

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

**Adjudication Reference:** WAT-X300

**Date of Decision:** 09/06/2021

#### Party Details

**Customer:** The Customer

**Company:** X Company

#### Complaint

The customer complains that the company has not provided a suitable payment for its delay in repairing a leak. He wants the company to provide further compensation.

#### Response

The company says it completed the work in a timely manner and it has made a Guaranteed Service Standards (GSS) payment of £20.00 for a missed appointment. It denies any further payment is due.

#### Findings

The customer has proven that the company failed to provide its services to the standard to be reasonably expected. However, the company has already provided a suitable payment to remedy this.

#### Outcome

The company does not need to take any further action.

The customer must reply by 07/07/2021 to accept or reject this decision.

# ADJUDICATOR'S FINAL DECISION SUMMARY

**Adjudication Reference:** WAT-X300

**Date of Decision:** 09/06/2021

## Case Outline

### **The customer's complaint is that:**

He reported a leak on 1 September 2020. The company said it would repair the leak within 7 days but did not do so. When he chased this up the company gave another date for resolution, but again this was not met. Eventually the leak was fixed on 30 September and the area was made good on 5 October. The company has provided a payment of £20.00 but he seeks further compensation of an unspecified sum for the delay and the time he has spent chasing the company. The customer had no comments on the company's response.

### **The company's response is that:**

The customer reported a leak on 1 September and it attended to investigate on 2 September. The work was classed as non-urgent as it was not causing damage, affecting supply or posing a health and safety risk. The customer called the company on 11 September, unhappy that the leak had not been repaired within 7 days. It explained that while it aimed to repair leaks as quickly as possible it had to prioritise urgent leaks. His leak was non-urgent as it was not causing any damage to property or raising health and safety concerns. It has provided a record of calls and correspondence exchanged with the customer. The customer was unhappy with the delay and wanted compensation. It visited the site on 22 September but was unable to locate the leak. It then returned and completed the work on 30 September. As it could not complete the work on 22 September it gave a £20.00 missed appointment payment in line with its Guaranteed Service Standards.

## How is a WATRS decision reached?

In reaching my decision, I have considered two key issues. These are:

- Whether the company failed to provide its services to the customer to the standard to be reasonably expected by the average person.
- 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. 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. I have not seen any law or regulation requiring the company to repair a leak within a certain timeframe. However I would expect the company to carry out works within a reasonable timeframe taking into account the severity and impact of a leak.
2. The company has provided photographs which show a small leak affecting a field owned by the customer. It has also provided call notes in which the customer acknowledges the leak has not caused any damage, though the land affected was sunken with the water.
3. Given the location and nature of the leak I consider it was reasonable for the company to repair this within 30 days. I find no failing in regard to the time taken. However, on review of the call records, I accept on balance that the customer was led to believe the leak would be fixed within 7 days, causing him to chase the company. While the company then explained it may take longer, it gave a further date of 22 September, which again raised the customer's expectations. I therefore consider the company failed to manage the customer's expectations appropriately.
4. I acknowledge that the customer spent time chasing the company and was disappointed the leak was not fixed sooner. However, in the given context, I consider the company's GSS payment of £20.00 provided adequate remedy for this. I therefore find no further remedy is due.
5. I appreciate the customer considers the £20.00 payment to be too small. However, I have not found any unreasonable delay by the company in carrying out the repair. I am mindful the company explained to the customer why it may take longer to repair the leak when he first chased. And, there is no evidence the leak or any delay in repairing this negatively impacted the customer beyond the time and inconvenience he spent chasing the company.
6. I did not receive any comments on my preliminary decision, and my decision remains the same.

### Outcome

1. The customer has proven the company failed to provide its services to the standard

to be reasonably expected. However, the company has already provided a suitable payment to remedy this.

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 within 20 working days to accept or reject this final 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.

- 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.

---

**Justine Mensa-Bonsu**  
**Adjudicator**