

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/1785

Date of Decision: 24 July 2020

Complaint

The customer's claim is the company has failed to install a new water connection to his property development promptly which resulted in additional costs being incurred such as scaffolding being left on site for longer than was needed and bricks becoming discoloured and unable to be used. The customer is seeking the company to refund his connection and zonal costs of £3,900.00; pay £1,200.00 for the additional scaffold hire; pay £504.60 for the new bricks and £1,545.00 for the loss of earnings to the customer's subcontractors.

Response

The company acknowledges that there were delays in between the customer's application being received and the date the new connection was made and has refunded the customer the connection charge of £2,144.00. Concerning the loss of earnings to the customer's subcontractor, the company has made a payment of £1,000.00 and a further payment of £220.00 for the additional scaffolding hire, both of which were accepted by the customer, so no further sums are due in this respect. However, the company rejects the customer's claim for the zonal charges, further additional costs of scaffolding hire and the purchase of new bricks. The company has not made any further offers of settlement.

Findings

I am satisfied the company did fail to provide its services to the customer to the standard to be reasonably expected, with regard to connecting the customer's site to the company's mains water supply promptly.

Outcome

The company shall pay the customer £720.00.

The customer must reply by 24 August 2020 to accept or reject this decision.

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

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ADJUDICATOR'S DECISION

Adjudication Reference: WAT/1785

Date of Decision: 24 July 2020

Party Details

Customer: (Removed)

Company: (Removed)

Case Outline

The customer's complaint is that:

- The company has failed to install a new water connection to his development site promptly which resulted in additional costs being incurred such as scaffolding being left on site for longer than was needed and bricks becoming discoloured and unable to be used.
- The customer is seeking the company to refund his connection and zonal costs of £3,900.00; pay £1,200.00 for the additional scaffold hire; pay £504.60 for the new bricks and £1,545.00 for the loss of earnings to the customer's subcontractor.

The company's response is that:

- It acknowledges that there were delays in between the customer's application being received and the date the new connections were made.
- Furthermore, there were also some customer service failings on its part during this period and has refunded the customer the sum of £2,144.00 towards the costs of the new water connections to the customer's development site. Accordingly, no further sums are due in this respect.
- However, the majority of the delay was due to circumstances outside its control and the delay attributable to the company is only between 9 and 24 September 2019.
- The company made an offer to cover the cost up to £1,000.00 concerning the loss of earnings to the customer's subcontractors, which has been accepted by the customer and payment made, so no further sums are due in this respect.
- The company has also made an offer of £220.00 for the additional scaffolding hire between 9 and 24 September 2019 which has been accepted by the customer and payment made, so no further sums are due in this respect.

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- However, the company rejects the customer's claim for the zonal charges, further additional costs of scaffolding hire and the purchase of new bricks.

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. The dispute centres on whether the company failed in its duty to connect the customer's development site to the company mains water supply promptly. The company is required to meet the standards set out in the Water Industry Act 1991 and the effect of this is to place an obligation on a water and sewerage company to connect a customer's premises to the company mains water to provide a supply of water for domestic purposes.
2. From the evidence put forward by the customer and the company, I understand on the 21 February 2019 the company received an application from the customer for two new water connections. The company responded on 1 March 2019 with an Invitation to Pay ("ITP") for £3,938.00. The ITP is made up of connection charges (£2,079.00) and zonal charges for both water (£917.00) and sewage (£942.00). On 11 March 2019, the customer paid £3,938.00 in accordance with the ITP. On 29 March 2019, the company attended the customer's site to carry out a Water Regulations Inspection ("WRI"), however, the WRI failed due to errors with the

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customer's pipework. Based on the available information, I understand the customer was advised by the company as to what works would be needed to be undertaken so that the WRI could be passed. The evidence shows that as no connection had been made before the 31 March 2019, the connection charge had increased in line with the company's charge scheme. As such the company issued a further ITP for £4,003.00. In this instance, the ITP comprises of an increased connection charge (£2,144.00) and the same as the previous zonal charges for both water (£917.00) and sewage (£942.00). The evidence shows, however, that the customer did not pay the additional charges on top of the original ITP charges.

3. On 29 May 2019, the company's inspector undertook a further WRI in which the customer's underground works passed, however, the customer was advised that his pipework would not meet future WRI's and to contact the company once any future required works had been completed. I understand from the evidence that the company's inspector failed at this time to advise the company's Developer Services team that the WRI with regards to the underground works had passed. This seems to have only picked up by the company on 22 August 2019, some two and half months later, at which point the job was passed to the company's Scheduling Team for planning. It appears that the connection was further delayed between 30 August 2019 and 9 September 2019 due to delays in obtaining a permit and bus stop suspension from the Highways Department. The evidence shows that the company attended the customer's site on 9 September but was unable to make the connection due to being unable to locate the company's mains water assets. The main water was located on 18 September 2019 and the connection was planned to take place on 24 September 2019. However, the connection was delayed once again between 24 September 2019 and 29 October 2019 due to delays in obtaining a new permit and bus stop suspension from the Highways Department. I understand the customer's connection was completed on 29 October 2019.
4. Once the connection had been completed various discussions took place between the parties regarding the delay in the connection. As a result of this, the company offered to reimburse the connection charges component of the ITP paid by the customer. The customer agreed to the company's offer and was reimbursed on 20 December 2019 the sum £2,144.00 in accordance with the revised ITP issued on 1 March 2019. The company had advised that the zonal charges within the issued ITP's are separate and will be payable in any event, whether or not the connection charge itself was refunded. On 14 January 2020, the company agreed to cover the cost of £1,000.00 concerning the loss of earnings to the customer's subcontractor on the basis that the delay attributable to the company was between 9 and 24 September 2019. The

company also paid the customer £220.00 concerning the additional scaffolding cost for the period between 9 and 24 September 2019.

5. Concerning whether the company failed in its duty to connect the customer's development site to the company mains water supply promptly. Within its defence, the company admits failings in this regard and states that the customer has been adequately compensated as the company has reimbursed the customer the updated connection charge whilst still making the connection as requested. The company states that the only delay attributable to it is between 9 and 24 September 2019 as all the other delays were due to circumstances beyond its control such as the delay with the Highways Department. However, after careful review of the evidence, I am not satisfied that the company's position regarding the delay is correct, as there appears to be a delay from 29 May 2019 through to 22 August 2019. This delay was due to the company's inspector not notifying the company's Developer Services team that he had revisited the site and therefore the connection did not progress. No other evidence put forward by either party explains any other reason as to why the connection process was delayed during this period. I find that had the inspector advised the company's Developer Services team when required, the later delay imposed by the Highways Department due to work clashes with other works in the area may have been avoided. In light of the above, I find there are grounds to conclude the company has failed to provide its services to the customer to the standard to be reasonably expected by the average person with regard to connecting the customer's site to the company mains water supply promptly. Due to the delay in the connection the company has offered to reimburse the connection charges component of the ITP paid by the customer. The evidence shows that the customer agreed to the company's offer and was reimbursed on 20 December 2019 the sum £2,144.00 in accordance with the revised ITP issued on 1 March 2019. In my view, I am satisfied that the sum £2,144.00 adequately compensates the customer for the delay in connection by the company.
6. I note that the customer wishes the company to refund the zonal charges on top of the previously refunded connection charge. However, I find that the zonal charges are a separate charge to the connection charge and as set out in Section 146(2) of the Water Industry Act 1991. The evidence shows that the zonal charges are payable by anyone who wishes to build or develop a property, such as the customer and are payable upon request of a connection. Accordingly, I find that the company does not have to refund the customer the previously paid zonal charges for both water (£917.00) and sewage (£942.00) as both charges would have been payable in any event.

7. I note the customer's comments regarding the additional scaffolding costs incurred due to the delay. The invoice provided by the customer shows that he incurred additional scaffolding costs for 20 weeks. I note that the company has refunded the scaffolding costs for period 9 and 24 September 2019, a period of approximately 4 weeks. However, not for the period 29 May 2019 through to 22 August 2019, a period of approximately 12 weeks. As above, I have found the company did fail to provide its services to the customer to the standard to be reasonably expected by the average person with regard to connecting the customer's site to the company mains water supply promptly. The parties have agreed that the cost for the scaffolding is £50.00 per week plus VAT and therefore I find that the company shall pay the customer a further £720.00 inclusive of VAT to cover the additional scaffold hire for the period of delay between 29 May 2019 through to 22 August 2019.
8. Concerning the customer's claim regarding the loss of income from its subcontractors. I note that the customer's invoice period is for September and October 2019. Whilst, I have found the company did fail to provide its services to the customer to the standard to be reasonably expected the delay for October 2019 was due to the Highways Department and could have not been foreseen at an earlier date. Therefore, I find this aspect of the delay was outside the reasonable control of the company. Accordingly, I cannot find the company liable for any losses incurred during October 2019. The losses incurred in September 2019 have already been agreed between the parties and the sum of £1,000.00 paid, therefore, I am satisfied that no further sums are due for this aspect of the customer's claim.
9. Concerning the customer's comment regarding additional bricks being required due to discolouration. I note that the customer has provided a quotation for bricks in March 2019 and an invoice for the purchase of bricks dated November 2019. After careful review of the evidence, I find I am unable to determine that the bricks purchased before the delay became discoloured and then unable to be used. Furthermore, I find that any delay in purchasing building materials such as bricks has no relation to the need for a water connection as the brick would have to be ordered in any event. The WATRS scheme is evidence-based and I am satisfied the customer has neither supported his position with evidence nor explained why he is unable to do so. Accordingly, I accept the company's position and find that no sums are due in this regard.
10. In light of all of the available information, I find that the customer has proven the company failed to provide its services to the customer to the standard to be reasonably expected by the average person with regard to connecting the customer's site to the company mains water supply promptly.

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Outcome

The company shall pay the customer £720.00.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 22 August 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 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.



Mark Ledger (FCIArb)
Adjudicator