

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /2075

Date of Decision: 6 October 2020

Complaint

The customer had a leak at her property on 3 September 2018 and called the landlord to carry out the repair. It was determined that a poorly installed meter had caused the leak which resulted in damage to the property. The company accepted liability and referred the claim to its own Insurance Department during 2018. The customer was not satisfied with the standard of repair and has asked the company to correct the work (which she estimated to be at £4,250.00) and provide an apology. She also seeks the repair of a sofa suite (£3,500.00) and compensation (£2,000.00) for stress and inconvenience.

Defence

The company stated that since the repair was completed in October 2018 it is outside the 12 months warranty. However, it has offered to pay for the repair of the customer's skirting boards, to add door bars and to re-hang the doors. The company has advised the customer to obtain three quotes. The company stated that the Loss Adjuster found that there was no evidence that the new floors were of lesser quality and stated that there was no previous report of the damage to the sofa. Yet, it has offered £250.00 in compensation for the inconvenience of not having repaired the skirting boards in time.

Findings

The repair was substandard. The customer raised her concerns to the company within the 12 months period. The company and the insurance did not contact the customer to ensure that the work was carried out to a satisfactory standard. I direct the company to repair the skirting boards and the doors, to issue an apology to the customer, and to pay her £250.00 in compensation for the inconvenience caused.

Outcome

I direct the company to arrange and pay for the repair of the skirting boards, door bars and re-hanging the doors. In addition, I direct the company to issue an apology and to compensate the customer with £250.00.

The customer must reply by xx October 2020 to accept or reject this decision.

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Party Details

Customer: The Customer

Company: XWater

Case Outline

The customer's complaint is that:

- A water meter caused a leak that damaged her rented flat in 2018. The company agreed to fix it but the contractor carried out a substandard repair and damaged her three-seater sofa.
- The contractor installed a new floor of lower quality and did not fix the doors and the skirting boards.
- She did not know who to complain to as the contractor did not answer her calls.
- She has asked the company to correct the work (which she estimated to be at £4,250.00) and provide an apology. She also seeks the repair of a sofa suite (£3,500.00) and compensation (£2,000.00) for stress and inconvenience.

The company's response is that:

- The company stated that the customer's leak was fixed in September 2018 and the repairs were completed in October 2018.
- The company first heard about the customer's dissatisfaction in February 2020, which was outside the 12 months guarantee.
- The company however appointed a Loss Adjuster who supervised the customer's flat on 10 March 2020 who stated that the contractor should have fixed the skirting board, installed new door bars and rehung the doors.
- The company agreed to pay for the cost of the repair and asked the customer to provide three quotes.
- The company believe that £250.00 in compensation would be more appropriate to acknowledge the inconvenience caused by not fitting the skirting board correctly in the first instance.

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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.

How was this decision reached?

1. The customer had a meter fitted in her rented flat in June 2017. As the company could not fit it on the external stop tap, it was fitted inside the property in a hall cupboard. On 3rd September 2018 the customer informed the company that a leak had been found around the meter on 30 August 2018 and that it was repaired the same day by the landlord. The company arranged for a Loss Adjuster (LA) to investigate the leak. The company accepted liability and instructed the appropriate repairs, for which it was invoiced on 31 October 2018.
2. The company stated that the customer did not inform them about her dissatisfaction with the repairs until February 2020. I am mindful that the customer was expected to have raised this issue earlier on. I note however that the work was subcontracted and that the customer only had a telephone number of the original insurer which according to the customer - stopped answering her calls and ceased working for the company.
3. The company listed in its defence all the communications made with the customer from 2018 to 2020. During March and April of 2019 there were four telephone communications which were

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cut short because the connection was lost, or because the customer could not stay on the line. However, on 23 October 2019 the company recorded that the customer had called to let them know that she was refusing to pay the outstanding balance of her account because the meter had caused damaged to her flooring, which, according to the company, had already been settled by its claims department. Yet, the company did not enquire, nor did it record that the customer was not satisfied with the standard of the repair. In light of the subsequent report from the LA, which noted that the work was not completed, I find that there was a failure in the company's customer services by not recording the complaint raised by the customer about the substandard work.

4. Following a subsequent call made by the customer on 19 February 2020 the company agreed to send the LA on 10 March 2020. The company initially declined the customer's claim for further compensation stating that the claim was made 17 months after the work was completed and so outside the guarantee period. However, as noted above, I find that the company should have investigated the customer's complaint made in October 2019, which was within the 12 months period. In view of the above, the company must complete the repairs to a reasonable standard.
5. With regards to the new floor, the customer stated that it was of lesser quality as it is not made of original oak and has scuff marks. The customer has presented photographic evidence which show minor scuff marks but there is no evidence that these pictures were taken at the time when the floor was replaced. The LA who visited the property in March 2020 stated that he did not believe that the new floor was of lesser quality, but noted that the customer was not happy about the colour of the new floor. The customer however agreed in 2018 to have her floor replaced by a dark wood and there is no evidence to prove on a balance of probabilities that the scuff marks were there at the time the floor was replaced.
6. The LA stated that he was not presented with evidence to suggest that the scuff marks on the arm of the sofa were caused as a result of the work undertaken in 2018. The customer stated in the reply to the defence that the damage occurred at the back of the sofa. I find however that there is no record of this damage in the LA's report, and therefore I find that the company does not have to pay the customer the £3,000.00 she is claiming for the damaged sofa.
7. The report from the LA concluded that the contractor should have fixed the skirting boards, put new door bars and rehung the doors. The company has agreed to pay for these costs. The customer states that this was not offered to her until the defence was entered by the company. I

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noticed that the CCW stated that the company offered to repair the customer's skirting board, but there is no mention of the other issues which the company stated in the defence that were included.

8. The company required three quotes from the customer to repair the above issues. The customer has supplied an estimate of £350.00 for the skirting board, £400.00 for fitting the doors, £200.00 for the floor bars and £300.00 for decoration and change of wallpaper. I have not seen evidence of the need for redecoration and damage to the wall paper, so I find that this element of the claim is not recoverable. With regards to the other three issues, I find that these are recoverable from the company subject to the provision of the three quotes discussed. Accordingly, the estimates provided by the customer seem to be above the market value as the company had estimated that it would cost around £300.00. I direct the company to assign a new contractor to carry out the repairs.
9. In relation to the compensation for stress and inconvenience caused, the customer has claimed £2,000.00 in compensation, whilst the company stated that £250.00 would be more appropriate for the inconvenience of not having the skirting board and the doors fitted correctly in the first instance. I find that the compensation offered by the company in its defence is proportionate for the present circumstances given that, in the WATRS Guide, the rules do not support awarding large amounts for these types of losses. Accordingly, I direct the company to compensate the customer with £250.00.
10. Finally, the customer asked for the company to provide an apology for the poor service. I find this request to be reasonable in light of the incomplete repair in 2018 and the time it took to resolve the complaint, which had been brought to the attention of the company in October 2019. Therefore, I direct the company to issue an apology to the customer.

Outcome

I direct the company to arrange and pay for the repair of the skirting boards, door bars and rehanging the doors. In addition, I direct the company to issue an apology and to compensate the customer with £250.00.

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What happens next?

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



Pablo Cortés, Ldo, LL.M, PhD

Adjudicator

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