

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-XXXX

Date of Decision: 18/09/2021

Party Details

Customer: The customer

Company: The company

Complaint

The customer complains that a leak on the company's asset damaged her property and she experienced poor service. She seeks compensation in the sum of £2500.00 for distress and inconvenience.

Response

The company says any alleged damage will be addressed through the customer's insurance company. It carried out repairs to its assets, covered the cost to reinstate the customer's property and offered £1500.00 as a goodwill gesture for the service issues. It considers its offer fair however the customer has declined this.

Findings

The company failed to provide its services to the standard to be reasonably expected.

Outcome

The company should pay the customer compensation in the sum of £1500.00 for distress and inconvenience.

The customer must reply by 27/09/2021 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

The customer says that from 2018 her property was affected by subsidence due to a leak on the company's asset. She also experienced low water pressure and a bad smell from her tap water. In 2020, the company carried out repair works to its assets. Following involvement of her insurers, the company agreed to pay £5000.00 to reinstate her property following its repairs and a further £1500.00 as a goodwill gesture for poor service. However, she considers the £1500.00 inadequate given her experience, inability to use her garden, reduced hours of work and lack of response from the company to her MP. The CCwater documents provided alongside the claim refer to the customer's inability to use her garden while the company carried out works and pending reinstatement. The customer also told CCWater she took time off work due to stress. The customer seeks £2500.00 for distress and inconvenience. The customer has no comments on the company's response.

The company's response is that:

In April 2020 the customer complained her property was damaged due to a leak on a pipe. It referred her to her insurers. After further investigation it found further repairs to the pipe were needed, which it carried out. It offered £5000.00 for the cost of reinstatement and £1500.00 as a goodwill gesture for the service received. It considers this offer fair, however the customer has declined this.

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. 1. It is not in dispute that repair works the company carried out in 2018/19 were not adequate meaning water was not being taken away by the public sewer network as it should. I therefore find the company failed to provide its services to the standard to be reasonably expected in this regard.
2. It is also not in dispute that the company carried out further repair works in 2020 to resolve this issue.
3. The customer says the company is responsible for damage to her property, however, that is a matter for her insurers that I am unable to comment on.
4. The customer complained of a smell coming from her tap water. However, it is not within my remit to consider complaints about water quality.
5. The customer also complained of low water pressure to CCWater however, she has not provided any further detail in this respect. There is a lack of evidence that the company failed to provide its services to the standard to be reasonably expected in this regard.
6. The company and customer have agreed a payment to reinstate the customer's property following the repair works.
7. The company has also offered £1500.00 compensation which the customer has declined, as she seeks £2500.00.
8. I must therefore consider if the customer has justified her claim to compensation of a greater sum than that offered by the company. However, I can only consider the compensation due in regards to the failing proven. I accept the customer has been concerned about damage to her property and I also accept that she was inconvenienced during the repair works. However, the customer has not justified her claim for compensation in the sum of £2500.00. There is a lack of detailed submissions and a lack of substantive evidence to support the sum claimed. In the circumstances, I consider the company's offer of £1500.00 is both fair and reasonable. I therefore direct the company pay the customer £1500.00 compensation for distress and inconvenience.
9. I was unable to open one of the customer's document files, however despite requests the customer did not provide an accessible copy in a timely manner. I have therefore reached my preliminary decision on the evidence available.

10. In comments on my preliminary decision the customer has outlined “issues that remain outstanding” but these are new points of complaint that were not raised previously. In line with the WATRS rules I cannot consider any new matters introduced at this stage. This includes the customer’s additional claim for £37,000.00 for damage to her property.

11. I acknowledge the customer has provided a timeline to detail what happened, including actions of her insurers. However, it is not clear what, if any, liability her insurers attributed to the company. As to details that support the claim, the timeline does detail how the company’s actions caused the customer distress and inconvenience. But I consider there is nothing that would justify a claim beyond the £1500.00 already directed.

12. The customer said she would send further documents by post however after two weeks these have still not been received. I do not consider it appropriate to extend the deadline for comments further and so I have made a final decision.

Outcome

1. The company failed to provide its services to the standard to be reasonably expected.

The company should pay the customer compensation in the sum of £1500.00.

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.

Justine Mensa-Bonsu
Adjudicator