

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT/TW/X823

Date of Final Decision: 12 May 2022

#### Party Details

Customer:

Company:

#### Complaint

The customer says the company failed to send accurate bills leading to an unexpectedly high bill. It also provided poor customer service. She seeks that the company waive the unexpected charges and she would like WATRS to consider if a further payment is due for the customer service failings. However, in comments on a preliminary decision she clarified she solely wanted compensation for the billing error.

#### Response

The company says it was unable to take actual meter readings due to the pandemic and it had system issues resulting in a delay updating the customer's bill. It apologises for this. However, it had billed the customer correctly and the charges were payable in full. It accepted some customer service failings and it had already paid the customer goodwill gestures totalling £277.00. It denied the claim.

#### Findings

The evidence shows the company failed to provide its services to the standard to be reasonably expected. However, the company has already provided a suitable remedy.

#### Outcome

The company does not need to take any action.

The customer must reply by 9 June 2022 to accept or reject this decision.

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### Case Outline

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

- She works for a property management company which holds the account on behalf of residents in a block of flats.
- The company did not update its system after replacing the property's water meter and experienced problems with its database. As a result it had undercharged the customer from 2020 and this resulted in a large bill once it rectified the issues in 2021.
- She is unhappy with the unexpectedly high bill and also the poor customer service received, namely being cut off and failure to provide call backs.
- The company has paid a goodwill gesture but the customer would like WATRS to consider if a further sum is due. She also seeks that the company waive the unexpected charges.
- In comments on the company's response she raised inaccuracies in the company's response and said it had sought to blame her company for its own errors. The company sent bills which said they were based on actual readings, not estimates. And she had proposed compensation of £3200.00, just £40.00 per flat, however the company had only offered £277.00.
- In comments on a preliminary decision the customer said she her claim was stated incorrectly and she solely wanted compensation for the billing error. The company had denied it blamed her company but she now enclosed evidence of this. It had to use reserve funds to cover the cost as the bill was not budgeted for and she believes residents will struggle to pay the service charges.

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

- Due to circumstances outside of its control with the Covid pandemic, lockdowns and the huge impact this had on its customer service, it had to send estimated bills while waiting for new meter information to be updated on its records in order to bill the customer on the new meter readings. It apologises for this.
- The estimated bills were lower than the customer would have expected from their previous known usage. Therefore they should have realised that when the meter information was input on its records and the meter subsequently read, they would receive a catch up bill.
- Its Charges Scheme says it can recover charges from six years prior. In this case it has correctly billed the customer for usage since 2020.
- It has provided records of its contacts with the customer.
- It has credited the customer's account with £80.00 in CGS payments for late responses to emails and a further £277.00 which includes £100.00 for delay and £50.00 for failed call backs. This sum also includes £27.00 for unnecessary contacts but upon review it finds this was an error as there were no such contacts.
- It will not waive any of the customer's charges as they are correct and due.
- It denies the claim.

### **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 of 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. It is not in dispute that the customer has incurred the charges billed. However, the customer seeks that the company waive part of the charges as the bill was unexpected.
2. In consideration of the parties' comments I accept the company was unable to bill the customer based on actual usage from 2020, as would usually be the case. The evidence shows the company failed to provide its services to the standard to be reasonably expected in this regard.
3. I am satisfied the customer would have been shocked on receiving an unexpectedly high bill. However, there is a lack of evidence the customer has suffered any other disadvantage or loss as a result of the company's failing. For instance, there is nothing to suggest the customer will struggle to pay the bill. There is also no evidence the occupants of the flats have suffered any loss or disadvantage. I note the company has already apologised to the customer and I consider this is an adequate remedy.
4. The company has provided a chronology, copies of systems notes and records of its communications with the customer that shows it provided poor customer service on occasion. The evidence therefore shows the company's services fell below the standard to be reasonably expected in this regard.
5. The company has already made CGS payments to the customer and goodwill gestures for its service shortfalls. I am satisfied the payments made by the company are appropriate and in line with the WATRS compensation guide. I therefore find no further remedy is due.
6. I appreciate the customer may be disappointed with this outcome. However, on finding a service failing I must consider any loss or disadvantage caused to the customer. We do not award compensation simply because something has gone wrong and I cannot award punitive damages. While there was a shortfall in the company's services in this case, I consider there was limited impact on the customer and that the company has already provided suitable remedies.

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7. In regards to the customer's comments on a preliminary decision, I recorded the claim as set out on the customer's application form. However, if necessary, I could have considered any appropriate remedy, whether claimed or not. Therefore any error in this respect has not affected my consideration of the matter.
8. I cannot consider any new matters raised in the customer's comments on the company's response in accordance with WATRS rule 5.4.3 therefore I must disregard her complaints of inaccuracy in the company's response.
9. As to the customer's company relying on reserves to pay the bill, I do not consider this to be a substantial loss or disadvantage that requires a remedy. As to the customer's company seeking increased services charges from leaseholders, this is a step removed from the company's actions. It is up to the customer how and when she seeks to recover charges from leaseholders; the company is not directly responsible for any disadvantage or loss in this respect.

#### **Outcome**

The company does not need to take any action.

#### **What happens next?**

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 9 June 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.



J Mensa-Bonsu LLB (Hons) PgDL (BVC)  
**Adjudicator**

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