

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X697

Date of Final Decision: 05 January 2022

Party Details

Customer: The Customer

Company: The Company

Complaint

The customer has a dispute with the company regarding its long delays in both opening an account in her name and in raising an invoice for charges. The customer says that she regularly requested the company to open an account for her after she took up residence in the property. The customer states that when the company eventually sent her an invoice it was in a large amount, and she questioned why she should have to pay such an amount in one invoice after the company had delayed for so long. The customer says she sought compensation from the company, but it declined to pay. The customer claims that despite ongoing discussions with the company and the involvement of CCWater the dispute is unresolved and therefore she has brought the claim to the WATRS Scheme and asks that the company be directed to pay her compensation in the amount of £2,500.00 and issue an apology.

Response

The company acknowledges that it delayed opening an account and issuing a bill. It states that it has explained the reasons for the delays and has waived the majority of the charges incurred by the customer during her period of residence at the property. The company believes it has adequately and reasonably compensated the customer by waiving the charges and thus declines to increase the level of compensation already paid. The company has not made any formal offer of settlement to the customer.

Findings


The claim succeeds in part. I find that the evidence does support on a balance of probabilities that the company unduly delayed in both opening an account and in levying the initial bill of charges. I take note that the company has explained the causes of the delays, but I find the responsibility for the delays rests solely with the company. I find that the evidence does show that the company has failed to provide its services to a reasonable level and has failed to manage the customer's account to the level to be reasonably expected by the average person.

Outcome

The company shall pay the customer the sum of £100.00 in compensation and issue an apology.

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

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The customer must reply by 03 February 2022 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

- She has experienced an ongoing dispute with the company concerning issues with billing on her account. Despite the customer's recent communications with the company, and the involvement of CCWater, the dispute has not been settled.
- She took up residence at her dwelling on 01 October 2019.
- She contacted the company to request that it open an account in her name for services provided to her home. The customer states she was advised that the company would write within ten days to confirm the opening an account.
- The company did not respond to her as advised and she made numerous additional requests over many months, but the company continued to fail to open an account in her name.
- Eventually, in July 2020 the company confirmed the account was open, but it did not send her an invoice for payment until April 2021. The invoice received was in the amount of £522.00.
- She immediately contacted the company about the high bill and was informed by a company telephone agent that as an apology for delaying the issue of an invoice she would only be charged to April 2020 and not back to the date of occupation in October 2019. The customer says the company did not apply this gesture of apology.
- The company informed her that it would send meter readers to her property but that when they arrived they could not find the meter.
- On 05 May 2021 she submitted a formal complaint to the company.
- The response from the company confirmed the setting up of a payment plan but did not address the issue of backdating payments only to April 2020. Additionally, the company pressed her to set up a Direct Debit mandate to ensure her credit file would not be negatively impacted.

- Believing the company had not properly addressed her concerns she, on 28 June 2021, escalated her complaint to CCWater who took up the dispute with the company on her behalf. The records show that CCWater contacted the company on 09 September 2021 and has been continuously involved in the dispute since.
- On 05 October 2021, CCWater advised her that the company had responded in detail to its request for information. The company confirmed they had revoked the charges for the period between October 2019 to 31 March 2020, invoiced only for fixed charges between 01 April 2020 to 26 February 2021, cancelled her payment plan, and credited her bank account with the amount of £120.77.
- CCWater had concluded that the company's response was reasonable, that it could not take any further measures to have the company change its position and was thus closing her case.
- Continuing to be dissatisfied with the response of the company she has, on 29 November 2021, referred the matter to the WATRS Scheme where she requests that the company be directed to pay her compensation in the amount of £2,500.00 and issue an apology.

The company's response is that:

- It provided its response to the claim in its submission dated 08 December 2021.
- It confirms the property where the customer resided is a single unit split into a ground floor shop and a first floor flat above. Both units are served by a single meter and neither unit has ever been billed separately and the building was classified as a commercial premises.
- In 2016 the account for the property was transferred to a water retailer. The owner of the property has never informed it or the retailer that the premises also comprises a residential unit.
- Consequently, when the customer contacted it on 21 October 2019 it passed the account request to the retailer. The request was returned to the company when the retailer became aware of the residential unit in the property.

- It confirms that a changeover in its computer systems delayed the opening of a new account until 01 July 2020. When the confirmation of the account opening was sent to the customer, she was also advised that as the property was on a measured tariff the meter would be read at six-monthly intervals and thus she could expect her first bill within the following six months.
- On 28 January 2021 the customer complained that she had not yet received a bill. The company advised her that it required an opening meter reading to commence billing.
- On 26 February 2021 the customer vacated the residential unit at the property.
- It sent the customer a revised estimated bill on 29 April 2021 in the amount of £481.40.
- It confirms that it received a formal complaint from the customer on 05 May 2021 relating to the time taken to issue a bill and that a compensation payment of £50.00 promised by a company agent had not been received.
- On 05 July 2021 it set a payment plan for the customer to pay off her final bill over twelve monthly instalments of £30.74.
- It confirms receiving contact from CCWater on 09 September 2021, and that it has responded fully to CCWater's requests for information.
- It confirms that it has investigated fully the customer's complaint and has acknowledged that it delayed opening her account and issuing an invoice.
- It has not charged the customer for providing its services between 01 October 2019 and 31 March 2020, and between 01 April 2020 and 26 February 2021 it has billed only the standing charge and has waived payment for water supply and wastewater services.
- Additionally, it has identified that the customer has paid in excess of these revised charges and thus it refunded her the amount of £150.77, meaning her total payment for services between 01 October 2019 and 26 February 2021 amounts to £75.33.
- In summary, it believes the goodwill gesture and refund made to the customer are generous, fair, and adequate and it declines to make additional payments to the customer.

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

- On 14 December 2021, the customer submitted comments on the company's Response paper. I shall not repeat word for word the customer's comments and in accordance with Rule 5.4.3 of the Rules of the WATRS Scheme I shall disregard any new matters or evidence introduced.
- The customer reiterates her previously stated position and understanding of events. The customer states that she is disappointed that the company only made the revised charges and refunds after she complained to CCWater. The customer says that because of the problems caused to her by the company the compensatory amount claimed should be awarded to her.

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 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 relates to the customer's dissatisfaction that the company delayed in opening her account and in sending her an invoice for payment. The company says it has adequately compensated the customer for the delays.
2. I note that the WATRS adjudication scheme is an evidence-based process, and that for the customer's claim to be successful, the evidence should show that the company has not provided its services to the standard that would reasonably be expected of it.
3. The customer moved into the residential unit of the property on 01 October 2019. I can see from the evidence provided that the parties agree that the customer contacted it a few days later to request that an account be opened in her name for water services to the unit.
4. The company acknowledges that the customer contacted it on several occasions to make additional requests for an account as it had not acted on her initial request.
5. The parties agree that it was not until 01 April 2020 that the company opened an account in the customer's name. At the same time, it advised her that she would receive her first bill within the following six months.
6. The parties further agree that no bill was issued in 2020 and that in January 2021 the customer contacted the company again to request that she be given a bill.
7. The company has acknowledged that in February 2021 it identified that an opening meter reading had not been taken and thus a bill could not be raised. On 22 April 2021 the company issued an estimated bill so that the customer could start making payments.
8. Following the issue of the bill the customer advised the company that she had vacated the premises on 26 February 2021 and the company, on 29 April 2021, revised the bill down to £481.40.
9. The customer has stated that she believes she should not be liable for the bill because it took the company an unreasonably long period of time to both open an account and issue a bill. I am not persuaded as to the merits of the customer's position, as, irrespective of the time delay, she was in receipt of and consuming water during her entire stay in the residential unit of the property.

10. The company has explained that the business unit at the property has been unoccupied and that the property is on a measured tariff, thus all water consumed after October 2019 was in the residential unit. The company has acknowledged that its meter reader was unable to locate the meter.
11. I can further see that the company accepted the need of the customer to start paying something in respect of water services and has estimated the consumption based on standard usage of a three-person household. The company has detailed its calculations in its Response document.
12. From my examination of the company's calculations, I find that it has taken a measured and reasonable position and has fully detailed both the principle and details of its calculations. I find the calculated estimated amount of £481.40 to be reasonable.
13. The company admitted a customer service failing in respect of the delays in opening an account and sending an invoice. I take note that the company has explained the reasons for the delays but nevertheless I find that the responsibility for the delays rests with the company and not the customer.
14. In her application to the WATRS Scheme the customer has requested that I direct the company to pay her compensation in the sum of £2,500.00 for distress, loss of time, poor service, etc.
15. I take note that the company has (i) not charged the customer for providing its services between 01 October 2019 and 31 March 2020, (ii) between 01 April 2020 and 26 February 2021 billed the customer only the standing charge and has waived payment for water supply and wastewater services, and (iii) refunded certain of the payments previously made by the customer.
16. The result of the company's revised billing is that the customer has paid a total of £75.33 for her water supply and wastewater services for the entire period between 01 October 2019 and 26 February 2021. I thus calculate the customer has saved the amount of £406.07.
17. I am satisfied that the evidence shows that the customer was inconvenienced by the delays in opening her account and providing her with a bill, and thus I find that compensation is appropriate.

18. However, I find that the amount claimed is disproportionate to the harm done and I am content to grade the inconvenience at Tier 2 level according to the *WATRS Guide to Compensation for Inconvenience and Distress*, and thus would award the customer the amount of £500.00. However, as the customer has already benefited in the amount of £406.07 I herewith direct that the company shall pay the customer the sum of £100.00 in compensation.

19. I also direct that the company shall have an authorised representative provide a written apology to the customer for the inconvenience suffered because of the delays.

20. My conclusion on the main issues is that the company has failed to provide its services to the standard to be reasonably expected by the average person.

The Preliminary Decision

- The Preliminary Decision was issued to the parties on 23 December 2021.
- The company has, on 29 December 2021, acknowledged the Preliminary Decision and confirmed it has no comment thereon.
- The customer has, on 31 December 2021, acknowledged the Preliminary Decision and confirmed she has no comment thereon.
- Having read the response of the parties I am satisfied that no amendments are required to the Preliminary Decision.

Outcome

The company shall pay the customer the sum of £100.00 in compensation and issue an apology.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
 - The customer must reply by 03 February 2022 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.
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Peter R Sansom
MSc (Law); FCI Arb; FA Arb; FRICS;
Member, London Court of International Arbitration.
Member, CI Arb Business Arbitration Panel.
Member, CI Arb Pandemic Business Dispute Resolution Arbitration Panel.
Member, CEDR Arbitration Panel.
Member, CEDR Adjudication Panel.

Adjudicator

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