

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X980

Date of Final Decision: 1 July 2022

Party Details

Customer:

Company:

Complaint

The customer claims that the company incorrectly charged her for a property she was not the sole resident of and then pursued her for a debt that was never due, which led to a loss of a property purchase, inconvenience, and distress. The customer wants the company to apologise and remove the negative credit markers on her credit file.

Response

The company says as the customer or anybody else resident within the same property failed to notify the company that they were occupying the property, the company carried out its investigations as to who might be using its services and because of these checks that, it found the customer's details. Under Section 142 of the Water Industry Act 1991, an account was opened in the customer's name with effect from 16 December 2012. As her payments were sporadic and a payment plan had never been agreed upon with the company, the company correctly placed late payment marks on her credit file. However, the company has removed the late payment marks where the customer was in discussions with the company in 2018. The company has not made any further offers of settlement.

Findings

I am satisfied that the customer 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 previous property and the debt recovery process, nor has the customer proved 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 concerning customer service for which the customer has not already been adequately compensated.

Outcome

The company does not need to take any further action.

The customer has until 29 July 2022 to accept or reject this decision..

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Case Outline

The customer's complaint is that:

- The company incorrectly charged her for a property she was not the sole resident of and then pursued her for a debt that was never due, which led to a loss of a property purchase, inconvenience, and distress.
- The customer wants the company to apologise and remove the negative credit markers on her credit file.

The company's response is that:

- As the customer or anybody else resident within the same property failed to notify the company that they were occupying the property, the company carried out its investigations as to who might be using its services. Because of these checks, it found the customer's details.
- Under Section 142 of the Water Industry Act 1991, an account was opened in the customer's name from 16 December 2012.
- As her payments were sporadic and because a payment plan had never been agreed upon with the company, the company correctly placed late payment marks on her credit file.
- However, the company has removed the late payment marks where the customer was in discussions with the company in 2018.
- The company has not made any further offers of settlement.

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.

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.

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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 company should pay compensation for its delay in resolving an account issue which led to the customer being chased for an undue debt and a loss of two property purchases.
2. The company must meet the standards in OFWAT's Charges Scheme Rules and the Water Industry Act 1991.
3. The company also has certain obligations regarding its customer services as set out in OFWAT's Guaranteed Standards Scheme and the company's own Guarantee Standards Scheme (GSS).
4. The evidence shows that on 23 November 2013, as the company had no active billing account open for the services it supplied to REDACTED, a letter addressed to 'The Occupier' was sent asking that they contact the company so that an account could be opened.
5. On 16 December 2013, following no response to the previous letter, the company investigated the matter further and found that the customer's details and that she had lived at the address since at least 16 December 2012. I understand that the company used various sources for this information, such as the Electoral Roll, Credit Reference Agencies, Post Office Records, and, or Land Registry records. An account was opened in the customer's name with effect from 16 December 2012.
6. Various bills were sent to the address, with the evidence showing that the customer paid £50.00 towards the outstanding balance in December 2015, following the company leaving a voicemail concerning the outstanding balance. Following further reminders and notices, the customer paid in various amounts a further £328.75 by February 2016.
7. On 5 February 2016, the company sent a new bill for the period 1 April 2016 to 31 March 2017. The evidence shows that the customer made various payments totalling £320.00 over the following months until 7 July 2016. I understand that no further payments were received, and on 6 April 2018, the customer contacted the company to request that the account be changed to that of the property owner. I understand that the company requested the customer to ask the property

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owner to contact the company to confirm the change of account, as, without this confirmation, the company would continue to bill the customer.

8. Between 17 April and 6 July 2018, various letters of further action were sent to the customer without response. On 1 August 2018, the company received a call from the property's landlord, who advised that the customer had moved out as of 30 June 2018 and provided the new tenants' details with effect from 3 August 2018. On 10 August 2018, the customer contacted the company to provide a forwarding address. A final bill was issued for the period 1 April 2018 to 15 April 2018, showing the customer was in credit by £53.49.
9. On 18 October 2021, the customer contacted the company to query the late payment marks on her account. Various correspondence took place between the parties, with the company's position being that as no payment plan had ever been agreed with the company and that her payments were sporadic, the company correctly placed late payment marks on her credit file and would not be removing them. However, the company confirmed that the late payment marks and the default registered against her credit file during 2018 had now been removed as she had left the property in April 2018. Furthermore, the customer was entitled to a payment of £30.00 because the company responded to her letter within ten working days, as required under the terms of its Customer Guarantee Scheme.
10. Following this, the dispute was progressed to CCWater to resolve without success. The customer remained unhappy with the outcome as she believed she had lost a property purchase due to the adverse credit markers and wished the company to remove the markers placed on the account before 2018. On 3 May 2022, she commenced the WATRS adjudication process.
11. Concerning the customer's comments that she had been incorrectly charged since 2012 for a property in which she was not the sole occupier, the evidence shows that as no resident within the property notified the company that they were occupying the property, the company carried out its own investigations as to who might be using its services and because of these checks that it found the customer's details.
12. Under Section 142 to 143 of the Water Industry Act 1991, the company is permitted to charge for water and wastewater services provided and make a Charges Scheme which essentially fixes charges to be paid for services provided.

13. The evidence shows that as there was no response to the company “occupier” letter, the company used various sources for this information, such as the Electoral Roll, Credit Reference Agencies, Post Office Records, and, or Land Registry records, to establish that the customer was an occupier of the property. I note the customer’s comments that she was not the sole occupier. However, the evidence shows that each payment to the account was made with the customer’s details and at no time between 2012 and 2018 was the company advised that there should be another person or persons associated with the account.
14. Bearing in mind the above, I am satisfied that the company was correct and acted in good faith when opening an account for the customer at REDACTED. 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.
15. Concerning the debt collection process, between December 2013 and April 2018, 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.
16. 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 its customers. In compliance with OFWAT's guidelines on the collection of 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 onto a debt collection agency.
17. The evidence shows that whilst payment was made, it was not in full and sporadic. Accordingly, I believe that the company was entitled to report any late payment to the credit reference agencies. 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.
18. The company has certain obligations regarding its customer services, and I am satisfied that the company accepts it provided poor service in this respect. I understand that the customer was provided Guarantee Standards Scheme payments totalling £30.00 for a delayed response to the customer's letter in October 2021. After carefully reviewing all the correspondence provided in

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evidence, I am satisfied the company's payments of £30.00 was fair and reasonable in the circumstances to cover the failure of the company to respond within ten days.

19. In light of the above, I find the customer 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 previous property and the debt recovery process, nor has the customer proved 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 concerning customer service for which the customer has not already been adequately compensated.

Outcome

The company does not need to take any further action.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 29 July 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.



Mark Ledger FCI Arb
Adjudicator

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