

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference:

WAT/XXX/X381 Date of Final Decision:

16 February 2023

Party Details

Customer: The customer

Company: The Company

Complaint

The customer states that legally, they are entitled to a reduction in their water charges for the period the company put in place a Temporary Use Ban (TUB). The customer requests that the company provide a reduction in the charges or pay them compensation for not being able to fully use the water supply.

Response

The company states as there was not enough water for non-essential purposes, in August 2022, it had to prohibit hosepipe usage. It states that the customer only pays for water they use and therefore, anything not used as a result of the TUB was not charged for. The company states that the customer is not eligible for a reduction in his charges and it confirmed this in writing to them. The company made no offer of settlement.

The company is entitled to implement a TUB to safeguard water supply in the region and I am satisfied that it explained to the customer the reasons for doing so between 24 August 2022 and 22 November 2022, which I consider are reasonable. There is no obligation on the company to refund charges in this circumstance and as I find no instances of the company's service provided not reaching the standard to be reasonably expected, it is not responsible to pay the customer compensation.

Outcome

The company does not need to take any further action.

The customer has until 16 March 2023 to accept or reject this decision.

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Case Outline

The customer's complaint (submission by the Consumer Council for Water on his behalf) is that:

- Under the Flood and Water Management Act 2010 (FWMA), the company should be liable to reimburse them charges during the period of hosepipe ban which the company has refused to do.
- Therefore, the customer requests that the company:
 - Provide them with a refund of charges during the period of the ban.

The company's response is that:

- The summary of its position is that the customer claims for a reduction in their water services as a result of a Temporary Use Ban (TUB) implemented during 2022 by the company. The customer refers to section 36(6) of the FWMA where it states: *"A water undertaker which issues a prohibition must make arrangements for a reasonable reduction of charges which are made in respect of prohibited uses (including arrangement for repayment or credit where charges are paid in advance"*.
- On 17 August 2022, it published a notice on its website explaining the difficult decision it had made to implement a TUB with effect from 24 August 2022. This notice explained the reasoning behind its decision.
- On 4 November 2022, it received an email from the customer asking about a reduction in charges for the period of the TUB.
- On 7 November 2022, it replied to the customer confirming that compensation or a reduction in charges is not applicable in the event of a TUB. Its email also advised that compensation or a reduction of charges is only paid when water used for cooking, washing, drinking and flushing the toilet are interrupted as a result of an Emergency Drought Order (EDO).

- On 22 November 2022, the TUB was lifted and its website was updated with the headline 'We've ended our hosepipe ban'.
- It is obliged in law under section 18 of the Water Industry Act (WIA) to provide water to residential customers, such as the customer, for the purposes of drinking, washing sanitation and central heating. During the TUB, all of its customers were still able to use water for essential (domestic) purposes.
- In August 2022, there was not enough water for non-essential purposes, so it had to prohibit hosepipe usage, as stated in the TUB.
- Metered customers (such as the customer) only pay for what they use and therefore, anything not used as a result of the TUB, was not charged for.
- Charges levied to customers relate to the "domestic purpose" that it is legally obliged to provide such as:- cooking, drinking, washing and sanitation, and so the position is that no TUB-related reductions are applicable.
- For metered customers they will be charged to use a hosepipe if they wish to, during normal times (when there is no TUB in place). With regards to the customer, because he did not use a hosepipe during the TUB as he abided by the restrictions, he will understand that he has not been charged for hosepipe usage during that period and as such, there is no refund due to him.

Reply

- The customer states that maybe he did not make it clear enough to the company or it decided not to understand him but by referring to a reduction of charges, he meant a reduction in the bill or the charges therein by way of compensation for not being able to fully use his water supply, including for a hosepipe, which is covered under the FWMA. He would have happily paid for any use but was prevented from doing so and therefore expects a "reduction" in his bill/ compensation from the company.

Comments on the Preliminary Decision.

- The customer states he has referred throughout to section 36(6) of FWMA which says: "*A water undertaker which issues a prohibition must make arrangements for a reasonable reduction of charges which are made in respect of prohibited uses...*". The customer says this does not define different types of circumstances. Therefore, as he was denied full access to his water supply he should be compensated accordingly.

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. The customer's claim concerns the company's refusal to reimburse them charges during the hosepipe ban it imposed on domestic customers in 2022. The customer seeks a refund of charges.
2. The company states that the customer is not eligible for a refund of charges during the TUB between 24 August 2022 and 22 November 2022.
3. I find that water companies are responsible for managing their supply of water and, under the WIA, are legally obliged to ensure that there is enough water available for domestic customers' essential needs such as drinking, cooking, washing and sanitation.
4. It is evident that when the company took the step to impose a hosepipe ban on 24 August 2022, it explained to customers via a notice on its website the reasons for this, being low levels of rainfall and hottest temperatures on record; in effect, a drought. It explained this had led to a drop in reservoir levels in the region.

5. The company reiterated this in its response to the customer dated 7 November 2022, when it also explained why they were not eligible for the refund of charges as this was only applicable when essential household supplies for cooking, washing, drinking and flushing the toilet were interrupted as the result of an EDO.
6. I am satisfied that by implementing the TUB to conserve and safeguard water supplies in the circumstances described above, and explaining the basis of its decision to customers via its website, the company provided its service to the standard to be reasonably expected.
7. Furthermore, I do not accept that the company is under any obligation to provide a refund of charges during a TUB as I find this is only applicable when a water company imposes an EDO due to interruptions in supply for essential needs. Additionally, in its Response, the company has pointed out that the customer is a metered customer meaning he only pays for the water he uses and therefore, anything not used as a result of the TUB was not charged for. As such, it follows that there is no basis to direct that the company provide a refund of the customer's charges during the TUB.
8. In their Reply, the customer has clarified that they seek compensation for not being able to fully use their water supply. I acknowledge that the hosepipe ban caused the customer inconvenience, however, for the reasons explained by the company, on balance, I am satisfied this was a reasonable and proportionate step taken by the company in the circumstance which it fully explained. In light of this, and as I find no instances of its customer service provided to the customer not reaching the standard to reasonably expected whilst handling their complaint, I find that the request for compensation has not been justified.
9. I acknowledge the customer's comments on the Preliminary Decision, however, after careful consideration, I find that they do not affect my above findings as I am satisfied that the legislation referred to does not entitle the customer to compensation in the circumstance of this case, for the reasons set out above. Therefore, the lack of compensation offered by the company does not constitute evidence of it not meeting the standard to be reasonably expected when providing its service to the customer.

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 16 March 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.

A handwritten signature in black ink, appearing to read 'A. Jennings-Mitchell', written on a light-colored background.

A. Jennings-Mitchell, Ba (Hons), DipLaw, PgDip (Legal Practice)

Adjudicator