

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT-X585

Date of Decision: 18 October 2021

#### Complaint

The customer says that the company placed negative markings on his credit file for bills of which he was not notified.

He requests that the negative markings be removed from his credit file.

#### Response

The company says that the negative markings are accurate, and it made reasonable efforts to notify the customer of the charges.

No offer of settlement was made.

#### Findings

The company provided its services to the customer to the standard to be reasonably expected by the average person.

#### Outcome

The company does not need to take any further action.

The customer must reply by 15 November 2021 to accept or reject this decision.

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# ADJUDICATOR'S DECISION

Adjudication Reference: WAT-X585

Date of Decision: 18 October 2021

## Party Details

**Customer:**

**Company:**

## Case Outline

### **The customer's complaint is that:**

- He was renovating an unoccupied property ("the Property").
- After he sold the Property, the company sent a bill for the water charges applicable in the period in which he owned it.
- He did not receive the water company's bills and notifications as they were being sent to a property he no longer owned.
- As soon as he was aware of the bill he paid it.
- The company has placed negative markings on his credit file.
- He requests that the negative markings be removed from his credit file.

### **The company's response is that:**

- The customer did not tell the company that he had purchased the Property.
- An account was opened for the customer after the company received information from the Land Registry that the Property was owned by the customer.
- The customer used water at the Property for renovation purposes and so is liable for the charges.
- The first bill was sent to the customer on 16 October 2019, with a reminder sent on 13 November 2019. Further reminders were sent on 13 December 2019 and 27 December 2019.
- On 6 January 2020, the company was contacted by the new owner of the Property, who confirmed responsibility for water at the Property from 18 December 2019.

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- The customer's bill was amended to end responsibility on 17 December 2019.
- Bills and communications were sent to the Property because the company did not have other contact details for the customer.
- No payment was received or contact details provided until 13 January 2021.
- The company argues that the negative markings on the customer's credit file are accurate.

**The customer's comments on the company's response are that:**

- He emphasises that the account was set up and closed without any knowledge on his part.
- Because of this, he was not given an opportunity to pay the bill.
- He paid the bill as soon as he was aware of it.
- The company was aware that he did not live at the Property and so acted unreasonably by attempting to contact him there.

**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 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.

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### How was this decision reached?

1. Under Section 144 of the Water Industry Act 1991, “supplies of water provided by a water undertaker shall be treated for the purposes of this Chapter as services provided to the occupiers for the time being of any premises supplied”.
2. The customer does not deny that he was the “occupier” of the Property in the period in question, but emphasises that he was not aware that a bill had been issued and needed to be paid. He also argues that the company acted unreasonably in attempting to contact him at the Property after it was aware that he no longer owned the Property.
3. While the customer argues that he was not aware of the bill for the Property, the company has satisfactorily established that it issued the first bill to the Property in October 2019. As the sale of the Property did not occur until December 2019, this means that the first bill was sent to the Property at a time that the Property was owned by the customer.
4. While I accept the customer’s statement that he was not living at the Property, and so he may not have actually viewed this bill, he has not challenged the company’s statement that water was used at the Property during his period of ownership. The customer, therefore, was on notice that some charges would be owed to the company, as he would have recognised that he could not make use of water at the Property without payment. That the customer did not view the bills sent to the Property, which I accept on the basis of the customer’s statement, resulted from the customer’s failure to take reasonable actions to ensure that he paid for the water that was being used.
5. Similarly, while the customer argues that the company acted unreasonably in attempting to contact him at the Property despite knowing he no longer owned it, the reason the company did not have an alternative means of contacting the customer was because the customer did not provide one. Given that, it was reasonable of the company to attempt to communicate with the customer at the Property, in recognition of the possibility that such communications may be forwarded to him.
6. I find, therefore, that the company provided its services to the customer to the standard to be reasonably expected by the average person both in the way that it chose to communicate with

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the customer and in placing negative markings on the customer's credit file relating to the unpaid bills at the Property.

7. As a result, the customer's claim does not succeed.

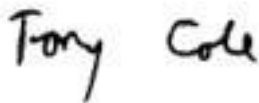
#### **Outcome**

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 by 15 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.

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**Tony Cole, FCI Arb**

**Adjudicator**

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