

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-XX08

Date of Decision: 30/07/2021

Party Details

Customer: The Customer

Company: The Company

Complaint

The customer complains the company charged her incorrectly resulting in her struggling to pay her bills and incurring a County Court Judgement. Further, that it applied a credit to her account against her wishes. She seeks compensation in the sum of £6000.00 plus interest.

Response

The company accepts that it charged the customer incorrectly due to a crossed supply. It has refunded the customer incorrect charges for the full period of her occupation which is beyond the six years required under its scheme of charges. It has also offered £600.00 for inconvenience. The customer has not accepted this offer and it has not applied it to her account.

Findings

The company failed to provide its services to the standard to be reasonably expected.

Outcome

The company should pay the customer compensation in the sum of £1500.00 for stress and inconvenience.

The customer must reply by 27/08/2021 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

The company recently found it had been charging her for her neighbour's water usage in error. This resulted in overcharges of £1474.01 which the company has since refunded. However, six years ago, the company obtained a County Court Judgement (CCJ) against her because she was struggling to pay her bills. This would not have happened had it charged her correctly from the outset. The company offered her a goodwill gesture of £600.00 for the impact of the CCJ on her credit file. She did not accept this yet the company paid it into her account. She seeks compensation in the sum of £6000.00 plus interest. In comments on the company's response, the customer says it provided incorrect information in its response. It identified the problem in 2020 not 2017. She had raised concerns many times about her high water usage to no avail. She had to take mortgage repayments at a higher rate, loans at a higher rate or not explore these opportunities at all due to the CCJ. She would like WATRS to listen to phone calls, review her account notes and review her billing information as there are lots more issues than identified in the company's response.

The company's response is that:

In 2017 it identified a crossed supply at the customer's property. Under its scheme of charges it was required to adjust her charges for the previous six years. However, as a goodwill gesture, it adjusted them from the date she took occupation. This meant it refunded £1474.01 to her account. At the time of the CCJ the customer did not query her bill or the CCJ. Had she done so, it would have investigated. It does not offer compensation for stress but it recognised the inconvenience caused and so refunded the full period of occupation. To apologise further it offered a goodwill gesture of £600.00. It has not yet applied this to the customer's account.

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. It is accepted that the company charged the customer incorrectly due to a crossed supply. I consider this was the company's error and that it was not the customer's responsibility to identify this. I therefore find the company failed to provide its services to the standard to be reasonably expected.
2. The company has refunded the customer the incorrect charges for the full period of her occupation, although only obliged to refund the last six years. I consider the company acted reasonably in doing so.
3. I have not seen any evidence that the company applied compensation to the customer's account against her wishes.
4. The customer now seeks compensation plus interest for the financial losses incurred. However, she has not detailed or evidenced any such losses.
5. It is clear the company's error resulted in the customer paying higher charges than due for many years. I therefore accept the company was at least partly responsible for the customer struggling to pay her bills and then incurring a CCJ. I also accept the CCJ would have had a negative impact on the customer's credit rating and would have affected her ability to obtain credit.
6. However, in considering any further impact to the customer, I must consider the evidence provided. I would not expect the customer to keep a record of every loan refused, or a record of every high rate offered. But I would expect the customer to be able to provide a clear, detailed and consistent account of the impact to her. In this case, the customer's account is unclear and appears contradictory at times.
7. Within the CCWater documents provided alongside the customer's application, the customer says she was unable to obtain any low interest borrowing or apply for a mortgage while the CCJ was on her credit file. She also wanted compensation for the time, phone calls, stress and upset the matter caused her. However, within her comments on the company's response, the customer suggests she has been able to obtain a mortgage and loans, albeit at a higher rate. Given the inconsistency and

the lack of any further detail or supporting evidence, I do not consider the customer has proven these points.

8. I am satisfied the customer is due compensation for the stress and inconvenience caused to her, though she has not justified the sum claimed. I have taken into account that the company overcharged the customer over 14 years; she struggled to pay her bills during that time and suffered a CCJ; and that a CCJ will have had a negative impact on the customer, though she cannot point to any specific instance. I have also taken into account that the company provided a greater refund than obliged. Bearing these points in mind and having reviewed the WATRS compensation guide, I find that the company should pay the customer compensation the sum of £1500.00 for stress and inconvenience. The customer has not proven any quantifiable financial loss in order for me to award a further sum or consider a payment of interest.

9. I note the customer wants me to gather information and evidence of further failings by the company, however that is not my role. The customer had the opportunity to detail her claim when she applied to WATRS. The scheme rules prevent the customer from introducing new matters in her comments and therefore I cannot seek evidence of such matters from her or the company.

10. In comments on my preliminary decision the customer maintains the company has not provided accurate information or full details of her complaint. However, taking into account there will be no further investigation into her account and what happened she accepts the decision.

Outcome

1. The company failed to provide its services to the standard to be reasonably expected.

The company should pay the customer compensation in the sum of £1500.00 for stress and inconvenience.

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.

- If you choose to accept this decision, the company will have to do what I have directed within 20 working days of the date in 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.

Justine Mensa-Bonsu
Adjudicator