

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1866 – Water – Unhelpful customer service staff

Date of Decision: 15 April 2020

Complaint

The customer has a dispute with the company regarding its refusal to issue a document confirming there are no water quality issues at her property. The customer contends that she contacted the company for guidance when establishing a cattery in her garden but received no response for two months. The customer claims that due to the non-response she instructed a plumber to carry out work in respect of water supply and discharge and will not now permit the company to excavate her garden to inspect the works. Nevertheless, the customer seeks company approval of the works and to be paid £2,500.00 in compensation for stress.

Defence

The company states that it has a legal obligation to monitor water quality at premises housing animals. In order to be satisfied of this at the customer's premises it requires access to the water assets to examine compliance with regulations. The company asserts the customer has always denied them access to the assets. The company has not made any offer of settlement to the customer, and believes it has acted in a correct and reasonable manner. It confirms it will not issue any documentation as requested by the customer until it is satisfied of adherence to applicable regulations.

Findings

The customer has not presented sufficient evidence to support her claim that the company should confirm no water quality problems exist at her cattery. I find that the company acted reasonably in seeking to inspect the water assets prior to confirming acceptability of them. I am satisfied the customer has prevented the necessary inspections by the company. Consequently, I find the company has not failed to provide its services to the extent to be reasonably expected by the average person.

Outcome

The company needs to take no further action

The customer must reply by **** May 2020** to accept or reject this decision.

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ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /1866

Date of Decision: 15 April 2020

Party Details

Customer: The customer

Company: XWater

Case Outline

The customer's complaint is that:

- The customer claims she has experienced an ongoing dispute with the company regarding receiving official documentation from the company in respect of water quality at her premises. Despite the customer's ongoing communications with the company and the involvement of CCW, the dispute has not been settled.
- The customer states that she operates a cattery service at her property.
- The customer claims that she commenced the formation of the cattery in the second quarter of 2017 and states that she contacted the company by placing an online query via its website. Receiving no prompt response, she sent an e-mail to the company in May 2017 to enquire as to how to proceed in respect of water supply. The Customer contends that the company did not respond to her enquiry for several months.
- The customer asserts that in the absence of any advice or guidance from the company she retained the services of a plumber who was instructed to carry out all necessary work in compliance with all applicable regulations.

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- The customer states that she was eventually contacted by the company towards the end of 2017 and was advised that inspections and checks of the installed system would be required, and this work may involve excavation and disruption to water supply.
- The customer advised that in July 2018 the company informed her that it would, in fact, not be required to excavate in her garden but required details and specification of the washing machine the customer had installed in the cattery to launder cat bedding.
- The customer states that she supplied the required data to the company who responded by advising her that it did not believe the washing machine complied with applicable water regulations, in particular the guidelines of the Water Regulations Advisory Scheme [WRAS]. The customer asserts that she contacted WRAS directly and was informed that the company was misinterpreting the guidelines.
- The customer notes that the company offered her up to £1,000.00 towards purchasing and installing a new washing machine with a specification compliant with the WRAS guidelines and it recommended a make and model to be installed. However, due to space restrictions in the cattery the washing machine would not fit comfortably as an additional separate drier or break tank would also be required.
- The customer, dissatisfied with her interactions with the company, escalated her dispute to CCW who took up her case with the company on her behalf. The customer records that CCW was supportive and entered into a long running exchange with the company, but without finding a solution to the impasse. The customer notes that on 22 March 2019 CCW contacted the company again to request an update and further answers to the customer's questions but to date no response has been received. The customer contends that the company has not initiated any further contact either with her or CCW for more than twelve months. Consequently, the customer asserts that, despite the intervention of CCW, the dispute is ongoing and the company has not revised its standpoint and CCW are unable to facilitate a resolution between the parties.
- The customer remains dissatisfied with the response of the company and consequently, on 20 February 2020, has referred the matter to the WATRS Scheme whereby she seeks to have the company issue documentation to confirm that there are no water quality issues or problems at her property, and to pay her the amount of £2,500.00 for stress and inconvenience.

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The company's response is that:

- The company has submitted a Defence to the claim.
- The company confirms that the customer contacted it by e-mail on 27 May 2017, and acknowledges a delayed response was sent on 14 July 2017. The company denies having received an online query from the customer prior to her e-mail of 27 May 2017.
- The company notes that when an animal facility is set up and connected to its supply it must ensure adherence to water regulations, and it follows the guidelines of WRAS. The company states that it was advised the specification of the washing machine installed at the cattery and noted that it did not meet the applicable requirements as it was a domestic level machine.
- The company notes that the customer had instructed a plumber to undertake water related works at the cattery, and it confirms receiving a copy of an e-mail from the plumber to the customer dated 07 August 2017 detailing the features of the installed works. The company asserts that it wrote to the customer on 18 September 2017 advising that it required a site visit to inspect the works done by the plumber and requested that she contact it to arrange an appointment. The company contends that the customer did not respond to its communication.
- The company notes that on 05 July 2018 the customer advised it of the specifications of the washing machine installed in the cattery. The company confirms that the machine did not meet the required specification to comply with the WRAS guidelines and that on 14 August 2018 it confirmed to the customer that it would provide her with a compatible washing machine and contribute up to £1,000.00 towards the cost of it.
- The company asserts that following the customer advising it that the proposed new washing machine was too big to fit into the cattery kitchen it made an alternative suggestion of installing a break tank with an air gap meaning the customer could retain the original domestic level machine. The company advised that it would cover the cost of supplying either option but would not install the equipment. However, it confirmed it would inspect the installation works upon completion to confirm compliance with regulations.
- The company records that it is legally responsible for ensuring that applicable quality regulations are met and complied with. It states that as part of its responsibilities it is required to visit the cattery every two years to undertake onsite inspections which include examining plumbing works. The company asserts that the customer has made this problematical by denying the company access to her property.

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- In summary, the company states it has ongoing concerns regarding the water quality at the customer's property and thus confirms it will not be issuing the documentation requested by the customer until such time it is satisfied all regulatory requirements have been achieved. The company believes the dispute is a regulatory issue and not a service issue. It acknowledges certain customer service shortfalls and has compensated the customer for these. Thus, it declines to accede to the customer's claims.

The customer's comments on the company's response are that:

- The customer has submitted detailed comments on the company's Defence document. She reiterates her position that she attempted to contact the company on many occasions from March 2017 onwards, and that her plumber had contacted the company prior to commencing his work and complied with the guidance given. The customer also denies the company statement that she has refused it access to her property, but she confirms she has denied it permission to excavate her garden. She also believes her original washing machine is fit for purpose after having been advised by the retailer where she purchased it. Finally, she believes the compensation paid to her is insulting and upsetting.

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 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 dispute relates to the customer's dissatisfaction over the company's refusal to issue documentation confirming there are no problems with the quality of water at her property. The company asserts that it has a regulatory responsibility to ensure compliance with water quality regulations, and ongoing concerns at the customer's property prevent the issuing of any documentation.
2. I note that the WATRS adjudication scheme is an evidence-based process and it is for the customer to show that the company has not provided its services to the standard that would reasonably be expected of it.
3. The customer claims that she attempted to contact the company for advice in respect of the water provision at her property from March 2017, without success. She also asserts that she posted her queries on the company's online facility, again without reply. However, I note that the customer does not supply me with any evidence to support this, and the company denies receiving any contact from the customer.
4. The parties agree that the customer contacted the company by e-mail on 27 May 2017. The company acknowledges a customer service failing in that it did not respond to the customer until its letter dated 14 July 2017. I note that the company has paid compensation for the failing.
5. I take note that the company's letter of 14 July 2017 did clearly and in reasonable detail answer the customer's query on her responsibilities regarding the water facilities at her new cattery. The company letter advised her that she must comply with WRAS regulations, and supplied a link to the WRAS website.
6. Additionally, the company explained its role as being legally responsible for ensuring compliance with water regulations within its area, and advised the customer she faced legal consequences for contravening the regulations.
7. In its e-mail to the customer dated 18 September 2017 the company explained in further detail the appropriate WRAS regulations and requested the customer make an appointment for the Water Regulations Inspector to visit the cattery. I am not aware that the customer has complied with this request and consequently I understand that no inspection has taken place to date.
8. The customer, in her Comments on the company's Defence document, questions why the company has raised for the first time in its Defence the need to inspect her premises every two

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years. However, I note that the company advised the customer of this requirement in its letter dated 22 March 2018.

9. The customer has stated that due to the non-response of the company to her request for guidance she decided to engage a plumber and proceed with the installation of water services to her cattery. I have read carefully her e-mail communication to the company dated 27 May 2017 and I note that it was addressed to "Customer Billing". The e-mail, in part, states "*I am writing to you for advice if and what I should do in relation to water*". I am not satisfied that this can be construed as a request for guidance in respect of water supply, water regulation compliance, approvals, any need to change from domestic to business, etc. Considering the address of the e-mail recipient and the non-specific wording of the question I find that if taken at face value the e-mail can be understood to be seeking clarification on billing after the establishment of the cattery.
10. Additionally, the customer, in her WATRS application form states at Section 5.2, inter alia, "*... enquired to SES about her responsibilities in relation to the water connection*". I am not satisfied that this is an accurate description of what the customer actually requested in her e-mail of 27 May 2017. Considering the importance of complying with water regulations, and the level of penalty for non-compliance, I am not persuaded that the customer has fully mitigated the effects of proceeding without official notification from the company.
11. The customer has also claimed that the plumber retained by her "*....did the plumbing work exactly asked to do and in line with guidance.*". She does not state which guidelines she refers to.
12. Additionally, the customer states, "*.... my plumber..... contacted X Water and did exactly as they asked him to do.....*". Again, I am not provided with any supporting evidence from either party that such a discussion took place prior to the plumber commencing work. Indeed, I note that the company requested to be advised by the plumber, after the fact, what work he had done for the customer.
13. I am satisfied, on balance, that the plumber completed his work and covered it up prior to any inspection by the company. The customer is requesting from the company confirmation that the plumbing works are good and in accordance with "*... what X Water asked the plumber to do...*". I find that it is unreasonable to expect the company to issue such approval without being allowed to inspect the plumbers work. Having in mind the company's legal responsibility to monitor compliance with water regulations I am content that the company is acting correctly and

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reasonably in refusing to issue such document before being satisfied that all applicable water regulations have been met.

14. The company requested that it be allowed to excavate a small area in order to validate that the pipes had been laid at the correct depth. The customer has rejected this request. The customer, in her response to the company's Defence document, has claimed that she has never denied access to her property but confirms that she has not permitted the company to excavate. I further take note of her e-mail to CCW dated 05 July 2018 where the customer declares "*I WILL NEVER ALLOW THEM TO DIG UP MY LAND, NEVER!*". (Emphasis added by customer). Thus, on balance, I find that the customer has not taken a reasonable position in her dealings with the company over allowing it to perform the checks required to fulfil its legal responsibilities in respect of water regulations.
15. Based on the available information I am satisfied that the washing machine installed by the customer does not appear to comply with the applicable water regulations. I note that the company offered £1,000.00 towards the supply and fit of a machine that would comply with the regulations or for the installation of a break tank to permit the use of the original washing machine. I find this to be a reasonable proposal by the company, particularly having regard that it has no obligation to make such a contribution. I take note that the customer has declined to install either option.
16. In her application to the WATRS Scheme, the customer has requested two remedies from the company, --- (i) to have it issue a document confirming there are no water quality issues at the cattery; and (ii) to be paid £2,500.00 in compensation for distress and wasted time.
17. In respect of remedy (i) I have established that because of its legal responsibilities the company must be fully satisfied that all applicable regulatory requirements have been met. I have noted above that the company cannot be reasonably satisfied unless it is permitted to access, inspect, and check the piping and other water elements installed by the customer's retained plumber. I take note that the company took ± seven weeks to reply to the customer's e-mail of 27 May 2017 but this delay cannot obviate its responsibility to ensure the customer has complied with the water regulations. I find that the customer should not expect to receive the confirmation she seeks until such time she facilitates the company to undertake its inspections. I shall not direct that the company issue any confirmation as to water quality at the property.
18. Regarding remedy (ii), the customer seeks compensation of £2,500.00 for distress and a time-consuming effort. I recall the letter to the customer from the company dated 18 September 2017 in which it advised of its need to inspect the plumbers work and requested the customer to

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contact it to arrange an appointment for the Water Regulations Inspector to visit the premises. The customer did not do so, and I am satisfied, on balance, that had the inspector been permitted to visit at that time the dispute would not have continued for a further duration of more than two years.

19. Had the issues been settled in the final quarter of 2017 the customer would not have encountered the distress and time consuming efforts she purports to have experienced while dealing with the dispute. Overall, I am sympathetic to the frustrations of the customer but I am not persuaded that the conduct of the company in insisting on applying the water regulations has contributed directly to the customer's distress. Thus, I find that compensation is not applicable.
20. In summary, I find that the customer has not provided sufficient evidence to justify the claim. Thus, I shall not direct that the company accede to either of her requested remedies.
21. My conclusion on the main issues is that the company has not failed to provide its services to a standard to be reasonably expected by the average person, and therefore, my decision is that the claim does not succeed.

Outcome

The company does not need to take further action.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply **by ** May 2020** 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.

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Peter R Sansom
MSc(Law); FCI Arb; FA Arb;
Member, London Court of International Arbitration.
Member, CI Arb Business Arbitration Panel.
Member, CEDR Arbitration Panel.

Adjudicator

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