

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X383

Date of Decision: 01/06/2021

Party Details

Customer: REDACTED

Company: REDACTED

Complaint

The customer says that the company turned off his water without notice. He requests an apology and compensation of £300.00.

Response

The company says that the customer is only entitled to a GSS payment of £20.00.

Findings

The company failed to provide its services to the customer to the standard to be reasonably expected by the average person by failing to act on its knowledge that the customer was on its Priority Services Register and that he had specifically previously highlighted to the company that water was necessary for his daughter's medical needs.

Outcome

The company needs to take the following further action: It must pay the customer compensation of £220.00.

The customer must reply by 29/06/2021 to accept or reject this decision.

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-4383

Date of Decision: 01/06/2021

Case Outline

The customer's complaint is that:

The customer's complaint is that: In May 2020, he lost water supply without notice. REDACTED. After he contacted the company, the water was restored and the company paid a goodwill gesture of £300.00 and sent flowers to his daughter. A second loss of water subsequently occurred because the company did not respond to an alarm for 5 days. The company paid additional compensation of £300.00. In December 2020, the company damaged his meter chamber. He contacted the company on 9 January 2021 and explained that his family was shielding but did not have COVID-19. On 4 February 2021, he again discovered that there was no water when he went to give his daughter her medication. He spoke to the company's workmen, who stated that because the family had COVID-19 they did not need to knock on the door and warn that the water was going to be switched off. He contacted the company, which apologised and paid compensation of £30.00, but he does not believe this amount is sufficient. He requests that the company apologise and pay compensation of £300.00. The customer's comments on the company's response are that: He emphasises that the company made no attempt to contact him to notify him that the Property's water would be turned off, despite having his contact details. REDACTED He was never offered the £20.00 payment that the company now acknowledges is owed.

The company's response is that:

The company's response is that: It confirms that the customer has been on the priority register since 18 July 2018. Occasionally the company will need to turn off a customer's water supply for planned work. On such occasions, the customer will be notified in advance. If a customer is not notified, they are entitled to a Guaranteed Standards of Service (GSS) payment of £20.00. Twice in 2020 the customer experienced a loss of water, and on each occasion he received a goodwill payment of £300.00. The customer made contact on 9 January 2021 to report damage to the Property's meter chamber cover. The company undertook repair work on 5 February 2021, which required the Property's water to be temporarily turned off. The company acknowledges that the customer was not notified in advance and so is entitled to a GSS payment of £20.00. The company has already apologised to the company for its

failures to notify him that the Property's water supply was to be disconnected. The company denies that the customer is entitled to any further compensation.

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. The parties agree on the fundamental facts underlying this dispute, and that the customer is entitled to compensation for the company's failure to notify him in advance that the Property's water would be temporarily turned off. The remaining point of contention between the parties relates only to the level of compensation to which the customer is entitled. The company argues that the customer is only entitled to a GSS payment of £20.00, and the customer argues that he should receive the £300.00 payment that he received on previous occasions.
2. While on most occasions the company fulfils its obligations to a customer when it pays an applicable GSS payment, such payments cannot be understood as exhausting the company's responsibilities on all occasions. A GSS payment, that is, compensates a customer for a specific failing, in this case the failure to notify the customer that the Property's water would be turned off.
3. Therefore, the company must, as it acknowledges, pay the customer a GSS payment of £20.00.
4. However, the company has a Priority Services Register to identify customers with special needs and it acknowledges that the customer is on that register due to the needs of his daughter. In addition, the company had previously received

specific notice from the customer of the danger to his daughter of losing access to water, due to her need for medication.

5. I find that it constituted a failure by the company to provide its services to the customer to the standard to be reasonably expected by the average person to fail to notify a customer on its Priority Services Register, that had previously emphasised his need for access to water, that the water to his property was to be disconnected, even temporarily. This failure is in addition to the basic failure reflected by the need to make a GSS payment, as it is a failure to take proper advantage of a process put in place precisely to protect customers with special needs.

6. REDACTED, the customer and his daughter would have experienced considerable distress when they again found themselves without access to water. I also accept that this distress will have then been increased by the knowledge that this was not an unexpected outage, but planned work, meaning that there was plenty of time for the notification to be given.

7. In consultation with the CISAS Guide to Compensation for Inconvenience and Distress, I find that fair and appropriate compensation would consist of £200.00. This amount reflects the seriousness of the potential consequences for the customer's daughter of a lack of access to water, and that this was a repeated failing by the company, but also that the customer acknowledges that he was able to contact the company quickly and that he has not argued that his daughter suffered actual harm.

8. The company must, therefore, pay the customer additional compensation of £200.00.

9. The customer has also requested an apology, but I acknowledged that he has confirmed that the company's agent apologised to him on the date of the incident, and I find that this apology is sufficient.

10. For the reasons given above, the company must pay the customer total compensation of £220.00.

Outcome

1. The company needs to take the following further action: It must pay the customer compensation of £220.00.

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.

- If you choose to accept this decision, the company will have to do what I have directed within 20 working days of the date in 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.

Tony Cole
Adjudicator