

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X605

Date of Final Decision: 14 October 2021

Party Details

Customer:

Company:

Complaint

The company opened an account in the customer's name even though he has never lived at the account address and the company is not, and never has been, the customer's water provider. The company then chased the customer for payments on the account and did not rectify the problem when the customer explained what had happened. The company's failing has caused the customer a great deal of stress and worry and sorting it out has been very time consuming. In recognition of this, the customer would like the company to pay him at least £500.00 in compensation.

Response

The Customer Relations Team accepted that a mistake had been made, cancelled the charges, closed the account, ensured that the customer's credit file had not been adversely impacted, and offered the customer £200.00 in compensation. However, the company has now received information which indicates that the customer is linked to the property. Therefore, the company withdraws its offer of compensation and, if further information is not provided by the customer by 1 October 2021, the account will be reopened and the charges will be reinstated. If the customer is able to provide the further information requested, the company will pay the customer £300.00 in compensation and the account will remain closed.

The company has not made an offer of settlement.

Findings

The evidence provided by the parties does not show on the balance of probabilities that the company failed to provide its service to the standard

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reasonably expected by the average customer by billing the customer at the disputed address. However, since the preliminary decision was issued to the parties, the customer has provided the company with information to confirm that he is not connected to the property and the company has arranged to pay the customer a goodwill payment of £300.00. Therefore, I make no further direction to the company.

Outcome

The company does not need to take any further action.

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Case Outline

The customer's complaint is that:

- His complaint is about the company setting up an account in his name, with his contact details attached to it, and then pursuing him for payments, even though he has never been a customer of the company.
- The company sent multiple text messages advising him to make payment on his account and saying that he had missed payments, but when he telephoned the company to explain that he was not a customer, never had been a customer and was in fact a customer of a different water provider, he was still advised to make a payment on his account.
- The company eventually promised to investigate but he received no updates, so he had to call repeatedly and take time off work because he was worried that bailiffs would turn up and seize his goods. He was also worried that the company would leave negative markers on his credit file which would prevent him from re-mortgaging.
- The company then asked for documents to prove his residency, water provider and where he had been living for the last five years. Sourcing these documents was stressful and time-consuming, and he had to take a significant amount of time out of his working day to do it.
- When he sent the documents to the company, he was advised that someone would contact him, but this did not happen despite the company's customer charter stating that it would respond within ten working days.
- Again, he had to chase the company by telephone and email, but he got no response until he was contacted by a case manager who said that he would be sent an email with further details on how to escalate the matter further. The case manager said that all the relevant details would be included in the email but, when it arrived, it included a URL which did not work. This hindered him further and he had to contact the company yet again.
- The company's failings have had a serious impact on him and his home life; he has suffered much stress, has been made to feel like the wrongdoer rather than the victim, has had to chase the company on multiple occasions, has written numerous emails, has made repeated

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telephone calls, has had to source documents, take time off work and check his credit file. The company was not at all proactive and the matter was only addressed because he persisted; if he had not, the situation would have had a very serious impact on his credit file.

- The company has admitted to making customer service mistakes and has offered £200.00 as a goodwill gesture. However, in view of the company's failings and the time and stress this issue has caused, the amount offered is not enough. Therefore, he wants the company to pay him at least £500.00 in compensation.

The company's response is that:

- The disputed account was closed by the Customer Relations Team, the customer's credit file was not been negatively impacted, and a goodwill gesture of £200.00 was offered to the customer.
- However, having considered the matter in detail in order to provide a response to the customer's claim, it seems that the Customer Relations Team made a mistake and the customer's account should not have been closed and the goodwill offer should not have been made.
- The account that the customer disputes is for REDACTED. When the Local Authority/Housing Association accounts were transferred to individual residents in 2019, x confirmed that the customer was the resident of that address. Also, an Equifax search showed that the customer was registered on the electoral roll for the property on 15 December 2015.
- While it does not disbelieve that the customer now lives at another address, it is confident that x know who they rent their property to and, as such, it considers the information correct.
- Further, since the customer's account was opened at the disputed address, it has received payments on the account. These payments were received after notices were sent in the post to the property. This shows that the post that is addressed to the customer is being opened and read by him or another person. If the customer is not opening the mail, it questions why another person would open bills in another person's name and then make payments. It suspects that if another person is opening the customer's post, they are doing so because they recognise the customer's name.
- Therefore, it invites the customer to make contact and confirm whether he has an association with the property and whether a third party has an agreement with him to rent the property and pay the water bills on his behalf. This information is needed to bill the property correctly and to try and locate who has made the payments to the account in the customer's name.

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- In view of the above, the customer's account at REDACTED should never have been closed. This is because the company's Charges Scheme of 2021/22 states that the occupier of a property will be responsible for paying the water charges unless another person agrees that they will be responsible instead.
- x have adhered to the law by providing the customer's details as the occupier of the property and, in turn, it has complied with the law and its own Charges Scheme by opening an account in the customer's name.
- Considering all of the information above, the offer of £200.00 as a goodwill gesture has been withdrawn and it gives the customer until 1 October 2021 to provide some additional information to prove that he is not liable for the charges at the property. If this information is not provided, it will re-open the account in the customer's name with effect from 1 October 2019.
- The information received from Equifax includes a date of birth; therefore, it asks the customer to provide a photocopy of his photo driving licence showing his name, date of birth and address. In addition, the customer may wish to contact x and ask for confirmation that the property is not rented to him. The confirmation should be on letter headed paper with a reference number that can be verified. The customer can either upload this information via the WATRS portal or email it to REDACTED
- If the customer is able to provide the requested information, it will arrange for the goodwill gesture previously offered of £200.00 to be sent to him and, as further information has been requested, it will add an additional £100.00 as a gesture of goodwill. However, further liability is denied.

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

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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. In the preliminary decision, I stated that having considered the information provided by x, the company was entitled to open the account for the property in the customer's name as it was told he was the tenant.
2. I also accepted that without clear evidence to show that x had made a mistake and the property is not or was not rented to the customer, it was reasonable for the company to request further evidence from the customer to prove he is not connected to the property, and that, if the customer did not provide this information, I found it reasonable for the company to reopen the account in the customer's name.
3. Also, as the evidence provided to me did not show on the balance of probabilities that the company had failed to provide its service to the standard reasonably expected by the average customer by billing the customer at the disputed address, I explained that I could not direct the company to pay compensation to the customer.
4. However, the company committed to pay the customer £300.00 as a gesture of goodwill if the required information was provided.
5. After the preliminary decision was issued, the customer provided the company with the further information requested and this included a copy of his driving licence. As the driving licence showed that the customer's date of birth differed to the date of birth shown on the Equifax information linking the customer to the property, the company has now accepted that the customer is not linked to the disputed property, has agreed not to reopen the account, and is arranging for the £300.00 gesture of goodwill to be paid to the customer.

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6. The reason that the customer's identity was confused by the company remains unclear as the company was acting on information provided by x and, also, the customer mentions the possibility of identity fraud. In view of this, I am not persuaded on the balance of probabilities that the company has failed to meet the expected standards of service but, in any event, I find the goodwill gesture offered by the company provides a resolution to the dispute and, as stated in the preliminary decision, it is in line with the amount of compensation the customer would have been awarded under the WATRS Guide to Compensation for Distress and Inconvenience had I found a failing on the company's behalf. Therefore, I make no further direction to the company in this regard.

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 within 20 working days to accept or reject this 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.
- If you do not tell WATRS that you accept or reject the decision, this will be taken to be a rejection of the decision.

K S Wilks

Katharine Wilks

Adjudicator

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