

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X732

Date of Final Decision: 24 January 2022

Party Details

Customer: The Customer

Company: The Company

Complaint

The customer has a dispute with the company regarding payment of an historic bill from 2015/16. The customer claims that he was residing as a dependent relative with his mother who was the sole tenant of the property in question, and he understood that she was responsible for payment of water bills. The customer says the company wrongly entered a default notice on his credit history file. The customer claims that despite ongoing discussions with the company and the involvement of CCW the dispute is unresolved and therefore he has brought the claim to the WATRS Scheme and asks that the company be directed to waive the outstanding charges and remove the default marker from his credit file.

Response

The company states that it has correctly opened a joint account in the names of the two occupiers of the property, namely the customer and his mother. Similarly, they are both jointly liable for the payment of charges. The company asserts that the bill for the period July 2015 to March 2016 was not paid despite numerous reminders and thus a default was registered in February 2016. The company has not made any offer of settlement to the customer and declines to provide the customer's two requested remedies.

Findings

I find that the company has responded in a reasonable manner to the customer's complaint. I further find that the customer has not established on a balance of probabilities that the company has wrongly (i) opened an account in his name; (ii) made him liable for payment of charges; (iii) placed a default notice on his credit history file. Overall, I find that the

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company has not failed to provide its services to a reasonable level nor has failed to manage the customer's account to the level to be reasonably expected by the average person. The customer's claim does not succeed.

Outcome

The company does not need to take further action.

The customer must reply by 21 February 2022 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

- He has experienced an ongoing dispute with the company concerning issues with billing on his account. Despite the customer's recent communications with the company, and the involvement of CC, the dispute has not been settled.
- The company has jointly billed him and his mother for water services provided to a dwelling in (REDACTED) in the (REDACTED).
- He was not at any time a tenant at the property, with his mother registered as the official tenant and he was living with her as a dependent relative. The customer says that he was never responsible for paying any utility bills.
- His mother took over the tenancy of the property in July 2015, and that he spent approximately six months at the house as from that time until he moved out and took up residence at the dwelling of his partner's parents.
- He first became aware in June 2021 that he had an account with the company for the (REDACTED) property, that there was an outstanding balance on the account, and that the company had entered negative markers on his credit history file.
- Following discussions with the company, he provided it with proof that he formally resided at an address in (REDACTED) as from 29 September 2017.
- Following his presentation of the evidence the company reduced the overdue outstanding amount but refuses to reduce it completely because he cannot provide proof that he had vacated the property prior to September 2017.

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- He contends that the company was wrong to open an account in the joint names of himself and his mother because he was not a tenant at the property. The customer also contends that the company acted in an illegal manner when it opened the account without his prior permission.
- He is unhappy that the company has placed negative default markers on his credit history file and declines his request to remove them.
- Believing the company had not properly addressed his concerns he, on 02 September 2021, escalated his complaint to CCW who investigated the dispute on his behalf.
- On 11 November 2021, CCW informed him that after reviewing his case it believed the company had acted correctly in opening the account in his name as he was an occupier at the property and thus jointly liable for the charges. It further accepted that the company again acted correctly when entering negative markers on his credit history file because the bills issued by the company had not been paid by the account holders.
- CCW advised him that it believed the company would not change its position and thus confirmed that it could not take any further steps to alter the position of the company and was closing his complaint.
- The customer says that despite the intervention of CCW, the dispute is ongoing, the company has not changed its position and CCW are unable to obtain a resolution between the parties. The customer remains dissatisfied with the response of the company and has, on 13 December 2021, referred the matter to the WATRS Scheme where he requests that the company be directed to waive the outstanding balance remaining on the bill and remove the markers from his credit history file.

The company's response is that:

- It provided its response to the claim in its submission dated 22 December 2021.
- It confirms that as charges for water services are statutory and not contractual it does not need approval to open an account in the name of the occupiers of a property, and to bill them.
- Its right to bill occupiers of property comes from Section 142(1) of the Water Industry Act 1991.
- In September 2015 (REDACTED) advised it that the property in (REDACTED) had two adult occupants, the tenant and her son (the customer).

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- Upon receiving this information, it opened an account for the property in the joint name of the two occupiers.
- Charges at the property were calculated on a fixed unmeasured tariff and a bill was issued in the amount of £323.64 for the period between July 2015 to March 2016.
- Despite sending several reminders the bill remained unpaid and it thus registered a default on the account on 16 February 2016.
- It acknowledges that the customer contacted it on 15 June 2021 to question the entry on his credit file.
- It confirms that it shares information on customers' accounts with credit reference agencies, and this fact is stated on all its bills.
- Following investigations, the customer provided a tenancy agreement showing that he had lived in a separate property at (REDACTED) since 29 September 2017.
- It accepted the evidence and thus closed the joint account and reduced the outstanding account balance from £2,976.64 to £1,047.20.
- It has explained to the customer that before being able to reduce the bill further it requires him to produce evidence to confirm where he was residing between July 2015 and 29 September 2017. The company states that no such evidence has been submitted.
- In summary, it confirms that it believes the original joint account was opened correctly and lawfully, that it has accepted the information provided by the customer in June 2021 and reduced the outstanding balance, and has correctly entered the default marker.

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

- On 31 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 reiterated his position as previously set down. He repeats that he lived at the property only for a six-month period and had only just turned eighteen years old and was not aware that he was jointly responsible for paying the water company charges. The customer says that he believes his mother, as the sole tenant of the property, should be singularly liable for the

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outstanding charges. The customer reiterates that he contacted the company in June 2021, immediately upon becoming aware of the outstanding charges.

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 has been billing him for outstanding charges he was not aware of and has entered a default marker on his credit history file.
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. I can see that the parties agree that the customer took up residence in the (REDACTED) property as from July 2015. This is established by the confirmation letter from the appropriate housing authority.
4. The customer has confirmed that he was aged eighteen when he lived at the property with his mother, the official tenant.

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5. The definition of an “occupier” is set down in the company’s “*Scheme of Charges*” booklet, along with the requirement that all occupiers of a property are responsible for payment of charges.
6. I am satisfied that the customer was an adult occupier of the property. Thus, I find that the company acted correctly in holding him and his mother jointly liable for payment of charges for services provided by the company.
7. I take note that the customer contends that he was not aware of his liability to pay the charges and that he understood his mother, as the sole tenant, was solely responsible for payment. However, his incorrect understanding does not remove his responsibility for liability to pay the charges.
8. The customer, in his application to the Scheme, requests the company be directed to waive the balance outstanding on the account. As I have found that he is jointly liable for the charges then it follows that I shall not direct the company to waive the outstanding charges.
9. The customer has also claimed that the company opened a water account in his name without his permission. The company’s “*Scheme of Charges*” booklet at Section 4 states that occupiers are liable for charges, and I am satisfied that the company correctly identified, from evidence submitted to it by “(REDACTED)”, that the customer was an occupier of the property and thus liable for the payment of charges. It follows that the company was entitled to open an account in its systems for the property in the names of the two occupiers.
10. The customer has also complained that he believes the company incorrectly placed a negative marker on his credit history file. I have established that I find the company acted correctly when opening an account in his name and in making him jointly liable for the payment of charges.
11. I can see that the company has set out the charges levied since July 2015 in respect of services provided and states that a charge of £323.64 was invoiced for the period 27 July 2015 to 31 March 2016. The company asserts that despite issuing several reminders because of non - payment the bill has never been settled and thus on 16 February 2016 it issued the default notice against the account holders.
12. I take note that the customer, in his submissions, has not addressed the issue of non-payment of the bill.
13. I can see that the company prints details on all issued invoices, that it shares history of customer payment records with credit reference agencies, and thus again I find that the customer was or should have been reasonably aware of the company’s procedure. I am satisfied that the

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company acted correctly in raising the default notice and I shall not direct that it removes it from the customer's credit history file.

14. I take note that the company, upon receipt of confirmation from the customer that he was residing elsewhere, at (REDACTED), since 29 September 2017 closed the joint account with his mother and reduced the outstanding amount on his account.
15. I am further satisfied that the company has informed the customer that should he provide confirmation that he was not living at (REDACTED) between 2015 and September 2017 then it would reduce the outstanding balance commensurately. I find that the company has acted in a fair and reasonable manner with this advice to the customer.
16. Overall, I find that the evidence does not establish on a balance of probabilities that the company was wrong to open an account in his name and to make him jointly liable for payment of charges.
17. My conclusion on the main issues is that the company has not failed to provide its services to a standard to be reasonably expected by the average person.
18. My decision is that the customer's claim does not succeed.

The Preliminary Decision

- The Preliminary Decision was issued to the parties on 14 January 2022.
- The company has, on 21 January 2022, acknowledged the Preliminary Decision and confirms that it has no additional comments to submit.
- Having read the response of the company I am satisfied that no amendments are required to the Preliminary Decision.

Outcome

The company does not need to take any further action.

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What happens next?

- This adjudication decision is final and cannot be appealed or amended.
 - The customer must reply by 21 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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