

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1838

Date of Decision: 21 February 2020

Complaint

The customer stated that she contacted the company on 26 August 2018 over not having water in her flat. The company sent a technician to check on the outside water supply and advised that the lack of water ought to be originated inside her property. The customer contacted the company on many occasions because she either had no water or a very slow flow of water, which she states made her daily routine very uncomfortable. The water flow issue was eventually resolved on the 14 May 2019 when a technician discovered that the correct customer's valve was nearly closed. The customer seeks an apology and adequate compensation.

Defence

The company acknowledged that they made a mistake in identifying the correct water valve from outside the customer's property, which led the technician to provide the wrong advice to the customer. Subsequently, the company discovered the correct valve and identified that it was nearly closed. The company opened the valve, solving the lack of water pressure at the customer's property, and rectified the valve's location in the customer file. The company acknowledged its shortcomings in their customer services and offered an apology and £480.00 in compensation.

Findings

The customer did not have water or a very weak flow of water during nine months due to the company's fault in identifying the correct water valve outside the customer's property and that it was almost closed. Based on the available information, I find that the company failed to reach the standards expected in terms of customer services as it left the customer with very little or no water for a period of nine months. Consequently, the customer has established that the company failed to meet the standards that are reasonably expected for the water industry.

Outcome

The company is required to write an apology and compensate the customer with £150.00 for each month without proper water supply i.e. £1,350.00 in total.

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

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ADJUDICATOR'S DECISION

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Party Details

Customer: [].

Company: [].

Case Outline

The customer's complaint is that:

- She first contacted the company on the 26 August 2018 to inform them that she did not have water coming into her flat. The company said that as there were no reported issues in the area it was her responsibility to fix the problem.
- She contacted the flat managing agents about the lack of water, who told her that the issue had to be resolved by the water company.
- RST Water sent a technician to the property who reported that the water pressure outside the property was correct.
- The water problem remained and she considers impacted very significantly on her daily life. The impact included not being able to wash properly, having to take time off work, and resulting in a dispute with a neighbour.
- After many calls and emails, the problem was finally resolved when an engineer identified the correct valve and opened it.
- The company sent a customer service representative who, after the problem was resolved, continued blaming the flat management agents but offered her £230.00 in compensation which she refused for being insufficient.
- The customer seeks adequate compensation for the lack of water pressure, a full apology acknowledging that the water company did not do their job properly and outlining the measures that they are going to put in place to prevent this problem from happening to someone in a similar situation.

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The company's response is that:

- The company acknowledged the discomfort of the customer during a long period of time due to the lack of water or water pressure.
- The company sent a technician to check the outside valve at the end of August 2018 but the technician checked the wrong valve because the company had entered the wrong location of the valve in its records.
- The company was contacted again on 19 of December 2018 through Facebook and agreed to send again another technician who checked that the customer had a flow rate of water under 4 liters per minute (below the legal minimum of 10 litres per minute). The technician identified an old bronze valve outside the property which seemed to be causing the problem.
- The valve was replaced on 29 January 2018 and it seemed that it had resolved the water problem.
- The customer contacted the company again on 27 April 2019 to reiterate that the water problem had persisted after an initial improvement.
- The company sent another technician on 14 May 2019 to carry out further assessments and discovered that the new valve was left-handed and it was left almost completely closed. The technician therefore opened the valve and the water pressure was restored to normal levels.

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.

If the evidence provided by the parties does not prove both of these issues, the company will not be directed to do anything.

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.

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How was this decision reached?

1. The customer appears to not have had running water, or have water with very low pressure, for the period from 26 of August 2018 to 14 of May 2019 (which is nearly nine months). The customer first contacted the company via Facebook messenger on 26 August 2018 and subsequently on various occasions via phone and email as her situation was very uncomfortable..
2. The company initially advised that as there were no reported issues in the area it seemed that the water supply problem ought to be within her property and thus it was her responsibility (via the flat's management agents) to fix it. She contacted the flat's managing agents about the lack of water, who told her that the issue had to be resolved by the water company.
3. RST Water subsequently agreed to send a technician to the property who reported that the water pressure outside the property was correct. It later transpired that the technician was checking the wrong valve from a nearby fire hydrant.
4. The water problem remained, and the customer kept complaining to the flat managers and the water company as she had very little or no water for nine months, which impacted significantly on her daily life. As noted above, she was unable to wash properly, resulting in a stressful period of inconvenience. She stated that this issue even fuelled a dispute with one of her neighbours over the need to hire a plumber to carry out an independent assessment.
5. The customer also spent a lot of time contacting the water company, her flat managing company, the council, and various plumbers. She hired a plumber that suspected the problem was in the old outside valve. She called again with the plumber to RST Water who then agreed to send another engineer and to change the old brass valve, which had been identified by the customer's plumber outside the property. A test carried out in her flat showed that her water pressure was less than 4 litres per minute, while the minimum ought to be over 10. I am mindful that the water company had the wrong details of the location of the valve and this was subsequently corrected in January 2019 when the correct valve was identified and replaced.

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6. However the water pressure did not change significantly. Although it appeared to have improved initially, it later started again with water shortages. The customer contacted again the company on 27 April 2019 to advise that she still had issues with the water pressure. A new engineer was sent by the company on 14 May 2019 and discovered that the new left-hand valve was nearly closed. Therefore he opened it and the water pressure was restored to normal levels.
7. After the water problem was resolved, a company's customer representative staff visited the customer. The company's agent was not fully aware of the customer's problem and the customer considers still blamed the managing agents for the water problems, but offered a £230.00 goodwill gesture which the customer refused for being insufficient.
8. After the submission of the claim to CCWater, the company acknowledged the shortcomings in identifying the valve and lack of information held by the customer services' agent. The company acknowledged and apologised for the discomfort caused to the customer and increased the previous offer from £230.00 to £480.00.
9. In view of the above, I find that there is sufficient evidence to show that the company has failed to provide its services to the standards to be reasonably expected by the customer. The company's initial response to the complaint appeared to shift responsibility to the property's owners. However, upon further inspection, the company had the wrong records about the location of the outside valve. Also, the company appeared somewhat slow in identifying the problem and sending a technician to fix it. In addition, the customer was in a very uncomfortable situation during nine months, which was heightened by the company's customer service representative who shifted the blame.
10. Given the serious disruption experienced by the customer who did not have proper running water for nearly nine months and the poor customer services received during this period, I find that the £480.00 offered in compensation is insufficient. Pursuant the WATRS Guide to Compensation for Inconvenience and Distress, I find that the customer should be compensated according to a "high level" within tier 3, which provides a compensation range between £500.00 and £1,500.00. Based on the available information, I consider that the customer should be compensated £150.00 per each for the nine months during which the customer did not have water or the supply was below the required standards. . I therefore direct the water company to compensate the customer with £1,350.00.

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11. In addition the customer has requested a written apology from the company acknowledging that the water company did not do their job properly and noting the measures that they are going to put in place to prevent this from happening to someone in a similar situation. I am mindful that the company has already acknowledged and apologised for their mistakes in the letter they sent to CCWater. In view of this, I direct the company to issue a written apology directly to the customer for delay and stress and inconvenience this matter has caused.
12. With regards to the apology in relation to the new measures to avoid future similar disputes, I find that the WATRS rules do not allow adjudicators to issue directions to a water company that goes beyond an individual dispute, thus I have no authority to order the company to take place specific measures for other cases.
13. In light of the above, I direct the company to issue an apology to the customer for the delay in fixing the valve and the stress and inconvenience caused. In addition, I direct the company to provide the customer with £1,350.00 in compensation.

Outcome

The company is required to make an apology to the customer and pay her £1,350.00 in compensation.

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 from 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.

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- 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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A handwritten signature in black ink, consisting of a large, stylized letter 'P' followed by a horizontal line extending to the right.

Pablo Cortés Licenciado LLM, PhD

Adjudicator

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