

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X562

Date of Final Decision: 29 September 2021

Party Details

Customer: The Customer

Company: The Company

Complaint

The customer claims that his Bowling Club was overcharged for wastewater during 2018. Once the customer raised these issues, the company then provided poor customer service, which has led to inconvenience and distress. The customer is seeking the company to recalculate the Bowling Club's wastewater charges for 2018.

Response

The company submits that it must abide by the wholesaler's scheme of charges, policies, and processes as a retailer. A Non-Return To Sewer allowance form was completed and passed on to the wholesaler to request and consider a retrospective allowance. However, the wholesaler advised it was its policy not to backdate any allowance, and there was no data on which to base any allowance going forward. Accordingly, the company cannot recalculate the Bowling Club's wastewater charges for 2018 or currently provide any Non-Return To Sewer allowance going forward. The company has not made any offers of settlement.

Findings

I find the evidence does not prove that the company failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning overcharging for wastewater in 2018. Concerning customer service, I find the company had not given clear or concise guidance throughout the dialogue, and I direct the company to pay the customer the sum of £100.00.

Outcome

The company shall pay the customer the sum of £100.00.

The customer must reply by 27 October 2021 to accept or reject this decision

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ADJUDICATOR'S FINAL DECISION

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Case Outline

The customer's complaint is that:

- His Bowling Club was overcharged for wastewater during 2018.
- Once the customer raised these issues, the company then provided poor customer service, which has led to inconvenience and distress.
- The customer is seeking the company to recalculate the Bowling Club's wastewater charges for 2018.

The company's response is that:

- As a retailer, it must abide by the wholesaler's scheme of charges, policies and processes.
- The Non-Return To Sewer allowance form was completed and passed on to the wholesaler to request and consider a retrospective allowance.
- However, the wholesaler advised it was its policy not to backdate any allowance, and there was no data on which to base any allowance going forward.
- Accordingly, the company cannot recalculate the Bowling Club's wastewater charges for 2018 or currently process any Non-Return To Sewer allowance going forward.

How is a WATRS decision reached?

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 another disadvantage as a result of a failure by the company.

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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 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 centres on whether the company should recalculate the customer's wastewater charges for 2018 to reflect the fact that not all the customer's water is returned to the company's sewer network.
2. The company must meet the standards set out in OFWAT's Charges Scheme Rules and the Water Industry Act 1991.
3. The company also has certain obligations regarding its customer services as set out in OFWAT's Guaranteed Standards Scheme and the company's own Guarantee Standards Scheme (GSS).
4. Since April 2017, a non-household customer only has a relationship with the company, not the wholesaler. Therefore, if a non-household customer has an issue with their water supply or sewerage services, they must approach the company, which is responsible for chasing the wholesaler and trying to resolve the matter. Accordingly, all parties must bear in mind that I cannot find the company liable for something that only the wholesaler is responsible for within this decision.
5. The evidence shows that on 11 January 2019, the customer's Bowling Club contacted the company to explain that most water on-site did not return to the sewer and asked for a Non-Return To Sewer application form.
6. This was followed up by a call by the customer on 13 February 2019 requesting a 'one off' allowance to cover the additional watering of the green for the previous summer of 2018. The evidence shows that the water used for the bowling green was not returned to the sewer and drained naturally.

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7. I understand that the company provided a Non-Return To Sewer application form after the first call and advised the customer in the second call that it was not possible to grant a 'one off' allowance to cover unforeseen circumstances.
8. Between April 2019 and January 2021, various discussions took place between the company, the wholesaler and the customer regarding an allowance for 2018 and the Non-Return To Sewer application. During this period, and following further investigations by the wholesaler, I understand that the wholesaler reduced the customer's chargeable area concerning the surface water charge, and this was backdated to 2012 in line with the wholesaler's policy. Whilst this reduced the customer's wastewater charges, it did not consider the water used for the bowling green in 2018, which was not returned to the sewer and drained naturally.
9. The wholesaler's view concerning a "one-off" allowance applied for 2018 was that whilst the summer of 2018 was unprecedented, it would not normally consider assessing an allowance based on this period only. Therefore, it would not backdate non-return allowances and would only grant any allowance from the date of receipt of the application sent to it by the customer. Furthermore, to progress matters, the customer would need to provide evidence of how the amount of water used to irrigate the bowling green was calculated and whether a submeter was installed at the Bowling Club.
10. The customer was of the view that the spreadsheet provided within his initial application form provided that evidence. Furthermore, it was unfair that the wholesaler would not validate the usage without a sub-meter being installed.
11. In March 2021, the dispute was progressed to CCWater to resolve without success. The wholesaler maintained that it would not backdate any non-return allowance and would only grant an allowance from the date of receipt of the application, together with evidence of how the amount of water used to irrigate the bowling green was calculated. The customer remained unhappy with the outcome, and on 28 July 2021, commenced the WATRS adjudication process.
12. Concerning the customer's comments that his Bowling Club has been overcharged and that a Non-Return To Sewer allowance be applied for 2018, the evidence shows that if some of the surface water from the customer's premises does not enter into a public sewer, the customer may qualify for a reduction or even a refund in their wastewater charge. This is the basis for the Non-Return To Sewer allowance. The wholesaler says that whilst the summer of 2018 was

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unprecedented, it would not normally consider assessing an allowance based on this period only. The company, within its response, states it must abide by the wholesaler's scheme of charges, policies and processes, with which I agree. On careful review of all the evidence, I am satisfied with the company's position that its scheme of charges mirrors that of the wholesaler's, that it would not backdate non-return allowances and that if an allowance was granted it would only be from the date of receipt of the application. Furthermore, the evidence shows that the company has fulfilled its duty to the customer by challenging the wholesaler on its decisions throughout the dialogue with the customer. Therefore, I find there are no grounds to conclude the company has failed to provide its services to the customer concerning challenging the wholesaler on its decision or the granting of an allowance for 2018. Accordingly, I find that the evidence does not prove that the company failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning overcharging for wastewater in 2018.

13. Concerning an allowance going forward, I understand that the Bowling Club has a water meter and is required within its application to calculate the volume of water not returned to the sewer. If no accurate calculation is provided, it may result in the wholesaler delaying or possibly rejecting the application. The evidence shows that in 2019 the customer provided the company with its total usage as a site in different years and the excess water usage the bowling green in 2018. I understand that the customer's calculations were based upon the actual meter readings taken by the company, and from these, the customer calculated the volume between readings and the days between readings to come to the yearly usage figure. The customer then worked out the excess water used on the green was 639 cubic metres which were not returned to the sewer.

14. However, the evidence shows that the wholesaler required further proof that the water used for watering the bowling green was not used for any other purpose and without this evidence, it was unable to provide an allowance going forward. I understand that it was suggested that the customer install a submeter to accurately calculate the water not being returned to the sewer. Whilst I note that the customer has undertaken additional works to help further reduce water returned to the sewer, the evidence shows that no submeter had been installed or further evidence provided at the time of the customer's WATRS application. On carefully reviewing all the evidence, I am satisfied with the company's position that whilst it and the wholesaler are willing to provide an allowance, it cannot offer an allowance going forward without further evidence or a sub-meter being installed. Therefore, I find there are no grounds to conclude the company has failed to

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provide its services to the customer to the standard to be reasonably expected by the average person concerning the Non-Return To Sewer allowance going forward.

15. The company has certain obligations in respect of its customer services. After careful review of the evidence, I find the company had not given clear or concise guidance throughout the dialogue and this failure to provide sufficiently informative responses to the customer's complaint has led to a long, drawn-out dispute. I note that the customer has complained throughout its dialogue that the company and wholesaler's responses are unclear and uninformative. This has been highlighted by the issues surrounding the customer's direct debit and the Non-Return To Sewer allowance. I find that these failures fall within tier 1, and I believe that £100.00 credit adequately covers the customer for any inconvenience and distress incurred due to the company's customer service failings. Accordingly, I direct the company to pay the customer £100.00 for this aspect of his claim.
16. The customer has made comments on the preliminary decision concerning the relationship between the wholesaler and company, whether the company should charge for the water used for watering the bowling green in 2018 and the fairness of the adjudication. Having carefully considered each aspect of the customer's comments I find that they do change my findings, which remain unaltered from the preliminary decision.
17. Considering the above, I find the evidence does not prove that the company failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning overcharging for wastewater in 2018. Concerning customer service, I find the company had not given clear or concise guidance throughout the dialogue, and I direct the company to pay the customer the sum of £100.00.

Outcome

The company shall pay the customer the sum of £100.00.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.

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- The customer must reply by 27 October 22021 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 of 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.



**Mark Ledger FCI Arb
Adjudicator**

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