

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT/X762

Date of Final Decision: 09 February 2022

Party Details

Customer: The Customer

Company: The Company

Complaint

The customer has a dispute with the company regarding its failure to open an account in her name, its failure to issue regular invoices, and its failure to substantiate charges. The customer says it was only after she vacated the premises that the company commenced to demand payment and issued bills containing unsubstantiated charges. 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 amend the level of outstanding charges, pay compensation, and issue an apology.

Response

The company states that it has correctly calculated all charges, and notes that consumption both before and after the customer's period of occupation was lower than when she was in residence. It has no record of any leaks being reported while she was occupying the apartment. Thus, it believes the charges are correct, overdue, and payable by the customer. The company has not made any offer of settlement to the customer and declines to adjust the final bill issued to her.

Findings

I find that the customer's claim succeeds in part. The evidence does not support that the company opened an account in the customer's name as she requested nor that it provided monthly bills during her period of occupancy. Additionally, I find the company has not substantiated the level of charges raised against the customer. Overall, I find that the company has failed to provide its services to a reasonable level and has failed to

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manage the customer's account to the level to be reasonably expected by the average person.

Outcome

The company shall issue a final bill for cold water in the amount of £787.82, pay £200.00 in compensation, and issue an apology.

The customer must reply by 09 March 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, metering, and water supply. Despite the customer's recent communications with the company, and the involvement of CCWater, the dispute has not been settled.
- She rented a two-bedroom apartment from 22 May 2020 to 21 May 2021.
- Upon taking up residence she contacted the company and requested it set up an account in her name as the new occupier of the premises, and requested that any outstanding debts from the previous occupier not be transferred to her account.
- The company failed to set up an account in her name, and consequently, when the lease expired and she vacated the premises, she had not paid a water bill throughout the twelve months duration of her tenancy.
- After relocating from the apartment, she was repeatedly contacted by the company requesting that she pay an outstanding amount for services used.
- Upon contacting the company and explaining that she had never received a bill the company issued an invoice in the amount of £664.77 that the customer paid and understood that it was in full and final settlement.
- The company continued to communicate with her because it claimed that the invoice paid was only for hot water and an amount of £1,252.92 remained outstanding in respect of cold water.
- On 30 July 2021 she opened a formal complaint. The customer asserts that the company replied by confirming the outstanding balance was £1,917.69 but did not offer any explanation as to how the amount was calculated.
- She does not understand why she is billed separately for hot and cold water as she understood there was a single water supply pipe to the apartment, and she believes a bill in excess of £2,000.00 for a two-bedroom apartment for one year is excessive and incorrect.

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- Believing the company had not properly addressed her concerns she, on 17 August 2021, escalated her complaint to CCWater who investigated the dispute on her behalf.
- On 12 November 2021, CCWater contacted the company requesting full information and clarifications in respect of the customer's complaint.
- The company responded to CCWater on 01 December 2021 and stated that the customer was on a measured tariff and consumption was recorded by two separate "smart" meters, one each for hot and cold water. The company also stated that it has no record of any leaks being reported and thus it was confident that the bills issued are correct and the amount outstanding is due and payable.
- CCWater advised her on 16 December 2021 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 her complaint.
- The customer says that despite the intervention of CCWater, the dispute is ongoing, the company has not changed its position and CCWater are unable to obtain a resolution between the parties. The customer remains dissatisfied with the response of the company and has, on 10 January 2022, referred the matter to the WATRS Scheme where she requests that the company be directed to adjust the outstanding balance to more accurately reflect the average consumption for two people, pay compensation for distress in the amount of £250.00 and issue an apology.

The company's response is that:

- It provided its response to the claim in its submission dated 11 January 2022.
- It confirms that its records show that the customer occupied the apartment between 01 October 2020 and 28 May 2021.
- Prior to the customer taking up residence there was little usage. The records also show low usage after the customer vacated the property.
- It confirms that hot water is supplied to the apartment through a district heating system and the records show similar consumption for hot water during the customer's occupancy.
- No reports of any leaks at the property were reported by the customer or the facility management company responsible for the property.

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- Because usage stopped when the customer vacated the property it believes she is responsible for all consumption during her tenancy and for settling the associated bills.

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 says that the company is incorrect in stating that she took up occupation of the apartment in October 2020 and thus is also wrong in its statement concerning usage before this date. The customer asserts that CCWater advised her that the company's prices are higher than the national average and that her consumption as recorded by the company exceeds the normal average for a two-person household. The customer further contends that she did not report a possible leak because she never received a bill from the company and thus could not have been aware of the level of consumption.

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.

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How was this decision reached?

1. The dispute relates to the customer's dissatisfaction that the company failed to send her any bills for a period of twelve months and subsequently demanded an excessive payment without substantiation.
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 disagree as to when the customer took up residence in the apartment. The customer states her tenancy was from 22 May 2020 to 21 May 2021, but I note she does not provide any documentary proof of this.
4. The company in its Response document says its records show the customer took up residence as from 01 October 2020. However, I can see that this is in conflict with the first bill issued for hot water which states it is for the period commencing 22 May 2020.
5. A further conflict of position is that the cold-water bills commence as from 01 October 2020 and not in May 2020 as does the hot water.
6. However, the company, in support of its position, has submitted an Excel spreadsheet showing purported readings from both hot and cold-water meters.
7. The company has stated that the meter readings show that consumption before and after the customer's occupation is markedly lower than the consumption recorded during her residency. This is notwithstanding the inconsistencies in the company's records that show hot water billed for May 2020 but cold water only from October 2020.
8. From my study of the spreadsheet, I am satisfied that the company's interpretation of the meter readings is correct.
9. I am provided with copies of bills produced by the company, and although these show consumption dates from 2020 I note that all bills were produced on 03 June 2021, after the customer had moved out of the property.
10. Overall, I am satisfied that the customer has settled in full the hot water bills produced by the company and the dispute submitted to the WATRS Scheme concerns only cold-water charges.
11. I take particular note of an invoice for cold water for the period 01 October 2020 to 01 January 2021. This document shows the meter readings for the period that give an amount due of

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- £579.44 but adds to this a carried forward amount of £341.32. No substantiation of this amount is given and a previous invoice, if issued, is not provided. I am not satisfied that the customer is due to pay the amount of £341.32 as the company has not substantiated the principle or the calculation of this amount.
12. I also take into consideration that the company appears not to have billed the customer for cold water consumed between 22 May 2020 and 30 September 2020 plus between 01 April 2021 and 21 May 2021. This is a saving to the customer.
 13. The company has submitted a further invoice covering the period from 02 January 2021 to 31 March 2021 in the amount of £208.38.
 14. I can see that the amount outstanding that has been substantiated by the company is £579.44 + £208.38 = £787.82.
 15. I therefore find that the outstanding balance, substantiated by the company, as being owed by the customer for the consumption of cold water is £787.82 and I direct the company to adjust the customer's final invoice to show this is the total amount owing.
 16. The customer has also requested that the company be directed to pay her £250.00 compensation for distress and issue an apology.
 17. I am satisfied that the evidence shows that the company did not open an account for the customer in May 2020 as she requested, nor did it send her contemporary invoices during the period of her occupation of the dwelling.
 18. Similarly, I can see that the company, when responding to the queries of CCWater, has not supplied full details to support its stated position in respect of the customer's complaints.
 19. Overall, I find that the evidence supports that the company has failed to provide its services to the customer to the standard to be reasonably expected by the average person and that its acts and omissions have contributed to the distress experienced by the customer.
 20. Consequently, I find that compensation for distress is appropriate. I am content to grade the company's failure at Tier 2 level of the *WATRS Guide to Compensation for Inconvenience and Distress* and direct that the company shall pay £200.00 in compensation to the customer.
 21. Additionally, I direct that the company has an authorised representative provide the customer with a written apology for the distress experienced.
 22. My conclusion on the main issues is that the company has failed to provide its services to a standard to be reasonably expected by the average person.

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23. My decision is that the customer's claim succeeds in part.

The Preliminary Decision

- The Preliminary Decision was issued to the parties on 30 January 2022.
- The company has, on 01 February 2022, acknowledged the Preliminary Decision and confirms that it will follow the adjudicators directions.
- The customer has, on 04 February 2022, acknowledged the Preliminary Decision and confirms that she will accept the adjudicators decision.
- Having read the response of the parties I am satisfied that no amendments are required to the Preliminary Decision.

Outcome

The company shall issue a final bill for cold water in the amount of £787.82, pay £200.00 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 09 March 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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