

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT X413

Date of Final Decision: 18 May 2023

#### Party Details

Customers: XX

Company: XX

#### Complaint

The customers complain that the company has closed their account whilst payments were being made and sent a letter addressed to "The Occupier" threatening to cut off the water supply in 14 days. The customers also complain that the company has not answered their questions about its actions, particularly with regard to **XX**. The customers ask for an apology and additional compensation.

#### Response

The company says that, although the account holder had set up a payment plan, he had not abided by this, had not replied to correspondence and when **XX** was instructed, it reported to the company that the customers had gone away. The company says that it supplied its services to the expected standard.


#### Findings

I find that the evidence shows that the account holder had not made payments in accordance with the payment plan and the company was entitled to terminate the plan and claim the outstanding balance. The account holder did not respond to correspondence and I find that the company acted consistently with its Code of Practice by instructing debt recovery agents. As these reported that the customers had gone away, I further find that the company supplied its services to the expected standard by closing the customers' account and sending a letter to the Occupier indicating an intention to turn off the water supply unless the occupier made contact with the company. However, although the company would not reasonably be expected to respond to questions about its internal arrangements with its agents, it did not act in accordance with expected standards by asking the customers to speak to the company's agent about its investigation of them, rather than clarifying its instructions to the agent. This has led to a further report that the customers were not resident at their address and they have incorrectly been sent a Final Bill. This situation could recur.

The company needs to take the following further action:

#### Outcome

a. Apologise to the customers for asking them to approach **XX** Ltd about its investigation of their occupation of their property; and.



b. Pay compensation of £60.00.

# ADJUDICATOR'S FINAL DECISION

Adjudication Reference: WAT X413

Date of Final Decision: 18 May 2023

## Case Outline

### **The customers' complaint is that:**

- The customers received a letter at their property in July 2022 advising that their water supply would be cut off after 14 days and that the company believed the property to be empty following a visit by **XX**. The customers were then told by the company that their account had been closed and they needed to speak with **XX**. The company re-opened the customers' account.
- The customers are unhappy that steps were not taken by the company to ensure definitively that the property was unoccupied before closing the account and employing **XX**. They say that they have paid £100.00 every month, as agreed in 2020.
- The customers say that they had not received earlier correspondence or texts about the account and they deny that payments were being paid late merely because the company did not receive these on the first day of each month.
- The customers ask for an apology and compensation as well as a direction that the customers should be permitted to continue to make a payment of £100.00 every four weeks.

### **The company's response is that:**

- The company disputes the claim that the company did not do enough to check that the property was unoccupied prior to the closure of the account of the account holder (**XX**). Attempts had been made to contact him on numerous occasions with no response.
- Following a written complaint, the company paid compensation of £50.00 for the perceived poor customer service and deny any further compensation is due.
- The company explains that it has a debt recovery process which relates to all customers when a balance on their account becomes overdue. This can be found within the company; 'Code of Practice – Core Customer Information for Household Customers'.
- Before any recovery action takes place, the bill is sent to the customer to notify the amount outstanding for water and/or wastewater charges. For metered charges which are based on the readings from a water meter, the bill will include details of the meter reading which has been used to calculate the charges and details of a date by which payment of any charges is due. In respect

of unmeasured charges, the bill will include details of the annual billing period, how the bill is calculated and the date by which charges are due.

- When the company has not received any response from a customer in relation to the overdue balance, a payment reminder is sent. This is issued 21 days after the bill is produced if the outstanding balance remains unpaid or a payment arrangement has not been put in place.
- If any balance remains outstanding after the payment reminder has been sent, the company will take the following action(s):
  - Notification before Default letter - When a customer has failed to pay or get in touch to discuss the outstanding charges, the company will write to the customer to advise of its intention to refer the account to a debt collection agency which may take legal action on behalf of the company to recover the debt.
  - Notification of referral to a Debt Collection Agency – the company will write to a customer and notify them that the debt will be referred to a debt collection agency and additional charges will be added to the account, and the company may instruct the debt collection agency to take legal action right away. The letter further explains that a default will be registered against the customer’s credit file for six years, which would impact the ability to obtain credit.
  - Debt Collection Allocation – the company ask an independent debt collection agency to work on behalf of the company to recover the amount outstanding. Details of the use of debt recovery agencies is referred to within the company’s Charges Scheme and the Code of Practice.
- During this process, the company makes several attempts to speak to a customer using the contact number registered on the account.
- If the company has exhausted all of the above and a balance still remains outstanding, the company may decide to escalate matters further by referring the account to its solicitors. who will issue a County Court claim to recover the outstanding charges.
- On 11 September 2020 SWS agreed to set up a payment plan for the customers to make an online payment of £100.00 every four weeks. The first payment was due on 1 October 2020. However, the first payment was not received until 19 October 2020. Regular payments were then received every four weeks until February 2021. On 20 April 2021 a text message was sent to the telephone number held on record for the account holder, advising that the payment plan needed to increase. The company received no response to this text message nor did the customers increase the monthly payment.
- The company did not receive any payment for the months of April and September 2021. The company issued three payment reminder letters dated 12 July, 16 August, and 17 September 2021. The letters stated that if the payment plan had not been brought up to date to call and pay

the overdue amount. The letters further stated that the payment plan would be cancelled within 7 days if the payments were not brought up to date. The company received no contact from the customers nor were the payments brought up to date. The payment plan was cancelled on 5 October 2021 resulting in the outstanding amount at that time (£1,681.75), becoming due in full.

- Between 6 and 29 October 2021, the company sent three text messages to the account holder asking him to pay the outstanding debt to prevent further action, however the balance remained outstanding. The company received no contact from the customers.
- The company issued a notification before issuing a default letter to the account holder dated 5 October 2021. This letter asked that the balance was paid in full or that the customer should call to set up a payment plan. The letter further explained that failure to engage may result in his account being referred to a debt collection agency, which would incur an administrative fee of £45.00
- The company issued a Final Notice letter dated 25 October 2021 explaining that as no contact had been received the account would be referred to a debt collection agency within 7 days.
- In this case, the company had therefore attempted to contact the account holder via SMS and letters sent to the property, had advised the account holder to contact the company about the balance outstanding on the account and provided a contact number to call to discuss the payment options. In summary, these were:
  - 20 April 2021 – SMS;
  - 12 July 2021 – Pre-cancellation notice letter;
  - 16 August 2021 - Pre-cancellation notice letter;
  - 17 September 2021 - Pre-cancellation notice letter;
  - 5 October 2021 – Notification before Default letter'
  - 6 October 2021 – SMS;
  - 12 October 2021 – SMS;
  - 25 October 2021 – Domestic pre-agency letter 29 October 2021 – SMS.
- On 9 December 2021 the account was referred to **XX** (a debt recovery company) to collect payment on behalf of the company.
- On 16 June 2022, the company was informed by **XX** that the customer had moved out and therefore, the company closed the account.
- As the company believed that the customers were no longer living at the property a letter dated 15 July 2022 was issued for the attention of the occupier. The letter explained that there was no active water services account registered for the address, however if anyone was occupying or managing the property to contact the company. The letter further explained that if no contact was received within 14 days, it would be assumed that water was not required at the property and to prevent internal bursts, the water would be turned off.

- A second letter addressed to the occupier was issued dated 21 July 2022.
- On 21 July 2022, the customer telephoned the company as she had received the letter advising that the water to the property would be turned off. The account holder's wife confirmed that she and her family were still living at the property.
- The company explained that **XX** had advised that they had moved out. It apologised and reopened the closed account. The company advised the customer's wife to speak with **XX** directly as to the reasons they had suggested that the customers had moved out of the property.
- On 29 July 2022, the customers called the company as they had received a second letter advising the water would be turned off as there was no active account registered at the Property. The company advised that their account had been reopened following her previous call on 21 July 2022 and clarified that the second letter had been issued on the date of her previous call on 21 July 2022, the letter could therefore be ignored. Mrs **XX** stated that she would be sending a written complaint as she believed the company should not have acted on incorrect information provided by **XX**.
- On 1 August 2022, the company received an email from the account holder with a letter attached dated 29 July 2022 requesting a Data Subject Access Request ("DSAR") for all the information held on record from 1 January 2022, including the information related to the incorrect closure of his account. This information was supplied on 21 August 2022.
- On 9 September 2022, the company was advised for a second time by **XX** that the customers had moved out, however, the company did not close the account as it was aware that the customers were living at the property.
- The company says that although the customers say that they have made 13 payments in each year, its records show that during 2021, the customers made 10 payments and in 2022 they made 11 payments and therefore since the beginning of 2021 to date, there have been 4 missed payments.
- The company has said that it would like to apologise to the customer for the inconvenience caused by the letters received advising that the account would be closed. The company explains that these letters are activated by the receipt of correspondence from **XX** advising that the occupiers of the property had moved out. As this was done following correspondence from the address being returned as 'unknown' or 'absent' or a non-response to correspondence sent, the company suggests that the customers should contact **XX** themselves to understand fully what is prompting that organisation to advise the company of their departure.
- The company has also stated that:
  - A GSS payment of £150.00 was applied on 23 June 2020 for an incorrect judgment being applied for against the account holder's wife, when she was party to the DRO

- The two DCA fees (at £45.00 each) were cancelled on 23 June 2020 by the Litigation team.
- A £620.00 credit was applied to the customers' account on 5 August 2020 in line with the instructions made by WATRS, in regard to the incorrect name and adverse data.
- £100.00 was credited to their account on 22 June 2020 for inconvenience regarding the name being incorrect.
- £200.00 was credited to the customers' account in July 2020 (only £100.00 of which the company recovered from HM Court Services or their agent).
- £50.00 was credited to their account to further apologise for any inconvenience caused.

### **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.

I have also considered the comments made by the customers in response to my Preliminary Decision, albeit that I have not commented on these in detail below. The outcome of the Final Decision remains the same as the Proposed Decision.

### **How was this decision reached?**

1. The documentation submitted to me shows that there has been a lengthy and complicated dispute in this case that has already involved court action and a previous application to WATRS. The documentation also reveals that the account holder's wife is disabled and is a carer for a disabled child and the account holder is currently unwell.



2. I also note that in addition to the complaint set out in the application form to WATRS, the customers have also raised customer service complaints and concerns that they say supports their claim for additional compensation, including that:
  - a. The information that the company has obtained from **XX** includes a telephone recording of a conversation between the customers and **XX** and the customers say that this is a breach of privacy.
  - b. The company has not answered the customers' questions about its actions, including that it had provided no clear answer to why **XX** had been contacted, or why it was instructed to find out whether the customers were still resident.
  - c. The company (in its second lengthy call between the customer's wife and an individual called "**XX**", incorrectly told the customers that it was the practice of **XX** to carry out routine searches.
  - d. Why the customers had been told in July 2021 that the customers' account showed no payment plan in place.
  - e. Why no debt relief order (applying to the customer's wife) showed on the company's systems in July 2021.
3. I discuss the additional matters below, save that I do not make any comment on the complaint about breach of privacy. This I find to be more appropriately dealt with by the Information Commissioner's Office and therefore I find that by reason of rule 3.5 of the Scheme Rules this issue is outside the scope of this Scheme.
4. The customers have supplied extensive documentation directly and via the **XX (XX)** as well as two call recordings. As indicated above, I have considered the evidence submitted by both parties. The documentation shows that the following has occurred:
  - a. The company opened an account for the customers at the property (which is metered) on 30 October 2014, effective from 1 August 2014. This followed a report by **XX** (a debt collection agency). The customers say that this account was opened in both their names. However, the account was opened with a mis-spelling in their name.



- b. The company says that it had referred the customers to the company, Orbit for a home visit about debt advice on 16 February 2017 and again on 4 October 2017, with an Orbit representative attending with them that year.
- c. The customers say that the mis-spelling of their name led to a debt accruing and they were unable to speak to the company about the account because they were not treated as account holders.
- d. The debt charity **XX** telephoned the company on 14 January 2019, to advise that the account holder would contact the company to set up a Payment Scheme, as they were both seeking a DRO.
- e. On 5 February 2019, the company received the DRO, dated 21 January 2019. It was in regard to the account holder's wife, rather than both occupants as anticipated. The company says that it took no action with the DRO document at that time because it was not also in the name of the account holder and appeared to be spelled differently from the name on the account.
- f. A further visit by **XX** appears to have occurred in February 2019. The company explains that during that visit, **XX** noted that there were two adults at the property and it was privately rented by the account holder. At that time, the lady occupant was noted as having told **XX** that they were awaiting their name to be spelled correctly and that the company was meant to be taking her name off the account. They confirmed that she was on a DRO and once removed from the account the account holder would set up a payment plan. This information was not, however actioned by the company.
- g. On 18 October 2019 charges of £3,501.99 were transferred from **XX** to **XX**
- h. The account holder's wife telephoned the company in May 2020 to explain that her name was incorrectly held on its system and that she was party to the DRO, but as she was unable to pass the required Data Protection questions, the company states that it could not discuss the account with her. The customer's wife said that she had shown proof to a field agent in 2018 that the account was in the wrong name and should have been changed and she should have also been placed on the **XX** Scheme. The company had (incorrectly – as it turned out) explained that it held no record of **XX** passing on this information.

- i. A Stage 1 complaint was received from the account holder's wife on 8 May 2020 and responded to on 14 May 2020. The company confirmed that her surname had been corrected and that her previous DRO had been incorrectly refused, as the company had held her surname incorrectly. The company advised that the DRO would be reconsidered and if it was accepted, the default and balance would be removed from her Credit File and account. The account holder's wife was told that the debt and associated default would still apply to the account holder, as he was an occupier but not party to the DRO. He was therefore asked to make contact with **XX** in order to pay them directly. **XX** were confirmed, at this stage, as holding part of the outstanding balance of £3,501.99. The customers at that time additionally were due to pay the company £328.65 for ongoing water charges. No payment plan was in place for either the account holder or his wife. The account holder was given a hold on the account until 13 June 2020 to set up a payment plan.
- j. A Stage 2 Complaint was then received on 19 May 2020 from **XX** and following investigation, the Litigation Team updated the notes on the customers' account. They accepted that the company had been made aware of the incorrect name prior to issue. **XX** was thus instructed to arrange to set aside the judgment and discontinue proceedings.
- k. The customers' account was credited with £200.00 in reimbursement of court costs.
- l. A WATRS decision, WAT/X005 was made in relation to the above issues. WATRS instructed the company to credit the customers' account with £620.00. This was done and the sum was deducted from the outstanding balance. The company says that it set up the account in the account holder's sole name and he was urged to enter into a payment plan.
- m. In September 2020, following the WATRS outcome, the account holder set up a payment plan, which the customers say was for an online payment of £100.00 every 4 weeks. The company says that this was due to be paid on the first of the month but the customers say that this was not part of the agreement.
- n. The company says that in April 2021, it sent a text to advise that the payment amount needed to rise in accordance with the customers' usage, but the account holder did not reply but continued to pay £100.00 until August 2021.

- o. Prompts to make payments were sent in July, August and September 2021, indicating that there was a shortfall in the payment plan.
  - p. On 6 October 2021, the company texted the account holder to advise him to pay his bill that day to avoid going into debt.
  - q. A further text was sent on 12 October 2021 and a payment was made on 15 October 2021 in the sum of £100.00.
  - r. Although these payments continued until February 2022, they were not made on the first of the month and the account holder was not responding to texts or letters. The company explains that this is why the account had been submitted to **XX** in November 2021.
  - s. On 16 June 2022 the company received notification from **XX** that the customer had gone away / moved out. The company says that this is understood to have been advised as **XX** were also unable to obtain a reply to correspondence sent to the address.
  - t. The account holder's wife called on 21 July 2022 to say that they had received a letter stating that they were believed to have moved out of the property. The company reactivated the account.
  - u. When a concern was expressed by the customers that they had received a second letter they were told that their account had been reinstated earlier that month and that the second letter dated 21 July 2022 had been sent before the call of that date.
  - v. A formal complaint about the letters was in due course raised. Following this, a £50.00 goodwill payment was made on 16 August 2022.
5. I am mindful that the customers are concerned that, no sooner had one issue with the company been resolved, another arose, and I understand that this was stressful, particularly taking into account the personal circumstances of the account holder and his wife. I also recognise that the actions taken by the company to close the customers' account at a time when payments of £100.00 per month were generally being paid and accepted by the company would also have been particularly frustrating.
6. However, the test that I must apply is whether the company has supplied its services to the standard that would reasonably have been expected. If the company has taken reasonable steps

in all the circumstances, it will not have fallen short of expected standards, even if for some reason, its attempts to communicate with the customers have not been successful or if it has in fact caused the customers distress and inconvenience.

7. On balance, I find that the actions of the company in writing to the customer and indicating that the account had been closed and that the water should be shut off in 14 days, was, in the circumstances, within a reasonable range of responses that would reasonably have been expected. I reach this conclusion for the following reasons:
- a. I am mindful that the company has a Charges Scheme that, by law, permits the company to require its customers to make payments for the services that they receive. There is no evidence that the company has not raised charges against the customer in accordance with the Charges Scheme.
  - b. I find that an average customer would reasonably expect that the customer would make payments for the use of water and services at the property. I am mindful that there have been previous difficulties regarding this account and also that the customers' assertion that they have been unable to make payments due to the error of the company in entering the account under the correct name is borne out by the decision and award on the previous WATRS decision, which I observe was made by me. I do not revisit the matters that gave rise to that decision. I do take into account that the events leading up to that decision would have been stressful for the consumers.
  - c. However, following that decision and the recognition by the company of the significance of the DRO affecting the account holder's wife, the account has been in the name of the account holder alone and there has been a negotiated payment plan in place. This I find is why the account holder's wife's DRO was not registered against the account. The account holder's wife has made clear in the conversations that she had with the company and in her submissions to WATRS that she understands that she is no longer the account holder.
  - d. The company says that the customers have not adhered to the payment plan. Although the customers say that they have missed only one payment in 2021, the evidence does not bear this out. I note that the customers' explanation of the payments that they have made would suggest 10 payments in each of 2021 and 2022 (which is a fewer number of payments than stated by the company) and would represent a shortfall of £600.00 as against the agreed arrangement. The company says that four payments have been

missed, totalling £400.00. Whilst I have not been able to find evidence that the payment plan envisaged that payments would be made on 1<sup>st</sup> of each month, I accept the customers' explanation that 13 payments per year should have been made. Even if this concession was incorrect, however, and 12 payments per year of £100.00 should have been paid by the customers, the evidence supports the company's position that the number of payments made by the customers have not accorded with the payment plan and that therefore the customers have not complied with the plan.

- e. In consequence, I find that the company would reasonably have been expected to increase the amount of the payment plan and it would have wanted to make contact with the account holder. There is supporting evidence that the company tried to do so by a message sent on 21 April 2021, asking the account holder to contact the company.
- f. The company has submitted supporting evidence that it then tried to contact the customers on many occasions, explaining that the required payments have not been made. I find that it is likely that this is the case. The company has revealed to the customers in its DSAR response a significant number of letters and messages addressed to the account holder from July 2021 onwards, and I find that it is improbable that none of these arrived. In respect of the letters sent, I note that the account holder says that when he received a letter in July 2022 stating in red lettering on the front of the envelope that his water would be cut off within 14 days unless action was taken, the account holder was not minded to open this because he believed that he was making payments under the payment plan. It was opened by the account holder's wife as a consequence of her anxiety. This suggests that the account holder may not always have opened correspondence that arrived by post. I cannot therefore draw the inference that all correspondence from the company in 2021 would have been opened and the customers have agreed that they may not have read SMS messages. I therefore find that it is more probable than not that the company made extensive efforts to contact the customers and to advise them that the payment plan was not being adhered to, even if this correspondence has not been stored in the customers' online account. I find that the company has met expected standards in trying to communicate with the customers.
- g. As the customers did not respond to the initial letters and messages, the company says that it then brought the payment plan to an end in October 2021. The company has submitted its Code of Conduct and Charges Scheme in this adjudication, and I find that the actions taken by the company are consistent with these. I note that it is at least possible

that this is the reason why, when the account holder's wife contacted the company on 21 July 2022, no existing payment plan was showing.

- h. I find that the company's action in contacting the debt collection agency, **XX** was consistent with the Code of Practice and I find that the company was entitled to act on the information that this company provided. The company says that it understands that **XX** had sent correspondence to the customers' address that had not been answered and it had concluded, therefore, that they were no longer resident. If this is the full extent of the investigation of residence by **XX**, I accept the customers' position that this may not have been an exhaustive enquiry. However, I also find that, having employed a debt collection agency, the company would reasonably have been expected to have relied on the information that the agency provided to the company about whether the property was unoccupied or not. I do not find that in these circumstances, the company's actions in closing the customers' account and sending correspondence indicating that the supply would be terminated fell below expected standards.
  - i. The letters of 15 and 21 July 2022, marked in red on the envelope explaining that the water would be cut off, and stating this also in the enclosed letter, indicated to the customers that if this was not the correct position, they should contact the company. This also would reasonably be expected before the company took the final act of shutting off the water supply. When the customers contacted the company, the company reactivated the account. This also was, I find, consistent with expected standards.
- 8. However, I am not satisfied that the customer services supplied by the company in respect of its ongoing relationship with the customers has met expected standards. The customers have complained about the actions of **XX** and, in particular, about the company's response to questioning about this. In particular, the customers complain that the company should have answered certain of the customers' questions about the actions of **XX**.
- 9. Whilst (1) I do not find that the company was obliged to reveal to the customer the details of its internal arrangements with **XX** (except insofar as these may have been disclosable in response to the DSAR), and (2) I also am not satisfied that the observations of **XX** are to be understood otherwise than as an indication that it would have been for the discretion of **XX** to decide how to investigate referrals, I do not find that an average customer would reasonably expect the company to tell the customers to communicate with **XX** directly in order to give an explanation about the occupation of their home. The customers have submitted a call recording of their attempt to communicate with **XX**, which indicates, I find, why this was likely to be a

fruitless exercise. I find that, the company having been notified that this problem had arisen, would reasonably have been expected to instruct its agent to ensure that this error did not recur. The company was in a position to have such a conversation with **XX** whereas I find that the customers would not be able to clarify the company's agent's instructions relating to an investigation directed at them. I find that it was therefore foreseeable that in the absence of clarifying instructions to **XX**, the same mistake could be made again. This was, I find, all the more important because the company has terminated the payment plan for non-compliance and therefore argues that the full amount of the bill is outstanding and unpaid (even though the customers are continuing to make payments of £100.00 at frequent intervals).

10. The documentation that I have seen indicates that the mistake has emerged again. Although the company says that it is aware that the customers were in residence and that it did not seek to terminate the supply when notified that the property was unoccupied, it received a report from **XX** that the property was unoccupied. On 22 September 2022, the customers were sent "a Final Bill" and the customers say that on 15 September 2022, the customers were again told that the account had been closed.
11. While I take into account that it would be of assistance to all parties if the account holder were to re-negotiate a payment plan, I have no jurisdiction to direct this. It is therefore foreseeable that there will be further such incidents. I observe that in response to my Preliminary Decision, the customers have stated that they continue to be the subject of enforcement action by the company in order to reduce the level of debt and the customers have again approached **XX**. There is no evidence, however, that a re-negotiated payment plan is in place.
12. I find, nonetheless, that in the circumstances the company has not taken the steps that would reasonably be expected to resolve an ongoing problem in relation to the perceived occupation of the property and it is foreseeable that the customers would therefore feel vulnerable and exposed. I therefore find that it is fair and reasonable to direct redress.
13. I find that the customers have shown that they are entitled to an apology for the company's actions in asking the customers to try to approach **XX** about its investigation of the customers.
14. I further find that it is fair and reasonable to direct that the customers should receive some compensation for the distress and inconvenience associated with this issue. Taking into account that the company has already paid compensation of £50.00, I find that a further sum of £60.00 is an acknowledgement that the customers have complained that they were required to make an



approach to **XX** (which they did) and that this has not protected them from further inaccurate correspondence.

15. I have considered whether it is also fair and reasonable to direct the company to require **XX** to carry out a visit to the customer's property in the future before stating to the company that it is unoccupied. I find, however, that this is a matter for the company's own commercial practices and policies and I therefore do not make this direction.

### **Outcome**

The company needs to:

- a. Apologise to the customers for asking them to approach **XX** about its investigation of their occupation of their property, and.
- b. Pay compensation of £60.00.

### **What happens next?**

- This adjudication decision is final and cannot be appealed or amended.
- If you choose to accept this decision, the company will have to do what I have directed within 20 working days of the date on which WATRS notifies the company that you have accepted my decision. If the company does not do what I have directed within this time limit, you should let WATRS know.
- If you choose to reject this decision, WATRS will close the case and the company will not have to do what I have directed.
- If you do not tell WATRS that you accept or reject the decision, this will be taken to be a rejection of the decision. WATRS will therefore close the case and the company will not have to do what I have directed.

## **Claire Andrews**

Claire Andrews, Barrister, FCI Arb.

### **Adjudicator**