

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT/X473

Date of Final Decision: 22 May 2023

Party Details

Customer: XX

Company: XX

Complaint

The customer states that she believes her mother, who has since passed away, paid the bill during the timeframe the company claim she is responsible for the water charges; from December 2017 to November 2021. The customer requests that the company write off the outstanding balance for the disputed account.

Response

The company states that as the customer was living at the property during the timeframe in question, she is responsible for the outstanding balance of the account despite it being incorrectly put in her ex-boyfriend's name. The company says this is because, occupiers are jointly and severally liable for the water service charges. Furthermore, the company states it never billed the customer's mother.

The company made no offer of settlement.


Findings

The company has shown that the water service charges raised under the account in question went unpaid, resulting in an outstanding account balance of £1,121.79. In accordance with its Charges Scheme, I find that the company is entitled to pursue the customer for the outstanding account balance as she was in occupation of the property and occupiers are jointly and severally liable for water charges. Nonetheless, the company incorrectly put the account into the customer's ex-boyfriend's name in 2017 and this is evidence of the company not providing its service to the standard to be reasonably expected.

Outcome

The company needs to provide the following further action:

- Provide an apology to the customer for the instance identified in this decision, of when its service did not reach the standard to be reasonably expected.

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- Provide a credit of £150.00 in compensation. The company may apply this credit to account number **XX**, thereby reducing the outstanding balance to £971.79.

The customer has until 20 June 2023 to accept or reject this decision.

ADJUDICATOR'S FINAL DECISION

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Case Outline

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

- The customer is disputing liability for an account which was open between 16 December 2017 and 5 November 2021 – account number **XX**
- The customer believes that the bill was being paid by her mother during this timeframe, who has since passed away.
- The company advised the customer that she is responsible for the bills as she was occupying the property and was over the age of 18 years.
- The company also confirmed to the customer that she is not being double-charged and that this has been investigated.
- The outstanding balance has been sold to a debt collection agency.
- The customer also has an up to date account in her name with the company, which is for her current water usage. The customer's name is on another account with the company, jointly with her sister. This cover the period 5 February 2012 until 16 December 2017.
- The customer requests the company to write off the outstanding balance for account number **XX**

The company's response is that:

- Under Section 4 of its Charges Scheme titled 'Responsibility for payment of water supply charges' it states who it hold liable to pay its charges, and where there is more than one occupier: "each occupier is jointly and severally responsible for payment of our charges, regardless of whether all occupiers are name on the bill".
- There are three accounts involved in this case and the property in question. The first was opened in 2012 and the customer informed it of her date of birth, which confirmed that she was an adult occupier and therefore liable for the charges. That account was closed with effect from December 2017 when the customer's boyfriend moved into the property and a new account was opened for him. The company accepts that although he told it at the time that he was not



responsible for water charges, a mistake was made which resulted in an account being opened in his name only for the property.

- However, it wrote to the customer's boyfriend to let him know that a new account had been opened at the property and it received no response. Despite this error, the customer, by her own acknowledgement was still living at the property so was responsible for the bills whether she was a named account holder or not.
- It recognises that it did close the customer's former account (in December 2017) and then billed her boyfriend for several years. However, the company state it considers that the customer would have been aware that she was no longer being billed directly. The company say it never billed the customer's mother.
- It is the occupiers' responsibility to ensure that water bills are paid and it contacted the property on numerous occasions to ascertain why bills were not being paid but received no response.
- It does not accept to provide the remedy requested to write off the outstanding balance for account number **XX**

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?

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1. The claim concerns the customer's bills. The customer disputes that she is liable for water charges raised by the company for the property under account number **XX**
 2. In its Response, the company states that as the charges raised for its services under the account between December 2017 to November 2021 went unpaid, in accordance with its Charges Scheme, the customer is responsible for the charges as she was in occupation of the property.
 3. I accept that in accordance with the Water Industry Act 1991, the company is entitled to create a Charges Scheme which is approved by the industry regulator Ofwat. I find that the company's Charges Scheme, provided at Appendix 1 of its Response, makes clear that (adult) occupiers of an address that is being supplied with its services are jointly and severally liable for its water charges. This means that two or more occupiers are individually responsible for paying the same charges. I find this is usual across the sector and on balance, I consider this practice to be reasonable.
 4. In light of the document submitted by the company with its Response titled 'Copy of Transactions statement **XX**, I am satisfied that as a result of unpaid bills, the account fell into arrears and as at the date of closure in November 2021, it had an outstanding balance of £1,121.79.
 5. The company acknowledges and accepts that previously in December 2017, it had closed the former account for the property that was in hers, her mother's and sister's names and incorrectly opened the account following the customer's boyfriend informing the company that he was moving in to the property with the customer and her mother. I find that the 'online move notification dated 23/12/2017' provided at Appendix 4 of its Response, shows the customer's boyfriend notified the company of his move into the property but did not request the existing water account for the property to be closed or put into his name. Therefore, by doing so, I am satisfied this is evidence of the company not providing its service to the standard to be reasonably expected.
 6. Whilst I accept the company's actions in this regard may have caused confusion, as it is clear from the evidence that the bills raised under the account were unpaid, for the reason explained above, the company was entitled to pursue payment for charges from any of the adult occupiers at the property. I note that there is no dispute between the parties, about either the customer being in occupation at the property during the timeframe in question or about the customer being

over 18 years old. Therefore, by putting the account back into the customer's name in 2021 and pursuing her for the outstanding account balance of £1,121.79, I am satisfied this does not demonstrate that the company either acted unreasonably or unlawfully. As a consequence, I find no basis to direct that the company provide the customer with the remedy requested for it to 'write off the outstanding balance for account number **XX**

7. However, in light of its service failing as set out above, I find it reasonable to direct that the company provide a written apology to the customer and pay her a measure of compensation in recognition of the stress and inconvenience caused by its admitted error. I find that in the circumstances, it shall provide a credit in the amount of £150.00 as compensation. The company may apply this credit to the account, thereby reducing the outstanding balance to £971.79.

Outcome

The company needs to take the following further action:

- Provide an apology to the customer for the instance identified in this decision, of when its service did not reach the standard to be reasonably expected.
- Provide a credit of £150.00 in compensation. The company apply this credit to account **XX**, thereby reducing the outstanding balance to £971.79.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 20 June 2023 to accept or reject this decision .
- 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 notified 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 chose 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.

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