

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X576

Date of Final Decision: 6 October 2021

Party Details

Customer: The Customer

Company: The Company

Complaint

The customer claims the company has incorrectly charged her business since 2018 as her bills were based on a water meter that does not serve her business's property. Once these issues had been raised with the company, she endured poor customer service through her dialogue with the company, which led to the company chasing her for an undue debt and issuing a county court judgement against her. The customer is seeking the company to apologise and pay £10,000.00 for the incorrect county court judgment, inconvenience, and distress.

Response

The company accepts that there were delays in establishing whether the customer was being billed on the correct meter. Once it was found that the customer had been billed on an incorrect meter, the company agreed as a gesture of goodwill not to raise any charges for the customer's business before 28 June 2021. Furthermore, the company has requested that the county court judgement is removed. However, this takes a period of time. The company has not made any further offers of settlement.

Findings

I am satisfied the company did fail to provide its services to the customer to the standard to be reasonably expected concerning billing and customer service. Whilst the company's gesture of goodwill of not raising any charges for the customer's business before 28 June 2021 compensates the customer for some of this failure, I find that it does not adequately cover the customer for the inconvenience and distress incurred. Accordingly, I direct the company to pay the customer £1,250.00 for this aspect of her claim.

Outcome

The company shall pay the customer the sum of £1,250.00.

The customer must reply by 3 November 2021 to accept or reject this decision

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Case Outline

The customer's complaint is that:

- The company has incorrectly charged her business since 2018 as her bills were based on a water meter that does not serve her business's property.
- Once these issues had been raised with the company, she endured poor customer service through her dialogue with the company, which led to the company chasing her for an undue debt and issuing a county court judgement against her.
- The customer is seeking the company to apologise and pay £10,000.00 for the incorrect county court judgment, inconvenience, and distress.

The company's response is that:

- It accepts that there were delays in establishing whether the customer was being billed on the correct meter.
- Once it was found that the customer had been billed on an incorrect meter, the company agreed as a gesture of goodwill not to raise any charges for the customer's business before 28 June 2021.
- Furthermore, the company has requested that the county court judgement is removed. However, this takes a period of time.

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 pay compensation for its delay in resolving a metering dispute which led to the customer being chased for an undue debt and a county court judgement against her.
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 6 July 2018, the customer contacted the company to express confusion over her charges. I understand that the company advised her that one account in her name was for the Surface Water Charges and the other for water and waste charges. The company arranged for a meter reader to attend the property.
6. Various attempts were made between 25 September 2018 and 6 December 2018 to read the customer's meter. However, it was discovered that a problem existed with the meter, and it could not be read. Furthermore, the customer was advised that her meter might be on a shared supply.
7. On 14 March 2019, the customer contacted the company to request an update regarding whether her supply was shared and, on 19 March 2019, provided a photograph of the meter, including its

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serial number. The picture established that the customer's meter serial number did not match the customer's account, and a supply check was raised.

8. Between 2 April 2019 and 12 April 2021, the company attempted to read the customer's meter various times without success. However, it was not until 21 April 2021 that the company organised a site visit from the wholesaler. Furthermore, during this period, the company passed the outstanding balance to its debt collection department who issued a county court judgement against the customer. Following a call from the customer on 21 April 2021, the company revoked the county court judgement and ceased debt collection from the customer.
9. On 29 April 2021, the wholesaler advised that following a desktop study, it was likely that the customer's original meter was no longer in situ, and a new meter would need to be installed. This was later confirmed on 16 and 22 June 2021 when the wholesaler visited the customer's property. On 28 June 2021, the wholesaler updated its records to link a new meter to the customer property and to ensure correct future charges.
10. In July 2021, the dispute was progressed to CCWater, following which the company agreed as a gesture of goodwill not to raise any charges for the customer's business before 28 June 2021 and to ensure the county court judgement was set aside. The customer remained unhappy with the outcome as she was of the view that she had and still was experiencing substantial distress and inconvenience due to the company's delay. On 20 August 2021, she commenced the WATRS adjudication process.
11. Concerning the customer's comments that her business had been incorrectly charged since 2018, the evidence shows the meter the company was basing its charges on had been removed when the customer's property had been split in 2017. The company admits that it failed to take any action following various failed attempts to read the customer's meter between 2018 and 2021. This lack of action led to the customer being chased for an undue outstanding debt, and then a county court judgement being issued. On careful review of all the evidence, I am satisfied that had the company taken early and decisive action, the issue with the customer's meter could have been resolved promptly. The customer would not have been subjected to any substantial amount of distress and inconvenience.
12. Therefore, I find there are grounds to conclude the company has failed to provide its services to the standard to be reasonably expected by the average person concerning the customer's

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charges between 2018 and 2021. The company states that it has revoked the county court judgement and removed any charges for the customer's business before 28 June 2021. I am of the view that this does not adequately compensate the customer for the distress and inconvenience incurred and the fact the customer could not get financial help throughout the pandemic due to the county court judgment. Whilst I sympathise with the customer regarding the inconvenience, stress and disruption, I find the redress requested of £10,000.00 is disproportionate. On careful review of all the evidence, and taking particular account of the length of time that this dispute has been ongoing and the level of inconvenience that was caused by a county court judgment being incorrectly entered against the customer, I am satisfied that these failures fall within Tier 3 of the WATRS Guide to Compensation for Inconvenience and Distress. I consider that £1,250.00 would adequately cover the customer for the inconvenience caused by the company's failings. Accordingly, I direct the company to pay the customer £1,250.00 for this aspect of her claim.

13. The customer has made comments on the preliminary decision concerning the county court judgment which has yet to be revoked and the company's meter readers attendance. Having carefully considered each aspect of the customer's comments I find that they do not change my findings, which remain unaltered from the preliminary decision.

14. Considering the above, I find the evidence does prove that the company failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning billing and customer service. Whilst the company's gesture of goodwill of not raising any charges for the customer's business before 28 June 2021 compensates the customer for some of this failure, and I find that it does not adequately cover the customer for the inconvenience and distress incurred. Accordingly, as above, I have directed the company to pay the customer £1,250.00.

Outcome

The company shall pay the customer the sum of £1,250.00.

What happens next?

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

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- The customer must reply by 3 November 2021 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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