

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1826

Date of Decision: 26 February 2020

Complaint

The customers submit the company provided poor service following a leak on its asset and refused to pay the full cost of the damage caused. They claim an apology for the company suggesting they are 'liars'; £1608.00 to replace their damaged flooring and; £500.00 for stress and inconvenience.

Defence

The company accepts a shortfall in service but denies there was a leak on its asset. It has offered the customers £200.00 for poor service and £600.00 towards the costs of replacing the flooring as a goodwill gesture. It considers its offer is reasonable and it denies liability.

Findings

I accept on a balance of probabilities that there was a leak on the company's asset that caused damage to the customers' flooring. The company also provided a poor level of service. I therefore find the company failed to provide its services to the standard to be reasonably expected.

Outcome

The company should provide the customers with a written apology for questioning their account of events; pay the customers £1608.00 to cover the cost of replacing their flooring and; pay the customers compensation in the sum of £500.00 for stress and inconvenience.

The customers must reply by 25 March 2020 to accept or reject this decision.

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Date of Decision: 26 February 2020

Party Details

Customers: []

Company: []

Case Outline

The customers' complaint is that:

- They suspected a leak at their property. The company initially said the leak was on their side. However, after hiring their own contractor to investigate they found the leak was on the company's side.
- The company initially accepted responsibility for the leak. However, when they asked the company to cover the cost of their damaged flooring it denied responsibility for the leak and claimed it was on their private pipework. They dispute this.
- The company has sent them cheques for £600.00 towards the cost of new flooring and £200.00 for poor service, as a gesture of goodwill. However, they have not cashed the cheques.
- They believe the leak was on the company's side and the leaked water travelled towards the back of their property causing water damage to their conservatory floor. They are unhappy the company is suggesting they have lied about the location of the leak.
- They claim for an apology for suggesting they lied; £1608.00 to replace the damaged flooring and £500.00 for stress and inconvenience.
- In comments on the company's defence the customers repeat their claim, dispute the defence and explain they were unable to claim on their insurance.

The company's response is that:

- It warned the customers they may have a leak in their property.

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- Its technician visited and said that despite the customers' contractor replacing private pipework there still appeared to be a leak under the footpath. The company confirmed it was responsible for this leak.
- The company arranged for works to fix the leak and re-site the water meter. In doing so its technicians found no evidence of a leak on its side. It then informed the customers the leak must have been on their side and had been fixed by their contractor.
- When the customers claimed for damaged flooring it suggested they make an insurance claim however the customers refused to do so, citing the increase in premiums. It also offered to cover any increase.
- It sent an officer to visit the property to review the damage. Although there was no evidence a leak from its asset caused the damage it offered £600.00 towards this, as a gesture of goodwill.
- It accepts there have been delays in resolving the issue and that the customers were provided with incorrect information. It therefore offered £200.00 for poor service, which it considers reasonable.
- It denies the claim but, if it is found liable, this should not exceed the gesture previously offered. It notes it has cancelled the cheques previously issued.

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. Please note that 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.

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How was this decision reached?

1. It is not in dispute that there was a leak at the customers' property and that their flooring has been damaged.
2. It is in dispute as to whether there was a leak on the company's asset and whether that was the cause of the damage.
3. I have considered the customers' account of events and the documentary evidence provided by the customers and the company. The customers' have provided their account of events as they recall. The company has not provided any contemporaneous notes as made by its engineers when carrying out any work. Rather, in communications to the customers it has relayed its own account of events, having spoken to relevant staff.
4. I consider it reasonable to attach more weight to any account made closer to the time of the events. In my opinion, I also consider it reasonable to attach more weight to accounts that are consistent and less to those that are inconsistent.
5. I remind the parties that the customers do not have to prove the company is liable beyond all reasonable doubt; they only have to prove their claim on a balance of probabilities.
6. The customers say their own contractor identified the leak was on the company's side and they could see water coming out from the footpath. They reported this to the company on 6 July. On the same day the company's technician visited. The accounts of both the customers and the company are that he said there was a leak on the company's side.
7. On 22 July, the company visited the customers' property to repair the leak and re-site their water meter.
8. On 25 July, the company wrote to the customers stating:
"as the leak was found to be [the company's] responsibility, we would look to cover all reasonable charges of the initial investigation".

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9. In September, the customers sent the company meter readings for it to calculate the leakage allowance, a copy of their contractor's invoice and, an estimate to replace the damaged flooring at a cost of £1340.00 plus VAT.
10. In October the company visited the customers' property to review the damaged flooring. It followed this up with a letter on 21 October suggesting they pursue any claim through their insurers. The letter states:

"[the company] is unable to evidence our water entered your home, however we acknowledge that this is a possibility..."

"I appreciate that the wooden floor that's been damaged will need to be renewed as opposed to being spot repaired..."

"I can confirm that [the company] is happy to contribute to assist you with the repairs as a gesture of goodwill, without accepting liability..."
11. On 23 October, the company wrote to the customers again, acknowledging a leak from its pipework occurred, that this took longer to repair than anticipated but, it cannot say the leak damaged the customers' flooring, given the distance between the leak and the damage. However, it offered £600.00 as a gesture of goodwill. It also offered £200.00 for poor service.
12. The customers' complained to CCWater. In response to this complaint, on 14 November, the company stated its contractors had found no leak when they attended on 22 July and they did not repair any leak. It acknowledged the previous offers made for the damage and poor service; however it could not offer further payment. I note the company then maintained this position.
13. From 6 July to 23 October both the customers and the company accepted there was a leak on the company's pipework. The company also accepted this may have damaged the customers' flooring. While I acknowledge the company provided a differing account from 14 November onwards, I note this was provided many months after the company's works on 22 July and, that this is not supported by any evidence or records produced at the relevant time.
14. Having carefully considered and weighed up the evidence provided, I am satisfied on a balance of probabilities that there was a leak on the company's side that caused damage to the customers' flooring.

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15. I am also satisfied the customers' have suffered stress and inconvenience due to the leak, the delay in fixing this, the company's inconsistent account of events and, in having to pursue a complaint to WATRS.
16. Consequently, I find the company failed to provide its services to the standard to be reasonably expected, causing the customers' loss.
17. I direct the company provide the customers with a written apology for questioning their account of events.
18. I direct the company pay the customers compensation in the sum of £1608.00 to cover the full cost of replacing their wooden flooring.
19. I also direct the company pay the customers compensation in the sum of £500.00 for the stress and inconvenience they have suffered (being the lower end of Tier 3 of the WATRS Guide to Compensation for Inconvenience and Distress). I consider this sum is fair and reasonable taking into account the damage caused by the leak, the poor service in rectifying the leak and, the significant amount of time the customers have spent seeking a resolution.

Outcome

The company should provide the customers with a written apology for questioning their account of events; pay the customers £1608.00 to cover the cost of replacing their flooring and; pay the customers compensation in the sum of £500.00 for stress and inconvenience.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customers must reply by 25 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.

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- 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.



Justine Mensa-Bonsu, LLB (Hons), PGDL (BVC)

Adjudicator

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