

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X769

Date of Final Decision: 15 February 2022

#### Party Details

**Customer:** The Customer

**Company:** The Company

#### Complaint

The customer claims that the company did not inform her that she would be charged separately for water and sewerage. Furthermore, the company provided no invoices or reminders and then pursued her for a debt that was never due, both of which led to inconvenience and distress. The customer is seeking the company to apologise, evidence that the charges are correct, remove the adverse credit marks on her account and pay compensation for the inconvenience and distress caused.

#### Response

There is no legislation or legal obligation requiring the company to give notice of its services to its customers. Furthermore, the company cannot be held liable for any omissions from third parties in failing to inform the customer of the appropriate sewerage service provider. Several bills and reminders were sent to the customer between November 2018 and June 2019. The company states that as the customer failed to keep her account up to date regarding payment, the company was entitled to begin its recovery process according to its policy set out in its Charges Scheme. The company has not made any further offers of settlement.

#### Findings

I am satisfied that the evidence shows that the company did not fail to provide the customer's services to the standard reasonably expected concerning billing the account and its debt collection process.

#### Outcome

The company needs to take no further action.

The customer must reply by 15 March 2022 to accept or reject this decision.

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# ADJUDICATOR'S FINAL DECISION

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## Case Outline

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

- The company did not inform her that she would be charged for water and sewerage services separately.
- Furthermore, the company provided no invoices or reminders and then pursued her for a debt that was never due, both of which led to inconvenience and distress.
- The customer is seeking the company to apologise, evidence that the charges are correct, remove the adverse credit marks on her account and pay compensation for the inconvenience and distress caused.

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

- There is no legislation or legal obligation requiring the company to give notice of its services to its customers.
- Furthermore, the company cannot be held liable for any omissions on behalf of third parties in failing to inform the customer of the appropriate sewerage service provider.
- Several bills and reminders were sent to the customer between November 2018 and June 2019.
- As the customer failed to keep her account up to date regarding payment, the company is entitled to begin its recovery process according to its policy as set out in its Charges Scheme.
- The defaults on the customer's account were correctly reported, and the company cannot remove them.

## 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 another disadvantage as a result of a failure by the company.

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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 centres on whether the customer is entitled to have the adverse credit marks on her account removed as they relate to a period where the company failed to notify the customer that it was providing sewerage services to her property.
2. The company must meet the standards set out in OFWAT's Charges Scheme Rules, the Water Supply and Sewerage Services (Customer Service Standards) Regulations 2008 and the Water Industry Act 1991.
3. The company also has certain obligations regarding its customer services as set out in the OFWAT Guaranteed Standards Scheme and its own Guarantee Standards Scheme (GSS).
4. From the evidence put forward by the customer and the company, I understand that the customer was the occupier of **XX** from 1 February 2018 to 29 May 2019 under account reference **XX**. This was a rented property for which the company provided sewage service, and **XX** provided water services.
5. On 26 February 2018, **XX** notified the company that the customer was now the occupier of **XX** and an account was opened starting from 2 February 2018. However, I understand that it was found later in the dialogue with the customer that a welcome letter was not sent, and the company made a payment of £20.00 under its Guarantee Standards Scheme for this failure.
6. On 11 November 2018, the first bill for sewerage services was sent to the customer. Between December 2018 and May 2019, the company continued to send its bills and correspondence to the customer at the property. Furthermore, a recovery officer was sent to the property. However, the officer could not contact the customer and left a card requesting that the customer contact the company. During this period, the company notified its credit reference agencies that the account was overdue, and default marks were then placed on the customer's credit file.

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7. On 15 July 2019, the landlord of **XX** contacted the company to advise that he had moved back into the property, and the customer's account was closed on 28 May 2019, leaving an outstanding balance of £434.98. On 8 January 2020, as the balance remained outstanding, the company undertook a retriever search which identified the customer's new address. Between 9 January and 10 February 2020, the company sent several letters and notices to the customer at the new address regarding the outstanding balance.
8. On 27 February 2020, the customer contacted the company requesting all the correspondence previously sent to her at **XX**. Between May and June 2020, the company continued to send its bills and correspondence to the customer at the property. Between 28 November 2020 and February 2021, various correspondence took place between the parties, and the company made a further payment of £20.00 under its Guarantee Standards Scheme for failing to respond to the customer email in November 2020. On 12 April 2021, the customer paid the outstanding balance.
9. The evidence shows that the customer wished the company to remove the negative marks on her credit file. The customer believed that she had not received any information, invoices or notices whilst occupying **XX**, which would indicate that she was liable for the sewage charges between 1 February 2018 to 29 May 2019. However, the company believed that whilst it failed to issue a welcome letter, it issued three invoices and two reminder letters to the customer whilst she was in occupation of **XX**. None of the letters or reminders were returned by the Post Office, and therefore there is a presumption that these documents were received. Accordingly, the charges were raised correctly, and the company has to report the activity on the account accurately. The company would not remove the negative markers as doing so would be falsifying information.
10. However, a solution could not be reached, and the customer progressed matters to CCWater to resolve without success. The customer remained unhappy with this outcome, and on 29 December 2021, commenced the WATRS adjudication process.
11. Concerning the customer's comments that she had not received any information, invoices or notices whilst occupying **XX**, which would indicate that she was liable for the sewage charges, whilst I sympathise with the customer, there is no legislation or legal obligation requiring the company to give notice of its services to its customers, and the company cannot be held liable for any omissions on behalf of the property's letting agent in failing to inform the

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customer of the appropriate sewerage service provider. The evidence shows that the company issued three invoices and two reminder letters to the customer whilst she was in occupation of **XX**, none of which were returned to the company.

12. Bearing in mind the above, I am satisfied that the company acted in good faith when opening an account for the customer at **XX**. Concerning the debt collection process, between 1 February 2018 to 29 May 2019, various demands and notices of action were sent to the customer as the company had not received payment. The evidence shows that none of this correspondence sent to the property was returned advising that the details were incorrect. In light of the above, I find that it has not been proven that the company failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning opening the account for the property.
13. I note the customer's comments concerning whether the charges were correct when the invoices were raised. She was of the view that the information concerning her meter reading was not automatically provided to the company by **XX**. The evidence shows that the company calculates its sewerage charges at 90% of the water supplied as measured by the meter, plus a standing charge to cover the cost of surface water drainage. The meter readings taken by **XX** were actual readings, and the company says it based its invoices on these readings. Whilst I sympathise with the customer, WATRS is an evidence-based scheme, and without any evidence to the contrary, I find I cannot say with any certainty that the invoices were not raised from **XX** actual readings. In light of the above, I find that it has not been proven that the company failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning its charges.
14. Section 143 of the Water Industry Act 1991 gives the company the power to set a Charges Scheme. Where a bill has not been paid, in line with the company's Charges Scheme, a debt recovery process is in place for all of its customers. In compliance with OFWAT's guidelines on collecting debt, if no payment plan is in place with the company or full payment has not been received, the company is entitled to report any late payment to the credit reference agencies and pass the debt on to a debt collection agency. In light of the above, I find that it has not been proven that the company failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning its debt recovery processes.

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15. The company has certain obligations in respect of its customer services. As evidenced by the timeline within the company's response documents, I am satisfied that by the end of the company's dialogue with the customer, the company had adequately explained the reasons behind why the debit on the customer's account was correct and payable. I note that the customer has been provided credit under the company's Guarantee Standards Scheme for failing to send a welcome letter and respond to the customer's email in November 2020. Accordingly, I am satisfied there have been no failings concerning customer service for which the customer has not been compensated.
16. The customer has made comments on the preliminary decision regarding the date on the company's bills and the company's correspondence. Having carefully considered each aspect of the customer's comments, I find that they do not change my findings, which remain unaltered from the preliminary decision.
17. Considering the above, I find the evidence has not proven the company failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning opening the account for the customer's property and the debt recovery process, nor has it shown the company failed to provide services to the standard to be reasonably expected when investigating these issues. Furthermore, I am satisfied there have been no failings regarding customer service for which the customer has not already been adequately compensated.

### Outcome

The company needs to take no further action.

### What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 15 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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**Mark Ledger FCI Arb  
Adjudicator**

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