

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X464

Date of Decision: 01/08/2021

Party Details

Customer:

Company:

Complaint

The customer has a dispute with the company regarding the amount calculated by the company in respect of refunding overpaid charges. The customer says that she disagrees with the calculations and believes the amount calculated by the company is too low. The customer claims that despite ongoing discussions with the company and the involvement of CCWater the dispute is unresolved and therefore she has brought the claim to the WATRS Scheme and asks that the company be directed to increase the amount of the refund from £1,053.77 to £2,500.00.

Response

The company acknowledges that the customer could have been placed on a lower tariff during the period between 2009 and 2020. The company has undertaken a detailed review and calculated the difference in charges between the tariff used and the alternative and has arrived at an amount of £1,053.77 to be refunded. The company has not made any offer of settlement to the customer and confirms it will not increase the calculated amount.

Findings

I find that the company has undertaken a detailed review and calculation of the overcharge and has transparently made these calculations available to the customer. The customer has stated that she disagrees with the company's calculations but does not submit any details to support her position and has not supplied any substantiation of her claimed refund amount of £2,500.00. 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.



The company does not need to take further action.

The customer must reply by 31/08/2021 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

• She has experienced an ongoing dispute with the company concerning issues with billing on her account and its refusal to fully refund overpaid charges. Despite the customer's recent communications with the company, and the involvement of CCWater, the dispute has not been settled. • She resided at her previous property between July 2009 and January 2020. The address of the property was REDACTED. • When she received her first water bill it showed the address as being REDACTED. The customer complained to the company and was informed that REDACTED was the only address the company had on its system for her property. • She understands from her investigations with neighbours that she appeared to be being charged approximately double the amount that was being paid by the adjacent properties of similar size. • The water bill she received at her current property is, again, approximately half of what she previously was charged. She has approached the new occupiers of her previous address and was informed that they had complained to the company about a high bill and had it reduced. • She contacted the company on 01 December 2020 to submit a formal complaint about being overcharged at her previous property, • Following an exchange of communications, the company offered to refund her £900.00, but she did not agree to this. • Believing the company had not properly addressed her concerns she, on 02 December 2020, escalated her complaint to CCWater who took up the dispute with the company on her behalf. The records show that CCWater contacted the company and requested more detailed information from it and to review the customer service provided. • The company responded to CCWater but provided only a partial reply to the questions posed to it. Consequently, CCWater corresponded again with the company and on 08 April 2021 the company gave a detailed explanation to CCWater of how its calculations were made. The customer remained unhappy with the company's response and CCWater contacted the company again on 16 April 2021 seeking further clarifications. • On 27 April 2021 the company advised her and CCWater that following its investigations it confirmed that she had been overcharged by the amount of £1,053.77 during her period of occupation of 141/REDACTED. • She did not agree with the calculations of the company and says that during her period of residence she paid a total of £5,993.71, an amount disputed by the company. • Following further exchanges of correspondence, subsequently, on 07 May 2021, CCWater informed her that it believed the company had addressed her complaint to a satisfactory standard. • On 27 May 2021 CCWater

confirmed that it could not take any further steps to alter the position of the company and was closing her complaint. • 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 16 June 2021, referred the matter to the WATRS Scheme where she requests that the company be directed to increase its calculated refund such that she receives a total refund of £2,500.00.

The company's response is that:

• It provided its response to the claim in its submission dated 28 June 2021. • It acknowledges that the customer took occupation of the property known as 141/REDACTED on 01 July 2009 and vacated the premises on 01 January 2020. • It confirms that its records show the customer did not contact it at any time during her period at the property to complain about her bills. It was not until 17 February 2020 that the customer contacted it to query the bills received at the property. • It acknowledges that in July 2009, REDACTED was not listed on its system. The company used the Valuation Office Listings for Council Tax to enter properties onto its system and this Listing did not have the property registered. Its recent investigations show that prior to September 1998 two properties were listed, a ground floor flat at REDACTED and a first floor flat at 141, and that in September 1998 they were both removed from the Listing. • It notes that a developer made changes to the building that historically was a single individual property and converted it into two units. As the developer had done this without notifying the company and no water meter was fitted the company was permitted to place the property on a notional Rateable Value [RV] and as such the property was given an RV of 200. This was the basis of the charges raised against the property for water services. • Following the formal complaint of the customer in December 2020 the company investigated and found that the customer had been overcharged because of using a RV tariff. The company acknowledges that had the customer been placed on an Assessed Volume Charge she would have paid less and calculates the overcharged amount to be £1,053.77. This was communicated to the customer in April 2021. • It has not yet refunded any amount to the customer as she has stated she disagrees with the calculated amount, and has escalated her complaint to CCW. • In summary, it confirms that had the customer contacted it earlier it could have resolved the issue many years ago before it became a dispute. It believes it has strictly followed all legal and regulatory requirements as well as its own policies and processes. • The company declines to refund the amount of £2,500.00 as claimed by the customer but will still pay the amount offered in April 2021 of £1,053.77 plus a goodwill gesture payment of £100.00. The customer's comments on the company's response are that: • On 01 July 2021, the customer submitted detailed comments on the company's response paper. I shall not repeat word for word the customer's comments and in accordance with Rule 5.4.3 of the Rules of the WATRS Scheme I shall disregard any new matters or evidence introduced. • The customer reiterated her

position as previously stated that she believes the calculations of the company are incorrect. She states that the bills the new occupier of the property receives are much lower than bills she received almost eleven years ago.

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 miscalculated a refund payment, and she contends that she is due considerably more than the company has offered.
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. I can see that the parties agree on the time period the customer spent at the previous address. They also agree that the customer was charged on the incorrect tariff while she resided at the property. The company has agreed to refund overpaid charges, and it seems to me the dispute concerns the level of the refund.
4. The company has acknowledged that it was possible that it failed to carry out sufficient checks in July 2009 when the customer's account was opened but because of the time elapsed it has no access to definitive data in its records. The company has also posed the possibility that checks were not carried out because of the information submitted by the customer at the time. The customer has not

provided a copy of the information she submitted when opening her account.

5. From my reading of documents submitted and the company's Response, I am satisfied with the explanation offered as to why the customer was placed on the RV tariff, and for the RV value used.

6. I find that the customer has not established on a balance of probabilities that the company has erred in 2009 in its original decision to charge the customer according to the RV tariff.

7. The company has calculated the over-payment according to its understanding of the tariffs. The company had placed the customer on a notional RV of 200 and all charges were based on this figure. It has collated the actual amounts paid by the customer during her period of occupation and calculates a total amount paid of £5,993.71, and attaches its calculation to its Response submission.

8. The company states that since 2004 it has permitted customers on the notional RV value of 200 to apply for a meter to be installed. It has no record of the customer or her predecessors as renters requesting a meter installation. The applicable charging scheme permits the company to offer an Assessed Volume Charge [AVC] to customers of properties where meters cannot be installed.

9. The company has used this tariff as the basis of comparison against the RV tariff, and calculates that the customer would have paid £4,965.75, a reduction of £1,027.96. This amount was later increased slightly to £1,053.77 following a further adjustment. Again, the company's detailed calculation is included in its Response submission.

10. The customer has stated that she disagrees with the refund amount calculated by the company. She states that the amount calculated for the AVC tariff application is incorrect. However, the customer does not explain why she believes it is incorrect nor supplies any evidence to support her disagreement and does not show any calculations to support her claimed refund amount of £2,500.00.

11. I am satisfied that the company has clearly and transparently explained and detailed how it has calculated the refund due to the customer.

12. I find that the customer has not established on a balance of probabilities that the company has erred in its calculations.

13. The customer has requested in her application to the WATRS Scheme that the company be directed to increase the level of refund to a total of £2,500.00. As I have found that the customer has not established that the company's calculations are incorrect it thus follows that I find the customer's requested compensation

amount does not stand. I shall not direct that the company increase its calculated refund amount of £1,053.77.

14. 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 19 July 2021.
- The company did not submit comments on the Preliminary Decision.
- On 21 July 2021, the customer submitted comments on the Preliminary Decision.
- I am satisfied that no amendment is required to the Preliminary Decision.

Outcome

1. The company does not need to take 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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Peter Sansom
Adjudicator