

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1421

Date of Decision: 18 September 2019

Complaint

The customer has a dispute with the company regarding the length of time it took to locate and rectify the source of a problem causing low water pressure to her property. She also claims that she has received a very low level of customer service following her complaint, and had the company been more sensitive to her problem the issue may have been solved more quickly. Consequently, she requests the company to pay compensation in the amount of £2,500.00 for distress and inconvenience.

Defence

The company believes that it has dealt reasonably with the customer's complaint, and took all reasonable steps to alleviate the problem expeditiously. The company offered a good will gesture in the combined amount of £1,052.26 which was declined by the customer. The company has not made any offer of settlement to the customer, and believes it has acted in a fair and reasonable manner, and thus declines to pay the compensation requested by the customer.

Findings

The customer claims to have suffered stress and inconvenience due to low water pressure from the date she occupied her property in Q4 of 2016, however she never informed the company of the issue until 03 April 2018. The company took eighty days to rectify the problem from the time it was notified, and I find this to be not unreasonable. I find the company cannot be held responsible for any consequences suffered by the customer due to a problem it was not aware of. I find the company has managed the customer's account and complaint with a reasonable level of skill and care. Thus, 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 19 October 2019 to accept or reject this decision.

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ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /1421

Date of Decision: 18 September 2019

Party Details

Customer: []

Company: [].

Case Outline

The customer's complaint is that:

- The customer claims she has experienced an ongoing dispute with the company regarding water pressure at her property, its delay in identifying the problem, and subsequent poor customer service after she complained. The company has offered several gestures of good will to the combined value of £1,052.26 but declines to pay compensation as requested by the customer. Despite the customer's ongoing communications with the company and the involvement of CCWater, the dispute has not been settled.
- The customer states that she moved into her property in December 2016 and asserts that she experienced low water pressure from the outset. She states that she has been unable to use certain appliances at her dwelling due to insufficient water pressure, including a pressure washer and her washing machine. Additionally, she asserts that various taps in the house exhibited low pressure and occasionally no pressure whatsoever.
- The customer further states that in conversations with her neighbours she was advised that they suffered with the same low water pressure issues for a number of years and when they raised their complaints to the company they were advised that the issue was that the water supply pipe was shared by three properties.
- The customer asserts that in March 2018 the problem became worse and on 29 March 2018 she contacted the company who sent an engineer to attend upon the property. The customer

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asserts that the engineer informed her that the pressure at the company's mains supply was in accordance with minimum requirements and that the problem must be in the private supply pipe.

- The customer further claims that from March 2018 the low-pressure problem became progressively worse and by June 2018 the amount of water entering her property was practically negligible. The customer asserts that she contacted the company on several occasions during this period but received a poor level of customer service and was always informed the problem existed on the customer's shared private supply pipe.
- The customer notes in her WATRS application form that the company returned to her property on 21 June 2018 and located a buried unknown outside stop valve [ESV], and following replacement of the valve the water pressure in the dwelling increased.
- The customer states that following approaches by a concerned neighbour, the local fire service contacted the company directly to register concern about water pressure but was assured by the company that this was not an issue at the mains supply. The customer asserts that this situation regarding possible consequences of a fire at her home increased her anxiety over the water supply problem.
- The customer asserts that she believes the company was indifferent to the practical problems she was experiencing and she felt insulted by the company's original offer of £50.00 as a gesture of goodwill. Following further discussions between the parties the company, in its e-mail to the customer dated 17 August 2018, offered to increase its total compensation to £552.26 by reimbursing the customer's water charges for the period October 2016 to 31 March 2019 in the sum of £502.26.
- The customer states she was unhappy with her dealings with and the response of the company and on or around 20 March 2019 she escalated her dispute to CCWater who took up her case with the company. The customer acknowledges that, following representations to the company by CCWater, on or around 05 April 2019 the company offered an additional amount of £500.00, taking the total sum offered to £1,052.26. The customer, on 14 April 2019, confirmed to CCWater that she did not accept the offer because of a variety of reasons including the length of time taken to fix the problem, poor customer service, and the amount of stress experienced.
- The customer records that, despite the intervention of CCWater, the dispute is ongoing and the company has not revised its standpoint and CCWater are unable to facilitate a resolution between the parties.

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- The customer remains dissatisfied with the response of the company and consequently, on 09 August 2019, has referred the matter to the WATRS Scheme whereby she seeks to have the company pay compensation in the sum of £2,500.00 for stress and inconvenience.

The company's response is that:

- The company submitted its Defence to the claim in a paper dated 28 August 2019. In its Defence document the company confirms that its records show a representative of the customer contacted it on 28 March 2018 to report an issue with water supply at the customer's property. The company further asserts that on 03 April 2018 the customer contacted it directly to complain of low water pressure.
- The company states that one of its technicians attended the customer's property on 06 April 2018 and identified that the customer's property was on a shared supply pipe, and following further complaints from the customer on 22 May 2018 it sent another engineer to the property on 24 May 2018. The company states that it was decided to replace the communication pipes to the customer's property and those of her two neighbours, and this work was completed on 30 May 2018.
- The company records that on 04 June 2018 it was contacted further by the customer's representative who advised that despite the works on 30 May 2018 the problem of low pressure persisted. The company states that further regular communication between the parties continued during the period 12 to 20 June 2018 and that on 21 June 2018 it had a technical team attend upon the site of the property.
- The company asserts that during the engineering team's investigations on 21 June 2018 it discovered an unknown buried ESV with a pressure regulating valve. The company asserts that this particular ESV was not showing on its water mains records and as such it was not aware of its existence. The company notes that it replaced the ESV and restored pressure to the customer's property, and that on the following day; 22 June 2018 contacted the customer and offered the amount of £50.00 as a goodwill gesture.
- The company acknowledges that it received an e-mail from the customer on 01 August 2018 in which she detailed the narrative of the problem and the stress and inconvenience it had caused her. The customer also declined the £50.00 gesture of goodwill and advised that she was seeking the sum of £7,000.00 as a more applicable amount.

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- Additionally, the company notes that it subsequently offered the customer to reimburse all her water charges from the time she first moved into her property in October 2016 up to 31 March 2019 – the end date of the applicable billing period. This was intended to be a goodwill gesture for the customer having poor water pressure since she first occupied the dwelling.
- The company further records that after the involvement of CCWater it offered the customer an additional goodwill gesture of £500.00, making a total good-will offer of £1,052.26. The company confirms that the customer has declined the offer and that through the WATRS Scheme is claiming the amount of £2,500.00.
- The company believes it has acted reasonably and taken all possible measures to assist the customer. It notes that it was first made aware of the low-pressure issue by the customer on 03 April 2018 and resolved the problem on 21 June 2018. It further notes that it has offered a gesture of goodwill in the sum of £1,052.26 which it believes is fair and reasonable and thus it declines to pay the amount of £2,500.00 in compensation as requested.

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

- The customer submitted comments to the company's Defence document on 29 August 2018. The customer reiterates her position and her understanding of the sequence of events. She further asserts that the company has been selective in the information contained in its Defence document, and particularly notes the omission of any reference to the involvement of the fire service. The customer questions why it took the company in excess of ten weeks to identify the location of the problem and believes that the company showed little empathy with her complaint. She further asserts that she received a poor level of customer service and that the company representatives she spoke with were often rude and insensitive. The customer states that should she not be awarded the £2,500.00 as claimed then she will proceed to take further legal advice and progress the dispute to a court of law.

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.

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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.

How was this decision reached?

1. The dispute relates to the customer's dissatisfaction over the length of time the company took to locate and remedy the source behind her having low water pressure in her home. The customer is also unhappy at the customer service she has received after she complained about the low pressure and the lack of empathy exhibited by the company.
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. From the documents submitted to me, I am satisfied that the customer opened her account with the company on the fourth quarter of 2016. I note the customer claims the date to be sometime in December 2016 while the company states she moved into the property on 27 October 2016.
4. The customer claims that she experienced low water pressure in her premises from the outset of her occupation, but I am not provided with any evidence to support this belief and I note it was not until 03 April 2018, some fifteen months later even if we assume the December 2016 date of taking up residence, that the customer herself brought the matter to the attention of the company.
5. The company has stated that it was contacted on 28 March 2018 by a representative of the customer, but I have no submittal in front of me to verify that the person was a bona fide officially sanctioned representative of the customer. The customer herself contacted the company on 03 April 2018 to complain of low water pressure. I am thus satisfied on balance that the matter was not brought to the attention of the company until this date.

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6. Again, from the documents provided, I am satisfied, on balance, that the parties agree that the low water pressure problem was rectified by the actions of the company on 22 June 2018. The customer in an undated letter to the company states that the supply problem had been resolved.
7. Having established the start and end dates of the period of time from when the company first became aware of the issue to the date it was rectified, I calculate that eighty days elapsed.
8. The customer in her Comments on the company Defence has posed the question of why it took the company engineer's such a time period to locate the problem, and implies that the time taken was not satisfactory. I note from the timeline of events that the company responded within three days of the 03 April 2018 notification and sent an engineer to investigate. The engineer identified that the pressure at the company ESV was satisfactory and that the customer was party to a shared supply pipe. I find it reasonable that at that time the company believed the problem was located on the shared supply pipe and was therefore legally not its responsibility.
9. Similarly, the customer contacted the company on 22 May 2018 to complain again about low pressure and the company responded in a reasonable time by dispatching an engineer to the customer's property on 24 May 2018. The company took the decision to replace the communication pipes to both the customer and her two adjacent neighbours, and completed the work on 30 May 2108. Again, I find that the company acted reasonably in both the management of the customer's account and in attempting to deal with her water pressure issue.
10. I note that between 12 and 17 June 2018 there was regular contact between the parties, and that on 21 June 2018 the company again sent an engineering team to the customer's property. It was at this site inspection that the company located an unknown and unexpected ESV that was not recorded on any of the company records. The next day on 22 June 2018, the company replaced the ESV and water pressure was restored to the customer's dwelling.
11. I am satisfied that on a balance of probability, the company reacted with a reasonable level of skill and care in dealing with the customer's low pressure problem. The company is aware that low pressure may result from a variety of different issues and as such has to work its way methodically through each potential scenario. I note that the company replaced the communication pipes between its mains pipe and the customer's supply pipe to ensure the problem did not reside in those particular pipes. Overall, I find no duty of care failure by the company to manage the customer's account with a reasonable level of skill and care.
12. The customer in her application to WATRS has requested the sum of £2,500.00 as compensation for distress and inconvenience. I note that in her Comments to the company Defence submission she has stated that should she not be awarded this amount she will take

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further legal advice and progress her dispute to the courts. I have sympathy for the circumstances the customer found herself in, but comments of this nature do not aid me in arriving at my decision on her claim.

13. The company offered the customer, as a gesture of goodwill, to refund all her water charges from 27 October 2016 to 31 March 2019 in the amount of £502.26, even though it only became aware of the issue on 03 April 2018. Additionally, it offered a further good will payment in the amount of £550.00, making a total amount of £1,052.26, and I note that all offers were declined by the customer. I find on balance the total value of the goodwill gesture by the company to be reasonable, but I make the distinction between compensation, as claimed by the customer, and a gesture of good will as made by the company. As I have found no duty of care failure by the company in managing either the customer's account or her low pressure problem, it follows that I do not find compensation to be appropriate. Additionally, I note that gestures of good will are within the gift of the company and I shall not direct that it returns with any subsequent offer.
14. As I have noted earlier in this decision, the customer did not contact the company for some fifteen months after taking up occupancy of her property, and I find it reasonable to believe that had she contacted the company earlier any purported stress and inconvenience may have been avoided. As has been established, and agreed by the parties, the company did not become aware of the low pressure issue until 03 April 2019 and as such any consequences suffered by the customer prior to this date are not germane to this claim.
15. Whilst I am sympathetic to the consequential issues suffered by the customer I am content from evidentiary documents supplied that the company has reasonably and adequately responded to the customer in locating and rectifying the source of the water pressure issue, and thus I find that any stress or inconvenience suffered by the customer during the eighty-day period was not the result of any act or omission on behalf of the company.
16. In summary, I have found no failure by the company to provide its services to the standard to be reasonably expected. I find the company has dealt reasonably with the customer's claims, and I have found that the customer has not provided sufficient evidence to justify the claim.
17. 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.

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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 **16 October 2019** 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.



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

Adjudicator

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