

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-XXXX

Date of Decision: 22/09/2021

Party Details

Customer: The customer

Company: The Company

Complaint

The customer stated that he purchased a property in need of repair, which required a new water connection. He made the initial request on 21 May 2020, but it was not completed until the end of July 2020, which resulted in not having running water for a month after he moved into the property. The customer challenged the cost, especially the traffic management cost for £268.00. On 26 August 2020 he was first informed that he was entitled to a £458.08 refund, which on the same day was revised to £674.08. On 24 November 2020 the company confirmed that the correct amount was £458.08. The customer challenged the refund, but the company notified him three months later that the refundable amount was £485.08. The customer requests an apology and compensation for poor customer services.

Response

The company stated that the water connection was carried out within a reasonable timescale following the customer's payment for the connection. The company stated that the costs charged are determined and capped by the regulator. The mistaken refund was corrected on the same day and the company tried proactively to resolve the customer's complaint by trying to contact him on several occasions. The company stated that as the timeline was complied with and the charges were accurate, their own investigation concluded that there were no poor customer services.

Findings

The company has met the timescale set for the water connection even though it was delayed by one day due to another emergency at a different property. The company however had to review the quotes on many occasions, and it was very slow in revising the final refund, which was

requested on 26 August 2020 and the final decision did not arrive until the 25 February 2021. In view of that, I find that the company has fallen below the standards that are expected in the industry. Therefore, I direct the company to apologise to the customer and to compensate him with £150.00.

Outcome

I direct the company to apologise to the customer and to compensate him with £150.00 for the inconvenience caused.

The customer must reply by 20/10/2021 to accept or reject this decision.

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-XXXX

Date of Decision: 22/09/2021

Case Outline

The customer's complaint is that:

The customer's complaint is that: • He experienced a significant delay in getting a water connection, which resulted in having no running water his house for one month. • The company had to revise the quotes on many occasions, and he believes that the traffic management cost for £268.00 was not justified because the works took place inside his property. • The company took too long in revising the refund. • He requests an apology and compensation for the company's failings and for the poor customer services received.

The company's response is that:

The company's response is that: • Following the application and paying the fee, the company made the connection within a reasonable timescale. • The traffic management cost of £268.00 was justifiable for the use of materials such as signage, cones and barriers for the safety of employees and pedestrians. • The company apologised for any lack of communication or misunderstanding throughout this process but denies that there was a breach of duty or poor customer services.

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 customer purchased a house that needed a lot of work. He requested the company to provide a quote to get the water connection on 21 May 2020. The company replied on the same day that an application fee needed to be paid before the quote could be provided. The company received the application fee on 22 May and on 8 June the customer asked the company for an update on his quotation and notified the company that he was arranging the move to the property before the water was connected.
2. On 9 June 2020 the company provided the customer with the quotation, and the following day the customer requested a change in the location of the meter. The customer's response to the defence noted that the company's quote letter stated that the location for the connection is decided on site. The company received the payment for the quote on 26 June 2020 and booked a trench inspection for 2 July 2020. After the inspection passed, the company stated that it booked on 3 July the works to commence on 29 July, but due to an emergency at another property the works took place on 30 and 31 July 2020.
3. With regards to the timescale, article 51(2) of the Water Industry Act states that the connection must be carried out as soon as it is practicable, which is presumed to be 21 working days, which is exactly the time it took to complete the connection (31 July) from the time it was booked, which was the day after inspecting the trench (3 July). In view of that, I find that the company has completed the connection within the statutory deadline of carrying out the connection within a reasonable timescale of 21 working days.
4. With regards to the cost, the customer stated that the traffic management cost for £268.00 was not justified because the works took place inside his property. The customer has submitted photographic evidence of the work being undertaken in his property which shows that the vehicles and machinery are contained within the boundary of the property, which extends to the edge of the public footpath also in the picture. I note that the company stated that the fee was justifiable for the use of materials such as signage, cones, and barriers for the safety of employees and pedestrians. I am mindful that the barriers are shown in the picture and that the company stated that these costs were justified because the works were adjacent to a public road, and that a higher fee would have been applicable if the use of traffic lights and diversion costs were necessary. In view of that I find that these charges were justified.
5. The customer complains about the change of the amount and the delay in processing a rebate. The customer requested a cost review on 25 August 2020 and the next day the company notified a breakdown of costs, which included a

refund of £485.08. Two hours later the company emailed him again stating that the correct refund figure was £674.86. The company stated that this email was sent in error as it related to a different scheme which the estimator had been working on. The customer received a letter from the company on 21 October 2020 with a cheque for £485.08, which he challenged. The company notified him that they will re-assess the applicable rebate. On 24 November 2020 the company said that the correct amount was indeed £485.08. The customer requested a detail breakdown and the company sent his request the following day to the quantity surveyor to re-assess one more time the refund. Since the customer did not hear from the company in three months, he emailed them again on 25 February 2021 and on the same day the company confirmed that the correct refund was £485.08.

6. In view of the above, I make the following findings. The company provided the wrong amount of refund on 25 August 2020 and the correction of this mistake was not notified to the customer until the 24 November 2020. Furthermore, the customer requested a review of this amount, and this was not communicated until the customer contacted the company three months later. In view of that delay and the lack of communication, I find that the company has fallen below the standards expected by the industry in the sector. I note that the customer has requested compensation and an apology.

7. With regards to the amount in compensation for stress and inconvenience caused by the company's service failings, I take into consideration the non-binding guidelines used in the WATRS scheme. The guidelines have four tiers, which reflect the different levels of inconvenience and distress. The guidelines, which are available online in the WATRS scheme, note that although the award is capped at £2,500.00, most awards are modest amounts, between £100.00 and £200.00. The scale recommends for cases falling within Tier 1 compensation up to the value of £100.00; for Tier 2 between £100.00 and £500.00; for Tier 3 between £500.00 and £1,500.00; and for Tier 4 between £1,500.00 and £2,500.00. I am mindful that the company had to review the quotes on various occasions, however, in view of the mistake made with regards to the amount of refund and the lack of communication of the outcome in a prompt manner, I find that this represents a service failure, for which the customer must be compensated in accordance with the start of Tier 2. Accordingly, I direct the company to compensate the customer with £150.00.

8. Finally, the customer requests an apology for the poor services. I am mindful that the company apologised to the customer in the defence, but in view of the above findings regarding the delays, I direct the company to issue a written apology to the customer.

Outcome

1. I direct the company to apologise to the customer and to compensate him with £150.00 for the inconvenience caused.

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.

Pablo Cortes

Adjudicator