

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X771

Date of Final Decision: 18 December 2021

Party Details.

Customer: The Customer

Company: The Company

Complaint

The customer says the company charged him for its services before he had moved into his new property or started using the water supply. He considers this was due to its poor systems and poor communications. He claims for the company to provide an apology, refund his bill and any legal costs and, pay him £1500 for distress and inconvenience, noting it has taken him around 8 hours to resolve this.

Response

The company says it charged the customer based on the moving in date he provided. It had charged the customer correctly and has taken debt recovery action in line with its process. It acknowledged and apologised for not sending an electronic bill however, it had sent a bill by post and tried to contact the customer by post and text message. It denies the claim.

Findings

The evidence shows that the company failed to provide its services to the standard to be reasonably expected in so far as it did not send an electronic bill to the customer as requested. However, I am satisfied it has already provided a suitable remedy for this, by way of an apology.

Outcome

The company does not need to take any further action.

The customer must reply by 10 January 2022 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

- On purchasing a property he contacted the company to provide his expected moving in date. The latest date he could enter was in six months' time however due to renovations he did not move in at that time. He is unhappy the company did not contact him to check his moving in date before starting to charge him for its services.
- He told the company he wanted communication by email due to not living at the address however the company then sent letters to the address that he did not receive.
- He first heard from the company via a vague text message and then found it was pursuing court action for unpaid charges. This was the first time he was made aware of such.
- The company's correspondence said it would contact him by phone to discuss payment however it did not.
- He claims for the company to provide an apology, refund the bill and any legal costs and, pay him £1500 for distress and inconvenience, noting it has taken him around 8 hours to resolve this.
- In comments on the company's response, he says the company should have updated its invoice once he confirmed he had not moved into the property, as other companies would have done. He thinks it should have better systems in place and that it acted aggressively in pursuing court action so quickly.
- In comments on a preliminary decision the customer confirmed he had not yet moved into the property. He disputed that he should have to pay any sum given he had not used any water. He questioned whether he had even entered into a contract with the company, given he did not recall seeing any terms. And he questioned whether WATRS was able to recommend the company change its practices.

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The company's response is that:

- The customer contacted it in March 2020 to say he was taking responsibility for the property from 25 September 2020. It was unaware he was undertaking renovations or that he may not be using the supply.
- It billed the customer on an unmeasured basis from 25 September 2020.
- It acknowledged it did not send the customer electronic bills as requested and it had already apologised for this. However, it had tried to contact the customer by letter and by text message in October, November and February 2021. It has enclosed a copy of these communications.
- Following non-payment it followed its debt recovery process.
- It has charged the customer correctly and it denies the claim.

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.

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How was this decision reached?

1. The customer told the company the date he expected to move into the property.
2. I consider the average person would not expect the company to routinely contact its customers to verify this information. I also note the company has no policy that requires this. I therefore do not find a failing in this respect.
3. I am satisfied the company reasonably acted upon the information provided by the customer and billed for unmeasured charges from the move-in date provided.
4. The customer had requested e-billing however due to a fault with the company's system the company sent his first bill by post. I consider the company failed to provide its services to the standard to be reasonably expected in this regard.
5. I accept on the evidence provided that the company did attempt to contact the customer by text message and post regarding his unpaid bill. I also accept on balance the customer did not receive these communications, however I cannot say this was due to any failing on the part of the company.
6. I consider it would have been good practice for the company to contact the customer by phone before commencing debt collection action. However, I am satisfied it nonetheless made reasonable efforts to contact the customer by text and post.
7. The company was entitled to commence debt collection action in respect of the unpaid bill in line with its scheme of charges.
8. As I have found a failing by the company in respect of its billing (at paragraph 4 above), I will consider the remedies sought.
9. I am satisfied on the evidence that the company has already provided the customer with a written apology for the identified failing. I therefore find no further apology is due.
10. The company was entitled to bill the customer and to commence debt collection action and therefore the customer's claim for it to refund the bill and any legal costs is unable to succeed.

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11. As to the payment for distress and inconvenience, I accept on balance that the customer would have paid his bill on time had he received the e-bill from the company. Therefore, he would have avoided the subsequent charges, debt collection action, legal fees and complaint, all of which no doubt caused him distress and inconvenience. However, I am also mindful that the customer could have avoided these circumstances had he updated the company of his moving in date. Taking this into account I find the claim for compensation is unable to succeed. I appreciate the customer will be disappointed by this, however I must take into account whether it was possible for him to mitigate or avoid any disadvantage in deciding whether the company should make any payment.
12. I have considered the customer's comments on my preliminary decision however my findings remain the same.
13. Under the WATRS rules I cannot consider any new complaint raised in comments on the preliminary decision. I therefore cannot consider the customer's concerns as to whether he knowingly entered into a contract with the company and agreed to its terms.
14. The customer has questioned whether I can make recommendations. Under the WATRS rules I can only direct the company take action to remedy an identified failing.

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 10 January 2022 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.

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- If you do not tell WATRS that you accept or reject the decision, this will be taken to be a rejection of the decision.
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Justine Mensa-Bonsu LLB (Hons) PgDL (BVC)

Adjudicator

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