

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /0805

Date of Decision: 17 September 2018

Complaint

The customer states that the company damaged his front step when installing a water meter and has not adequately repaired the damaged. He seeks compensation of £2,500.00 to enable him to repair the step properly, and for his time spent on the matter and the stress he has experienced.

Defence

The company states that the step has been repaired twice and no further repairs are justified. It has already made a goodwill payment to the customer of £75.00 as well as compensation of £50.00 for a missed appointment. No offer of settlement has been made.

Findings

The customer has not established that the repairs to his step are inadequate, and the company has satisfactorily established that it has provided its services to the customer to the standard to be reasonably expected by the average person.

Outcome

The company does not need to take any further action.

The customer must reply by 15 October 2018 to accept or reject this decision.

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- On 6 July 2017, the company attended the customer's property and determined that no further work was needed.
- On 14 July 2017, the company attended the customer's property again, at his request, and the customer complained that he had been told that when the repair was complete it would be impossible to notice the chip, but he could still see it.
- The company determined that it had done all it could, and would undertake no further work.
- The customer remained dissatisfied, and in January 2018 the company agreed with the customer that a strip would be fitted to the front of the step.
- On 9 February 2018, the customer contacted the company again to complain that he was unhappy with the strip, as some of the screws had come out. The company attended the customer's property the same day, and determined that the strip was safe and no further work was needed.
- The company states that screws were not put in every hole in the strip in order to avoid weakening the edge of the step. However, in addition to the screws, the strip was glued to the step.
- The company notes that prior to this WATRS complaint, the customer had made no complaints that the strip on his step was a safety hazard, and thus the company has had no opportunity to address this.
- The customer remained unhappy, and in March 2017 the company made a goodwill payment to the customer of £75.00 for the damage that had occurred to his step and for any inconvenience experienced.
- The company notes that the customer states his request for compensation is to allow him to have independent repair work undertaken on the step, but the customer has not provided a quotation for this work.
- The company argues that the customer has provided no justification for his claim of £2,500.00.

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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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 company acknowledges that during the installation of a water meter the customer's front step was damaged, and has also accepted that it was under an obligation to repair the damage that it caused.
2. The dispute between the parties, then, centers only around whether the company has done an adequate job of repairing the customer's step and of responding to the customer's complaint.
3. The company has produced to the Consumer Council for Water ("CCWater") pictures of the customer's step before the damage occurred, pictures of the damaged step, and pictures of the repaired step prior to the installation of the strip. The customer has also produced pictures of the current state of the step, after installation of the strip.
4. On the basis of these pictures, I do not find that the company has inadequately performed its responsibility of repairing the damage to the customer's property. The pictures produced to CCWater show a front step in good condition that has been newly painted. In addition, they show that the customer's other two front steps were also newly painted to match the damaged step.
5. It is clear that the customer was unhappy with this repair, but I am not satisfied that he has produced any evidence from which I could conclude that the repair was inadequate.
6. Nonetheless, the company agreed to undertake further work, and the customer has not disputed the company's statement that he agreed to the installation of a strip on his front step. The customer has produced pictures of this strip, and while there is clear wear to the step and loss of

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paint, this exists behind the strip, rather than to the strip itself. There is, therefore, no basis on which I can find that the strip itself is not performing as promised by the company. To the extent that additional paint is needed on the customer's step, I do not find that this is the responsibility of the company. The company's obligation was to repair the damage it caused to the customer's property, not undertake ongoing aesthetic maintenance of the customer's step.

7. The customer has noted that screws are missing from the strip. However, the company has satisfactorily explained that these screws were left out deliberately in order to avoid weakening the step. The customer could, of course, have these screws inserted if he wishes, but the company cannot be ordered to undertake work that it reasonably believes would result in further damage to the customer's property, for which it might then be held responsible.
8. The customer also argues that the strip constitutes a safety hazard over which members of his family have tripped. However, the pictures of the strip do not show it extending above the step to such a degree that it is clearly a hazard, there is no evidence of the customer raising this complaint prior to his WATRS application, and the customer has presented no evidence of injuries that have resulted from such trips.
9. The customer also argues that although he was told the strip would be metal, it is actually plastic. However, the company has insisted that the strip is indeed metal. Ultimately the customer bears the burden of providing the evidence necessary to support his claim, and he has both declined the opportunity to comment on the company's defence and maintain his insistence that the strip is plastic, and has produced no other evidence that the strip is not metal. As a result, I find that he has not met this burden, and this element of his claim does not succeed.
10. Consequently, on the basis of the above, I find that the company has fulfilled its obligation to properly repair the customer's step. While I accept that the customer remains unhappy with the aesthetics of the repaired step, the photographs produced by the company of the original step do not support a holding that the step was in such high and distinctive aesthetic condition prior to being damaged by the company that the company is obligated to incur extra costs returning it to its original aesthetic appearance, rather than just repairing the damage it caused.
11. As noted, I do accept that the customer is unhappy with the appearance of his step, and that this unhappiness resulted from the damage caused by the company. I also accept that the original damage was caused by a failure of the company to provide its services to the standard to be

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reasonably expected by the average person. However, the company has already paid compensation to the customer of £75.00 in addition to the repair work it has undertaken, and I find that this payment is fair and appropriate recognition of the inconvenience caused to the customer by the company's actions.

12. The customer also complains of the time it has taken to resolve this matter with the company and of the stress it has caused him. However, the company has sufficiently demonstrated that it responded promptly and reasonably to the customer's contacts and requests, and has properly paid the customer compensation of £50.00 for an appointment that was missed.

13. In view of the above, then, I find that the company has provided its services to the customer to the standard to be reasonably expected by the average person, and the customer's claim does not succeed.

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 15 October 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.

Tony Cole

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Tony Cole, FCI Arb

Adjudicator

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