

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X079

Date of Final Decision: 3 August 2022

Party Details

Customer:

Company:

Complaint

The customer says the company billed him for water services incorrectly. His landlord is liable to pay the water charges under the tenancy agreement so the company should bill his landlord. He claims for the company to cancel his bill and instead bill the landlord and, pay him an unspecified sum of compensation.

Response

The company says it has charged the customer as the occupier in line with the law and its policy. It can only charge a non-occupier if it has an agreement with them to do so, however it has no agreement with the customer's landlord. It denies the claim.

Findings

The evidence shows the company provided its services to the standard to be reasonably expected.

Outcome

The company does not need to take any further action.

The customer must reply by 1 September 2022 to accept or reject this decision

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Case Outline

The customer's complaint is that:

- He occupied a property as a tenant until 15 March 2022. Under his tenancy agreement he paid the landlord rent inclusive of utility charges. This meant the landlord remained responsible for paying any water bills.
- The company sent him a bill for water services, however the landlord should pay this. He has sent the company his tenancy agreement and told it to contact his landlord. However, the company has harassed him for payment.
- He seeks that the company cancel the bill in his name and bill the landlord, and pay him an unspecified sum of compensation for distress.
- In comments on the company's response the customer says it should contact his landlord and bill him instead.
- In comments on a preliminary decision the customer says the company billed him beyond 15 March 2022 and he has not received a revised bill or confirmation that it won't seek charges beyond this date.

The company's response is that:

- Section 144 of the Water Industry Act 1991 says that it can charge the occupier of a property for water and sewerage services supplied.
- It charges scheme says, unless agreed otherwise, it supplies its water as a service to the occupier and the occupier is liable to pay its charges.
- It may agree with another person that the supply of water should be treated as made to that person, rather than the occupier. In that case the other person will be the consumer and will be liable for payment of its charges.
- It has charged the customer as the occupier in line with the law and its charges scheme. It has no agreement in place with the landlord for them to pay the charges. While it recognises the

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landlord is liable under then tenancy agreement that remains a private dispute between the customer and his landlord. 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.

How was this decision reached?

1. It is reasonable to expect the company to act in line with the law and its own policies.
2. Section 144 of the Water Industry Act 1991 enables the company to charge an occupier of a property for services supplied.
3. The company's own charging policy confirms it will charge the occupier unless it has an agreement with a third party for them to take on liability for the charges. There is no evidence to suggest the company has a third party agreement in this case.

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4. The company billed the customer for water services for the period that he occupied the property, in line with the law and its charging policy. I therefore cannot say it acted unreasonably.
5. I recognise the customer has evidenced he has a tenancy agreement with his landlord which says the landlord will pay the water charges. However, the company is not a party to that tenancy agreement; it has no agreement itself with the landlord and; it has no means to make the landlord liable for the charges under law or policy without such an agreement.
6. I acknowledge the customer would like the company to contact the landlord directly to resolve this. Unfortunately, that is not something the company is obliged to do. Rather, it is for the customer to decide whether to take action to enforce the agreement he has with his landlord.
7. I appreciate the customer is in a difficult position. However, my role is only to consider whether the company has provided its services to the standard to be reasonably expected.
8. The company was entitled to bill the customer as occupier and it has no grounds to pursue the landlord for charges, as it has no agreement with the landlord. Therefore, the evidence does not show the company failed to provide its services to the standard to be reasonably expected in charging the customer. Consequently, the customer's claim is unable to succeed.
9. In response to the customer's comments on a preliminary decision, I understood the company had already revised the bill and so I did not address this previously. However, for completeness, I note the CCW documents report that on 24 June 2022 the company confirmed it would amend the customer's move out date to 15 March 2022 and amend his bill accordingly. The company's account notes of the same date reflect this conversation. And CCW also told the customer that the company would amend his bill, in correspondence of 24 June 2022. I am therefore satisfied the company has made clear it will only bill the customer for the period of occupation. The customer may wish to contact the company directly if he has not yet received a revised bill.

Outcome

The company does not need to take any further action.

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What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 1 September 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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