to the standard reasonably expected by the average customer by billing the customer for the services it has supplied to the property. While I understand that my decision will disappoint the customer, the customer's claim to have the charges removed from her account cannot succeed.

4. For completeness, I add that the evidence does show some minor service failings on the part of the company and that there was a mix up with the name on the account. The customer does not claim compensation for these but, in any event, the evidence shows that the customer was not disadvantaged by the problem with the name on the account, and the company has already offered an apology and a goodwill payment for the customer service failings. Therefore, I make no further direction to the company in this regard.

5. The customer has made comments on the preliminary decision as she is unhappy with several aspects of my decision. I have already considered some of the issues raised in my decision and, therefore, shall not comment on them further. However, I shall address the issues that are not specifically addressed in my decision in order to provide a clearer understanding of my decision for the customer.

6. I am persuaded by the evidence that the company made a simple administrative error, and was not attempting to commit fraud, when it opened an account in the

name of **XX**, who appears to be the named contact for the sales broker.

7. The evidence shows that the decision not to install an internal meter during the pandemic was made by the Wholesaler, not the company, and as the Wholesaler is not a party to this case, I am unable to make any direction to the Wholesaler in this regard. However, if the customer still wishes to have an internal meter installed, I suggest she contacts the company who could enquire about the Wholesaler's intentions in this regard.

8. The customer states that she was unable to transfer to another supplier without closing her account with the company, but the company would not close the account without the balance being paid. I accept that the company would require the balance to be paid before it closes the account and, therefore, I find no failing on the company's part in this respect.

9. The customer states that she is unwilling to pay the balance as she has no toilet and does not have any water fittings. As above, the customer is contractually obliged to pay for the water services under the deemed contract but, in any event, as the customer says that her lease states who is responsible for paying the water bill, the customer's premises are connected to the water supply and the business is a hair and beauty salon, I find it unlikely, on the balance of probabilities, that no water is used on the premises.

10. Finally, the customer now states that the lease says that she shares responsibility for paying for the water services with the landlord but, if this is the case, the company is entitled to bill the customer as the occupier of the property for the water services supplied to the property and would not be expected to get involved with a private agreement to share the costs with a third party.

11. In view of the above, whilst I appreciate that the outcome is not what the customer hoped for, the customer's comments do not change my 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.

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Kate Wilks
Adjudicator