

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X432

Date of Final Decision: 5 April 2023

Party Details

Customer: XX

Company: XX

Complaint

The customer's property is not connected to the sewer for surface water drainage ("SWD"). The company approved a SWD rebate backdated for six years in line with its abatement policy. However, the customer is unhappy with the limited rebate as his property has never been connected to the company's sewer for SWD and the company should have known this. The customer wants a full refund of the SWD charges he has paid since privatisation.

Response

XX provides wastewater services to the customer's property, and the company bills the customer on XX behalf. The customer's account has been updated in line with XX and the company has no authority to provide a further rebate. Therefore, the company denies liability to provide a further refund of SWD charges to the customer

Findings

The evidence shows that the company has refunded the customer's SWD charges in accordance with XX instructions and policies. As XX provides wastewater services to the customer, I accept that this is correct and the company has no authority to refund the charges further. Therefore, I do not find that the company has failed to provide its service to the standard reasonably expected by the average customer and the customer's claim does not succeed.

Outcome

The company does not need to take any further action.

ADJUDICATOR'S FINAL DECISION

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Case Outline

The customer's complaint is that:

- In 2006, he contacted the company and explained that he suspected that the surface water from his property was removed through soakaways and that his property was not connected to the company's mains for SWD
- The company sent him forms to complete to apply for SWD charge relief, but the application process required substantial evidence, including scaled drawings showing the drainage arrangements and evidence from an independent consultant. He now understands that employing a consultant was not necessary in his circumstances, but at the time his reasonable belief put him off from making an application.
- When **XX** decided to lay a new sewer across his land to service adjacent properties, he asked it to carry out a camera survey to check for a SWD connection. **XX** then confirmed that the surface water drains away through soakaways, and there is no connection to the mains for SWD from his property.
- After this, he contacted the company and applied for a refund of the charges he had paid for SWD but only received £276.63 for the six previous years in accordance with **XX** policy; however, for 33 years the company charged him for a service he did not receive, so this level of refund is inadequate.
- When he complained, the company said it had no way of knowing that his property was not connected to the mains for SWD, but he disputes this and believes that the company did know or should have known as two other properties between **XX** have had surface water drainage charges removed from their accounts, one in 2006 and one in 2015, and the drainage arrangements are the same for every house in the row, including his property.
- Also, two nearby housing developments have surface water outfalls into the local lake, and the foul water from one of these developments enters a drain that passes through the bottom of his garden. It is therefore clear that at the time these developments were built, the local SWD arrangement must have been investigated and the company must have been aware that there was no connection in the vicinity of these developments and his property.

- He believes that if a house drive slopes down to a public footpath or road, the company will reject a SWD rebate application as the footpath or road provides this function. However, the properties from **XX** have drain invert levels that are too low to access the surface water drains in the road, and the surface water from the public footpath actually drains onto his drive and into his soakaway.
- **XX** says that detailed information was not always available at the time of privatisation so they could not know whether surface water mains drainage was available, but it has not disclosed what information was available at this time.
- As the company did know or should have known that it was charging for a service it did not provide, he would like the six-year refund of charges extended back to the time of privatisation.

The company's response is that:

- It bills the customer on behalf of his wastewater service provider, **XX**.
- The customer initially queried whether he was connected for SWD on 30 October 2006 and it sent the customer an application form for a SWD charge reduction. The customer then made contact to enquire whether he would be eligible for the reduction as his service is provided by **XX** It replied and told the customer to complete the form and then an engineer would visit his property to check for a connection.
- The customer did not respond further at this time but on 13 May 2016, the customer made contact to query his SWD charges again, and another application form was sent.
- The customer did not submit the application, but on 18 November 2021, the customer called to say that **XX** had carried out a camera survey and confirmed that his property was not connected to the mains for SWD
- It sent a letter to the customer on 17 December 2021 saying that the SWD charge had been removed from his account and **XX** had agreed to a six-year rebate, in line with its abatement policy.
- Following this, the customer complained that the six-year rebate was not enough. However, **XX** has advised that it will not agree to refund the customer any further.
- The customer had the opportunity to complete the SWD rebate application form in 2006 and if he had done so, his account would have been updated earlier.
- It accepts that two properties near to the customer's property had their SWD charges amended earlier, but this is because the owners of those properties submitted applications for a SWD charge rebate earlier.
- **XX** is responsible for carrying out SWD checks for properties in the customer's area. After these investigations are done, **XX** informs it of any changes that are

required and it updates its records accordingly. After being informed by the customer that his property was not connected for SWD, it contacted **XX** and updated its records.

- CCW asked it to consider backdating the rebate to 2006 or 2015, and it contacted **XX** to ask whether this was possible. However, **XX** said that as the customer's property is detached and the houses in his row were built at different times, individual SWD checks would be required and this is not something done as part of general checks. In view of this, **XX** denied responsibility to provide a further refund to the customer.
- As it does not create the charges for the waste water services provided to the customer's property, it can only provide a rebate in line with **XX** instructions, and **XX** policy limits the backdating of charges to six years. Therefore, it denies liability to backdate the customer's **XX** rebate further.

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 wants his SWD rebate to be backdated further than six years on the basis that the company knew or should have known that his property was not connected for SWD. The customer also explains that he did not complete an application form earlier because the company required complex information, and he reasonably thought that he needed to pay for a surveyor's report before an application for a rebate could be considered. The company states that **XX** is the customer's wastewater services provider and, as such, it has no

power to apply a further rebate to the customer's account, and the application process did not require a surveyor's report.

2. Having read the evidence provided by the parties, I accept that **XX** provides wastewater services to the customer's property, and is responsible for setting the charges for these services and authorising applicable rebates, and that the company is responsible for billing the customer on **XX** behalf, in line with **XX** Charges Scheme, applying any applicable rebates, and for customer services. Therefore, I accept that **XX**, not the company, was responsible for calculating the customer's SWD rebate, and the company was responsible for applying the authorised rebate to the customer's account.
3. As the adjudicator operating under the Water Redress Scheme Rules, I can only make findings about the actions of the parties involved in the dispute, and I cannot make findings that relate to the actions of third parties. This means that I can only make directions about things for which the company, as a party in this case, has responsibility, and not those things for which **XX** as a third party, has responsibility. Therefore, while I appreciate that this will be frustrating for the customer, I am unable to make any findings about **XX** policy on rebates or its decision to refuse a further rebate to the customer, and I can only consider whether the company's customer service has met the expected standard, and whether the company has applied the rebate authorised by **XX** to the customer's account correctly and in line with any applicable policies.
4. Having considered the evidence, including the emails sent by the company to the customer in 2006 and 20016 after he enquired whether his property was connected for SWD, and the SWD rebate application form, while I understand why the customer mistakenly thought he needed to employ a surveyor, I find that the information provided to the customer by the company was adequately clear and, therefore, I do not find that the company failed to provide its service to the expected standard in this regard.
5. The evidence includes a response from the company to CCW, dated 9 August 2022, with an undated email from **XX** attached to it. This email shows that the company asked **XX** to consider authorising a further rebate to the customer, and raised the points made by the customer about whether **XX** should have known that it was charging for a service it was not providing. However, the evidence shows that **XX** refused to authorise a further rebate on the basis that it was not required to pro-actively assess whether the customer's house was connected, despite two successful applications for a SWD rebate

from two of the customer's neighbours, and it had applied its rebate policy correctly. In view of the above, I find that the company provided **XX** with all the relevant facts and acted as an effective intermediary.

6. As the evidence shows that the company has already provided the six-year rebate authorised by **XX** to the customer, I accept that the company has no authority or responsibility to apply a further rebate.
7. In view of this, while I understand that the customer will be extremely disappointed by my decision, I cannot find that the company has failed to provide its service to the standard reasonably expected by the average person. Therefore, the customer's claim cannot succeed and I make no direction to the company in this regard.

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 22 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.

K S Wilks

Katharine Wilks

Adjudicator