

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1821

Date of Decision: 20 February 2020

Complaint

The customer states that she experienced unreasonable delays in addressing her low water pressure, that she was treated less favourably than her neighbours, and that the company has unreasonably failed to test the quality of the water provided to her through her old water main. She requests unspecified compensation and that the water from the old water main be tested.

Defence

The company acknowledges that it failed to provide its services to the customer to the standard to be reasonably expected by the average person in several respects, but argues that the customer has already been appropriately compensated. It argues that the water from the old water main cannot now be reliably tested.

No additional offer of settlement has been made.

Findings

The customer has not been appropriately compensated for the consequences of the delay in addressing her low water pressure. The company failed to provide its services to the customer to the standard to be reasonably expected by the average person in its response to her initial report of low water quality.

Outcome

The company needs to take the following further action: It must pay the customer compensation of £300.00.

The customer must reply by 20 March 2020 to accept or reject this decision.

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ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /1821

Date of Decision: 21 February 2020

Party Details

Customer: []

Company: [].

Case Outline

The customer's complaint is that:

- It took 6 months and 14 phone calls for the company to provide appropriate water pressure.
- She was not provided the priority service to which she was entitled as a foster carer for adults with learning difficulties.
- She considers that other neighbours have been treated more favourably.
- The water she received prior to the work undertaken by the company may have been contaminated.
- She has had a longstanding problem with water pressure at the Property and has incurred costs trying to address the problem.
- She first contacted the company about the problem on 2 February 2019.
- A visit occurred on 14 February 2019. The company's employee acknowledged that her water pressure was too low and stated that he would arrange for it to be fixed.
- She called the company again on 8 July 2019 as there had been no follow-up contact from the company.
- The next day the company sent a text stating that a repair might take up to 10 weeks.
- The customer's neighbour contacted the company about his water pressure on 24 July 2019 and received a visit from the company within one or two days.
- On 28 July 2019 the company commenced work to transfer her neighbour's supply onto a newer water main across the road.
- In a phone call on 29 July 2019 she mentioned to the company that her water tasted unpleasant.

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- The same day she was informed by another agent of the company that there were no repairs scheduled for the Property.
- In a further phone call that day she was asked by the company to notify her neighbours that there would be work taking place that evening. She felt 'bullied and blackmailed' when asked to knock on the doors of neighbours to warn them that there would be noise that evening from work undertaken by the company.
- On 30 July 2019 the company replaced the Property's stopcock, but this did not resolve the problem.
- A repair was finally completed that day, resulting both in increased water pressure and better tasting water.
- On 31 July 2019 she again expressed to the company her concerns about the quality of the water she had received before the work was done.
- The company tested her water on 14 November 2019 and found no problems. She provided the company's employee with a sample she had taken before the company connected her to the newer water main, but the company later said that the sample had been lost.
- The company refused to test a further sample she had taken.
- She requests that the company pay compensation and test the quality of the water she was receiving prior to her connection to the newer water main.

The company's response is that:

- The customer first complained about low water pressure on 12 February 2019.
- The customer had not by this date complained about the quality of her water.
- A visit to the Property was undertaken on 14 February 2019. While low water pressure was observed in the kitchen, work had to be undertaken before a measurement could be undertaken at the outside stop valve.
- The customer did not make contact again until 7 July 2019.
- On 8 July 2019 the customer was notified that repair work might take up to 10 weeks.
- The customer made contact again on 28 July 2019 to report low water pressure. She also reported that this problem was causing difficulties for her son with special needs.
- By 1 August 2019 the customer had received a new ATPLAS box and outside stop valve.
- A test confirmed that water pressure was still poor, and it was determined that the appropriate resolution was to connect the Property to a newer water main on the other side of the road. This work was undertaken immediately.

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- On 14 November 2019, the customer's water quality was tested, and a sample provided by the customer from her old water supply was taken away. This latter sample was lost.
- The customer's old water main was not made of lead, although the communication pipe and the customer's private supply pipe may have been.
- Due to the hard water in the area the risk of high levels of lead in the water is low even if those pipes were made of lead.
- It is not possible to reliably test water for lead more than one month after the sample is taken.
- All properties in the street have now been switched to a new water main, and it would nonetheless not be possible to confirm if the communication pipe supplying any other property was of the same age and material as that serving the Property.
- The customer has already received compensation payments totalling £570.00.

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

- Due to her role as a foster carer, her experience with the company has caused her substantial distress.
- She considers that her neighbours received better treatment.
- She considers that the company's website misled her and continues to be misleading.
- She remains concerned about the quality of the water from the old water main.
- She believes that some properties remain connected to the old water main and requests that water quality tests be taken from those properties.
- She did not inform the company that she had a son with special needs, but that she was a carer for an adult with special needs.

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

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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. While the customer has presented a very detailed account of her experience, her claim ultimately has two focuses. Firstly, the extended delay between when she first reported to the company that she was experiencing low water pressure and when the problem was resolved. Secondly, her ongoing concerns about the quality of her water prior to her supply being moved to the new water main.
2. The company has acknowledged that the delay in responding to the customer's initial report of low water pressure warrants an award of compensation and as part of the compensation already paid to the customer has paid £150.00 for both the delay itself and for the stress and inconvenience that the customer experienced.
3. However, acknowledging that once the customer again highlighted to the customer that the work had still not been undertaken, it was completed rapidly, I find in consultation with the WATRS Guide to Compensation for Inconvenience and Distress that the extent of the delay experienced by the customer justifies an award of an additional £200.00 beyond the amount already paid to the customer. The customer has satisfactorily established that the delay caused her significant inconvenience and distress, including through the loss of a long-term fostering relationship.
4. Consequently, the company must pay the customer compensation of £200.00 for failing to provide its services to the customer to the standard to be reasonably expected by the average person with respect to the delay in addressing the low water pressure at the Property.
5. The customer has also emphasised that she experienced low water pressure for many years prior to her first complaint to the company, and has argued that she was deterred from complaining because of what she regards as misleading information on the company's website. However, I do not find that the statement referenced by the customer is inherently misleading,

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although I accept that it was incorrect in the context of the customer's own unusual situation. Ultimately the company can only be found to have failed to provide its services to the appropriate level where it has been made aware of a problem and has failed to address it, and so compensation cannot be awarded for periods prior to the customer's first complaint to the company.

6. Consequently, I do not find that the company failed to provide its services to the customer to the standard to be reasonably expected by the average person prior to the customer's first complaint to the company about low water pressure.
7. The customer also expresses a belief that she has suffered discrimination from the company because other neighbours received preferential treatment. However, while I accept that the evidence appears to show that the customer did receive different treatment to that received by her neighbours, I find that the evidence provided does not support a finding that this difference resulted from deliberate actions taken by the company, as opposed to genuine errors by the company in its provision of its services to the customer.
8. Consequently, this element of the customer's claim does not succeed.
9. The customer also objects to the company's failure to test the quality of the water she was receiving from the old water main.
10. I accept the customer's statement that she raised her concerns with an agent of the company prior to her supply being changed to the new water main. However, the customer's own account of that incident reflects that she merely raised her concern and accepted a statement by the company's agent that he was not the appropriate individual to receive such a complaint. No evidence has been provided that the customer pressed her complaint to this individual or raised it with the company again until after her water supply had been transferred to the new water main.
11. Nonetheless, I also find that given the potential consequences of low water quality, the average person would have reasonably expected the company's agent to have specifically directed the customer to the proper contact within the department for addressing concerns about water quality, rather than merely emphasising that water quality was not his area. I find that this constituted a further failure by the company to provide its services to the customer to the

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standard to be reasonably expected by the average person and that additional compensation of £100.00 would be appropriate given the potential consequences of low water quality.

12. Consequently the company must pay the customer compensation of £100.00 specifically for failing to respond appropriately to her complaint of low water quality when it was first raised.
13. The customer has also objected to the company's refusal to test a sample of water that she had secured while the Property was supplied from the old water main. However, I find that the company has satisfactorily established that the impossibility of being certain that the water had been taken correctly and stored correctly, combined with the uncertainties resulting from the passage of time, justified a conclusion by the company that testing the customer's remaining sample would not produce a sufficiently reliable result.
14. The customer has also expressed her belief that some properties remain connected to the old water main and so their water could be tested. However, the company has stated that no properties remain connected to the old water main and no evidence has been provided from which I could reasonably conclude that this statement is not true.
15. The company has also confirmed that it received no other complaints regarding the quality of the water supplied by the old water main, which would have put it on notice that there was a problem that needed to be investigated prior to the removal of the old water main from service.
16. Consequently, I do not find that additional compensation is appropriate for this element of the customer's claim beyond the compensation that she has already received.
17. I find that the remaining elements of the customer's complaint have been satisfactorily addressed by the company through the payment of £570.00 in compensation that she has already received.
18. For the reasons given above, the company must pay the customer additional compensation of £300.00.

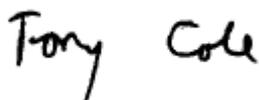
Outcome

The company needs to take the following further action: It must pay the customer compensation of £300.00.

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What happens next?

- This adjudication decision is final and cannot be appealed or amended.
 - The customer must reply by 20 March 2020 to accept or reject this decision.
 - If you choose to accept this decision, the company will have to do what I have directed within 20 working days of the date on which WATRS notifies the company that you have accepted my decision. If the company does not do what I have directed within this time limit, you should let WATRS know.
 - If you choose to reject this decision, WATRS will close the case and the company will not have to do what I have directed.
 - If you do not tell WATRS that you accept or reject the decision, this will be taken to be a rejection of the decision. WATRS will therefore close the case and the company will not have to do what I have directed.
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Tony Cole, FCI Arb

Adjudicator

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