

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT/X777

Date of Final Decision: 22 February 2022

Party Details

Customer:

Company:

Complaint

The customer has a dispute with the company regarding its refusal to back date surface water drainage charges to the time he took up residence at his property in 1989. The customer believes he has never been connected to the company's sewer system and its offer to backdate only to September 2019 is not sufficient. The customer claims that despite ongoing discussions with the company and the involvement of CCWater the dispute is unresolved and therefore he has brought the claim to the WATRS Scheme and asks that the company be directed to fully backdate his surface water drainage charges, correct and re-issue all previous invoices, pay compensation, and issue an apology.

Response

The company says it has correctly charged the customer in compliance with its OFWAT approved Scheme of Charges and has established on several occasions that the customer's property was connected to its surface water drainage assets. The company confirms that it immediately removed the customer's obligation to pay surface water drainage charges after he confirmed he had made changes to his surface water runoff status. The company has made an offer of settlement to the customer to backdate charges to September 2019 and make a goodwill payment of £50.00, but records that the customer has not accepted the offer.

Findings

The claim does not succeed. I find that the evidence does not support on a balance of probabilities that the customer was not connected to the company's surface water drainage sewer or that the company has incorrectly charged the customer. Overall, I find that the company has not failed to provide its services to a reasonable level and has not failed to manage the account to the level to be reasonably expected by the average person.

Outcome

The company does not need to take further action.

The customer must reply by 22 March 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, water supply, and wastewater/sewerage charges. Despite the customer's recent communications with the company, and the involvement of CCWater, the dispute has not been settled.
- He took up residence at his property in 1989.
- In July 2019 he contacted the company to question his surface water drainage [SWD] charges because he believed his property was not connected to the company's system.
- The company visited his property and inspected his SWD and confirmed that it was connected to the company's system.
- The company engineers that visited his property did not undertake their inspections correctly and thus in June 2020 he complained again to the company, and a further inspection was carried out by its engineers.
- The inspection confirmed that the property was connected to the company's SWD assets via a sloping driveway. The customer states that he is unhappy that this was not identified in the 2019 inspections.
- He undertook works at the driveway and upon a subsequent visit from the engineers it was confirmed that the SWD at the property no longer ran into the company's system and the company said it would no longer charge him for SWD.
- Upon making a request, the company backdated the no-charge period to 14 September 2020. However, he believes that the charges should be backdated to November 1989, and he subsequently rejected a company offer to backdate to 19 September 2019 – the date of the second inspection of that year.

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- Believing the company had not properly addressed his concerns he, on 26 February 2021, escalated his complaint to CCWater who took up the dispute with the company on his behalf. The records show that CCWater contacted the company on 11 May 2021 and requested more detailed information from it and to review the customer service provided.
- Ongoing communications continued between the three stakeholders but without the company changing its position, and on 09 November 2021 CCWater submitted another pre-investigation request to the company.
- On 15 November 2021 the company replied to CCWater confirming its position and explaining the reasons for declining to extend the back charges beyond September 2019.
- Subsequently, on 22 November 2021, CCWater advised him that it had received a formal response from the company answering in reasonable detail the questions posed to it. The company had confirmed that it had not changed its position from that set down in its previous letter to the customer. CCWater also informed him that it could not take any further action to have the company change its position and was therefore closing his complaint.
- The customer remains dissatisfied with the response of the company and has, on 12 January 2022, referred the matter to the WATRS Scheme where he requests that the company be directed to (i) backdate to 2014 his removal from having to pay SWD charges; (ii) reduce his water charges and refund over-payments commencing in 1989; (iii) supply him with corrected invoices; (iv) increase its goodwill offer from £50.00 to £500.00; (v) pay compensation for overcharging him; and (vi) issue an apology.

The company's response is that:

- It provided its response to the claim in its submission dated 08 February 2022.
- It acknowledges that the customer first contacted it in July 2019 to question his SWD charges because he believed he was not connected to company assets.

- It undertook two separate site inspections at the customer's property in August and September 2019, and both inspections confirmed that the customer's property was connected to its assets in respect of SWD.
- It acknowledges that the customer contacted it again in June 2020 to question further his SWD charges. Subsequently, it organised another site inspection on 14 September 2020 and the engineer again confirmed the property was connected to the company's SWD system. However, the engineer identified that the connection was via a sloping driveway at the property, and this was communicated to the customer.
- It notes the customer undertook work at the driveway on 03 October 2021 and subsequently requested another inspection. The company engineer attended on 04 November 2021 and confirmed that the property was no longer connected to the company system for SWD. The company says it ceased to apply SWD charges to the customer's account, backdated to 03 October 2021, and upon further review the charges were backdated to 14 September 2020.
- It confirms that on 04 December 2020 the customer stated he did not believe that he had ever been connected to the company's SWD system and thus requested that all charges paid since November 1989 should be refunded to him. It declined to do so.
- It acknowledges that it was contacted by CCWater on 18 May 2021, and following an additional review it agreed to backdate the charges to 19 September 2019, being the date of the second inspection and acknowledging that the driveway issue should reasonably have been identified. The company records that the customer rejected the proposed extra backdating.
- On 09 November 2021 it received further communication from CCWater and on 15 November 2021 it issued its final position and confirmed it would not entertain extending the backdating beyond September 2019.
- In summary it states it has confirmed and shown that the customer was connected to its SWD system prior to October 2020, and it has refunded reasonable back charges. The company records that it made a reasonable settlement offer to the customer to backdate his charges to September 2019 and to credit him with £50.00 as a goodwill gesture.

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 refused to backdate SWD charges to November 1989, the date when he first took up residence at the property.
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. It seems to me that the main thrust of the customer's ongoing dispute is in respect of SWD charges, and the backdating of such charges.
4. However, I note that upon responding to the WATRS administration request for clarification on the remedies he was seeking, the customer has added several other issues to his WATRS referral.
5. I take note that the company has accepted the additional complaints and has addressed them in its response/defence document.

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6. I can see that the parties agree that the customer first contacted the company on 02 July 2019 to express concern about his SWD charges.
7. The parties also agree that the company sent engineers to investigate on two separate occasions in August and September 2019, and that on both occasions it was confirmed that the SWD from the property went into the company's sewer.
8. The customer contends that the inspections were not rigorously undertaken, stating on the first visit the engineer did not fully inspect all drains and on the second visit the engineer appeared more concerned that all houses in the neighbourhood may not be connected to the company's system. Unfortunately, I am not supplied with any evidence to support the customer's contentions.
9. However, I see that the company again sent an engineer to the property on 14 September 2020 and once again confirmed that SWD flowed to the company's system.
10. During this inspection the engineer informed the customer that water was flowing down his sloped driveway and entering the sewer, and I see that the customer subsequently undertook works to the driveway that were completed on 03 October 2020.
11. It seems to me that the company acknowledged that the issue with the driveway should potentially have been identified by its engineer during the September 2019 inspection. As a result, it has offered to backdate the commencement of the SWD no-charge period to September 2019, but I note that the customer has declined the offer.
12. The customer in his Application to the WATRS Scheme has requested that the reduction in his charges be backdated to 01 April 2014 in accordance with the company's Scheme of Charges. However, the company has declined the customer's request because this is the final cut-off date for back-charging customers even if they can prove they were not connected to the SWD system prior to 2014.
13. The Scheme of Charges notes that backdating will only commence from the date when the company becomes aware that a customer is not so connected, and in this case the company has established that the customer was connected to its assets until 03 October 2020.
14. I am satisfied that the evidence confirms the customer was connected to the company's system until 03 October 2020 and thus the company correctly applied the extent of the back-charge period. However, I note that the company has, as a gesture of goodwill,

backdated the charges to 14 September 2020 and made a further offer to extend the period back to 11 September 2019 that was declined by the customer.

15. I am satisfied that the evidence shows that the company has correctly applied its Scheme of Charges and has made a reasonable goodwill gesture and thus it follows that I shall not direct that it extends the back-charge period beyond 14 September 2020.
16. The second remedy requested by the customer is to have his water charges reduced because he believes he has been overcharged through a mistake of the local authority. The company has confirmed that the customer is charged on a Rateable Value (RV) tariff and the RV was fixed by the local authority and was in operation until 1990. The company has explained to the customer that the RV can no longer be changed or amended and that until such time as he agrees to install a meter he will continue to be charged on the RV tariff. I find the evidence supports the company's position and as such I shall not direct that it reduces its charges at the customer's property.
17. The customer contends that the invoices issued to him by the company are incorrect, and he seeks to have the company be directed to reissue invoices showing the correct charges. The customer states that he has submitted evidence to show that the bills issued to him are contradicting each other. I note that the customer has submitted numerous copies of bills received and correspondence exchanged with the company, but I am not persuaded from my reading of the evidence that it supports the customer's claim.
18. I can see that the company has explained, in reasonable detail, its calculations based on the RV tariff and that it complies with its own Scheme of Charges. I take note that the Scheme of Charges is approved by OFWAT.
19. I thus find that the evidence submitted does not establish that the company has wrongly charged the customer or issued incorrect bills. I shall not direct that it reissues bills to the customer.
20. The customer requests that the company increase its offer of compensation from £50.00 to £500.00, believing the amount offered does not cover his time and stationery costs.
21. I am aware that the dispute is long-running, and the customer has submitted a large volume of evidence in support of his claim. As I have noted above, it seems to me that the main limbs of the customer's complaint revolve around SWD and the belief that he is

being overcharged. However, my examination of the evidence shows that it does not support the customer's claims and whilst I am sympathetic to the amount of time he has spent and the communications he has had with the company I am not persuaded that the company is liable to compensate him for the time or the stationery consumed. I thus find that this head of claim does not stand.

22. Similarly, as I have found that the evidence does not support the customer's claim that he has been overcharged then it follows that I shall not direct the company to pay interest on charges not shown to be incorrect.

23. The customer also seeks the company to be directed to provide him with an apology.

24. Overall, I am not satisfied that the evidence submitted has established that the company has not supplied its services to a reasonable level. Thus, I am not persuaded that an apology is appropriate, and I shall not direct the company to issue such apology.

25. My conclusion on the main issues is that the company has not failed to provide its services to the standard to be reasonably expected by the average person in respect of its dealing with the customer's complaints and in the overall level of customer service provided.

The Preliminary Decision

- The Preliminary Decision was issued to the parties on 17 February 2022.
- The company has, also on 17 February 2022, acknowledged the Preliminary Decision and stated that it has no additional comments to make.
- The customer has, on 22 February 2022, acknowledged the Preliminary Decision and has not submitted any further information.
- Having read the response of the parties I am satisfied that no amendments are required to the Preliminary Decision.

Outcome

The company does not need to take further action.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
 - The customer must reply by 22 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
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Member, CI Arb Business Arbitration Panel.
Member, CI Arb Pandemic Business Dispute Resolution Arbitration Panel.
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Member, CEDR Adjudication Panel.

Adjudicator

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