

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X541

Date of Decision: 22/09/2021

Party Details

Customer:

Company:

Complaint


The customer is unhappy about the level of his water bills because he is being charged more at his current address than he was at his previous address. He says that when he raised this with the company, the company took almost 50 working days to respond, which he says is poor service. He claims £1,000 for the slow response and a further £1,000 because the company failed to progress his complaint.

Response

The company disputes the customer's claim. It says that the customer is correctly billed on a Rateable Value basis at his current home, while he was billed on an Assessed Household Charge (AHC) basis at his previous home. It accepts that it was slow to respond to his query but it says that this was due to difficulties caused by the pandemic. It has paid the customer the amounts that are due under its Customer Guarantee Scheme (CGS) as well as a goodwill payment and does not consider that it should make any further payment.

Findings

I find that the company's decision to charge the customer on a Rateable Value basis is in line with the company's billing policies, because the customer has not applied for a water meter. While the company was slow to respond to the customer's complaint, it has compensated the customer in line with its CGS and has provided a reasonable explanation for the delay. I also find that the response that was given by the company to the customer's complaint was appropriate. I therefore do not consider that company should be required to make any further payments to the customer.



The company does not need to take any further action.

The customer must reply by 20/10/2021 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

The customer has a complaint about the level of his bill for the water and sewerage services provided by the company. He says that his bills are much higher at his current address than they were at his previous address, which was a larger property. The customer wrote to the company on 24 November 2020 explaining that he was unhappy with his bills, and they didn't respond until 27 January 2021, 50 working days later, by which time he had written another letter. In addition, when he spoke to the company on 8 January 2021, the company's representative told him that his complaint had been closed. He wrote again on 8 February 2021 and the company responded on 19 February 2021, rejecting his complaint. The customer says that £1,000 would be a more appropriate payment for the company's poor service due to the delay in responding than the £30 that they paid him under their CGS. He also claims a further £1,000 because he says that the company did not progress his complaint.

The company's response is that:

The company contests the customer's claim. It explains that in accordance with its billing policy, customers who do not have a water meter are charged on the basis of the Rateable Value (RV) of their home, which was originally set by the Local Authority's District Valuer between 1970 and 1990. It explains that it is standard practice throughout the UK for water companies to charge unmetered customers on this basis. It is only in circumstances where a customer has applied to fit a water meter and it turns out that this is not possible, that the company will move the customer from the RV tariff to another tariff, called the Assessed Household Charge (AHC) tariff, which has different bands depending on the number of bedrooms in the property and whether the customer is a single occupier. In this case, the company explains that the customer had been on the AHC at his previous address because it had tried to fit a meter but was unable to do so. At the customer's present address, the customer does not have a water meter and has not applied to have one installed. The company therefore explains that it is correct for it to charge the customer on the RV tariff. This explains the difference between the customer's bills at his previous property and at his current property. Regarding the time that the company took to reply when the customer raised this issue, the company accepts that it was slow to respond. However, it says that the delay was the result of disruption to its operations caused by the Covid-19 pandemic. It has paid the customer the amounts due under its Customer Guarantee Scheme

(CGS), as well as a further goodwill payment of £70. It also says that it has resolved the complaint correctly, in accordance with its Charges Scheme. It therefore does not consider that it should be required to make any further payments.

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 customer's complaint relates to the fact that the company is billing him more at his current property than it was at his previous property, that was larger.
2. The company has the power to fix and recover charges for its services under section 142 of the Water Industry Act 1991. Under section 143 of the Act, it must draw up a Charges Scheme every year which sets out its framework and method of charging. This Charges Scheme must comply with the requirements set out by Ofwat, the water industry regulator. The company's Charges Scheme 2021-22 sets out the basis for its current charges.
3. Under the company's Charges Scheme, it will charge a customer that does not have a water meter on the basis of the Rateable Value (RV) of the customer's home. It is only if the customer has applied to fit a water meter and this is not possible, that the company will move the customer to the Assessed Household Charge (AHC) tariff.
4. In this case, the customer is being charged based on the RV of his property, while at his previous property he was charged based on the AHC. This is because, at the customer's last address, a previous occupier had applied for a water meter.

The company had surveyed the property and found that it was not possible to install one. For this reason, it was correct, in accordance with the company's billing policies, for the company to charge the customer based on the AHC tariff at his last address. At the customer's current address, the customer does not have a water meter and has not applied for one. It is therefore correct, under the company's billing policies, for the company to charge the customer on the RV tariff at his present address.

5. It is the difference between these two tariffs that explains why the customer is being billed more for his water at his present address than he was at his previous address.

6. The customer raised this issue with the company in a letter dated 24 November 2020, which the company received on 25 November 2020. The customer called the company on 22, 29 and 30 December 2020 and on 5, 13 and 26 January 2021 to chase his complaint. The company sent its reply on 27 January 2021. On the same day, the customer wrote to the company to chase the reply, and the letters appear to have crossed.

7. The customer wrote to the company again by letter dated 8 February 2021, and the company replied on 19 February 2021.

8. I find that the explanations given by the company in its letters when it did reply were reasonable and appropriate responses to his complaint. However, the company was very slow to respond to the customer's letter of 24 November 2020, despite the repeated reminders from the customer.

9. In considering the levels of service provided by the company, I must, however, take into account the unusual circumstances at the time. I accept the company's explanation that serious disruption to its operations was caused by the Covid-19 pandemic and the associated restrictions. The company explained that it had difficulty mobilizing its thousands of employees for home working, IT problems, and longer term resourcing issues due to illness and reduced working hours. At the same time, it was receiving more customer correspondence than usual. This all had a knock-on effect on the time that the company took to respond to customer correspondence. I find that these factors are a mitigating circumstance which should be taken into account when considering the levels of service provided by the company.

10. The company has paid the customer the amounts that are due under its CGS as a result of its late response, as well as a further goodwill payment of £70. I find that these payments are adequate compensation for the company's delay in replying to the customer's complaint.

11. I also find that, for the reasons set out above, the company was correct to conclude that the customer was being correctly billed, in accordance with the company's Charges Scheme. I therefore do not consider that it was a service failing on the part of the company to reject the customer's complaint. I therefore find that no payment should be made to the customer for the fact that the company has not progressed the customer's complaint further.

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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Natasha Peter
Adjudicator