

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/X301

Date of Decision: 16 March 2023

Party Details

Customer: The Customer
Company: The Company

Complaint

The customer has a dispute with the company regarding its refusal to backdate the period for refunding overpaid charges in respect of surface water drainage. The customer states that she has lived in her property for thirty years and throughout this time was overcharged because she was billed as a detached house whereas the property is in fact semi-detached. The customer says that, despite ongoing discussions with the company, and the involvement of CCWater, the dispute is unresolved and therefore she has brought the claim to the WATRS Scheme and asks that the company be directed to extend the backdating of reduced charges to the date she took occupation, and to issue an apology.

Response

The company states that it is only obliged to refund charges back to 01 April of the year in which the overcharging is identified. The company says the customer only contacted it in June 2022 but as a gesture of goodwill it extended the backdating to April 2014. The company did not make an offer of settlement and declines to agree to the remedies requested by the customer.

Findings

The claim does not succeed. I find that the evidence does not establish that the company is obliged to refund charges back to the date when the customer took up occupation of the property. I find that the company's response to the customer's complaint has been fair and reasonable in that it has exceeded its obligations. I thus find that the evidence shows that the company has provided its services to a reasonable level and has managed the customer's 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 13 April 2023 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

- She has experienced an ongoing dispute with the company concerning billing issues on her account. Despite the customer's recent communications with the company, and the involvement of CCWater, the dispute has not been settled.
- She has resided in the same semi-detached property for approximately thirty years.
- In respect of surface water drainage charges the company has based the charges on a Band 3 detached property. Thus, she believes she has been overcharged throughout her occupancy.
- Prior to 2016 her water bills stated that she was being charged according to Band 3 Domestic, and this made it impossible for her to understand that she was being incorrectly charged.
- Her neighbouring properties have all always been charged correctly and thus she believes the overcharging is the fault of the company.
- Believing the company was not properly addressing her concerns she, on 06 July 2022, escalated her complaint to CCWater who took up the dispute with the company on her behalf.
- The records show that CCWater contacted the company on 07 July 2022, requesting its explanation of events and to check the level of customer service it provided.
- The company confirmed that it received notification from the customer in 2019 that she was on the wrong charging band, and this was corrected and a refund backdated to 2014 was given as a gesture of goodwill.
- On 23 August 2022 CCW wrote again to the company to advise it that the customer remained unhappy with its response as she repeated that she had been overcharged for more than twenty years.
- An ongoing exchange of correspondence ensued between the three stakeholders, but on 07 November 2022 the company confirmed that it had gone outside its normal practice when backdating a refund to 2014 and thus it could not extend the backdating any further.

- On 11 November 2022 CCWater wrote to the customer and concluded that it could not take any further measures to have the company change its position and was thus closing her case.
- Continuing to be dissatisfied with the response of the company she has, on 04 December 2022, referred the matter to the WATRS Scheme where she requests that the company be directed to backdate the correct surface water charge banding to the date of her taking occupation of her property approximately thirty years ago, and issue an apology.

The company's response is that:

- It provided its response to the WATRS claim in its submission dated 08 February 2023.
- It acknowledges that the customer submitted a surface water assessment form in April 2019 in which she stated that her property was semi-detached (Band 2). The company accepts that it overlooked this and continued to charge the customer as having a detached property (Band 3).
- It confirms that the customer contacted it on 01 June 2022 and when the banding issue was identified she was immediately transferred to Band 2.
- In accordance with its Scheme of Charges, a refund adjustment should have been applied with effect from 01 April 2022, this being the charging year in which the mistake was identified.
- It subsequently recognised its oversight in 2019 and as a gesture of goodwill extended the refund period back to 01 April 2014.
- It acknowledges that the customer's water bill contains a lot of information, but says the bill also contains detailed explanations. The company further states that it advises customers to contact it by telephone to discuss issues with bills, and that it details a lot of information on its website.
- In respect of the customer's complaint that many of her neighbours have always been correctly charged it notes that it is common to find a mix of detached and semi-detached properties on a single street, and that when banding properties, it relies on information provided to it. In this respect, it notes that it had never received any contact from the customer over banding concerns prior to her telephone call in June 2022.
- In summary, the company says it has exceeded its obligations under its Scheme of Charges by backdating a refund to April 2014 and thus will not extend the backdating period any further.

The customer's comments on the company's response are that:

- On 17 February 2023, the customer submitted comments on the company's response paper. I shall not repeat word for word the customer's comments and in accordance with Rule 5.4.3 of the Rules of the WATRS Scheme I shall disregard any new matters or evidence introduced.
- The customer believes that the company has not taken into consideration that the banding problem has severely impacted her mental health. The customer reiterates that she has been overcharged for more than twenty years.

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 been overcharging her for surface water drainage ever since she took occupation of her property approximately thirty-years previously. The company states that it has exceeded its responsibilities by backdating a refund to April 2014, and declines to further extend the backdating period.
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. I can see that the parties agree that the customer has resided at her dwelling since 1993. The house is a semi-detached property.
4. The evidence shows that the customer is on a measured tariff.
5. The evidence further establishes that in respect of surface water drainage the customer from the outset was placed in Band 3 for detached dwellings.
6. The evidence shows, that in April 2019 the customer submitted a surface water assessment form in which she had stated that her property was semi-detached.
7. The company acknowledges that it overlooked this statement and continued to charge the customer on Band 3 as a detached property.
8. I can see that on 01 June 2022 the customer contacted the company over a different matter and that it was during this contact that the surface water banding issue was identified and then corrected by the company.
9. The company's Scheme of Charges, which comply with OFWAT regulations, state, in respect of surface water drainage charges:-

I have been overcharged. Can I have a refund?

If we have incorrectly overcharged you, we will make an adjustment to your bill to cover any overcharging. In the case of surface water drainage (where you have been charged according to the wrong property type) this will be limited to 1 April of the charging year in which the mistake is identified. Where this results in your account being in credit, we will give you a refund.

10. I can see that having recognised the overcharging of the customer in June 2022, the company backdated a refund to 01 April 2022 in compliance with the Scheme of Charges.
11. Subsequent to that, the company identified its oversight in April 2019 and calculated a further refund backdated to April 2019.
12. As a gesture of goodwill, I take note that the company backdated the refund further, to 01 April 2014. The company also credited the customer's account with the sum of £20.00. I also take into consideration that the company offered the customer an additional £30.00 goodwill gesture in October 2022.
13. The customer further contends that she believes it was unfair for her to be expected to know that her property was in the wrong charge band. However, the company has submitted into evidence a copy of the bill it issued to the customer dated 22 October 2019, and I can see that it is shown that she is being charged under Band 3 for a detached property.
14. The bill also shows the company's contact details for customers wishing to query any aspect of their bill.

15. I also take into consideration that the Scheme of Charges sets down the various surface water drainage bandings, and that the Scheme is accessible through the company's website.
16. In her application to the WATRS Scheme the customer has requested that the company be directed to backdate placing her on Band 2 to the date when she first took occupation of the property some thirty years earlier.
17. I am satisfied that although the customer ticked the "semi-detached" box on the form in 2019 she did not directly complain to the company about the banding issue until 01 June 2022. The information necessary for the customer to understand the banding being applied and to contact the company for clarification was shown on the bills she received. I am satisfied that the onus rested with the customer to raise the issue with the company.
18. Under the Scheme of Charges, the company was only liable to backdate charges to 01 April 2022 but has in fact backdated to 01 April 2014.
19. The company is not obliged under the Scheme of Charges, to increase the period of backdating.
20. I find that although the company erred in 2019 its response to the customer's complaint in backdating reduced charges to April 2014 is fair and reasonable.
21. I shall not direct the company to backdate surface water drainage charges beyond the current cut-off date of 01 April 2014.
22. Similarly, having found the company's response to have been reasonable I further find that an apology is not appropriate.
23. 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.

The Preliminary Decision

- The Preliminary Decision was issued to the parties on 28 February 2023.
- The parties have not submitted any new evidence and thus I am satisfied that the facts upon which the Preliminary Decision was based remain unchanged.
- I am satisfied that no amendments are required to the Preliminary Decision.

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 13 April 2023 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
MSc (Law); FCI Arb; FA Arb;
Member, London Court of International Arbitration.
Member, CI Arb Business Arbitration Panel.
Member, CI Arb Pandemic Business Dispute Resolution Arbitration Panel.
Member, CEDR Arbitration Panel.
Member, CEDR Adjudication Panel.

Independent Adjudicator

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