

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT X525

Date of Final Decision: 26 May 2023

Party Details

Customer: XX

Company: XX

Complaint

The customer states the company has been charging for a service it has not been providing her since 2003. She disputes the company's claim that it has provided her with a rebate of sewage water drainage charges dating back approximately six years. Further, the customer says she is entitled to a sewage water drainage rebate dating back to 2003. The customer requests that the company stop charging her for surface water drainage, provide a full rebate of her sewage water drainage charges and pay her compensation and reimburse costs (£397.50 in total).

Response

The company says it accepted the customer's application for a sewage water drainage rebate and in accordance with its Charges Scheme, backdated this to July 2016 and stopped charging her for surface water drainage. The company denies it is responsible to backdate the rebate further as it did not know the customer's surface water did not drain into its drainage network until she informed it in May 2022. The company made no offer to settle the claim.

The company made no offer of settlement.

Findings

The company has demonstrated that it has provided a surface water rebate to the customer's account dating back to July 2016 and that it is no longer charging her for surface water drainage. I am satisfied that the company has acted in line with its Charges Scheme and the regulator's guidance as there is no evidence to show it knew the customer had a soakaway prior to her informing it in May 2022. Therefore, I do not find that the company has failed to provide its service to the standard to be reasonably expected in this regard and I find that the company is not responsible to provide the customer with a further rebate backdated to when she moved into the property in 2003 or pay her compensation.



Outcome

The company does not need to take any further action.

The customer has until 26 June 2023 to accept or reject this decision.

ADJUDICATOR'S FINAL DECISION

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Case Outline

The customer's complaint is that:

- She has been made to “jump through hoops of fire” by the company since first overhearing a friend in her village that the company has been incorrectly charging waste water when her property has a soakaway.
- The company's policy to only backdate surface water drainage (SWD) charges six years, is unfair and unreasonable.
- The company has still not issued a refund and she is still being charged for SWD.
- She belatedly heard about availability of the company's social tariff for means tested and priority customers.
- The customer requests that the company:
 - Provides a full refund for incorrect SWD charges over 20 years, plus interest, since 2003 – not a credit on her account.
 - Stop charging her for SWD when her property has a soakaway.
 - Provide the correct and appropriate service for account holders personal circumstance (medical and financial).
 - Pay her compensation of:
 - Postal charges - £20.00
 - Cost to travel to post office -£15.50
 - Phone charges - £10.00
 - Stationary - £7.00
 - Print costs - £25.00
 - Distress and upset including for delay by the company in replying- £200
 - Cost of treatment due to illness - £120.00Total: £397.50

The company's response is that:

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- Its Charges Scheme, which has been approved by Ofwat, details its policy to provide customers with SWD rebates where it is shown that properties are not connected to the surface water sewer.
 - Until the customer told it that she had a soakaway at her property, it never knew and so the onus was on the customer to request the rebate. The company explains that the property was built prior to its existence and, in addition until 2011, all drainage within the boundary of a private property was privately owned and therefore, its mapping does not include information about previously owned private drainage, only the assets that it has always been responsible for in the area.
 - In 2011, it adopted all shared previously privately owned drainage in its region, but due to the amount of this new previously privately owned pipework it has not been able to update its mapping.
 - It has printed information about the option on a SWD rebate on all customer bills since it was required to do so by Ofwat in 2000.
 - Unfortunately, it no longer has copies of all the customer's bills since this time. It explains that in line with the Data Protection Act 2018, and the General Data Protections Regulations, it is not, like some other businesses, required to keep customer data for more than six years. Therefore it does not hold any information prior to 2016. However, the company states that it has provided as evidence, copies of every bill it has for the customer and confirms the information about SWD rebates has been printed on all of them.
 - Following receipt of the customer's letter dated 16 May 2022 in which she advised she had a soakaway, it granted a SWD rebate, and backdated this six years with effect from 28 July 2016. Because the charges for the period 28 July 2016 to 27 January 2020 had been issued from the customer's account from its old billing system, it had to apply a credit of £88.66 for this period.
 - To amend the charges for the period 28 January 2020 to 27 January 2022 (the most recent meter reading) in respect of the period after the customer's account had been transferred to its new billing system from 28 January 2020 to 27 January 2022 (the most recent meter reading), it cancelled all of the bills issued for this period, removed the SWD charge from the customer's account, and issued a revised bill showing a balance of £339.60 in credit.
 - On 6 August 2022, the customer wrote to it advising whilst it had recalculated her bill for future charges allowing for the soakaway, it had not refunded charges dating back to 29 October 2003.
 - As it did not reply to the customer letter received on 9 August 2022, within ten working days, it credited her account with £20.00 under the terms of its Customer Guarantee Scheme (CGS).
 - On 2 December 2022, the company received a letter from the customer dated 28 November 2022 advising that household circumstances meant they were in need of a "social tariff" from October 2021 as two pensioners on Pension Credit. In her letter the customer stated she had not heard from it regarding overcharges for 20 years due to her having a soakaway.

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- It called the customer on 7 December 2022 to discuss the letters and explained it had applied its SWD charges dating back six years and she had received this. It advised of its scheme called WaterHelp where eligible customers receive 50% off their bills. However, after discussing the customer's income, it found that she was not eligible for the scheme. The company says it advised her that it had credited her water account with £20.00 under the terms of its CGS for the shortfall in replying to her letter received on 9 August 2022.
 - Following communication from the Consumer Council for Water, it provided a response reiterating she had already received a six-year SWD rebate in line with its policy. Its letter also explained her payment plan was set at £19.00 to contribute towards her continued water usage. Prior to the SWD rebate it was £34.00 per month. In the same letter it asked her to call it if she wanted a refund of her credit balance on her water account.
 - On 14 February 2023, it credited the customer's account with £20.00 for not replying to her letter received on 19 May 2022 within 10 working days and a further £10.00 for not automatically making the £20.00 payment.
 - It does not agree to provide the remedies requested by the customer.


Reply

- The customer states the company “wrongfully” billed her for services that she never received. It has a duty to ensure charges are correct. The company has denied her the right to interest on this amount. She urgently requires this money now.
- The company incorrectly billed her under a different name.
- As a major public service the company, it is incumbent on the company to inform the public of their right not to be charged for services not received, namely where there are soakaways in place.
- The company has not provided a rebate of six years.
- She is unhappy that the company has continued to deny her household a social tariff despite being on means tested benefits.
- It is unfair that the company is unwilling to reimburse her for expenses and distress.

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. Scheme Rule 5.4.3 states the customer cannot introduce new matters in their Reply (to the company's Response). This is because the company has not had a reasonable opportunity to respond to, or resolve any new matters raised. Therefore, I am unable to consider the customer's point raised in the Reply about bills being in someone else's name (as seen at Evidence 1 to 6 provided with the Response) as this issue has not been through the company's complaints procedure and was not raised in the WATRS Application.
2. The customer's claim concerns the level of SWD rebate received from the company. The customer states that she has soakaways at the property and therefore seeks a rebate of SWD charges that the company has been incorrectly billing her for since 2003.
3. I find that section 9.5 of the company's Charges Scheme states that where it is proven that no surface water from a property drains into a public sewer, it will rebate the SWD charge. Further, I find it makes clear that it will backdate the rebate to a maximum of six years; "the current financial year plus a further five". I note that its policy to refund SWD charges for six years is in accordance with the information on the regulator Ofwat's website which states customers should receive a refund of SWD charges of at least six years.
4. I note that on receipt of the customer's letter to the company dated 16 May 2022 in which she requested a rebate of her SWD charges due to the property having a soakaway, the company processed a SWD rebate of £88.66 for the period 28 July 2016 to 27 January 2020 for charges that were issued on its old billing system. In respect of the period after the customer's account had been transferred to its new billing system from 28 January 2020 to 27 January 2022 (the most recent meter reading), the company states it cancelled the bills issued for this period, removed the SWD charges from the customer's account, and issued a revised bill showing a balance of £339.60 in credit (as shown in the bill dated 14 June 2022 at Evidence 13). Having reviewed the



bills at Evidence 9 to 13, I accept the company's submissions in this regard and on balance, I am satisfied that the credit applied of £88.66 in conjunction with the credit generated by the re-bill of the customer's charges from 28 January 2020 to 27 January 2022 after removing the SWD charges, demonstrates that the company has provided the customer a rebate of the SWD charges dating back six years to 28 July 2016. Therefore, I find that by providing the customer with a rebate of the SWD element of her waste water charges dating back six years, the company acted reasonably and in accordance with its policy. I also note from the customer's bills that the SWD rebate has remained on her bills and therefore that she is not being charged for SWD.

5. Regarding the customer's request for a SWD rebate dating back to 2003, I acknowledge that guidance on Ofwat's website states where a company knows or might reasonably be expected to know that a property is not connected to its sewerage system for SWD, it would expect the company to apply the rebate from the date at which it knew the property was not connected. However, in this case, the company says it did not know the customer had a soakaway until she informed it of this (in May 2022) as its mapping does not show private drainage arrangements for customers' properties that it only became responsible for in 2011. I accept that the company only became responsible for previously owned private drainage in 2011 and its existing mapping therefore would not reflect the customer's drainage arrangement. As there is no evidence to show it knew the customer had a soakaway prior to her informing it (in May 2022), on balance, I accept its submission in this regard and I find there is no evidence to suggest that the company knew or ought to have known that the customer was entitled to an exemption before she applied for a SWD rebate in May 2022.
6. Further, I note that the customer's bills include advice that a reduction to the waste water charge can be claimed if surface water from the property does not drain into its sewers. Therefore, I am satisfied that the company took reasonable steps to make the customer aware that a rebate of up to six years, was available for customers like herself who have a soakaway.
7. Therefore, overall the company has acted reasonably when handling the customer's request for a SWD rebate and I find no evidence to establish that it failed to provide its service to the standard to be reasonably expected by refusing to backdate the SWD rebate to 2003. Therefore, the customer's claim for a further rebate is unable to succeed. Furthermore, as the SWD rebate is already being applied to the customer's water account, I find no basis to direct that the company "stop charging her SWD", as sought.

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8. However, I note from the Response, that the company did not respond to the customer's letter dated 16 May 2022 and further, it delayed with providing a response to her subsequent letter dated 6 August 2022. I find this is evidence of the company not providing its customer service to the standard to be reasonably expected. Nonetheless, I am satisfied from its Response, that it has since applied appropriate credits to the customer's water account (£50.00 in total), which is in line with its CGS, in recognition of its failings.
 9. In her WATRS Application the customer raises a concern about the company not placing customers on the appropriate tariffs. I can see from the information in the company's Response, that when the customer asked about help with bills during the timeframe reviewed, it assessed her eligibility for its WaterHelp scheme, (its social tariff which provides 50% off bills for those customers on a low income) however, the customer did not qualify. Again, it is clear from the customer's bills provided, that the company informed the customer about help with bills. Whilst I acknowledge the customer remains unhappy about not qualifying for its alternative social tariff, as I find no evidence to establish the company made any error when assessing her circumstances, this does not form any service failing by the company. Overall I am satisfied that the company's service provided when responding to her request, met the expected standard.
 10. In her WATRS Application, the customer asks that the company provide a direct payment of the SWD charges, rather than a credit applied to her water account. I find this to be a reasonable request and I note that in its letter to the customer dated 6 February 2023, the company confirmed that she could request a refund of her credit balance on her account (£108.09 at that time) by calling its Billing Team. The company has reiterated this point in its Response and has advised the customer to call its Billing Team on 0800 XX in order that it can arrange to pay directly to the customer any credit balance on her water service account. I find this is reasonable and therefore, I am satisfied that the company's service met the expected standard in this regard.
 11. Regarding the customer's request for compensation, as this review has found no further instances of the company's service not meeting the expected standard, I find no basis to direct that it pay the customer compensation for stress and inconvenience or the amounts claimed in her WATRS Application including costs incurred in bringing her Application to WATRS. Furthermore, I note these amounts have not been substantiated with any evidence.
 12. In regards to the customer's request for interest on overcharges, I note that under Scheme Rule 6.7, it states WATRS may only award interest in disputes about incorrectly levied charges. In this case, I find that the charges were not incorrectly levied at the time as there is no evidence to

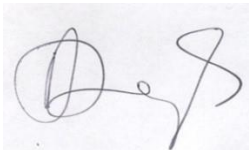
establish that the company had knowledge, or reasonably ought to have knowledge that the charges were incorrect at the time at which they were levied.

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

Adjudicator