

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /0668

Date of Decision: 28 February 2018

Complaint

The customer submits that the company provided an “awful” service following her report of a potential sewage blockage at her home. Its engineers contaminated her home by dripping effluent from their equipment and touching doorframes with their gloves on, potentially causing her cats to become unwell. The company also turned up either late for visits or without an appointment, illegally trespassed on her property and told her that her address would be “blue-carded”. Further, the customer is unhappy with the company’s request to provide receipts and invoices in support of her claim for compensation in respect to her losses incurred of £5400.00 and for failing to apologise for all aspects of its poor service.


Defence

The customer reported a sewage blockage on 3 September 2017 which following its investigations, was unblocked and fixed by 29 September 2017. The company admits that in conducting its work, there were service failures including its engineers arriving late or without an appointment. It also accepts that an engineer gained access to the customer’s property by climbing over the fence without permission, which it confirms, is completely unacceptable. However, it has investigated all aspect of the complaint, apologised to the customer and taken appropriate action where relevant. It has also offered the customer £230.00 in compensation to say sorry. It denies that the customer is entitled to a higher amount of compensation as she has failed to prove any losses.

Findings

The company investigated and fixed the sewer blockage reported by the customer within a reasonable timeframe however whilst conducting its work, engineers accidentally dripped a liquid substance on the customer’s internal flooring, told the customer that her address would be “blue carded” and on another occasion, gained access to the garden of her property, without permission. Such actions represent failures by the company to provide its services to a reasonably expected standard. Whilst the company took appropriate action to address the incidents, I find that the company did not provide a written apology to the customer for all proven aspects of her

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complaint and the compensation amount offered of £230.00 in recognition of its failures, is insufficient. However, the customer has not proven with evidence that she is entitled to the amount claimed in full.

Outcome

The company shall pay the customer total compensation of £480.00 and provide a written apology (please see paragraph 11 for details).

The customer must reply by 28 March 2018 to accept or reject this decision.

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Party Details

Customer: _____

Company: _____

Case Outline

The customer's complaint is that:

- She called the company on 3 September 2017 to report a possible blocked sewer and the company's engineers arrived the same evening. They came through her home to access the manhole cover in her back garden and then dripped brown liquid from the red tubing they had tried to unblock the manhole with all over her doormat and kitchen and lobby floors. When she pointed this out to the engineer he dabbed each drop of sewage with a blue paper towel. He did not clean it or disinfect the areas. Moreover, the engineers could not fix the blockage as they needed a crew with a camera.
- The next crew which came an hour or so later put down plastic sheeting however the engineers still trod around the edges and brushed the red tubing up against her doorframes and opened her internal doors with their work gloves. They were also unable to fix the blockage and she was told a crew who could blow air into the pipes was needed.
- The next crew were due at 7.30 pm on 4 September 2017 however the engineer tried to change this to a later time. The customer asserts she asked to reschedule for a time in daylight hours so she could clean up after their visit. She was given Sunday 10 September 2017 between 1pm and 5pm.
- On 10 September 2017, an engineer called her at 4pm to advise he would be arriving within 40 minutes. She explained to him what had happened before and about how upset she was about the sewage being dripped on her floor. He said that she was being rude and that he might not come and also that he can have her address blue carded. He explained this meant that no one would come to her address to fix anything. She called the company's customer services and its representative apologised for what had been said by the engineer. She then formally

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complained to the company about how engineers had behaved in her house and about one engineer having sole discretion to blue card her address.

- On 20 September 2017, someone from the company called and left her a voicemail saying they were outside her house and needed access to the manhole in her garden. She was not at home but at work as she had not been informed about the visit. This is further evidence of the company's uncoordinated approach. It later transpired that an engineer went ahead and accessed her garden without her permission (by climbing over the fence).
- The customer requests that the company provide a formal written apology for the whole "calamity"; the company has been nonchalant about the whole incident. It admits to all of what happened and the "awful" service provided but only apologised for segments of it. Moreover, following her claim for compensation, it required her to provide receipts as proof for the cost of replacement flooring and vet bills but she has not had time to obtain such.
- The customer requests that the company pay her £5400.00 in compensation (£4000.00 for trespassing on her property, £1000.00 for replacement laminate flooring and £400.00 for vet bills) and for it to stop chasing her for payment whilst the dispute is ongoing. She requests that the company waive her water charges from 2017 to next year.

The company's response is that:

- The customer reported a blockage in the sewer which it investigated including carrying out a CCTV survey. It then cut tree roots and cleared the blockage and now the sewer is free flowing with no issues. However, in conducting its works, the customer alleged that its contractors, the [](RST), caused damage inside her home, trespassed on her property, and caused potential sickness to her cats.
- To date, the customer has not substantiated the losses she claims of around £4,000.00 however following a full review of her case, it offered the customer a total payment of £230.00 to say sorry, which she has refused. It has also explained that it cannot pay the amounts she is claiming. With regards to trespass, it does not believe it is appropriate to raise this through WATRS.
- It admits there have been service issues with regard to dealing with the sewage blockage and gaining access to its manhole which is located in the customer's back garden (access is only possible through her property). However it protected the customer's home the best it could with dust and plastic sheeting. Further steps it has taken are:

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- It has assured the customer that the substance from the equipment carried through her home was not effluent and therefore did not contaminate her home;
- It has apologised for arriving at 8:36 pm on 4 September 2017 when the customer had expected its engineers to arrive at 7.30 pm and it has offered £30.00 for this to say sorry;
- It has apologised for the RST engineer not taking off his gloves when touching the customer's door handles;
- It has investigated and dealt with the issue of a telephone conversation between a RST engineer and the customer where she was advised of "blue carding". It has since explained that if any of its staff feel threatened or are being abused, it may utilise this. However, before this is put in place, the circumstances have to be investigated and approved by senior management. Due to the concerns of the engineer, he made arrangements with his manager for other staff members to attend the customer's property that day however it assured the customer that it has not put "blue carding" in place at this time;
- It has agreed it is wholly unacceptable for its contractor to have gained access to the customer's garden over her fence. A formal investigation has been carried out with regards to this; the contractor was interviewed with RST taking disciplinary action. However, it believes that the contractor only had the customer's best interest at heart in getting the blockage resolved as quickly as possible. RST offered the customer £150.00 to say sorry for all of the issues she experienced when dealing with them and;
- It has offered a further payment of £80.00 to say sorry for any delays caused by it.
- The company asserts that it confirmed to the customer that it is unable to waive her water/waste water service charges as she has received the full benefit of the services and her bills must be paid. Further, it is unable to stop chasing her for these charges and it informed the customer of the possible implications of not bringing her account up to date including sharing her payment history with a credit reference agency.

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.

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If the evidence provided by the parties does not prove both of these issues, the company will not be directed to do anything.

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. I remind the parties that adjudication 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.
2. The complaint has arisen following the customer's report to the company of a potential blockage at her home on 3 September 2017 and concerns the company's actions whilst dealing with the blockage and also the way in which it has handled her complaint raised regarding the same.
3. The company has submitted supporting evidence including photographs from its visits to the customer's property on 3 and 10 September 2017 and evidence of the emails received from the customer during the dispute timeframe. The customer has provided her compensation claim form submitted to the company and her emails exchanged with the company in support of her submissions. I also acknowledge receipt of the Consumer Council for Water correspondence.
4. The customer reported a potential sewage blockage on 3 September 2017 which was cleared by the company on 29 September 2017 following its visits of 3 September, 4 September, 10 September and 20 September 2017. It is evident that from its initial investigation, the company deemed the problem required a CCTV survey and later it was found that a Sonde survey was required to mark the exact location of the defect which had been found on the footpath. Bearing in mind this and also that the timing of company's visits depended on the customer being at home to allow access, I am satisfied that the length of time taken by the company to resolve the blockage, was reasonable. I find there is no dispute about this particular issue however I will consider below each of the claims raised regarding the company's conduct.

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5. During the first visit on 3 September 2017, the customer submits that brown effluent was dripped on her floor from the equipment (red piping) used to try to unblock the manhole whilst being carried by engineers back through her house. It is clear that no plastic sheeting was used to cover the customer's floor during this first visit; this is not disputed by the company although it denies that the brown drips were sewage. On balance, I accept that a substance was dripped on the flooring and if not effluent, it was clearly unpleasant and associated with the work being undertaken by the engineers, which they did not properly clean up. I am satisfied this lack of care shown is evidence of the company failing to provide its services to the customer to the standard to be reasonably expected on this occasion.
6. The customer submits that the next crew who arrived approximately an hour later on 3 September 2017 put down plastic sheeting on the floor, however she asserts that the engineers trod around the edges and also brushed their equipment against her door frames as well as touching her door handles with their work gloves still on. I find that as the company used plastic sheeting to cover the customer's flooring, on balance, I am satisfied that the company made reasonable attempts to protect the customer's home from contamination and whilst this may not have prevented some contact by the engineers with the interior of the customer's home, I am not persuaded the behaviour of the engineers on this occasion amounted to a service failure.
7. In relation to the visit of 4 September 2017, the company admits that it arrived at 8:36pm, which was more than an hour later than arranged. As this was too late for the customer, she denied access. I accept the company's delay in arrival amounts to evidence that the company failed to provide its services to the customer to the standard to be reasonably expected.
8. Prior to the engineers arriving on the next visit arranged for 10 September 2017, an engineer called the customer and the customer submits that in response to her advising of the previous issue encountered with the mess left, the engineer accused her of being rude and advised that her address would be "blue-carded". The company has explained this is something used if any of its staff feel threatened or are being abused however there is no suggestion or evidence that the customer was threatening or abusive. Therefore, on a balance of the evidence, I find that being told her address would be "blue-carded" was unjustified and unfair in the circumstances. I find this to be evidence that the company failed to provide its services to the customer to the standard to be reasonably expected on this occasion. Following the customer's complaint about the same, I find that the company assured her that it would only be put in place by senior

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management after an investigation. I am also satisfied from the evidence that the company has appropriately investigated this incident and taken action against the RST engineer. Whilst the customer reports that she immediately called the company's customer service department who provided an apology for this experience, there is a lack of a written apology from the company. As the customer has requested such in her WATRS application, I will address this when considering remedies below.

9. On 20 September 2017 the customer submits that she received a voicemail message from one of the company's engineers advising they were outside her property, needing access to the manhole in the back garden. I accept that no appointment had been made by the company to attend at this time and the customer was not at home due to not being given any prior notice of the visit. This is evidence of a service failing by the company.
10. In regards to the customer's submission that an engineer trespassed on her property when she was not at home, I am unable to consider the legalities of trespassing in this adjudication as I accept the company's submission that such an allegation falls outside the scope of WATRS. However, I am able to consider whether the company's actions on this occasion constitutes evidence of it failing to provide its services to the customer to the standard to be reasonably expected. The company accepts that the contractor gained access to the customer's back garden without her permission by climbing over the fence. Therefore, I find this is clear evidence of a service failing by the company. In its responses to the customer of 16 and 30 November 2017, I find that the company admitted this conduct was completely unacceptable and confirmed that the contractor had been interviewed and that RST were taking disciplinary action.
11. In light of the service failings by the company I will now consider the remedies requested by the customer. The customer requests a formal written apology. Based on the company's responses to the customer's complaint dated 22 September 2017, 4 and 17 October 2017, 16 November 2017 and 30 November 2017, I accept the customer's assertion that whilst the company has apologised for some aspects of her complaint, it has not provided a written apology for all of the service failings found above including: dripping a substance on the customer's flooring which, it not effluent, was linked to the work being undertaken and clearly unpleasant; being told her address would be blue-carded and; an engineer gaining access to her garden without permission. Therefore, I find it fair and appropriate to direct that the company provide a written apology to the customer in relation to its proven service failings, as set out above.

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12. The customer requests that the company pay her £5400.00 in compensation (£4000.00 for trespassing in her house into her back garden, £1000.00 replacement laminate flooring and £400.00 for vet bills) and stop chasing her for payment whilst the dispute is ongoing. The company offered the customer compensation of £230.00 comprising £150.00 from RST for its contractors' conduct whilst dealing with the blockage at the customer's home and £80.00 for delays including arriving late for its appointment on 4 September 2017. Based on the evidence, I am not satisfied that the amount offered by the company sufficiently reflects the level of stress and inconvenience caused as a result of its service errors made whilst dealing with the sewage blockage at the customer's property. However, I accept the company's stated position that the customer has failed to substantiate the amount claimed as she has not provided any evidence of her losses incurred. It should be noted that even if invoices and receipts had been presented in support of the claim, I would also need to be satisfied that the costs incurred by the customer were both reasonable and directly caused by the company's service failures found above. Therefore, having carefully considered all of the evidence, I find that the company is liable to pay the customer an amount higher than that offered however not to the level claimed. Bearing in mind the multiple errors by the company, I find that a further amount of £250.00 in compensation shall be paid to the customer in addition to the amount offered by the company of £230.00.

13. The customer requests that the company waive her water charges from 2017 to next year. I do not find that this remedy is appropriate or has been justified in the circumstances as I accept the company's stated position that such a request does not relate to the subject of the dispute. Therefore, this aspect of the claim cannot succeed and the company is not required to cancel the customer's bills as sought. For the sake of clarification, in light of my above finding, I do not find that requesting the customer to pay her bills or invoking collection activity during the dispute period, is evidence of the company failing to provide its services to a reasonably expected standard.

Outcome

The company shall pay the customer total compensation of £480.00 and provide a written apology (please see paragraph 11 for details).

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What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 28 March 2018 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), MCI Arb
Adjudicator

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